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COPY



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

Regular Meeting -- Wednesday, November 3, 1999

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, November 3, 1999

TABLE OF CONTENTS

	Page
Communications From City Officers.....	12994
Reports Of Committees.....	13051
Committee On Finance.....	13051
Committee On Budget.....	13771
Committee On Buildings.....	13842
Committee On Economic And Capital Development.....	13927
Committee On Historical Landmarks.....	13941
Committee On Housing And Real Estate.....	13947
Committee On Human Relations.....	14161
Committee On License And Consumer Protection.....	14163
Committee On Police And Fire.....	14170
Committee On Traffic Control And Safety.....	14172
Committee On Transportation And Public Way.....	14238
Committee On Zoning.....	14440
Joint Committee.....	14484
Committee On Health	
Committee On Human Relations	

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, November 3, 1999

	Page
Agreed Calendar.....	14486
New Business Presented By Aldermen.....	14631
Traffic Regulations, Traffic Signs, Etc.....	14631
Zoning Ordinance Amendments.....	14693
Claims.....	14698
Unclassified Matters.....	14702
Free Permits, License Fee Exemptions, Etc.....	14752
Approval Of The Journal.....	14759
Unfinished Business.....	14760
Miscellaneous Business.....	14760

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- None.

Call To Order.

On Wednesday, November 3, 1999 at 10:00 A.M., The Honorable Richard M. Daley, 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 Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, Doherty, Natarus, Daley, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Quorum present.

Invocation.

Reverend William Fristoe of Providence Missionary Baptist Church opened the meeting with prayer.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, requested that the City Council and assembled guests rise and observe a moment of silence in memory of the late Walter Payton.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE JUSTICE JAMES C. MURRAY.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Justice James C. Murray.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Almighty God called James C. Murray from this life to his eternal reward on October 19, 1999, at the age of eighty-two; and

WHEREAS, Justice Murray was a devoted public servant, a dedicated seeker of justice, a fearless legislator, a just judge, a legal scholar and an insightful historian, whose distinguished career spanned over half a century; and

WHEREAS, Justice Murray was born in Chicago, the son of a labor leader whose goal was to raise working people out of poverty by securing decent wages and safe working conditions. Thus, from his youth, James C. Murray learned to identify with victims of injustice, regardless of their background; and

WHEREAS, His insatiable curiosity, his sense of scholarship and his pride in his Irish heritage led Justice Murray to an avocation as a historian, exploring the migrations of people from Ireland to Chicago, and the many contributions of Irish immigrants and Irish-Americans to the development of Chicago. His awareness of the oppression and discrimination imposed on the people of Ireland, and on their descendants in America, reinforced his abhorrence of injustice, regardless of the standing of the victim; and

WHEREAS, Justice Murray was graduated from De Paul University College of Law in 1940, but his budding career was interrupted by America's entry into World War II. He served with honor in the U.S. Army Air Corps and, after his discharge, returned to Chicago and the practice of law as assistant Illinois Attorney General from 1945 to 1951; and

WHEREAS, His community recognized his merits and elected him to the United States Congress in 1954. After one term he returned to Chicago and was elected to the City Council as Alderman of the 18th Ward in 1959 and re-elected in 1963; and

WHEREAS, As Alderman, Justice Murray was honored by his colleagues and entrusted with the position of president of the council *pro tempore* in his second term. It was during this term that he also authored and sponsored the City's first Fair Housing Ordinance, which prohibited racial and religious discrimination in housing as well as panic peddling and other unjust practices. Although the ordinance passed, it was not without personal cost: the Murray family home was picketed and the family's safety was threatened by people who misunderstood the good intentions and basic fairness underlying the ordinance. Although his career as an elected official seemed at an end, Justice Murray expressed no regret for having persisted in something that was, in his own words, "legally and morally correct"; and

WHEREAS, Justice Murray left the City Council in 1967, and became First Assistant State's Attorney of Cook County in 1969, serving in that capacity until his election as judge of the Circuit Court of Cook County in 1970. In this role he was assigned to the Extraordinary Remedies section of the Law Division and later to the Chancery Division, hearing cases of mandamus, administrative review, declaratory judgment, injunction, and other cases of complexity and magnitude. The power of his office, his extraordinary intellect and the adulation of the legal community never concealed or altered Justice Murray's decency, humility and humor. He dispensed justice with wisdom and wit in the Circuit Court until 1984; and

WHEREAS, In 1984 he was appointed Justice of the Illinois Appellate Court, where his keen mind excelled in analyzing and questioning litigants' arguments and in writing opinions that resolved cases while also educating in the law. Justice Murray retired from the Appellate Court in 1994, but he did not retire from public service. After leaving the bench he served as a member of the Chicago Police Board and as a member of the Building Board of Appeals; and

WHEREAS, Justice Murray's life was not without challenges and sadness. In addition to the difficulties he and his family suffered in reaction to the Fair Housing Ordinance, he suffered the loss of his first wife, Marie Rose, in 1974 and of their son, Thomas, in 1991; and

WHEREAS, Justice Murray is survived by his wife, Florence; his sons, Michael, Stephen and James, Jr; and thirteen grandchildren; and

WHEREAS, James C. Murray was an extraordinary man whose strength and courage were invaluable to the people of Chicago. Although few had the privilege of knowing him personally, all Chicagoans are diminished by his passing; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this third day of November, 1999, do hereby honor the life and memory of James C. Murray and we express our gratitude for his many accomplishments and contributions to the people of Chicago; and

Be It Further Resolved, That we extend our heartfelt condolences to the family of Justice Murray and we join them in mourning their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to Justice Murray's family as a sign of our sympathy and kind wishes.

On motion of Alderman Burke, seconded by Aldermen Preckwinkle, Beavers, Murphy, Rugai, Wojcik, Mell, Natarus and Stone, the foregoing proposed resolution

was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of Justice James C. Murray. Remembering Justice Murray as a true public servant who had distinguished himself in the legislative and executive as well as the judicial branches of government, Mayor Daley lauded his life-long dedication to the commonweal. Throughout his public service career Justice Murray maintained an abiding commitment to fairness, the Mayor declared, and it was that commitment which in 1963 was responsible for then Alderman Murray's sponsorship of the Chicago Fair Housing Ordinance. Recalling the equanimity of spirit and courage of conviction with which Justice Murray met the public rancor associated with that ordinance, Mayor Daley referred to the book authored by President John F. Kennedy and cited Justice Murray as Chicago's personification of *Profiles In Courage*. Justice Murray is a role model for those who hold or aspire to public office the Mayor stated and will be forever remembered by all who experienced his leadership and witnessed his courage.

Mayor Daley then invited to the Mayor's rostrum Justice Murray's wife, Florence, and his sons, Stephen, Michael and James, Jr., whereupon he presented them a parchment copy of the memorial resolution.

Rules Suspended -- DESIGNATION OF MONTH OF OCTOBER
AS BREAST CANCER AWARENESS MONTH.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution concerning Y-Me Breast Cancer Awareness Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, According to the American Cancer Society, in 1999, one hundred seventy-five thousand women will be diagnosed with breast cancer and forty-three thousand three hundred women will die from this disease; and

WHEREAS, In the decade of the 1990s, it is estimated that about two million women will be diagnosed with breast cancer, resulting in nearly five hundred thousand deaths; and

WHEREAS, Breast cancer is the second leading cause of cancer death among all women and the leading cause of cancer death among women between ages forty and fifty-five; and

WHEREAS, The risk of breast cancer increases with age, with a woman at age seventy years having twice as much of a chance of developing the disease as a woman at age fifty years; and

WHEREAS, Breast cancer can often be treated most successfully if detected early on; and

WHEREAS, Education, regular clinical and self-examinations, regular mammograms, and, when appropriate, biopsies are critical to detecting and treating breast cancer in a timely manner; and

WHEREAS, The five-year survival rate for localized breast cancer is currently ninety-seven percent; and

WHEREAS, The Y-Me National Breast Cancer Organization, an agency that provides information, referrals and emotional support to persons concerned about

or diagnosed with breast cancer, has engaged in a number of important activities at the national and local level during the month of October, which has been designated Breast Cancer Awareness Month; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this third day of November, 1999, do hereby commend the Y-Me National Breast Cancer Organization for its activities in connection with Breast Cancer Awareness Month and for the valuable services the organization provides year-round; and

Be It Further Resolved, That a suitable copy of this resolution be presented to representatives of the Y-Me National Breast Cancer Organization in recognition of that organization's service and dedication to such an important cause.

On motion of Alderman Rugai, seconded by Aldermen Tillman, Lyle, Burke, Mell, Colom and Laurino, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and expressed his personal gratitude to Alderman Rugai for her leadership on issues related to the health of women. Recognizing the Board of Directors, staff and volunteers of the Y-Me National Breast Cancer Organization for their persistent and informed advocacy on behalf of breast cancer issues at all levels of government, Mayor Daley lauded the organization for the holistic approach it offers to those who suffer from the disease. It is the dedication and compassion exhibited by those in the Y-Me Organization that is a significant determinant of our quality of life, the Mayor declared.

Rules Suspended -- CONGRATULATIONS EXTENDED TO FIRE
DEPARTMENT LIEUTENANT VERNON INGRAM ON
HEROIC RESCUE.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November, 3, 1999.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating Fire Department Lieutenant Vernon Ingram of Engine 71 for his heroic acts.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, In the evening of March 23, 1999, the City of Chicago Fire Department received a report of a fire at 6310 North Oakley; and

WHEREAS, Chicago Fire Department Engines 70 and 71; Trucks 25 and 56; Squad 2 and Battalion 10 responded to the still and box alarm, where firefighters first arriving on the scene found a three-story brick apartment building with a large fire engulfing the front interior stairwell; and

WHEREAS, The Engine 71 company attacked the fire with water in the front

stairwell, but the stairs ultimately collapsed, injuring Firefighter Bernard Maguire; and

WHEREAS, While the Engine 71 company fought the fire from the front of the building, the Engine 70 company, lead by Lieutenant Vernon Ingram, prepared to attack the fire from the rear stairwell; and

WHEREAS, While at the rear of the building, Lieutenant Ingram was told by police and frantic residents that there were three children trapped in the building; and

WHEREAS, At that moment Lieutenant Ingram left his firefighters to continue their efforts, and bravely climbed the rear stairwell through thick, black smoke; and

WHEREAS, Following the cries of children that were coming from a second floor apartment, Lieutenant Ingram found that the living room was already in flames; and

WHEREAS, He then proceeded, on his hands and knees, into the smoke-filled kitchen area, where he almost immediately encountered a child's lifeless hand; and

WHEREAS, He quickly removed the child to the rear landing, where a police officer took the child downstairs, and re-entered the apartment a second and a third time to remove the other two children from the same smoke-filled area; and

WHEREAS, Lieutenant Ingram's heroic efforts, along with the concerted efforts of all of the fire companies involved in the fire, saved the lives of Awein, Aluel and Akur Kuanyin-Agoth, aged four, two and one year, respectively; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this third day of November, 1999, do hereby honor Lieutenant Vernon Ingram for his outstanding courage and heroism in rescuing three young children from almost certain death in a terrible apartment fire; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lieutenant Ingram as a sign of our esteem.

On motion of Alderman Burke, seconded by Alderman Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVillie, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor rose to offer his personal gratitude and on behalf of the people of Chicago extend appreciation to Chicago Fire Lieutenant Vernon Ingram. Recognizing his rescue of three children as the action of a true hero, Mayor Daley declared his pride in Lieutenant Ingram as a Chicagoan and a public safety professional. Mayor Daley then invited to the Mayor's rostrum Lieutenant Ingram and his wife, whereupon he presented them a parchment copy of the congratulatory resolution.

*Rules Suspended -- GRATITUDE EXTENDED TO MR. DAVID CUBERO,
POLICE OFFICER THERESE LYKINS AND POLICE OFFICER
FRANK SZWEDO FOR OUTSTANDING EFFORT IN
APPREHENSION OF CRIMINAL SUSPECT.*

Alderman Wojcik moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to permit the immediate consideration of and action upon a proposed resolution presented by Alderman Wojcik and Alderman Mell. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, On Friday, September 10, 1999, at 12:50 P.M., Mrs. Evelynne J. McKelvey, eighty-three year old senior citizen, was walking southbound on North St. Louis Street to catch a bus on West Addison Street; and

WHEREAS, A male offender ran up and grabbed for Mrs. McKelvey's purse; and

WHEREAS, After a brief struggle that caused Mrs. McKelvey to stagger and nearly fall to the ground where she suffered a cut and a bruising to her left hand; and

WHEREAS, The thief got the purse and ran west on Addison Street; and

WHEREAS, David Cubero, a concerned constituent, was driving on West Addison Street when he saw a tall, big man running with a woman's purse in his hands; and

WHEREAS, David Cubero followed the man and when he was out of sight he

flagged down a beat car, relayed what he had observed and again set out to locate the man; and

WHEREAS, The beat car immediately broadcasted a "flash message", describing the thief, then attended to Mrs. McKelvey; and

WHEREAS, Officer Therese Lykins, Star Number 17142 and Officer Frank Szwed, Star Number 10968, heard the broadcasted description and began a systematic search of the area; and

WHEREAS, The offender was located and arrested at the corner of North Central Park Avenue and West Addison Street and later identified by the victim and witnesses; and

WHEREAS, Thanks to David Cubero, who chose to become involved and Police Officers Therese Lykins and Frank Szwed, who used their street skills to locate the offender, an individual who preyed on senior citizens was arrested and charged; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here on this third day of November, 1999, A.D., hereby commend and honor an observant citizen, David Cubero and tenacious Police Officers Therese Lykins and Frank Szwed; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to each of the honored police officers and Mr. David Cubero.

On motion of Alderman Wojcik, seconded by Alderman E. Smith, Alderman Mell and Alderman Laurino, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVile, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and expressed his personal gratitude to Mr. David Cubero and Officers Therese Lykins and Frank Szvedo. Reflecting upon the moral obligation to protect those who are most vulnerable, Mayor Daley observed that the commitment of Mr. Cubero and the diligence of Officers Lykins and Szvedo have enhanced the security of all senior Chicagoans. Mayor Daley then called attention to the presence in the visitor's gallery of Mr. David Cubero, Officer Therese Lykins and Officer Frank Szvedo who rose and were warmly applauded by the members of the City Council and assembled guests.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF MR. THOMAS WALKER AS
COMMISSIONER OF DEPARTMENT OF AVIATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed Thomas Walker as Commissioner of the Department of Aviation.

11/3/99

COMMUNICATIONS, ETC.

13005

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JAMES JOYCE AS
COMMISSIONER OF DEPARTMENT OF FIRE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Police and Fire*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed James Joyce as Commissioner of the Department of Fire.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. RAY VAZQUEZ
AS COMMISSIONER OF DEPARTMENT OF
HUMAN SERVICES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed Ray Vazquez as Commissioner of the Department of Human Services.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. JUDITH RICE
AS COMMISSIONER OF DEPARTMENT
OF TRANSPORTATION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Transportation and Public Way:*

11/3/99

COMMUNICATIONS, ETC.

13007

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed Judith Rice as Commissioner of the Department of Transportation.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JOSEPH A. WILLIAMS
AS MEMBER AND CHAIRMAN OF COMMUNITY
DEVELOPMENT COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Economic and Capital Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed Joseph A. Williams as a member and as chairman of the Community Development Commission for a term expiring February 26, 2000, to complete the unexpired term of Elvin E. Charity, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JOHN G. MARKOWSKI
AS MEMBER OF COMMUNITY DEVELOPMENT
COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Economic and Capital Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed John G. Markowski as a member of the Community Development Commission for a term expiring February 26, 2002, to complete the unexpired term of Julia M. Stasch.

11/3/99

COMMUNICATIONS, ETC.

13009

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. DANIEL ALVAREZ, SR.
AS MEMBER OF ILLINOIS INTERNATIONAL
PORT DISTRICT BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed Daniel Alvarez, Sr. as a member of the Illinois International Port District Board for a term expiring June 1, 2003, to succeed Gilbert D. Delgado, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. SAMUEL L. EVANS, JR.
AS MEMBER OF ILLINOIS INTERNATIONAL
PORT DISTRICT BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Transportation and Public Way*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed Samuel L. Evans, Jr. as a member of the Illinois International Port District Board for a term expiring June 1, 2003, to succeed James L. Wright, who is deceased.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JOHN G. MARKOWSKI
AS MEMBER OF LOW-INCOME HOUSING
TRUST FUND BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

11/3/99

COMMUNICATIONS, ETC.

13011

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- I have appointed John G. Markowski as a member of the Low-Income Housing Trust Fund Board for a term expiring December 31, 2000, to succeed Julia M. Stasch.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 3, 4, 9, 11 AND 13 OF
MUNICIPAL CODE OF CHICAGO CONCERNING
TAXES AND FEES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance concerning various tax and fee matters.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ABATEMENT
OF 1999 PROPERTY TAXES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith ordinances concerning the abatement of 1999 property taxes.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

11/3/99

COMMUNICATIONS, ETC.

13013

Referred -- AUTHORIZATION FOR YEAR 2000 TAX LEVY ON
ALL TAXABLE PROPERTY WITHIN CITY OF CHICAGO.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith the 2000 tax levy ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF WASTE WATER
REVENUE BONDS, GENERAL OBLIGATION BONDS,
WATER REVENUE BONDS AND GENERAL
OBLIGATION TENDER NOTES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing the issuance of waste water revenue bonds in an amount not to exceed \$125,000,000; an ordinance authorizing the issuance of general obligation bonds in an amount not to exceed \$800,000,000; an ordinance authorizing the issuance of general obligation bonds in an amount not to exceed \$295,000,000; an ordinance authorizing the issuance of water revenue bonds in an amount not to exceed \$275,000,000; and an ordinance authorizing the issuance of general obligation tender notes in an amount not to exceed \$230,000,000.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF REDEVELOPMENT PLAN, DESIGNATION
OF REDEVELOPMENT PROJECT AREA AND ADOPTION
OF TAX INCREMENT ALLOCATION FINANCING
FOR ADDISON/KIMBALL INDUSTRIAL
PARK CONSERVATION AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

11/3/99

COMMUNICATIONS, ETC.

13015

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances concerning creation of the Addison/Kimball Industrial Park Conservation Area T.I.F.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR AMENDED LEGAL DESCRIPTION
IN CONNECTION WITH ROOSEVELT/UNION TAX
INCREMENT FINANCING DISTRICT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amended legal description in connection with the Roosevelt/Union T.I.F.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN
AGREEMENT WITH DONNA, IRENE
AND ROGER KRUEL.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a loan agreement with Donna, Irene and Roger Krueel.

11/3/99

COMMUNICATIONS, ETC.

13017

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF 1999 APPROPRIATION ORDINANCE
WITHIN FUND 925 FOR VARIOUS CITY DEPARTMENTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending Fund 925.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF DESIGNATION AND REDEVELOPMENT
PLAN FOR HALSTED/VINCENNES REDEVELOPMENT
PROJECT AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Economic and Capital Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the designation and redevelopment plan for the Halsted/Vincennes redevelopment project area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF DESIGNATION AND REDEVELOPMENT
PLAN FOR 77TH AND EXCHANGE REDEVELOPMENT AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Economic and Capital Development*:

11/3/99

COMMUNICATIONS, ETC.

13019

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the designation and plan for the 77th and Exchange redevelopment area.

Your favorable consideration of these ordinances will be appreciated. .

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ADOPTION OF AMENDED ACQUISITION MAP IN
CONNECTION WITH CENTRAL WEST URBAN
RENEWAL AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance adopting an amended acquisition map on connection with the Central West Urban Renewal Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PARCEL
AT 2503 SOUTH BLUE ISLAND AVENUE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the acquisition of a parcel at 2503 South Blue Island Avenue.

11/3/99

COMMUNICATIONS, ETC.

13021

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF TWO
PARCELS IN PILSEN INDUSTRIAL TAX
INCREMENT FINANCING DISTRICT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the acquisition of two parcels in the Pilsen Industrial T.I.F.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR NEGOTIATED SALE OF
PROPERTY AT 1607 -- 1611 SOUTH CANAL STREET.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the negotiated sale of property at 1607 -- 1611 South Canal Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED
PROPERTY AT 4465 SOUTH OAKENWALD AVENUE
TO MS. LORI BARTMAN.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

11/3/99

COMMUNICATIONS, ETC.

13023

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of city property at 4465 South Oakenwald Avenue to Lori Bartman.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED
PROPERTY TO RENU L.L.C.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of city property to Renu L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED
PROPERTIES AND EXECUTION
OF LEASE AGREEMENT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances authorizing the sale of city property and the execution of lease agreements.

11/3/99

COMMUNICATIONS, ETC.

13025

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF PARCELS
TO LAKESHORE/NORTH WASHINGTON PARK
JOINT VENTURE L.L.C.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the conveyance of parcels to Lakeshore/North Washington Park Joint Venture L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF EASEMENT
AGREEMENT WITH METRA CONCERNING GRANT
PARK RIGHT-OF-WAY.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Transportation and Public Way*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 3, 1999.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an easement agreement between the City and Metra concerning a right-of-way in Grant Park.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED SEPTEMBER 30, 1999.

The following documents received in the Office of the City Clerk from Ms. Phoebe S. Selden, City Comptroller, were *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended September 30, 1999.

Statement of Funded Debt as of September 30, 1999.

City of Chicago Corporate Fund: Statement of Floating Debt as of September 30, 1999.

Placed On File -- INSPECTOR GENERAL'S QUARTERLY REPORT
FOR PERIOD OF JULY 16, 1999 THROUGH
OCTOBER 15, 1999.

A communication from Mr. Alexander Vroustouris, Inspector General, filed in the Office of the City Clerk pursuant to Title 2, Chapter 56, Section 120 of the Municipal Code of Chicago, transmitting a quarterly report on the following investigations for the period of July 16, 1999 through October 15, 1999, which was *Placed On File*:

Investigations Initiated:	375
Investigations Concluded:	413
Investigations Pending:	2,800
Investigations of Employees:	360
Investigations of Appointed Officials:	2

Investigations of Elected Officials:	2
Investigations of Contractors, Subcontractors and Persons Seeking City Contracts:	11
Investigations of Persons Seeking Certification of Eligibility:	0
Investigations Involving Alleged Misconduct:	375
Investigations Involving Waste or Inefficiency:	318

Placed On File -- OATH OF OFFICE OF MR. BRIAN L. CROWE
AS MEMBER OF ZONING BOARD OF APPEALS.

The oath of office of Mr. Brian L. Crowe as a member of the Zoning Board of Appeals, which was *Placed on File*.

Placed On File -- STATE APPROVAL OF ORDINANCE CONCERNING
MOTOR FUEL TAX FUND PROJECT.

A communication from Mr. John P. Kos, P. E., District Engineer, under the date of September 15, 1999, announcing that the Department of Transportation of the State of Illinois has approved an ordinance passed by the City Council on July 21, 1999 authorizing an increase in Motor Fuel Tax funds for street cleaning maintenance in improved streets, county and state highways during the year 1999, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF CHICAGO O'HARE
INTERNATIONAL AIRPORT, GENERAL AIRPORT SECOND
LIEN REVENUE REFUNDING BONDS, SERIES 1999.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under the date of October 4, 1999, transmitting the Notification of Sale and Certificate, Bond Purchase Agreement and the Official Statement authorizing the issuance and sale of Chicago O'Hare International Airport, General Airport Second Lien Revenue Refunding Bonds, Series 1999, as passed by the City Council on September 1, 1999, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED
ARCHER/CENTRAL TAX INCREMENT
FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. Adam R. Walker, Assistant Corporation Counsel, under the date of October 22, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Archer/Central Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN
AND PROJECT FOR PROPOSED CENTRAL WEST TAX
INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Ms. Iris Webb, Assistant Corporation Counsel, under the date of October 26, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Central West Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED CICERO/ARCHER
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. Adam R. Walker, Assistant Corporation Counsel, under the date of October 25, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Cicero/Archer Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File - ELIGIBILITY STUDY AND REDEVELOPMENT PLAN
AND PROJECT FOR PROPOSED FULLERTON/MILWAUKEE
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Ms. Linda P. Nicastro, Assistant Corporation Counsel, under the date of October 26, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Fullerton/Milwaukee Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN
AND PROJECT FOR PROPOSED GREATER SOUTHWEST
INDUSTRIAL CORRIDOR (WEST) TAX INCREMENT
FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Ms. Linda P. Nicastro, Assistant Corporation Counsel, under the date of October 26, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Greater Southwest Industrial Corridor (West) Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN
AND PROJECT FOR PROPOSED LAWRENCE/KEDZIE
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. Adam R. Walker, Assistant Corporation Counsel, under the date of October 25, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Lawrence/Kedzie Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN
AND PROJECT FOR PROPOSED MIDWAY INDUSTRIAL
CORRIDOR TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under the date of October 12, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Midway Industrial Corridor Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED MIDWEST
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Ms. Linda P. Nicastro, Assistant Corporation Counsel, under the date of October 12, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Midwest Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN
AND PROJECT FOR PROPOSED PETERSON/CICERO
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Ms. Aerobel Banuelos, Assistant Corporation Counsel, under the date of October 12, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Peterson/Cicero Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN
AND PROJECT FOR PROPOSED PETERSON/PULASKI
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Ms. Linda P. Nicastro, Assistant Corporation Counsel, under the date of October 26, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed Peterson/Pulaski Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED 51ST /ARCHER
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under the date of October 12, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed 51st/Archer Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN
AND PROJECT FOR PROPOSED 63RD/PULASKI TAX
INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. Jeffrey E. Leslie, Assistant Corporation Counsel, under the date of October 25, 1999, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed 63rd/Pulaski Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISION NUMBER 3 TO REDEVELOPMENT
PLAN AND PROJECT TOGETHER WITH ELIGIBILITY
STUDY FOR PROPOSED LINCOLN AVENUE TAX
INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Ms. Aerobel Banuelos, Assistant Corporation Counsel, under the date of October 25, 1999, transmitting Revision Number 3 to the Redevelopment Plan and Project together with the Eligibility Study for the proposed Lincoln Avenue Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED REDEVELOPMENT PLAN AND PROJECT
TOGETHER WITH NOTICE OF CORRECTION FOR PROPOSED
ADDISON/KIMBALL INDUSTRIAL PARK CONSERVATION
AREA TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Redevelopment Plan and Project together with a Notice of Correction for the proposed Addison/Kimball Industrial Park Conservation Area Tax Increment Financing Redevelopment Project, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND
REDEVELOPMENT PLAN AND PROJECT TOGETHER
WITH NOTICE OF CORRECTION FOR PROPOSED
BELMONT/CENTRAL TAX INCREMENT
FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. William A. Nyberg, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed Belmont/Central Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND
REDEVELOPMENT PLAN AND PROJECT TOGETHER
WITH NOTICE OF CORRECTION FOR PROPOSED
BELMONT/CICERO TAX INCREMENT
FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. Jeffrey E. Leslie, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed Belmont/Cicero Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND
REDEVELOPMENT PLAN AND PROJECT TOGETHER
WITH NOTICE OF CORRECTION FOR PROPOSED
CENTRAL WEST TAX INCREMENT
FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Ms. Iris Webb, Assistant Corporation Counsel, under the

date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed Central West Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND REDEVELOPMENT PLAN AND PROJECT FOR PROPOSED DEVON AND WESTERN AMENDED TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Mr. Steven J. Holler, Assistant Corporation Counsel, under the date of October 21, 1999, transmitting the revised Eligibility Study together with the Redevelopment Plan and Project for the proposed Devon and Western Amended Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND REDEVELOPMENT PLAN AND PROJECT TOGETHER WITH NOTICE OF CORRECTION FOR PROPOSED FULLERTON/MILWAUKEE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Ms. Linda P. Nicastro, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed Fullerton/Milwaukee Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT TOGETHER WITH NOTICE OF CORRECTION
FOR PROPOSED MIDWEST TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA.

A communication from Ms. Linda P. Nicastro, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed Midwest Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- NOTICE OF REFORMATION AND CORRECTION
TO REDEVELOPMENT PLAN AND PROJECT FOR PROPOSED
ROOSEVELT/UNION TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA.

A communication from Mr. William A. Nyberg, Assistant Corporation Counsel, under the date of October 20, 1999, transmitting the Notice of Reformation and Correction to the Redevelopment Plan and Project for the proposed Roosevelt/Union Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT TOGETHER WITH NOTICE OF CORRECTION
FOR PROPOSED SOUTH CHICAGO TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Mr. William A. Nyberg, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed South Chicago Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY REPORT AND REDEVELOPMENT
PLAN AND PROJECT TOGETHER WITH NOTICE OF CORRECTION
FOR PROPOSED SOUTH WORKS INDUSTRIAL TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under the date of October 22, 1999, transmitting the revised Eligibility Report and Redevelopment Plan and Project together with a Notice of Correction for the proposed South Works Industrial Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY ANALYSIS AND
REDEVELOPMENT PLAN AND PROJECT TOGETHER
WITH NOTICE OF CORRECTION FOR PROPOSED
WESTERN AVENUE NORTH TAX INCREMENT
FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. Adam R. Walker, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed Western Avenue North Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT TOGETHER WITH NOTICE OF CORRECTION
FOR PROPOSED WESTERN AVENUE SOUTH TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Mr. Adam R. Walker, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed

Western Avenue South Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND REDEVELOPMENT PLAN AND PROJECT TOGETHER WITH NOTICE OF CORRECTION FOR PROPOSED WEST IRVING PARK TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Ms. Iris Webb, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed West Irving Park Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED ELIGIBILITY STUDY AND REDEVELOPMENT PLAN AND PROJECT TOGETHER WITH NOTICE OF CORRECTION FOR PROPOSED 35TH AND WALLACE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Ms. Iris Webb, Assistant Corporation Counsel, under the date of October 29, 1999, transmitting the revised Eligibility Study and Redevelopment Plan and Project together with a Notice of Correction for the proposed 35th and Wallace Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- NOTICE OF CORRECTION TO REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED DEVON AND
WESTERN TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA.

A communication from Mr. Steven J. Holler, Assistant Corporation Counsel, under the date of October 28, 1999, transmitting a Notice of Correction to the Redevelopment Plan and Project for the proposed Devon and Western Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- NOTICE OF CORRECTION TO REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED LINCOLN
AVENUE TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA.

A communication from Ms. Aerobel Banuelos, Assistant Corporation Counsel, under the date of October 28, 1999, transmitting a Notice of Correction to the Redevelopment Plan and Project for the proposed Lincoln Avenue Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- SUBMISSION TO FEDERAL AVIATION
ADMINISTRATION REGARDING PASSENGER
FACILITY CHARGE PROGRAM AT
CHICAGO MIDWAY AIRPORT.

A communication from Mr. Daryl McNabb, P.F.C. Director, Department of Aviation, transmitting a submission made to the Federal Aviation Administration regarding the Passenger Facility Charge Program at Chicago Midway Airport, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

(Regular Meeting -- September 29, 1999)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on September 29, 1999 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 November 2, 1999 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 29, 1999, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

(Special Meeting -- October 13, 1999)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on October 13, 1999, 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 November 2, 1999 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on October 13, 1999, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLETS.

*Issuance of City of Chicago General Obligation Bonds, Series 1999
(City Colleges of Chicago Project) and Levy and Collection
of Direct Annual Tax on all Taxable Property.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of City of Chicago General Obligation Bonds, Series 1999 (City Colleges of Chicago Project) and the Levy and Collection of Direct Annual Tax on all Taxable Property, which was considered by the City Council on September 29, 1999 and which was requested to be published in pamphlet form, was published in pamphlet form on October 8, 1999, by being printed in full text in a special pamphlet, published by authority of the City Council in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

*Approval and Adoption of Reclassified Chicago Skyway Toll Rates to
Facilitate improvements in Toll Collection System.*

The City Clerk informed the City Council that the ordinance for the approval and adoption of Reclassified Chicago Skyway Toll Rates to facilitate improvements in the Toll Collection System, which was considered by the City Council on September 29, 1999 and which was requested to be published in pamphlet form, was published in pamphlet form on October 18, 1999, by being printed in full text in a special pamphlet, published by authority of the City Council in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

The City Clerk transmitted communications, reports, et cetera, 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.

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

Mr. Richard J. Ash -- to classify as an R3 General Residence District instead of a B2-1 Restricted Retail District the area shown on Map Number 8-F bounded by:

West 37th Street; a line 96 feet east of and parallel to South Wallace Street; the public alley next south of and parallel to West 37th Street; and a line 72 feet east of and parallel to South Wallace Street.

Bishop Partners, L.L.C. -- to classify as an R5 General Residence District instead of a B5-2 General Service District the area shown on Map Number 3-G bounded by:

North Bishop Street; a line 217.50 feet north of West Chicago Avenue; a line 126.50 feet east of North Bishop Street; and a line 112 feet north of West Chicago Avenue.

Blackhawk, L.L.C. -- to classify as a Waterway-Manufacturing Planned Development instead of a Planned Manufacturing District Number 3 the area shown on Map Number 3-G bounded by:

The southerly dock line of the Turing Basin at the North Branch of the Chicago River; North Cherry Avenue; West Blackhawk Street; and the easterly dock line of the north branch of the Chicago River.

Development Resources, Inc., by Rudnick & Wolfe -- to classify as a C3-6 Commercial Manufacturing District instead of a C3-5 Commercial Manufacturing District the area shown on Map Number 2-F bounded by:

West Van Buren Street; South Canal Street; West Tilden Street; and a line 150.10 feet west of and parallel to South Canal Street.

Enrich Realty and Development, L.L.C. -- to classify as a B5-5 General Service District instead of a B5-2 General Service District the area shown on Map Number 11-I bounded by:

a line 100.42 feet south of and parallel to West Lawrence Avenue; North Western Avenue; a line 200.42 feet south of and parallel to West Lawrence Avenue; and the public alley next west of and parallel to North Western Avenue.

Ms. Patricia Finnegan -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 3-F bounded by:

beginning at a point 73.00 feet southwest of the west line of North Mohawk Street; North Clybourn Avenue, thence southeast 74.00 feet along said east line of North Clybourn Avenue to a point, thence north 103.60 feet along the west line of North Mohawk Street to a point, thence southwest 73.00 feet to the point of beginning.

Mr. Eugene P. Frankowski -- to classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 7-H bounded by:

the alley next north of West Barry Avenue; a line 48.22 feet east of North Paulina Street; West Barry Avenue; and North Paulina Street.

Ms. Jin Gou -- to classify as an R3 General Residence District instead of a B4-1 Restricted Service District the area shown on Map Number 8-F bounded by:

the public alley next north of and parallel to West 37th Street; a line 120 feet west of and parallel to South Wallace Avenue; West 37th Street; and a line 144 feet west of and parallel to South Wallace Avenue.

Ms. Lana Kuba -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 10-I bounded by:

the alley next north of and parallel to West 47th Street; a line 48 feet east of South Fairfield Avenue; West 47th Street; and South Fairfield Avenue.

Cezary Kucbor, in care of Mr. James J. Banks -- to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 9-N bounded by:

a line 119.28 feet north of West Addison Street; North Nordica Avenue; West Addison Street; and a line 63.44 feet west of North Nordica Avenue.

Limits L.L.C., in care of Enterprise Development Company -- to classify as a Residential-Business Planned Development instead of a B3-2 General Retail District and R4 General Residence District the area shown on Map Number 7-F bounded by:

West Schubert Avenue; North Clark Street; West Drummond Place; a line 372.86 feet west of and parallel to North Clark Street; the south line of the public alley next north of and parallel to West Drummond Place; a line 422.86 feet west of and parallel to North Clark Street; West Drummond Place; and the alley next east of North Orchard Street.

Mr. Mark Mackey in care of Mr. James J. Banks -- to classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map Number 13-J bounded by:

the alley next north of and parallel to North Foster Avenue; North Christiana Avenue; West Foster Avenue; and a line 102 feet west of North Christiana Avenue,

Mr. Walter Mulica in care of Gordon and Pikarski -- to classify as a C2-2 General Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 9-N bounded by:

West Irving Park Road; North Neenah Avenue; West Dakin Street; a line 805.75 feet east of and parallel to North Normandy Avenue; a line 186.26 feet south of and parallel to West Dakin Street; a line 630 feet east of and parallel to North Normandy Avenue; West Dakin Street; and a line 362 feet east of and parallel to North Normandy Avenue.

Mrs. Graciela Munoz -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 4-G bounded by:

the alley next north of and parallel to West 18th Street; a line 24.04 feet east of and parallel to South Newberry Avenue; West 18th Street; and South Newberry

Avenue.

Radha K. Nair and Indira D. Nair -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Service District the area shown on Map Number 13-N bounded by:

a line 100 feet south of and parallel to West Balmoral Avenue; the public alley next east of and parallel to North Harlem Avenue; a line 190 feet north of and parallel to West Summerdale Avenue; and North Harlem Avenue.

Mr. Mario Ojeda -- to classify as a B4-1 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 6-I bounded by:

a line 24 feet north of and parallel to West 25th Street; South Whipple Street; West 25th Street; and the public alley next west of and parallel to South Whipple Street.

Mr. Patrick O'Connor -- to classify as a C1-1 Restricted Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 17-O bounded by:

the public alley next north of and parallel to West Devon Avenue; the public alley next southwest of and parallel to the Chicago & Northwestern Railway Company right-of-way line; West Devon Avenue; and a north/south perpendicular line 99.94 feet east of the northeasterly line of North Avondale Avenue (as measured along the north line of West Devon Avenue).

Mr. Neil Ornoff -- to classify as a C1-4 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 1-G bounded by:

North Green Street; West Ancona Street; a line 90.94 feet east of North Green Street; and West Erie Street.

Mr. George Perinovic, in care of Gordon and Pikarski -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 7-H bounded by:

West Berry Avenue; North Paulina Avenue; the alley next south of West Barry

Avenue; and a line 48.46 feet west of and parallel to North Paulina Avenue.

Piotr Prymon and Andrzej Nowak -- to classify as a C1-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map Number 14-M bounded by:

West 57th Street, South Central Avenue; a line 76.55 feet south of and parallel to West 57th Street and the public alley next west of and parallel to South Central Avenue.

Mr. Frankie Robles -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map Number 3-G bounded by:

North Wood Street; the alley next north of and parallel to West Ohio Street; a line 25.0 feet east of North Wood Street; and West Ohio Street.

Senior Lifestyle Corporation -- to classify as an R5 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 34-A bounded by:

the south line of the Conrail Corporation (formerly known as the Pennsylvania Railroad Hammond Branch) railroad right-of-way; South Avenue O; the centerline of East 136th Street or the line thereof extended where no street exists to a point on the east line of South Greenbay Avenue or the line thereof extended where no street exists; the east line of South Greenbay Avenue or the line thereof extended where no street exists to a point 48.96 feet north of the centerline of East 136th Street or the line thereof extended where no street exists; a line from the last described point, traveling southwesterly a distance of 43.38 feet to a point on the centerline of South Greenbay Avenue, or the line thereof extended where no street exists, 20.61 feet north of the centerline of East 136th Street or the line thereof extended where no street exists; and South Greenbay Avenue or the line thereof extended where no street exists.

Senior Lifestyle Corporation -- to classify as an R5 Restricted Residential District instead of an M1-2 Restricted Manufacturing District and to further classify as a Residential Planned Development instead of an R5 Restricted Residential District the area shown on Map Number 13-M bounded by:

North Northwest Highway; a line ±309.53 feet (measured along the southern boundary of Northwest Highway) northwesterly of and parallel to North Menard

Avenue; the right-of-way of the Chicago and Northwestern Railroad Company; and a line ± 449.58 feet (measured along the southern boundary of Northwest Highway) northwesterly of North Menard Avenue and perpendicular to North Northwest Highway.

Mr. Dennis B. Sweeney in care of Mr. Kevin J. Rielley -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 1-G bounded by:

a line 126.13 feet north of and parallel to West Huron Street; North Elizabeth Street; West Huron Street; a line 24.0 feet west of and parallel to North Elizabeth Street; the alley next north of West Huron Street; and the alley next west of North Elizabeth Street.

Ms. Laura Ventrella -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map Number 13-N bounded by:

a line 190 feet north of West Summerdale Avenue; the alley next east of and parallel to North Harlem Avenue; a line 90 feet north of West Summerdale Avenue; and North Harlem Avenue.

Wishbone Lincoln, Inc. -- to classify as a B4-2 Restricted Service District instead of a B3-2 General Retail District the area shown on Map Number 9-H bounded by:

a line 59.58 feet north of West School Street to a point 39.26 feet east of the east line of the alley next east of North Paulina Street; a line from the last described point traveling northeasterly a distance of 11.65 feet to a point 63 feet north of the north line of West School Street and 49 feet east of the east line of the alley next east of North Paulina Street; a line from the last described point traveling northeasterly a distance of 64.52 feet to a point on the west line of North Lincoln Avenue 104.06 feet north of West School Street, as measured along the west line of North Lincoln Avenue; North Lincoln Avenue; West School Street; and the alley next east of North Paulina Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Adetokunbo Arojoye, Adi Jamil, Akins Monique, Akpuluon Nwawkwue, Alamo Rent A Car Insurance, Allen David R., Allen Elaine D., Allison Mattie L., Allstate Insurance Company (5) Alexander Freyman, Ada D: Howard, Mable McCafferty, April Townsend and Tobey Young, Alvarado Ruben, American Family Insurance Company (2) Joseph R. Dorsey and Amanoeil Youkhana, American Recovery Systems Insurance (2) Cleonia Graham and Timothy and Clara Loving, American Service Insurance Company, Inc. (3) Frank Cimino, Louise Dixon and Mircea Purtuc, Amex Assurance Company and Lola M. Ogbara, Anyfiotis Dorothy;

Bailey Mario E., Bardeau Robert K., Becerra Rodolfo and Socorro S., Berry Leon, BetBasoo Peter P., Black Regina V., Bloss Ann L., Blume Steve R., Bothne Nancy J., Bowen Alleane R., Brandenburger Keith R., Broedlow Max J., Broude Diane, Brown Esther E., Brown Marvin L., Bubon William F., Buford Barry, Bunting Robert L., Butler David;

C.B.C., Inc. and Allstate Insurance Company/Andrey L. Tilman, Calmese Lamont B., Caridine Doretha, Carter Kimberly, Chessare Donna M., Cifuentes Victor H., Cleary John P., Codak Thomas E., Coleman Wayne, Collins Albert, Cooper Ethel L., Costello Christopher L., Craven Danielle C., Crawford Jerry, Cronin Godfrey T., Cummings Jessie M.;

Davis Betty D., Davis Elizabeth L., DiBrito Dina M., Douros Evonne, Duncan LaTanya;

Edmondson Rudolph, Erskin Johnetha A. Eskew Doris D.;

Faulkner Bernice T., Featherstone Eddie, Finley Eddie F., Fisher Timothy R., Fraley Barbara J., Franklin Deloris, Fu Yiping;

Gaitsch David W., Garcia Arsenio L., Georgas Patty N., Gerba Katharine A., Gilford Patti E., Givens William R., Gix-Bailey Donna M., Goines Estelle M., Gorospe Marc A., Grant Varveris, Gregor Dale P., Griffin Brenda, Grodetz Joyce;

Haderlein Michael J., Hale Frances L., Hamilton Janet L., Hardy Horace, Haro Heliodoro, Harper Patricia C., Harris Leon J., Heinel Brandie A., Henley Van, Holbrook Brandi, Hooper Law Offices/Santiago Obando, Howell Cheryl R., Humphrey Derrick, Hyler Vincent L.;

Issaris Tom;

Jacimovic George, Jackson Ann L., Jackson Vernard, James Lillie C., Jenkins Patricia, Johnson Guyna G., Johnson Mary, Jones Ben, Jr., Jones Forestine, Jordan Joseph W., Judson Richard P.;

Kantyka Mirosława, Keeley Kathleen A., Kennedy Orvin, Khasmakhi Abbas, Kim Byoung J., Kim Kimberly B., King Suzanne F., Klimentowski Stanley, Knox Sara M., Kocian-Rucinski Catherine A., Konczal Barbara M., Kruszewski Alexander, Kruzel Warren M., Kular Lucyna M.;

Lambert Realty Inc., Landecho Maximiliano, Larson Jairus A., LeGrand Kimberly A., LeVault Kenneth J., Lewis Randy V., Lewis Regina K., Lloyd Alline D.;

Mann Sandra E., Mahaley Tatia A., Mateus Maria E., Matteo Steven F., May Alberta G., McKeller-Naylor Eddy, Merriweather Fannie M., Miller Leroy, Mitchell Patricia L., Mitchell Robert K., Moayeri Manijeh M., Moka Funmi O., Molski Jennifer A., Montague Deborah M., Moreno Mary W., Morgan Stephan, Morris Gary L., Moticka Bruce, Mueller Kimberly A., Murzanski Mary B.;

Nadkarni Pawan S., National Car Rental System Inc. and Barbara Jitner, Newborn Julius D., Nicholson George L., Nieves Ismael, Nowak Jan.;

Obradovich Vojislav J., O'Brien Joseph P., Owen Derell;

Paley Joan D., Papilli Genevieve E., Paredes Jorge A., Parello Frank J., Patras James T., Pattarozzi Michael N., Phillips Regina L., Polamer Inc.;

Rakauskas Stanley F., Redd Mark E., Reed Delores T., Reyna, Jr. Joseph F., Reynolds James, Rodriguez Mayra E., Ross Willie L., Rubinstein Barry;

Sanchez Antonio M., Searle Michael D., Sebold Carrie L., Seltzer Gary F., Serlin David C., Seroka Neal A., Sher Igor, Shotwell Flemon, Solivan Luis A., Spann Betty J., Stapleton Fredrick, State Farm Insurance Company (8) William P. Burke, Salvador Cardenas, Hermine P. Depluzer, Jeff Gillette, Dawn Larsen, Jesus Ortiz, Jesus and Rosa Ortiz, Richard Piek and Raymond F. Wleklinski, Stern Joint Venture, L.P., Stewart Delores, Strohacker Robert C., Sullivan Curtis R., Superior Recovery Service/Kemper National Insurance and Robert K. Anthony, Sutherland Kimberly M., Szanto Judy M.;

Talford Robert P., Tansky Igoz, Thomas Gary E.;

Unachukwu Maureen I., United Brotherhood of Carpenters and Joiners of America;

Vallejo Jose, Valor Insurance Company and Walker Loretta, vanHooser Kenneth, Veach Stephen F., Vega Mitchell L.;

Waddell Stephanie E., Warren Roy, Washington Annie, Watkins Kikaya S., Werges Richard P., Wikrent Anita, Williams Shawnte L., Williamson David E., Willman Carrie E., Wilson Charlotte, Wilson Erie, Woolridge Valerie;

Yang Chih-Wen;

Zochowski Donald J.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMITS TO INSTALL SIGNS/SIGNBOARDS
AT 1763 WEST HOWARD STREET.

A communication from Ms. Sheri Biscan, Doyle Signs, Inc., transmitting two proposed orders which would authorize the installation of signs/signboards at 1763 West Howard Street, which were *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMITS TO INSTALL SIGN/SIGNBOARD
AT 600 NORTH STATE STREET.

A communication from Ms. Sheri Biscan, Doyle Signs, Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 600 North State Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
9920 SOUTH WESTERN AVENUE.

A communication from Mr. Ed Grate, Grate Signs, Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 9920 South Western Avenue, which was *Referred to the Committee on Buildings*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AUTHORIZATION FOR EXECUTION OF EASEMENT AGREEMENT
WITH METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO AND INDEMNIFICATION AND HOLD
HARMLESS AGREEMENT WITH THE BOATYARD
HOMEOWNER'S ASSOCIATION AND
BOATYARD - CHICAGO, L. L. C.
REGARDING CONSTRUCTION
OF STORM SEWER.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Mayor to execute an easement agreement between the City and the

Metropolitan Water Reclamation District of Greater Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation, organized and existing under the laws of the State of Illinois; and

WHEREAS, The Metropolitan Water Reclamation District of Greater Chicago (the "District") is a municipal corporation, organized and existing under the laws of the State of Illinois; and

WHEREAS, Boatyard-Chicago, L.L.C. (the "Developer"), an Illinois limited liability company, the manager of which is Hearthstone, a California corporation, owns property located at the intersection of Belmont and Washtenaw Avenues in Chicago, Illinois (the "Property"); and

WHEREAS, The Developer intends to construct a condominium and townhome development (the "Development") on the Property; and

WHEREAS, To facilitate the Development, the Developer intends to construct and install storm sewer lines and related appurtenances (collectively, the "Storm Sewer") on the Property; and

WHEREAS, The Developer intends to assign all right, title and interest in and to the Storm Sewer to The Boatyard Homeowners Association (the "Association"), an Illinois not-for-profit corporation, which will maintain, repair and if necessary replace the Storm Sewer at all times in the future; and

WHEREAS, To construct, install, maintain, repair and if necessary replace the Storm Sewer, the Developer and the Association require an easement (the "Easement") across certain other property (the "Easement Premises"), which is owned by the District; and

WHEREAS, The District has agreed to grant the Easement to the City for the purpose of the Developer constructing and installing, and the Association maintaining, repairing, and if necessary replacing the Storm Sewer; and

WHEREAS, The City has agreed to accept the Easement conditioned upon the Association assuming and performing all of the City's obligations in connection with the Easement, and indemnifying, defending, and holding harmless the City from and against any and all claims, costs, disputes, fees, expenses, causes of action, liabilities and damages which accrue with respect to, pertaining to or in any way regarding the City's acceptance of the Easement; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. The Mayor or his designee is authorized to execute an Easement Agreement ("Easement Agreement") and such other documents as are necessary, between the City and the District in substantially the form attached as Exhibit A. This Easement Agreement shall contain such other terms as are necessary or appropriate.

SECTION 3. The Mayor or his designee is authorized to execute an Indemnification and Hold Harmless Agreement ("Indemnification Agreement"), and such other documents as are necessary, between the City, the Developer and the Association in substantially the form attached as Exhibit B. This Indemnification Agreement shall contain such other terms as are necessary or appropriate.

SECTION 4. This ordinance takes effect upon passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Easement Agreement.
(Annual Increase -- Environmental)

THIS AGREEMENT, made and entered into this 5th day of August, 1999, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter called the "District" and the City of Chicago, an Illinois municipal corporation, hereinafter called the "Grantee."

WHEREAS, the Grantee desires a 25 year non-exclusive easement to construct, reconstruct, operate, maintain, repair and remove two sewer outfalls and any and all substantially similar equipment, appurtenances and facilities, on the west bank of the North Branch of the Chicago River and north of Belmont Avenue in Chicago Illinois, and legally described and depicted in Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, the District is willing to grant to the Grantee the easement aforesaid, upon the conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the representations, covenants, conditions, undertakings, and agreements herein made, the parties hereto agree as follows:

ARTICLE ONE

1.01 The District hereby grants unto the Grantee a non-exclusive easement, right, privilege and authority for 25 years commencing on August 15, 1999, and terminating on August 14, 2024, for the sole and exclusive purpose to construct, reconstruct, operate, maintain, repair and remove two sewer outfalls hereinafter for convenience sometimes called "Improvements and Facilities" and any and all substantially similar equipment, appurtenances and facilities, on, over and across the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof, hereinafter called the "Easement Premises".

1.02 The District reserves the right of access to and use of the surface of the easement premises.

1.03 The Grantee covenants and agrees in consideration of the grant of said easement to pay to the District an initial annual easement fee in the amount of TWO THOUSAND and no/100 DOLLARS (\$2,000.00), the first annual installment of which is payable contemporaneously with Grantee's execution and delivery hereof.

1.04 INTERIM ANNUAL EASEMENT FEE ADJUSTMENTS. On the anniversary of the effective date of this Easement, the annual fee to be paid by Grantee to District shall be adjusted by multiplying the initial annual fee or the fee in effect for the previous one-year period by the percentage of change in the Consumer Price Index for the Chicago Metropolitan Area, more specifically, the "Chicago All Items Consumer Price Index for All Urban Consumers (CPIU) on a 1982-1984 Base" which for the month of January, 1993 was 143.2, published by the United States Department of Labor, Bureau of Labor Statistics, as established for the month of January immediately preceding the term of this Easement (in the case of the first annual fee adjustment hereunder) and every month of January thereafter during the term hereof. In the event the CPIU is discontinued, the Board of Commissioners of the District shall, in its sole discretion select and utilize any other economic activity index of the United States government which reasonably reflects economic activity in the Metropolitan Chicago Area.

1.05 In addition to the aforesaid, the Grantee shall also pay, when due, all real estate taxes and assessments that may be levied, charged or imposed upon or against the Easement Premises described in Exhibit A and submit to the District evidence of such payment within 30 days thereafter.

ARTICLE TWO

2.01 Grantee shall construct, reconstruct, install, operate, maintain repair and remove the two sewer outfalls and any and all substantially similar equipment appurtenances and facilities, collectively the "Improvements and Facilities", in a good and workmanlike manner at its sole cost, risk and expense.

ARTICLE THREE

3.01 The construction and installation of the Improvements and Facilities of the Grantee on the Easement Premises shall be in accordance with plans and specifications therefor prepared at Grantee's expense and supplied to the District by the Grantee. No work shall commence until said plans and specifications have been approved in writing by the Chief Engineer of the District.

3.02 The construction and installation of the Improvements and Facilities by the Grantee on the Easement Premises shall be done to the satisfaction of the Chief Engineer of the District.

3.03 The Grantee shall compensate the District for any additional costs that the District may sustain in any future construction of sewers, reservoirs or any other surface or underground structures caused by the presence of the Improvements and Facilities of the Grantee on the Easement Premises.

3.04 The Grantee shall relocate or remove the Improvements and Facilities existing or constructed upon the Easement Premises at no cost to the District:

A. In the event that the subject premises are adjacent to any channel, waterway or reservoir, and said channel, waterway or reservoir is to be widened by the District or any other governmental agency; or

B. In the event that any agency of government, having jurisdiction over said channel, waterway or reservoir requires the relocation or removal of said improvements; or

C. In the event that said relocation or removal is required for the corporate purposes of the District.

ARTICLE FOUR

4.01 The District expressly retains its interest in and rights to the use and occupation of the Easement Premises subject to the easement rights herein granted, and the District may grant further easements, assign, sell or lease the same to other parties subject to the Grantee's right of use and a reasonable means of access to said Improvements and Facilities for construction, reconstruction, operation, maintenance, repair or removal thereof.

4.02 The Grantee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may

in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this Easement, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Grantee or Grantee's contracts, subcontractors or their agents and the Grantee shall, at Grantee's sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action, the Grantee shall, at the Grantee's sole expense, satisfy and discharge the same provided that Grantee shall first have been given prior notice of the suit in which judgment has been or shall be rendered, Grantee shall have been given an opportunity to defend the same and the District shall have given Grantee its full cooperation. Grantee expressly understands and agrees that any performance bond or insurance protection required by this Easement, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District as herein provided.

4.03 (a) The Grantee, prior to entering upon said Easement Premises and using the same for the purposes for which this Easement is granted, shall procure, maintain and keep in force, at Grantee's expense, the following public liability and property damage insurance in which the District, its Commissioners, officers, agents and employees, are a named insured as well as fire and extended coverage, and all-risk property insurance ("CLAIMS MADE" policies are unacceptable) in which the District is named loss payee from a company to be approved by the District, each afore-referenced policy shall have limits of not less than the following:

COMPREHENSIVE GENERAL LIABILITY
 Combined Single Limit Bodily Injury Liability
 Property Damage Liability (Including Liability for Environmental Contamination
 of Adjacent Properties)
 in the amount of not less than \$4,000,000.00
 per Occurrence

and

ALL RISK PROPERTY INSURANCE
 (Including Coverage for Environmental Contamination
 of Easement Premises)
 in the amount of not less than \$4,000,000.00
 per Occurrence.

Prior to entering upon said Easement Premises, and thereafter on the anniversary date of such policies, the Grantee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon District's written request, Grantee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the Easement Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of the Grantee as set forth in the provisions of paragraph 4.02 above, or

4.03 (b) The Grantee prior to entering upon said Easement Premises and using the same for the purposes for which this Easement is granted, shall prepare and transmit to the District an acknowledged statement that the Grantee is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of this Easement (Article Four, Paragraph 4.02) above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability (Including Liability for Environmental Contamination
of Adjacent Properties)
in the amount of not less than \$4,000,000.00
per Occurrence

and

ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination
of Easement Premises)
in the amount of not less than \$4,000,000.00
per Occurrence.

This statement shall be signed by such officer or agent of the Grantee having sufficient knowledge of the fiscal structure and financial status of the Grantee, to make such a statement on behalf of the Grantee and undertake to assume the financial risk on behalf of the Grantee and will be subject to the approval of the District.

ARTICLE FIVE

5.01 In the event of any default on the part of the Grantee to faithfully keep and perform all singular the covenants, agreements and undertakings herein agreed by it to be kept and performed, or if said Improvements and Facilities are abandoned, the District shall give the Grantee notice in writing of such default or abandonment; and if such default or abandonment shall not have been rectified within thirty (30) days after receipt of such notice by the Grantee, all rights and privileges granted herein by the District to the Grantee may be terminated by the District; and upon such termination, the Grantee shall immediately vacate the Easement Premises and remove its Improvements and Facilities from said real estate and restore the land to its condition prior to Grantee's entry thereon, all at the sole cost of the Grantee.

5.02 The Grantee shall have the right to give the District written notice to cease and terminate all rights and privileges under this agreement. In the event of such termination, the Grantee shall have a period of one-hundred twenty (120) days from and after such termination date to remove the Improvements and Facilities and to restore the land to its original condition at no cost to the District.

The expiration of said removal and restoration date shall in no event extend beyond the expiration date of this Easement.

5.03 The Grantee understands and agrees that upon the expiration of this Easement, Grantee shall have removed or caused to be removed its Improvements and Facilities and any other things which Grantee has erected or placed upon said Easement Premises. Grantee further agrees to yield up said Easement Premises in as good condition as when the same was entered upon by the Grantee. Upon Grantee's failure to do so, the District may do so at the sole expense and cost of Grantee.

ARTICLE SIX

6.01 The Grantee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Easement had not been executed, then, in that event, the Grantee agrees to pay to the District such additional expense as determined by the Chief Engineer of the District, promptly upon rendition of bills therefor to the Grantee.

6.02 The Grantee covenants and agrees that it will reimburse the District, make all necessary repairs at its sole cost and expense and otherwise keep and save harmless the District from any loss, cost or expense arising out of the granting of this Easement suffered to property of the District by way of damage to or destruction thereof, caused by any act or omission of the Grantee, Grantee's agents, employees, contractors, subcontractors, or anyone else acting through or on behalf of Grantee, its agents, employees, contractors, or subcontractors.

6.03 During the term of this Easement, the District shall not be liable to the Grantee for any loss, cost or expense which the Grantee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation or failure of any of the sewers, structures, channels or other works or equipment of the District now located or to be constructed on said Easement Premises, or on the land of the District adjacent to said Easement Premises.

ARTICLE SEVEN

7.01 Detailed plans of subsequent construction or material alteration of the Grantee's Improvements and Facilities shall first be submitted to the Chief Engineer of the District for approval. Construction work shall not begin until such approval is given to Grantee in writing.

7.02 On or before the commencement of the last five-year period of the leasehold term hereunder, Grantee shall lodge with the Grantor its Environmental Site Restoration/Remediation Bond in the penal sum of \$5,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Grantee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by the Grantor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Grantee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in

said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the Grantee and documented as such at the time it is lodged with the Grantor. Said Bond shall be in a form approved by the Grantor and shall be maintained in full force and effect until such time as Grantee has demonstrated and documented to the reasonable satisfaction of Grantor (and Grantor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Grantee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

7.03 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to the District in care of the General Superintendent, 100 East Erie Street, Chicago, Illinois 60611, or to the Grantee in care of:

Corporation Counsel
Mara S. Georges
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602

or to such other persons or addresses as either party may from time to time designate.

ARTICLE EIGHT

8.01 The Grantee, prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall, at Grantee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the county, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

8.02 The Grantee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the county and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder or control or limit in any way the actions of Grantee, its agents, servants and employees, or of any contractor or subcontractor of Grantee, or their employees.

8.03 The Grantee agrees to protect all existing District facilities within the Easement Premises, including, but not limited to, intercepting sewers, sludge lines, utility lines, dropshafts, connecting structures, siphons and manholes.

8.04 Grantee agrees to abide by and implement the District's Waterway Strategy Resolution as adopted by the District's Board of Commissioners, and attached hereto as Exhibit B and made a part hereof.

ARTICLE NINE
GENERAL ENVIRONMENTAL PROVISIONS
9.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

(1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;

(2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and

(3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.).

the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300 (f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

(1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;

(2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal state or local statute, regulation, ordinance, order action, policy or common law;

(3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

(4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the area subject to easement or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;

(5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Grantee or District;

(6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

(7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or

(8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

(1) an assessment of the Easement Premises and a reasonable area of the adjacent premises owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Easement Premises and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Easement Premises, a review of the utilization and maintenance of hazardous materials on the Easement Premises review of the Easement Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Easement Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof

and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

(1) an assessment of the Easement Premises and a reasonable area of the adjacent property owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Easement Premises and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

9.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE EASEMENT

Grantee, for itself, its heirs, executors, administrators and successors covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred, conveyed or distributed upon or within the Easement Premises, by Grantee or its subtenant or assigns, or any of its agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of any underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Chief Engineer of the District.

9.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Grantee shall use the Easement Premises only for purposes expressly authorized by Article 1.01 of this Easement Agreement. Grantee will not do or permit any act that may impair the value of the Easement Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on

or off the Easement Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Easement Premises or use Easement Premises in any manner (i) which could cause the Easement Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Easement Premises within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

A. In the event Grantee has used the Easement Premises under a prior easement agreement, Grantee warrants and represents that as a result of the easement grant, the Easement Premises and improvements thereon, including all personal property, have not been exposed to contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the premises as defined by any Environmental Laws, and that the Easement Premises does not contain, or is not affected, by underground storage tanks, landfills, land disposal sites, or dumps.

B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Easement Premises or the improvements thereon, Grantee will take all appropriate response action, including any removal and remedial action after the execution date of this Easement Agreement.

9.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Easement Agreement, the Grantee indemnifies, exonerates, and holds the District and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of

action, suits, losses, costs, liabilities and damages and expenses caused by Grantee in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Grantee's activities, on the Easement Premises or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, which has been caused by Grantee or by reason of Grantee's activities on the Easement Premises or (iii) the release or threatened release by Grantee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Easement Premises, or any property to which the Grantee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), caused by or within the control of the Grantee, its parent company or its subsidiaries, provided that, to the extent District is strictly liable under any Environmental Laws, on the Grantee's obligation to District under this indemnity shall be without regard to fault on the part of the Grantee with respect to the violation of law which results in liability to District.

9.06 ENVIRONMENTAL COVENANTS

Grantee agrees to and covenants as follows:

A. Grantee covenants and agrees that, throughout the term of the Easement Agreement, all Hazardous Materials which may be used upon the Easement Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

B. Grantee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

C. Grantee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Grantee (whether or not from the Easement Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

D. Grantee will take all reasonable steps to prevent a violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the area to be used and under the Easement Agreement.

E. Grantee will not allow the installation of asbestos on the area described in Exhibit A or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

F. The aforesaid representations and warranties shall survive the expiration or termination of the Easement Agreement.

9.07 COVENANTS (ENVIRONMENTAL)

Grantee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

A. (1) Use and operate all of the Easement Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;

B. Notify District by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide District within 72 hours of the event, with copies of all written notices by Grantee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

C. Provide such information that District may reasonably request from time to time to determine compliance by the Grantee with this Article.

D. Grantee covenants and agrees to cooperate with District in any inspection, assessment, monitoring or remediation instituted by District during the Easement Agreement.

9.08 COMPLIANCE (ENVIRONMENTAL)

The Grantee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

A. In the event of a spill, leak or release of hazardous waste carried by Grantee, its employees or its agents Grantee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Easement Premises and a reasonable area of the adjacent property owned by the District and submit the written report to the District within 90 days after the spill, leak or discharge. After review of each Phase I Environmental Assessment, District, at its sole discretion, may require Grantee, at Grantee's expense, to obtain a Phase II Environmental Assessment with respect to the Easement Premises used under the Easement Agreement. The written report of the Phase II Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Easement Premises or adjacent premises, Grantee shall take immediate action to remediate the contamination and to restore the Easement Premises described in Exhibit A and adjacent premises owned by the District to a clean and sanitary condition and to the extent required by any and all Environmental Laws.

B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed by Grantee prior to the end of the Easement Agreement unless directed to the contrary in writing by the District.

C. If any Environmental Assessment reveals, or District otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Grantee is unwilling to remediate or that District is unwilling to accept, District shall have the right and option to terminate this Agreement and to declare it null and void.

D. In the event Grantee should receive a Notice of Environmental Problem, Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Grantee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the

Easement Premises, or any improvements thereon; (iii) the Grantee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; (iv) any part of the Easement Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of Hazardous Material. Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's and any tenant's receipt or submission thereof.

E. Not less than one (1) year prior to the expiration of the Easement, Grantee shall have caused to be prepared and submitted to the District a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the District, and dated not more than eighteen (18) months prior to the expiration of the Easement, showing that:

(1) the Grantee has not caused the Easement Premises and any improvements thereon to materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;

(2) the Grantee has not caused the Easement Premises and any improvements thereon to contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

(3) the engineer has identified, and then describes, any Hazardous Materials utilized, maintained or conveyed on or within the property, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;

(4) if any Hazardous Materials were utilized, maintained or conveyed on the Easement Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Easement Premises, which documents that the Easement Premises and improvements are free of contamination by Hazardous Materials;

(5) the engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the Authorities"), and describing any submission by Grantee concerning said environmental matter which has been given or should be given with regard to the Easement Premises to the Authorities; and

(6) the engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Grantee gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Grantee shall submit to District a written report of a site assessment and environmental audit, in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the District, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the Easement Premises which could necessitate an environmental response action, and which demonstrates that the Easement Premises complies with, and does not deviate from all applicable environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits, or certificates required thereunder, and that the Grantee is in compliance with, and has not deviated from, the representations and warranties previously set forth.

B. District hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Easement Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Easement Premises or improvements thereon, as the District, in its sole discretion, determines is necessary to protect its interests.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, an Illinois municipal corporation

By: _____
Chairman, Committee on Finance

ATTEST:

Clerk

CITY OF CHICAGO, an Illinois municipal corporation

By: _____

Its: _____
President

ATTEST:

Its: _____
Secretary

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gloria Ajitto Majewski, personally known to me to be the Chairman of the Committee on Finance of the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation and Mary C. West, personally known to me to be the Clerk of said municipal corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Chairman of the committee on Finance and said Clerk duly executed said instrument in behalf of the Metropolitan Water Reclamation District of Greater Chicago and caused the corporate seal to be affixed thereto pursuant to the authority given by the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, as their free and voluntary acct and as the free and voluntary act and deed of the Metropolitan Water Reclamation District of Greater Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and seal this ____ day of _____, A.D. 1999.

 Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, _____ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____

(Name)
 (Title)

_____, a corporation and _____, personally known to me to be the _____

(Corporation Name)
 (Name)
 (title)

of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said _____ and _____ corporation, duly executed said instrument in behalf of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this ____ day of _____, A.D. 1999.

 Notary Public

My Commission Expires:

11/3/99

REPORTS OF COMMITTEES

13075

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Attorney

APPROVED

General Superintendent

RECEIVED:

Fee: _____

Insurance: _____

Bond: _____

Exhibit "B".

Indemnification And Hold Harmless Agreement.

This Indemnification and Hold Harmless Agreement (collectively "Agreement") is entered into this ___ day of _____, 1999, by The Boatyard Homeowners Association, an Illinois not-for-profit corporation ("Association"), Boatyard-Chicago, L.L.C., an Illinois limited liability company ("Developer") and the City of Chicago, an Illinois municipal corporation ("City of Chicago").

Witnesseth.

Whereas, Developer is the current owner and developer of the Property legally described on (Sub)Exhibit "A" attached hereto and incorporated herein ("Property") and Developer intends to redevelop the Property; and

Whereas, Developer intends to construct a one hundred ninety-nine (199) unit condominium and townhome development ("Development") on the Property; and

Whereas, To facilitate the Development, Developer intends to construct and install storm sewer lines and related appurtenances and facilities (collectively "Storm Sewer") on the Property and connect the Storm Sewer to a headwall, which will drain into the Des Plaines River in and around the East Property line; and

Whereas, Developer shall assign any and all right, title and interest in and to the Storm Sewer to the Association and the Association has agreed to and shall maintain, repair and replace the Storm Sewer at all times in the future; and

Whereas, To construct, install, operate, maintain, repair and replace the Storm Sewer, Developer and the Association will require an Easement, as hereinafter defined, from the Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.") across certain property owned by the M.W.R.D. and legally described on (Sub)Exhibit "B", attached hereto and incorporated herein; and

Whereas, The M.W.R.D. has agreed to grant the Easement across the Easement Premises to the City of Chicago, for the purpose of Developer constructing and installing, and the Association operating, maintaining, repairing and replacing the Storm Sewer on the Property and Easement Premises; and

Whereas, The City of Chicago has agreed to accept the Easement, however, as a condition to accepting the Easement from the M.W.R.D., the City of Chicago requires the Association to agree to assume and perform all of the City of Chicago's obligations under the Easement and indemnify, defend and hold the City of Chicago harmless from and against any and all claims, costs, disputes, fees, expenses, causes of action, liabilities and damages which accrue with respect to, pertaining to or in any way regarding the City of Chicago's acceptance of the Easement; and

Whereas, The Association has agreed to assume and perform all the City of Chicago's obligations under the Easement and indemnify the City of Chicago; and

Whereas, The parties hereto have entered into this Agreement, all as hereinafter further set forth;

Now, Therefore, In consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid, the promises, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer, Association and the City of Chicago agree as follows:

1. Recitals. The recitals set forth hereinabove are fully incorporated herein by this reference.

2. Assumption Of Obligations And Covenant. By execution hereof, the Association hereby agrees to assume, be bound by and be responsible for any and all obligations of the City of Chicago as contained in the Easement. Developer hereby covenants and agrees for itself, its successors and/or assigns that Developer shall, at its sole cost and expense, construct and install the Storm Sewer, pursuant to the Easement, and it shall be the sole responsibility and obligation of Developer, at Developer's sole cost and expense, to construct and install the Storm Sewer on the Property and over the Easement Premises. The Association hereby covenants and agrees for itself, its successors and/or assigns that the Association shall, at its sole cost and expense, operate, maintain, repair and replace the Storm Sewer pursuant to the Easement and normal and customary practice, in a good and workmanlike manner.

4. Indemnity. The Association and its successors and/or assigns hereby agree to and shall indemnify, defend and hold the City of Chicago harmless, including any and all reasonable attorneys' fees and court costs, from and against any and all claims, disputes, fees, expenses, causes of action, liabilities and damages which accrue with respect to, pertaining to or in any way regarding the City of Chicago's obligations under the Easement and acceptance of the Easement from the M.W.R.D., including, but not limited to any and all environmental liabilities, fees and expenses.

5. Binding Effect. All of the provisions of this Agreement are hereby made binding upon and shall inure to the benefit of the parties hereto and their personal representatives, heirs, successors and assigns. The parties hereto acknowledge, understand and agree that Developer shall sell, assign, transfer and set over unto the Association, all of its right, title and interest, in and to Storm Sewer and the Association shall accept said assignment and assume all obligations under the Easement. By execution hereof, the City of Chicago hereby consents to and approves of the eventual assignment of Developer's rights and interest in and to the Storm Sewer to the Association and the Association's assumption of the City of Chicago's obligations under the Easement.

6. Applicable Law, Place Of Performance. This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

7. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, and if such provision is not essential to the effectuation of the basic purposes of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

Dated: _____, 1999

Boatyard-Chicago, L.L.C., an Illinois
limited liability company

By: Hearthstone, a California
corporation

Its: Manager

By: _____

Name: _____

Title: _____

Dated: _____, 1999

The Boatyard Homeowners Association,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Dated: _____, 1999

The City of Chicago, an Illinois
municipal corporation

By: _____

Name: _____

Title: _____

State of Illinois)
)SS.
County of Cook)

The undersigned, a Notary Public in and for said County and State, does hereby certify that Thomas Bruin, of Boatyard-Chicago, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such vice president appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 1999.

Notary Public

State of Illinois)
)SS.
County of Cook)

The undersigned, a Notary Public in and for said County and State, does hereby certify that _____, of The Boatyard Homeowners Association, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 1999.

Notary Public

State of Illinois)
)SS.
County of Cook)

The undersigned, a Notary Public in and for said County and State, does hereby certify that _____, of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 1999.

Notary Public

(Sub)Exhibits "A" and "B" referred to in this Indemnification and Hold Harmless Agreement read as follows:

(Sub) Exhibit "A".

(To Indemnification And Hold Harmless Agreement)

Legal Description.

Lots 1 and 2 in subdivision of Lot 88 in Belmont and Elston Avenue Addition to Chicago, being a subdivision of the south half of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded July 22, 1893 as Document Number 1904788, in Book 59 of plats, page 28 (except from said lots those portions as conveyed to Sanitary District of Chicago) lying east of a line described as beginning at a point on the south line of said section, 1328.35 feet west of the southeast corner thereof; thence north 40 degrees 20 minutes west, 489.09; thence north 26 degrees 39 minutes and 20 seconds west to the north line of said Lot 1 of Section 24 aforesaid, in Cook County, Illinois,

Also

Lot 14 (except the south .28 feet thereof) in County Clerk's Division of unsubdivided lands in the southeast quarter of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, except that part of said Lot 14 lying within the west 382 feet of said southeast quarter of Section 24, in Cook County Illinois,

Also

the south 250 feet of the north 769.22 feet of the east 49 feet of the west 382 feet of the southeast quarter of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, being part of Lot 14 in County Clerk's Division of unsubdivided lands in said southeast quarter of Section 24, all in Cook County,

Illinois.

Property Address: Vacant land located at the intersection of West Belmont Avenue and North Washtenaw Avenue.

Permanent Index

Numbers: 13-24-404-014, 13-24-404-015 and 13-24-404-003.

(Sub)Exhibit "B".

(To Indemnification And Hold Harmless Agreement)

Legal Description Of Easement Premises.

Headwall 34.

That part of the southeast quarter of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian lying east of the easterly line of the boatyard at Belmont Avenue and the river, being a subdivision of said section, township and range, according to the plat thereof recorded December 22, 1998 as Document Number 08163174, described as follows:

commencing at the northeast corner of Outlot C in said boatyard at Belmont Avenue and the river subdivision; thence south 28 degrees 17 minutes 36 seconds east, along the easterly line of said Outlot C, 139.04 feet to the point of beginning; thence north 67 degrees, 44 minutes, 41 seconds east 22.44 feet; thence south 20 degrees, 30 minutes, 08 seconds east 30.01 feet; thence south 67 degrees, 44 minutes, 41 seconds west 18.35 feet to the easterly line of Outlot C; thence north 28 degrees, 17 minutes 36 seconds west, along said easterly line 30.17 feet to the point of beginning, all in Cook County, Illinois; and

Headwall 1.

That part of the southeast quarter of Section 24, Township 40 North, Range 13 East of The Third Principal Meridian lying east of the easterly line of the boatyard

at Belmont Avenue and the river, being a subdivision of said section, Township and Range, according to the plat thereof recorded December 22, 1998 as Document Number 08163174 described as follows:

commencing at the northeast corner of Outlot C in said boatyard at Belmont and the river subdivision; thence south 28 degrees, 17 minutes, 36 seconds east, along the easterly line of said Outlot C, 374.32 feet to the point of beginning; thence north 61 degrees, 42 minutes, 24 seconds east 11.57 feet; thence south 27 degrees, 58 minutes, 53 seconds east 30.00 feet; thence south 61 degrees, 42 minutes, 24 seconds west 11.41 feet to the easterly line of Outlot C; thence north 28 degrees, 17 minutes, 36 seconds west, along said easterly line, 30.00 feet to the point of beginning, all in Cook County, Illinois.

AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY OF MULTI-FAMILY HOUSING REVENUE BONDS (RENAISSANCE CENTER, L.P. PROJECT) AND EXECUTION OF LOAN AND SECURITY AGREEMENT WITH RENAISSANCE CENTER, L.P.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration ordinance authorizing a loan and security agreement and the issuance of Multi-Family Housing Revenue Bonds on behalf of Renaissance Center L.P. for the acquisition and construction of a residential facility for senior citizens: amount of bonds \$6,000,000 and amount of loan \$3,311,976, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he has represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

Recitals:

A. The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of twenty-five thousand (25,000) and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution.

B. As a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue bonds for the purpose of financing the cost of acquiring, constructing and equipping a residential facility for

low and moderate income senior citizens located in the City's Empowerment Zone.

C. RRG Development, Inc., an Illinois corporation (which is wholly-owned by Nancy Kapp), Investment Management Corporation, an Illinois not-for-profit corporation, and Hunter Alliance Corporation, an Illinois corporation, are the members of H.R.I. Venture, L.L.C., an Illinois limited liability company ("H.R.I."). H.R.I. and Renaissance Social Services, Inc., an Illinois not-for-profit corporation ("R.S.S.I."), propose to form (i) a limited liability company (the "General Partner") of which they will be the sole members, and (ii) a limited partnership (the "Borrower") of which the General Partner will be the sole general partner. H.R.I. and R.S.S.I. desire that the City issue, sell and deliver the City's Multi-Family Housing Revenue Bonds (Renaissance Center, L.P. Project) in the aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) (the "Bonds"), to be issued in one or more series as herein provided under the terms and conditions of this Ordinance and secured by a Trust Indenture (the "Indenture") from the City to a trustee designated by the Executive Officer as provided herein (the "Trustee") and lend the proceeds therefrom to the Borrower, to enable it to pay a portion of the costs of the acquisition, construction and equipping of an approximately one hundred thirteen (113) unit residential facility for low- and moderate-income senior citizens (the "Project") located at 2800 to 2822 West Fulton Street and 300 to 326 North California Avenue (Permanent Index Numbers 16-12-307-016, -019 and 025), Chicago, Illinois, 60612 (the "Site") and pay a portion of the costs of issuance and other costs in connection therewith.

D. Each series of Bonds, together with interest thereon, shall be special, limited obligations of the City secured under the Indenture for the benefit of the owners of the Bonds. Each series of Bonds will be payable from the loan payments received by the City pursuant to a Loan Agreement (the "Loan Agreement"), between the City and the Borrower, pursuant to which the City will lend the proceeds of such series of Bonds to the Borrower to finance a portion of the cost of the Project in return for loan payments sufficient to pay when due, the principal of, redemption premium, if any, and interest on such series of Bonds, and from amounts paid by Harris Trust and Savings Bank or such other provider as shall be selected by the Chief Financial Officer (the "Bank") pursuant to its irrevocable transferable direct pay letter of credit (the "Letter of Credit"), securing such series of Bonds.

E. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or an obligation of the City, the State of Illinois or any political subdivision thereof, within the purview of any Constitutional limitation or statutory provision or a charge against the general credit or taxing powers of any of them. No owner of the Bonds shall have the right to compel the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bonds.

F. There has been presented to this meeting of the City Council of the City forms of the following documents in connection with the Bonds:

- (1) the form of Indenture, which includes a form of the Bonds to be issued by the City, attached as Exhibit B hereto; and
- (2) the form of Loan Agreement, attached as Exhibit C hereto.

G. Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66) authorized the United States Department of Housing and Urban Development ("H.U.D.") to designate not more than six (6) Empowerment Zones ("E.Z.s") and not more than sixty-five (65) Enterprise Communities ("E.C.s") in urban areas of the United States. E.Z.s and E.C.s are authorized for economically disadvantaged areas, and are intended to be areas of concentrated economic development activity, developed through implementation of strategic plans involving economic opportunity, sustainable community development, community-based partnerships and strategic vision for change of the affected community. H.U.D. has approved the City's application for designation of certain portions of the City as an E.Z. on December 21, 1994 (such portions of the City being hereinafter referred to as the "E.Z. Area"), making the City eligible to receive One Hundred Million Dollars (\$100,000,000) in E.Z. funds from the United States Department of Health and Human Services ("H.H.S."). H.H.S. has awarded One Hundred Million Dollars (\$100,000,000) of Community Service Block Grant funds (the "E.Z. Funds") to the State of Illinois, Department of Public Aid ("I.D.P.A.") for use by the City for projects benefiting residents of the E.Z. Area ("E.Z. Eligible Projects"). I.D.P.A. and the City have entered into a Grant Agreement with an effective date of July 1, 1995 (the "E.Z. Grant Agreement"), pursuant to which I.D.P.A. has granted the E.Z. Funds to the City for E.Z. Eligible Projects. Pursuant to Chapter 2-151 of the Municipal Code of Chicago (the "Municipal Code"), an Empowerment Zone/Enterprise Community Coordinating Council (the "Coordinating Council") was created for various purposes related to the E.Z. Area and to E.C.s, including: (a) to coordinate the implementation and revision of E.Z./E.C. strategic plans; (b) to advise the City and other participating governments on all aspects of strategic plan implementation, including allocation of E.Z. Funds awarded to the City for the E.Z. Area in accordance with the strategic plan; and (c) to receive, review and make recommendations on all applications for allocations of E.Z./E.C. Funds, including E.Z. Funds. Chapter 2-151 of the Municipal Code also provides that the Coordinating Council shall submit its recommendations for use of E.Z./E.C. Funds to the City Council of the City (the "City Council") for final action. At its meeting on August 13, 1998, the Coordinating Council approved the use of One Million Three Hundred Thousand Dollars (\$1,300,000) of E.Z. Funds for the Borrower in connection with the Project.

H. The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnerships Program (the "Home Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing. The City has received an allocation from H.U.D. of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H.").

I. The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used in connection with affordable housing bond initiatives or as the local match of HOME Funds as required under the HOME Program. The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds.

J. D.O.H. has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed Three Million Three Hundred Eleven Thousand Nine Hundred Seventy-six Dollars (\$3,311,976) (the "Affordable Housing Loan"), to be funded from HOME Funds, E.Z. Funds, Corporate Funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A-1 attached hereto and made a part hereof; now, therefore,

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

1. Forms Of Documents. The forms of the Bonds, the Indenture and the Loan Agreement are hereby approved.
2. The Loan. The making of the loan to the Borrower pursuant to the terms of each Loan Agreement by the City and the issuance of the Bonds by the City is hereby authorized.
3. The Bonds. The issuance of the Bonds by the City in the principal amount of not to exceed Six Million Dollars (\$6,000,000) in one or more series is hereby authorized, subject to the provisions of this Ordinance and each Indenture hereinafter authorized.

The Bonds shall contain a provision that they are issued under authority of the Constitution and this ordinance. Each series of Bonds shall be issued pursuant to

a separate Indenture. The Bonds shall mature not later than thirty-five (35) years from the first day of the month immediately succeeding the date of issue of the Bonds and shall bear interest initially at the Variable Rate (as defined in the related Indenture) payable on the interest payment dates set forth in the related Indenture. The Bonds shall be dated, shall be subject to redemption prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the related Indenture and form of the Bonds therein. The interest rate on the Bonds is subject to adjustment in accordance with the terms of the related Indenture and shall not exceed the Cap Rate (as defined in the Indenture).

The provisions for execution, signatures, authentication, payment and prepayment, with respect to the Bonds, shall be as set forth in the related Indenture and the form of the Bonds therein.

4. Assignment Of Rights. The right, title and interest of the City (except for certain rights to notice, indemnification and reimbursement) in, to and under each Loan Agreement, and the revenues to be derived by the City thereunder will be assigned to the Trustee under the related Indenture. The payment of the principal of and interest on the Bonds and the purchase price therefor will be secured by a Letter of Credit in favor of the Trustee.

5. Limited Obligations. The Bonds, when issued and outstanding, will be a limited obligation of the City, payable solely as provided in each Indenture. The Bonds and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The City shall not be liable on the Bonds, nor shall the Bonds be payable out of any funds of the City other than those pledged therefor pursuant to the terms of each Indenture hereinafter described.

6. The Indenture. The execution and delivery of an Indenture securing each series of Bonds, substantially in the form attached hereto as Exhibit B, is hereby authorized. The Mayor of the City (the "Mayor"), the Chief Financial Officer of the City (the "Chief Financial Officer") or the Comptroller of the City (the "Comptroller") or any other officer designated in writing by the Mayor (the Mayor, Chief Financial Officer, Comptroller and any such other officer being hereinafter referred to collectively as the "Executive Officer") is hereby authorized to execute, acknowledge and deliver each Indenture with such changes, insertions and omissions as may be approved by the Executive Officer. The execution of each Indenture by the Executive Officer shall be conclusive evidence of such approval.

7. The Loan Agreement. The execution and delivery of a Loan Agreement relating to each series of Bonds, substantially in the form attached hereto as Exhibit C is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver each Loan Agreement with such changes, insertions and omissions as may be approved by the Executive Officer. The execution of each Loan Agreement by the Executive Officer shall be conclusive evidence of such approval.

8. The Placement Agreement. The Bonds shall be sold in accordance with the provisions of one (1) or more Placement Agreements (each, a "Placement Agreement") among the City, the Borrower and Harris Trust and Savings Bank or such other agent as shall be selected by the Executive Officer (the "Placement Agent"), substantially in a form of similar agreements executed by the City in transactions similar to the issuance of the Bonds, with such changes, insertions and omissions as may be approved by the Executive Officer. The Executive Officer is hereby authorized to execute and deliver each Placement Agreement and the Chairman of the Committee on Finance shall concur in the execution and delivery of each Placement Agreement. The execution of each Placement Agreement by the Executive Officer and the concurrence by the Chairman of the Committee on Finance shall be conclusive evidence of such approval.

9. The Tax Agreement. The execution and delivery of an Arbitrage and Tax Regulatory Agreement (the "Tax Agreement") among the City, the Borrower and the Trustee, substantially in the form of similar agreements executed by the City in transactions similar to the issuance of the Bonds, with such changes, insertions and omissions as may be approved by the Executive Officer, is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Tax Agreement with such changes, insertions and omissions as may be approved by the Executive Officer. The execution of the Tax Agreement by the Executive Officer shall be conclusive evidence of such approval.

10. Sale Of Bonds. The Bonds are hereby authorized to be sold by the Placement Agent at the purchase price (which shall be not less than ninety-eight percent (98%) of the principal amount of the Bonds) and on the terms and conditions set forth in the related Indenture and the Placement Agreement and as may be approved by the Chief Financial Officer.

11. Execution Of Bonds. The Bonds shall be executed by manual or facsimile signature of the Mayor of the City or the Chief Financial Officer and the seal of the City shall be affixed or imprinted and attested to by the manual or facsimile signature of the City Clerk or any Deputy Clerk, as set forth in the related Indenture

and the same shall be delivered to the Trustee for proper authentication and delivery upon instructions to that effect.

12. Trustee, Tender Agent And Remarketing Agent. The Executive Officer is authorized to select the Trustee and the Tender Agent under each Indenture, and to consent to the appointment by the Borrower of the Remarketing Agent. The City shall have no obligation or liability as principal of the Trustee, the Tender Agent or the Remarketing Agent, for acts of the Trustee, the Tender Agent or the Remarketing Agent.

13. Conveyance Of Site. The City hereby approves the sale of the Site to the Borrower for the purchase price of One Dollar (\$1.00). The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, one or more quitclaim deeds conveying the Site to the Borrower, subject to the approval of the Corporation Counsel.

14. Approval Of Affordable Housing Loan. (a) Upon the approval and availability of the Additional Financing as shown on Exhibit A-1 hereto, the Commissioner of D.O.H. (the "D.O.H. Commissioner") and any designee of the D.O.H. Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Affordable Housing Loan and the terms and program objectives of the HOME Program. The D.O.H. Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Affordable Housing Loan which do not substantially modify the terms described in Exhibit A-1 hereto. Upon the execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds of the Affordable Housing Loan to the Borrower.

(b) In connection with the Affordable Housing Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and as more fully described in Exhibit A-2 attached hereto. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code.

15. Further Assurances. The Executive Officer, the D.O.H. Commissioner, the City Clerk and any Deputy Clerk of the City are hereby designated the authorized representatives of the City, and each of them is hereby authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, including but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City

under this Ordinance with respect to the Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Executive Officers, the D.O.H. Commissioner, the City Clerk, any Deputy City Clerk and the other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority.

16. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof; provided that no holding of invalidity shall require the City to make any payments from revenues other than those derived from the Loan Agreements.

17. No Recourse. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Ordinance, the Indentures, the Loan Agreements, the Placement Agreements or the Tax Agreement against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indentures, the Loan Agreements, the Placement Agreements and the Tax Agreement and the issuance of the Bonds.

18. Volume Cap. The Bonds are obligations taken into account under Section 146 of the Internal Revenue Code of 1986, as amended, in the allocation of the City's volume cap.

19. Repealer. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

20. Notification. The Chief Financial Officer shall file in the office of the City Clerk after the sale of the Bonds a notification of sale directed to the City Council setting forth the principal amount and purchase price of the Bonds sold, the initial interest rate or rates of the Bonds and the identities of the Trustee, the Tender Agent, the

Remarketing Agent, the Placement Agent and the Bank. An executed copy of each Indenture, each Loan Agreement and each Placement Agreement shall be attached to the notification of sale.

21. Effect Of Municipal Code. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds or to impair the security for the Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

22. Proxies. The Mayor and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Chief Financial Officer pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Chief Financial Officer, respectively. A written signature of the Mayor or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk.

When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be as binding on the City as if signed by the Chief Financial Officer in person.

23. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Exhibits "A-1", "A-2", "B" and "C" referred to in this ordinance read as follows:

*Exhibit "A-1".
(To Ordinance)*

Terms Of Affordable Housing Loan.

Affordable
Housing
Loan:

1. Source: Home Funds, E.Z. Funds, Corporate Funds and/or Program Income.

Amount: Not to exceed \$3,311,976.

Term: Not to exceed 35 years.

Interest: Zero percent per annum.

Security: Non-recourse loan, second mortgage on the Project.

Additional
Financing:

2. The Bonds, as described in this ordinance. The Bonds will be secured by one or more Letters of Credit issued by the Bank pursuant to a reimbursement agreement ("Reimbursement Agreement") between the Bank and the Borrower. All or a portion of the Borrower's obligation to repay the Bank under the Reimbursement Agreement will be secured by a first mortgage on the Project.
3. Source: Cole Taylor Bank, or another institution acceptable of the D.O.H. Commissioner, through the Federal Home Loan Bank of Chicago's Affordable Housing Program.

Amount: \$300,000.
4. Source: To be derived from the syndication by the General Partner, of not less than \$426,349 in annual low-income housing tax credits.

- Amount: Approximately \$3,265,119.
5. Source: General Partner.
- Amount: \$300.

Exhibit "A-2".
(To Ordinance)

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

- C. Elevator Permit (if applicable).
- D. Wrecking Permit (if applicable).
- E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

(Fees to purchase B-boxes and remote read-outs are not waived.)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Exhibit "B".
(To Ordinance)

Trust Indenture.

Security City Of Chicago

Variable Rate Demand Multi-Family Housing Revenue Bonds
(Renaissance Center, L.P. Project) Series 1999_.

THIS TRUST INDENTURE, dated as of _____ 1, 1999, is from the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "City"), party of the first part, and [NAME OF TRUSTEE], a[n] _____ banking corporation having its principal corporate trust office in Chicago, Illinois party of the second part, as trustee (the "Trustee").

RECITALS:

WHEREAS, Renaissance Center, L.P., an Illinois limited partnership (the "Borrower"), has requested financial assistance from the City to finance a project (the "Project") that consists of, among other things, the acquisition, construction and equipping of a 113-unit residential facility for low and moderate income senior citizens located at 2800 West Fulton Street, Chicago, Illinois (the "Project Facilities"); and

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the hereinafter defined Ordinance of the City, the City is authorized to finance the Project for the Borrower by issuing its bonds and loaning the proceeds thereof to the Borrower, and, to that end, the City has adopted a Bond Ordinance duly authorizing and directing the issuance, sale and delivery of its multi-family housing revenue bonds, to be known generally as City of Chicago, Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Center, L.P. Project), Series 1999__ (the "Bonds"), to be issued as fully registered bonds and to secure payment of the principal thereof and of the interest and premium, if any, thereon and the performance and observance of the covenants and conditions herein contained, the City has authorized the execution and delivery of this Indenture; and

WHEREAS, upon the issuance of the Bonds, the City also will issue its \$ _____ aggregate principal amount of Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Center, L.P. Project), Series 1999__ to finance a portion of the cost of the Project; and

WHEREAS, the City will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of _____, 1999 (the "Agreement") between the City and the Borrower, and to evidence its payment obligations thereunder, the Borrower will deliver to the Trustee a Promissory Note (the "Note") in the amount of \$ _____; and

WHEREAS, pursuant to the Agreement, the Borrower has agreed, among other things, to pay to or for the account of the Trustee an amount equal to the principal of, redemption premium and interest on the Bonds, as the same become due, all as set forth in the Agreement and the Note; and

WHEREAS, the City has determined to assign, transfer and pledge unto the Trustee as Trustee under this Indenture, for the benefit of the owners of the Bonds and the Bank, as set forth herein, all right, title and interest of the City in and to the Agreement and sums payable thereunder (except as otherwise provided herein and therein); and

WHEREAS, _____ (together with any other issuer of a Letter of Credit, as hereinafter defined, the "Bank"), will issue an irrevocable, transferable Letter of Credit dated the date of issuance and delivery of the Bonds, in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in the amount of the aggregate principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds for 35 days at a rate per annum equal to the Cap Rate, as defined herein, which initial Letter of Credit, together with any substitute Letter of Credit, is hereinafter referred to as the "Letter of Credit"; and

WHEREAS, the Bonds, the form of assignment and transfer and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

(FORM OF SERIES 1999__ BONDS)

No. R- _____

\$ _____

STATE OF ILLINOIS
UNITED STATES OF AMERICA
CITY OF CHICAGO

VARIABLE RATE DEMAND MULTI-FAMILY HOUSING REVENUE BOND
(RENAISSANCE CENTER, L.P. PROJECT), SERIES 1999__

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
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Variable Rate

Registered Owner:

Principal Amount:

The City of Chicago (the "City"), a municipality and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State") for value received, hereby promises to pay solely from the sources and as hereinafter provided, to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to redemption and acceleration prior to the Maturity Date may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate hereinafter specified from the Dated Date shown above or from the most recent date to which interest has been paid, in accordance with the provisions hereof. During any Variable Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and on the actual number of days elapsed.

payable on _____, 19__ and on the first Business Day (as hereinafter defined) of each calendar month thereafter and on the Conversion Date, as hereinafter defined (each a "*Variable Rate Interest Payment Date*"), until the earlier of the Conversion Date or until the principal sum hereof becomes due and payable. During the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 360 days of 12 30-day months, payable on the January 1 or July 1 immediately following the announcement of the Fixed Rate Period and on the first day of each January and July thereafter (each a "*Fixed Rate Interest Payment Date*" and, together with a Variable Rate Interest Payment Date, an "*Interest Payment Date*"), until the principal sum hereof becomes due and payable. Interest shall be payable on any overdue installment of principal, premium, if any, and (to the extent that such interest shall be legally enforceable) interest on this Bond at the rate of interest from time to time borne by this Bond from the due date thereof until paid. Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America only at the principal corporate trust office of _____, as Paying Agent, or its successors under trust (the "*Paying Agent*").

Interest on this Bond shall be payable to the Registered Owner hereof as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made in lawful money of the United States of America by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner hereof at his address as it appears on the registration books of the City kept by the Paying Agent, as registrar (the "*Bond Registrar*"), or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on the Record Date immediately preceding the applicable Interest Payment Date; provided, that, on or prior to the Conversion Date, as hereinafter defined, payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond in the event that the Registered Owner hereof is the Registered Owner of at least \$1,000,000 in principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. As used herein, the term "*Record Date*" shall mean, during the Variable Rate Period, the fifth calendar day immediately preceding a Variable Rate Interest Payment Date on this Bond, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond.

THIS BOND AND ALL OTHER BONDS ISSUED UNDER AND SECURED BY THE INDENTURE, AS HEREINAFTER DEFINED, ARE, AND ARE TO BE, EQUALLY AND RATABLY SECURED, TO THE EXTENT PROVIDED IN THE INDENTURE, SOLELY BY A PLEDGE OF THE REVENUES AND OTHER FUNDS PLEDGED UNDER THE INDENTURE. THIS BOND, TOGETHER WITH PREMIUM, IF ANY, AND THE INTEREST HEREON, IS A SPECIAL AND LIMITED OBLIGATION OF THE CITY AND NEITHER THE CITY NOR THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY THIS BOND, THE PREMIUM, IF ANY, OR THE INTEREST HEREON OR OTHER COSTS INCIDENT THERETO EXCEPT FROM FUNDS PLEDGED UNDER THE INDENTURE.

THIS BOND AND THE INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE CITY. THE CITY SHALL NOT IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND, OR FOR THE PERFORMANCE OF ANY PLEDGE, MORTGAGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER OF THE CITY OR ANY INDEBTEDNESS BY THE CITY, AND NEITHER THIS BOND NOR ANY OF THE CITY'S AGREEMENTS OR OBLIGATIONS DESCRIBED HEREIN OR OTHERWISE SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

No recourse shall be had for the payment of the principal or premium, if any, or purchase price of, or interest on, this Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

This Bond is not valid unless the Certificate of Authentication endorsed hereon is duly executed by the Paying Agent.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF, WHICH TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH IN FULL ON THE FACE SIDE OF THIS BOND AT THIS PLACE.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal or a facsimile thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk.

CITY OF CHICAGO

By: _____
Mayor

[Seal]

Attest:

City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds of the issue described in the within mentioned Trust Indenture.

Date of Authentication:

_____ as Authenticating Agent

By: _____ Authorized Signatory

(Form of Reverse Side of Bond)

This Bond is one of an authorized series of Bonds in the aggregate principal amount of \$ _____ (the "Bonds") issued for the purpose of loaning the proceeds thereof to Renaissance Center, L.P., an Illinois limited partnership (the "Borrower"), for the purpose of providing funds to pay a portion of the cost of acquiring, constructing and equipping certain multi-family housing facilities (the "Project") owned and operated by the Borrower and located in Chicago, Illinois. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of _____, 1999 (which indenture, as from time to time amended and supplemented, is herein referred to as the "Indenture"), duly executed and delivered by the City to [NAME OF TRUSTEE], as trustee (the "Trustee"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the loan of the proceeds of the Bonds to the Borrower for the financing of the Project and the repayment of said funds are contained in a Loan Agreement dated as of _____, 1999, by and between the City and the Borrower (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement").

Except as otherwise provided in the Indenture, the Bonds are issuable only as fully registered Bonds without coupons in denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof during the Variable Rate Period, and in denominations of \$5,000 and any integral multiple thereof during the Fixed Rate Period. This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The City, the Trustee, the Paying Agent and _____, as tender agent, or its successors under trust (the "Tender Agent") may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the City, the Trustee, the Paying Agent nor the Tender Agent shall be affected by any notice to the contrary.

Subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations. The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as herein provided, nor during the period of 10 days next preceding the giving of such notice of redemption.

_____, has issued an irrevocable, transferable letter of credit dated the date of delivery of the Bonds in favor of the Trustee for the benefit of the owners from time to time of the Bonds, supporting the payment of the unpaid principal amount of the Bonds or the purchase price of the Bonds and in either case up to 35 days of interest at the Cap Rate (as hereinafter defined) accrued on the Bonds to pay interest on the Bonds when due under the conditions set forth therein. The initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the "*Letter of Credit*," and _____, together with the issuer of any substitute Letter of Credit, is hereinafter referred to as the "*Bank*."

This Bond shall bear interest on the unpaid principal balance hereof until paid at the rates provided below. This Bond shall bear interest at the Variable Rate (as hereinafter defined) during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such Variable Rate Interest Payment Date, and shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period from the first day of the January or July to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first day of January or July immediately following the date of commencement of the Fixed Rate Period (the "*Conversion Date*"), in which case this Bond shall bear interest from the Conversion Date, or (b) such date of authentication shall be after the fifteenth day of the month preceding a Fixed Rate Interest Payment Date and prior to such Fixed Rate Interest Payment Date, in which case this Bond shall bear interest from such Fixed Rate Interest Payment Date.

For the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of this Bond (the "*Variable Rate Period*"), this Bond shall bear interest from such initial delivery date or the Thursday of a week, as the case may be, to and including the Wednesday of the immediately following week, at the Variable Rate (described below) for such interest rate period (an "*Interest Rate Period*"). This Bond shall bear interest (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at the rate set forth in the Indenture, and (ii) during each Interest Rate Period thereafter, at a rate (the "*Variable Rate*") equal to the lesser of (a) the Cap Rate (as hereinafter defined) or (b) the interest rate established by the Remarketing Agent, as defined in the Indenture, in the following manner: on the

Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day, in the event that any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or facsimile, promptly confirmed in writing to the City (if requested by the City), the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on this Bond for the immediately following Interest Rate Period; *provided* that if for any reason the interest rate on this Bond for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for such interest rate period shall be determined by the Trustee and shall be a percentage per annum (not to exceed the Cap Rate) equal to 80 percent of the bond equivalent yield (calculated in accordance with standard practice in the banking industry) applicable to 91-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 91-day United States Treasury bills shall have been sold at the most recent United States Treasury auction of such 91-day United States Treasury bills as quoted or published by the Federal Reserve Board or any department or agency of the United States of America; provided further, that in the event that there shall not have been a United States Treasury auction of such 91-day United States Treasury bills on any date during the 10 Business Days immediately preceding such date of determination of the Variable Rate, or in the event that such discount rates for any United States Treasury auction of such 91-day United States Treasury bills during such 10 Business Day period shall not be quoted or published by the Federal Reserve Board or any department or agency of the United States of America, the Variable Rate for the immediately preceding interest rate period shall remain in effect for such interest rate period.

"Cap Rate" means the rate per annum equal to the least of (a) 18 percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, 10 percent per annum), or (c) the maximum contract rate of interest permitted from time to time by the laws of the State.

Notwithstanding the above, this Bond shall bear interest at a fixed rate (the *"Fixed Rate"*) from the Conversion Date to the maturity date of this Bond (the *"Fixed Rate Period"*) equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent and the Bank shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate, at least 45 days prior to the date specified by the Borrower as the Conversion Date (the *"Proposed Conversion Date"*). On or before the Business Day immediately preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of the principal amount thereof, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an

adverse effect on the exclusion of the interest on the Bonds from gross income of the registered owners thereof for federal income tax purposes. In the event that all conditions to the establishment of the Fixed Rate shall not be met, this Bond shall bear interest at the Variable Rate determined as set forth in the Indenture and will continue to remain outstanding as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate.

The City, at the direction of the Borrower, has appointed _____ as Remarketing Agent under the Indenture, which appointment has been approved by the Borrower. The City, at the direction of the Borrower, may, from time to time, remove or replace the Remarketing Agent. The determination of any interest rate by the Remarketing Agent shall be conclusive and binding on the City, the Borrower, the Trustee, the Bank, the Tender Agent and the owners from time to time of all of the Bonds.

The Registered Owner hereof shall have the right to tender this Bond or a portion hereof (in authorized denominations, provided that after such tender such remaining portion shall also be in an authorized denomination) to the Tender Agent for purchase as a whole or in part on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount hereof tendered plus accrued interest to the specified purchase date, in accordance with the Indenture. In order to exercise such option with respect to this Bond or any portion hereof, the Registered Owner hereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day which is at least seven days immediately preceding the purchase date, notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two Business Days after such notice, or written notice of tender to the Tender Agent (which written notice of tender in either case shall be in the form attached hereto or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the Registered Owner hereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which any such notice of tender shall have been given shall deliver this Bond and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent) to the Tender Agent at its designated corporate trust office, and on the specified purchase date, the Tender Agent shall purchase this Bond only out of funds made available to it for such purpose, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof plus accrued interest to the specified purchase date, if any, thereon. The Registered Owner hereof, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times aforesaid. If this Bond is not so tendered (an "Unsurrendered Bond"), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture Available Moneys (as defined in the Indenture) sufficient to pay the purchase price of this Bond and all other Bonds so tendered or deemed tendered for purchase on such specified purchase date, this Bond shall be deemed to have been tendered by the Registered Owner hereof and purchased from such Registered Owner on the specified purchase date, and the Registered Owner hereof shall not be entitled to receive interest on this Bond on and after the specified purchase date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal the purchase

price of this Unsurrendered Bond due on such purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

Subject to the provisions below, the Registered Owner of this Bond shall be required to tender this Bond to the Tender Agent for purchase on (i) the Proposed Conversion Date, (ii) a Letter of Credit Substitution Date (as hereinafter defined) and (iii) a Letter of Credit Termination Date (as hereinafter defined) (each a "*Mandatory Tender Date*"), all as more fully provided below. Notice of a mandatory tender shall be given by the Bond Registrar by first class mail, postage prepaid, to the owner of this Bond at its address appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and shall state that the Mandatory Tender Date is a Proposed Conversion Date, a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and shall state that this Bond must be tendered by the Registered Owner hereof for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount hereof plus accrued interest, if any, hereon, and if this Bond is not so tendered, but there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the owner hereof and purchased from such owner on the Mandatory Tender Date.

This Bond shall be tendered by the owner hereof to the Tender Agent for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering this Bond to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Tender Agent shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof, and the owner of this Bond, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the time as aforesaid.

If this Bond is not tendered at or before 10:00 A.M., New York time, on any Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date, and the Registered Owner hereof shall not be entitled to receive interest on this Unsurrendered Bond on and after such Mandatory Tender Date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such Mandatory Tender Date.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is closed, or (iv) a day on which the New York Stock Exchange is closed.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least 35 days prior to what would otherwise be the Letter of Credit Substitution Date.

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur, unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to the Agreement at least 35 days prior to such Letter of Credit Termination Date.

"Maintenance of Rating" means (i) if the Bonds are then rated by either Moody's Investors Service ("*Moody's*") or Standard & Poor's, a division of The McGraw-Hill Companies, Inc. ("*S&P*"), written confirmation from Moody's (only if Moody's is then maintaining a rating on the Bonds) and S&P (only if S&P is then maintaining a rating on the Bonds), that upon the effective date of the substitute Letter of Credit, the existing ratings on the Bonds will not be withdrawn or reduced as a result of the substitution of such Letter of Credit, or (ii) if the Bonds are not then rated by a Rating Agency, written verification that the higher of the commercial paper credit ratings from Moody's and S&P of the provider of the substitute Letter of Credit is at least equal to the higher of the then commercial paper credit ratings of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

Prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including moneys derived from a prepayment of the Note (or a portion thereof) at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on the behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including funds derived from a prepayment of the Note (or a portion thereof) at the option of the Borrower, as a whole on any date, subject to the terms of the Indenture, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee), subject to the terms of the Indenture, at a redemption price of 100 percent of the principal amount thereof to be redeemed and accrued interest to the date fixed for redemption, plus the applicable premium, if any, set forth in the Indenture.

After the Conversion Date, the Bonds are also subject to redemption at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Bond Registrar, provided the Bonds held by the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first subject to such redemption prior to any other Bonds which may be selected for redemption) on any date at the redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest, if any, to the date fixed for redemption, upon the occurrence of any of certain events described in the Indenture relating to damage, destruction or condemnation of the Project.

The Bonds are also subject to mandatory redemption prior to maturity by the City, as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability (as defined in the Indenture), at a redemption price of 100 percent of the principal amount to be redeemed (or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

If any of the Bonds or portions thereof (which shall be an authorized denomination) are called for redemption prior to maturity as aforesaid, the Trustee shall give notice, at the direction of the Borrower (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; *provided* that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or the Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Governmental Obligations, as defined therein, maturing as to principal and interest in such amounts and on such dates as will provide sufficient funds to pay the principal of and interest and premium, if any, on such Bonds and all fees, charges and expenses of the Trustee, and all other liabilities of the Borrower under the Agreement, shall have been deposited with the Trustee, after which such Bonds shall no longer be secured by or entitled to the benefits of the Indenture or the Agreement, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the City and the rights of the owners of the Bonds at any time by the City with the consent of the Registered Owners of a majority, or in certain instances 100 percent, in aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain past defaults under the Indenture and their consequences. No supplemental indenture will become effective without the consent of the Borrower and, if a Letter of Credit is then in effect and if the Bank has not failed to honor a properly presented drawing thereunder, the Bank.

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif Gift Min Act	-- Uniform Gifts to Minor Act
Cust	-- Custodian
Ten Com	-- as tenants in common
Ten Ent	-- as tenants by the entirety

Jt Ten -- as joint tenants with right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For Value Received, the undersigned sells, assigns and transfer unto _____

(Name, Address and Taxpayer Identification Number of Assignee)

the Variable Rate Demand Multi-Family Housing Revenue Bond (Renaissance Center, L.P. Project) Series 1999__ (the "Bond") of the City of Chicago, numbered _____ and does hereby irrevocably constitute and appoint _____ to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Owner

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

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or on such other guarantee program acceptable to the Trustee.

[Form of Bondholder Tender Notice]

BONDHOLDER TENDER NOTICE

The undersigned hereby elects to have the Variable Rate Demand Multi-Family Housing Revenue Bond (Renaissance Center, L.P. Project) Series 1999__, numbered ____ (the "Bond") of the City of Chicago (the "City") (or any portion thereof in any authorized denomination) purchased in accordance with the provisions of the Bond and the Trust Indenture (the "Indenture") dated as of _____, 1999, by and from the City to _____, as Trustee (the "Trustee"), on _____ (the "Purchase Date"), which Purchase Date shall be a Business Day at least seven days immediately following the submission of this Bondholder Tender Notice to _____, as tender agent (the "Tender Agent") (unless the owner of the Bond shall have given telephonic notice of its election to tender the Bond at the opening of business of the Tender Agent, confirmed by submission of this Bondholder Tender Notice not more than two Business Days after such telephonic notice, in which event such Purchase Date shall be a Business Day at least seven days immediately following the date of such telephonic notice), at the purchase price of 100 percent of the principal amount thereof being purchased plus accrued interest to the date of purchase (the "Purchase Price"). The Bond may be tendered for purchase in part in the principal amount of \$100,000 or any integral multiple of \$5,000 in excess thereof, but the Bond shall not be tendered for purchase if the unpurchased part of the Bond shall be less than \$100,000.

Pursuant to the terms of the Indenture, the Purchase Price of the Bond (or portion thereof) to be purchased shall be paid to the Registered Owner of the Bond in immediately available funds, as provided in the Indenture, at or before 3:00 P.M., New York time, on the Purchase Date (or, if the Purchase Date is not a Business Day, as defined in the Indenture, then on the immediately following Business Day) upon presentation of the Bond to the Tender Agent, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent), at or before 10:00 A.M., New York time, on the Purchase Date (or if the Purchase Date is not a Business Day, on the immediately following Business Day), at:

 Attention: _____

The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Tender Agent unless it is properly completed and received by the Tender Agent at the address designated above. If this Bond is submitted for purchase in part, the undersigned hereby directs the Tender Agent to exchange this Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Bonds of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased. The Bond or Bonds not to be purchased shall be registered in the same name(s) as this Bond tendered for purchase. Unless the Registered Owner of this Bond delivers instructions to the

Tender Agent with this Bondholder Tender Notice, specifying that said Registered Owner wishes to have the Tender Agent deliver more than one Bond representing the principal amount of the Bond not to be purchased, and specifying the authorized denominations of such replacement Bonds, the Tender Agent will deliver only one replacement Bond to such Registered Owner in the principal amount of the Bond not to be purchased.

THIS ELECTION IS IRREVOCABLE AND BINDING
ON THE UNDERSIGNED AND CANNOT BE WITHDRAWN.

The undersigned hereby authorizes the Tender Agent to accept on behalf of the undersigned the Purchase Price of the Bond (or portion thereof) subject to this Bondholder Tender Notice.

Print or Type:

Name(s) of Bondholder(s)

Street City State Zip

Area Code Telephone Number

Signature(s): _____

Date: _____

Note: The signature(s) to this Bondholder Tender Notice must correspond exactly to the name(s) appearing on the registration books of the City maintained by _____ as Bond Registrar, in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

The principal amount of this Bond requested to be purchased pursuant to this Bondholder Tender Notice is

\$ _____ (Insert Total Principal Amount of Bond or a portion thereof in the amount of \$100,000 or any integral multiple of \$5,000 in excess thereof)

IF NO AMOUNT IS INDICATED IN THE SPACE ABOVE, THE REGISTERED OWNER OF THIS BOND SUBJECT TO THIS BONDHOLDER TENDER NOTICE WILL BE DEEMED TO HAVE TENDERED THE BOND IN ITS FULL PRINCIPAL AMOUNT FOR PURCHASE.

SPECIAL DELIVERY INSTRUCTIONS

To be completed only if the Registered Owner of this Bond is the Registered Owner of at least \$1,000,000 in aggregate principal amount of this Bond and the issue of which it is a part, and wishes to direct the Tender Agent to wire transfer the purchase price of the Bond (or portion thereof) to be purchased.

Wire transfer purchase price to:

Account Number: _____

Location of Account: _____

(Include Zip Code)

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued, as in this Indenture provided, valid, binding and legal special, limited obligations of the City, and to constitute this Indenture a valid and binding agreement securing payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, have been done and performed; and the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, in all respects duly have been authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH: That, to secure the payment of the principal and purchase price of, and premium, if any, and interest on the Bonds according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and on a subordinated basis, to secure the obligations of the Borrower to the Bank under the Reimbursement Agreement; and in consideration of the premises, and of the purchase of the Bonds by the holders thereof, the City by these presents does grant, to the Trustee and its successors in trust, a lien on and a security interest in the following described property, rights, privileges and franchises,

GRANTING CLAUSE FIRST

All right, title and interest and privilege of the City now owned or hereafter acquired in, to and under the Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the City to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to or for the account of or receivable by the City under the Agreement (whether payable pursuant to the Agreement or otherwise), to bring actions and proceedings under the Agreement or for the enforcement thereof, to pursue the remedies provided in the Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the City is or may become entitled to do under the Agreement, but excluding the rights of the City (a) to receive payment of expenses and attorneys' fees thereunder, (b) for indemnification under Section 5.2 of the Agreement, (c) to receive notices and other documents under the Agreement, and (d) to inspect the Project under Section 5.1 of the Agreement;

GRANTING CLAUSE SECOND

All monies and securities held by the Trustee in any of the funds or accounts established under this Indenture (except certain amounts held in the Bond Purchase Fund, as provided herein), subject, however, to the application thereof to the uses and in the manner set forth in this Indenture;

GRANTING CLAUSE THIRD

All property which is by the express provisions of this Indenture required to be subject to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the City or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder; and

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture, to the Trustee and its successors in trust and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued under and secured by this Indenture, without preference, privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds except as provided herein; and on a subordinated basis for the benefit, security and protection of the Bank as described above.

PROVIDED that if the City, its successors and assigns, shall well and truly pay or cause to be paid the principal or redemption price of the Bonds and the interest due or to become due thereon, at the times and in the manner recited in the form of Bond hereinbefore set forth according to the true intent and meaning thereof, and shall cause the payments to be made into

the Bond Fund as required under Article V hereof or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall well and truly keep, perform and observe all the covenants and conditions required pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and shall pay all amounts owing to the Bank under the Reimbursement Agreement and return the Letter of Credit to the Bank for cancellation, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee shall forthwith release, surrender and otherwise cancel any interest it may have in the Agreement and the Note; otherwise this Indenture be and remain in full force and effect.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said payments, revenues, rents and receipts hereby pledged are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the said Bonds, as follows:

ARTICLE I.

DEFINITIONS

All words and phrases defined in Article I of the Agreement shall have the same meanings in this Indenture. In addition, the following words and phrases shall have the following meanings:

"Acquisition and Construction Fund" means City of Chicago Variable Rate Demand Multi-Family Housing Revenue Bond Acquisition and Construction Fund (Renaissance Center, L.P. Project), created and established in Section 6.6 of this Indenture.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agreement" means the Loan Agreement dated as of _____, 1999, by and between the City and the Borrower, as from time to time supplemented and amended.

"Alternate Credit Facility" means an irrevocable letter of credit, a surety bond, an insurance policy or other credit facility delivered to the Trustee pursuant to Section 5.7(d) of the Agreement.

"Authenticating Agent" means the Trustee or the Paying Agent.

"*Available Moneys*" mean (a) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during the term of the Letter of Credit, (i) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and which were continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder in which no moneys which were not Available Moneys were at any time held, together with investment earnings on such Bond proceeds; (ii) moneys (A) paid by the Borrower to the Trustee, (B) held in any fund, account or subaccount established hereunder in which no other moneys which are not Available Moneys are held, and (C) which have so been on deposit with the Trustee for at least 123 consecutive days from their receipt by the Trustee during and prior to which period no petition by or against the City or the Borrower under any bankruptcy or similar law now or hereafter enacted shall have been filed (unless such petition shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys; (iii) moneys received by the Trustee from any draw on the Letter of Credit, together with investment earnings on such moneys; (iv) proceeds from the remarketing of any Bonds pursuant hereto to any person other than the Borrower, any affiliate of the Borrower, the City or any person which is an "*insider*" of any such person within the meaning of Title 11 of the United States Code, as amended (the "*Bankruptcy Code*"); (v) the proceeds of any bonds issued to refund the Bonds (and the proceeds of the investment thereof); and (vi) any other moneys or securities, if there is delivered to the Trustee at the time of issuance and sale of such Bonds an opinion (which may assume that no owner of Bonds is an "*insider*" within the meaning of the Bankruptcy Code) of nationally recognized bankruptcy counsel to the effect that the use of such proceeds to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code which could be recovered under Section 550(a) of the Bankruptcy Code should the City or the Borrower become a debtor in a case or proceeding commenced thereunder and (b) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during a period in which the Letter of Credit is not in effect, any moneys furnished to the Trustee pursuant to this Indenture and the proceeds from the investment thereof. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Borrower Bonds, the term "*Available Moneys*" shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys drawn under the Letter of Credit.

"*Bank*" means _____, Chicago, Illinois, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) of the Agreement, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit or Alternate Credit Facility pursuant to Section 5.7(c) or Section 5.7(d) of the Agreement, its successors in such capacity and their assigns.

"*Beneficial Owners*" means the person in whose name a Bond is recorded as beneficial owner of such Bond by the Securities Depository as a participant or indirect participant.

"*Bond*" or "*Bonds*" means the Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Center, L.P. Project) Series 1999__ of the City, in the original aggregate principal amount of \$ _____ issued pursuant to this Indenture.

"*Bond Counsel*" means the counsel who rendered the opinion as to the tax-exempt status of the interest on the Bonds on the date of the issuance, sale and delivery of the Bonds or such other nationally recognized municipal bond counsel of recognized expertise with respect to such matters as may be mutually satisfactory to the City, the Borrower, the Bank and the Trustee.

"*Bond Fund*" means City of Chicago Bond Fund (Renaissance Center, L.P. Project), created and established by Section 6.2 of this Indenture.

"*Bond Ordinance*" means the ordinance adopted by the City Council of the City on _____, 1999 which authorizes the issuance of the Bonds.

"*Bond Purchase Fund*" means City of Chicago Bond Purchase Fund (Renaissance Center, L.P. Project) created and established by Section 6.8 of this Indenture.

"*Bond Registrar*" means _____ and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor bond registrar at the time serving as such hereunder.

"*Bondholder*" or "*holder*" or "*owner*" of a Bond means the Registered Owner of such Bonds.

"*Borrower*" means Renaissance Center, L.P., an Illinois limited partnership, its successors and assigns.

"*Borrower Bonds*" means any Bonds (i) owned or held by the Borrower or the City or an agent of the Trustee for the account of the Borrower or the City or (ii) with respect to which the Borrower or the City has notified the Trustee, or which the Trustee actually knows, was purchased by another person for the account of the Borrower or the City.

"*Business Day*" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is required or authorized by law to remain closed or (iv) a day on which the New York Stock Exchange is closed.

"*Cap Rate*" means the rate per annum equal to the least of (a) 18 percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, 10 percent per annum) or (c) the maximum contract rate of interest permitted by the laws of the State.

"*City*" means the City of Chicago, party of the first part to this Indenture, and its lawful successors and assigns.

"Code" means the federal Internal Revenue Code of 1986, as amended and, any regulations, temporary regulations and proposed regulations promulgated thereunder, or applicable thereto.

"Conversion Date" means the date on which the Fixed Rate on the Bonds shall be effective pursuant to Section 2.2 hereof.

"Cost" or "Costs" means any cost in respect of the Project permitted under the Constitution and laws of the State and the Code.

"Depository" means The Depository Trust Company in New York, New York, its successors and assigns, or any other person who shall be an owner of all Bonds of any series directly or indirectly for the benefit of Beneficial Owners and approved by the City, the Borrower, the Trustee and the Remarketing Agent to act as the Depository; provided that any Depository shall be registered or qualified as a "clearing agency" within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended.

"Determination of Taxability" means (i) the receipt by the Borrower of a written notice from the Trustee or the receipt by the Borrower and the Trustee of a written notice from any owner of any Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project or a "related person," within the meaning of Section 147(a) of the Code); or (ii) the delivery to the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project or a "related person," within the meaning of Section 147(a) of the Code); or (iii) filing by the Borrower with the Trustee, any owner of any Bond or the Internal Revenue Service of any certificate, statement, or other tax schedule, return or document which discloses that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the owner of any Bond or any former owner of any Bond (other than a "substantial user" of the Project or a "related person," within the meaning of Section 147(a) of the Code); or (iv) any amendment, modification, addition or change shall be made in any provision of the Code or in any regulation or proposed regulation thereunder, or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality, or any opinion of any Federal court or of the United States Tax Court shall be rendered, and the Trustee, the Bank or the owner of any Bond shall have notified the Borrower and the Trustee in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project or a "related person," within the meaning of Section 147(a) of the Code). No event described in (i) above shall constitute a Determination of Taxability unless the Borrower has been afforded the opportunity to contest the same either directly or in the name of any Bondholder or Beneficial Owner, and until conclusion of any appellate review, if sought.

"*Event of Default*" means any occurrence or event specified as such in and defined as such by Section 9.1 hereof.

"*Fixed Rate*" means the interest rate to be borne by the Bonds on and after the Conversion Date, established in accordance with Section 2.2 hereof.

"*Fixed Rate Interest Payment Date*" has the meaning set forth in Section 2.2 hereof.

"*Fixed Rate Period*" means the period from and after the Conversion Date until the maturity date of the Bonds.

"*Governmental Obligations*" means noncallable, direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"*Indenture*" means this Trust Indenture, as from time to time supplemented and amended.

"*Interest Payment Date*" means, as the context requires, a Variable Rate Interest Payment Date or a Fixed Rate Interest Payment Date.

"*Issuance Costs*" means all costs and expenses of issuance of the Bonds, including, but not limited to:

- (i) placement agent's fees or underwriter's discount;
- (ii) counsel fees and expenses, including Bond Counsel, City's counsel, Placement Agent's or underwriter's counsel and Borrower counsel, as well as any other specialized counsel;
- (iii) financial advisor fees;
- (iv) rating agency fees;
- (v) Trustee fees and the Trustee's counsel fees;
- (vi) paying agent and certifying and authenticating agent fees related to issuance of the Bonds;
- (vii) accountant fees;
- (viii) printing costs of the Bonds and of any private placement memorandum;
- (ix) publication costs associated with the financing proceedings.

"*Issuance Cost Fund*" means the fund so designated that is established pursuant to Section 6.1 hereof.

"*Land Use Restriction Agreement*" means the Land Use Restriction Agreement dated as of the date hereof, between the Borrower and the Trustee.

"*Letter of Credit*" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) of the Agreement, and, unless the context of use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) of the Agreement, and any extensions or amendments thereof.

"*Letter of Credit Substitution*" means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least 35 days prior to what would otherwise be the Letter of Credit Substitution Date.

"*Letter of Credit Substitution Date*" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"*Letter of Credit Termination Date*" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur (as extended from time to time), unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 5.7(c) of the Agreement at least 35 days prior to such Letter of Credit Termination Date.

"*Maintenance of Rating*" means (i) if the Bonds are then rated by either Moody's or S&P, written confirmation from Moody's (only if Moody's is then maintaining a rating on the Bonds) and S&P (only if S&P is then maintaining a rating on the Bonds), that upon the effective date of the substitute Letter of Credit, the existing ratings on the Bonds will not be withdrawn or reduced as a result of the substitution of such Letter of Credit, or (ii) if the Bonds are not then rated by a Rating Agency, written verification that the higher of the commercial paper credit ratings from Moody's and S&P of the provider of the substitute Letter of Credit is at least equal to the higher of the then commercial paper credit ratings of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

"*Moody's*" means Moody's Investors Service, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and its successor and assigns.

"*Note*" means the promissory note of the Borrower made payable to the Trustee pursuant to Section 4.2(a) of the Agreement.

"*Outstanding*" or "*Bonds outstanding*" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled after purchase or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds or portions thereof (of authorized denominations) deemed to be paid, as provided in Article VIII hereof;

(c) Bonds in lieu of which other Bonds have been authenticated under Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof; and

(d) Unsurrendered Bonds.

If this Indenture shall have been discharged pursuant to the provisions of Article VIII hereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"*Paying Agent*" means the Bond Registrar, serving as paying agent pursuant to this Indenture.

"*Placement Agent*" means _____, and any successors thereto.

"*Placement Agreement*" means the Placement Agreement dated as of _____, 1999, among the City, the Borrower and the Placement Agent, as from time to time supplemented and amended, relating to the placement of the Bonds.

"*Project*" means the acquisition, construction and equipping of the Project Facilities.

"*Project Facilities*" means, collectively, the real estate and other property located at 2800 West Fulton Street, Chicago, Illinois, as further described in *Exhibit B* to the Agreement, including all of the buildings and improvements to be erected or installed therein and thereon, together with fixtures, machinery, furnishings and equipment included therein and all replacements thereto.

"*Proposed Conversion Date*" means any Interest Payment Date designated by the Borrower as the Conversion Date under this Indenture.

"*Purchased Bonds*" has the meaning set forth in Section 6.9 hereof.

"*Rating Agency*" means S&P, Moody's, and their respective successors and assigns, and, if for any reason either such rating agency no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City and approved in writing by the Borrower and the Bank.

"*Rating Category*" or "*Rating Categories*" means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"*Record Date*" means, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on the Bonds, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on the Bonds.

"*Registered Owner*" means the person or persons in whose name or names a Bond shall be registered on the registration books of the City maintained by the Bond Registrar for that purpose in accordance with the terms of this Indenture.

"*Reimbursement Agreement*" means the Reimbursement Agreement dated as of _____, 1999, between the Borrower and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the Trustee; and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreement between the Borrower and the issuer of any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(b), Section 5.7(c) or Section 5.7(d) of the Agreement, as from time to time supplemented and amended, which provides that it is a Reimbursement Agreement for purposes of the Agreement and this Indenture.

"*Remarketing Agent*" means _____ and any successors thereto, appointed in accordance with Section 10.11 hereof.

"*Remarketing Agreement*" means the Remarketing Agreement dated as of _____, 1999, by and between the Borrower and the Remarketing Agent, as from time to time supplemented and amended.

"*Representation Letter*" means the Blanket Issuer Letter of Representations from the City and accepted by DTC.

"*Revenues*" means the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, consisting of the following: (i) all amounts payable pursuant to Section 4.2(a) of the Agreement, including amounts payable on the Note, and all receipts of the Trustee credited under the provisions of this Indenture against said amount payable, including all moneys drawn by the Trustee under the Letter of Credit to pay the principal of, premium, if any, and interest on the Bonds, (ii) any portion of the net proceeds of the Bonds deposited with the Trustee under Sections 6.1 and 6.7 hereof, and (iii) any amounts paid into the Bond Fund from the Acquisition and Construction Fund, including income on investments of the Bond Fund and the Acquisition and Construction Fund.

"*S&P*" means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"*State*" means the State of Illinois.

"*Stated Expiration Date*" means the fifteenth day of a calendar month, which day is the date on which the Letter of Credit is stated to expire.

"*Substantial User*" means "*substantial user*" within the meaning of Section 147(a) of the Code (or any successor sections thereto).

"*Tax Agreement*" means the Arbitrage and Tax Regulatory Agreement dated as of the date of issuance of the Bonds, among the Borrower, the City and the Trustee.

"*Tender Agent*" means _____ serving as tender agent pursuant to this Indenture and any successor tender agent at the time serving as such hereunder.

"*Trust Estate*" means the property conveyed to the Trustee pursuant to the Granting Clauses of this Indenture.

"*Trustee*" means [Name of Trustee], a[n] _____ banking corporation and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

"*Unredeemed Bonds*" means Bonds (or portions thereof in authorized denominations) which are not tendered as required under the provisions of Section 4.1 and Section 4.2 hereof, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds tendered or deemed to be tendered for purchase on the applicable Mandatory Tender Date, as defined in Section 4.2 hereof.

"*Variable Rate*" means the interest rate on the Bonds from time to time in effect during the Variable Rate Period, as established in Section 2.2 hereof.

"*Variable Rate Interest Payment Date*" has the meaning set forth in Section 2.2 hereof.

"*Variable Rate Period*" means the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of the Bonds.

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Bonds/Authentication and Delivery of Bonds. The total principal amount of Bonds that may be issued is hereby expressly limited to _____ Dollars (\$ _____), except as provided in Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof.

The Trustee, forthwith upon execution and delivery of this Indenture or thereafter, from time to time, upon execution and delivery to the Trustee by the City of the Bonds, and without any further action on the part of the City, shall authenticate the Bonds in an aggregate principal amount not to exceed _____ Dollars (\$ _____), and shall deliver the Bonds upon the request of the City.

Section 2.2. Issuance of Bonds; Disposition of Proceeds. The Bonds shall be designated "City of Chicago, Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Center, L.P. Project) Series 1999__", and shall be in the aggregate principal amount of \$ _____. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. Except as provided in Section 3.2 hereof, the Bonds shall be issuable only as fully registered Bonds without coupons in denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof during the Variable Rate Period, and in

denominations of \$5,000 and any integral multiple thereof during the Fixed Rate Period. Unless the City shall otherwise direct, the Bonds shall be numbered separately from R-1 upward.

All Bonds shall be dated the date of initial issuance and delivery thereof by the City, and shall mature on _____, ____ (subject to prior redemption as hereinafter provided in Article III). Bonds shall also bear the date of their respective authentication as specified in Section 2.4 hereof. Interest on the Bonds shall be payable during the Variable Rate Period on _____, 1999, on the first Business Day of each calendar month thereafter and on the Conversion Date (each a "*Variable Rate Interest Payment Date*"), until the earlier of the Conversion Date or the maturity date of the Bonds; and during the Fixed Rate Period on the first day of the January or July immediately following the Conversion Date and on the first day of each January and July thereafter (each a "*Fixed Rate Interest Payment Date*"), until paid.

The Bonds shall bear interest at the rate that is in effect from time to time in accordance with the provisions hereinafter set forth (calculated during the Variable Rate Period on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period on the basis of a calendar year of 360 days consisting of twelve 30-day months). Interest shall accrue on overdue payments of principal, premium, if any, and interest as provided in the form of Bond. The Bonds shall bear interest at the Variable Rate during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case the Bonds shall bear interest from the date of the initial delivery of the Bonds, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Variable Rate Interest Payment Date; and shall bear interest at the Fixed Rate during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first Fixed Rate Interest Payment Date immediately following the Conversion Date, in which case the Bonds shall bear interest from the Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Fixed Rate Interest Payment Date.

During the Variable Rate Period, the Bonds shall bear interest from the date of the initial delivery of the Bonds or the Thursday of a week, as the case may be, to and including the Wednesday of the next week at the Variable Rate for such interest rate period (an "*Interest Rate Period*") as follows: (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at a rate of ____ percent, and (ii) during each Interest Rate Period thereafter, at a rate equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day in the event that any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal

amount thereof, and on such date shall give notice of the interest rate so determined by telephone or telegraph, promptly confirmed in writing, to the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on the Bonds for the immediately following Interest Rate Period; *provided* that if for any reason the interest rate on the Bonds for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for such Interest Rate Period shall be determined by the Trustee and shall be a percentage per annum (not to exceed the Cap Rate) equal to 80 percent of the bond equivalent yield (calculated in accordance with standard practice in the banking industry) applicable to 91-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 91-day United States Treasury bills shall have been sold at the most recent United States Treasury auction of such 91-day United States Treasury bills as quoted or published by the Federal Reserve Board or any department or agency of the United States of America; provided further, that in the event that there shall not have been a United States Treasury auction of such 91-day United States Treasury bills on any date during the 10 Business Days immediately preceding such date of determination of the Variable Rate or in the event that such discount rates for any United States Treasury auction of such 91-day United States Treasury bills during such 10 Business Day Period shall not be quoted or published by the Federal Reserve Board or any department or agency of the United States of America, the Variable Rate for the immediately preceding interest rate period shall remain in effect for such Interest Rate Period. The Trustee shall confirm the interest rate on the Bonds from time to time in effect by telephone (confirmed in writing if requested). The determination of the Variable Rate shall be conclusive and binding on the City, the Borrower, the Trustee, the Tender Agent, the Paying Agent, the Remarketing Agent, the Bank and the Registered Owners from time to time of the Bonds.

Notwithstanding the above, the Bonds shall bear interest at the Fixed Rate for the Fixed Rate Period equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent, the Tender Agent and the Bank shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate at least 45 days prior to the Proposed Conversion Date. On or before the Business Day next preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of the principal amount thereof, and on such date shall give notice by facsimile or telephone, promptly confirmed in writing, of the interest rate so determined to the City, the Trustee, the Borrower, the Tender Agent and the Bank, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation. In the event that all conditions to the establishment of the Fixed Rate shall not be met, the Bonds shall bear interest at the Variable Rate for the remaining portion of the current Interest Rate Period at the Variable

Rate then in effect, or for an Interest Rate Period at the Variable Rate in effect for the immediately preceding Interest Rate Period and will continue to remain outstanding in accordance with the terms of this Indenture as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate. The determination of the Fixed Rate shall be conclusive and binding on the City, the Borrower, the Trustee, the Remarketing Agent, the Tender Agent, the Bank and the owners from time to time of all the Bonds.

Notwithstanding any term or provision hereof to the contrary, there shall be no Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to Bonds in the Fixed Rate Period, unless the Trustee shall have received an opinion of Bond Counsel to the effect that the addition or extension of any Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to the Bonds in the Fixed Rate Period will not have an adverse effect on the exclusion of interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation.

The Bond Registrar shall stamp a legend on the face of each Bond authenticated on or after the Conversion Date in substantially the following form:

"This Bond bears interest at the Fixed Rate, as defined in this Bond, which is ____% per annum, from and after _____."

The Bonds shall be subject to redemption prior to maturity as set forth in Article III hereof, and shall be subject to tender for purchase as set forth in Article IV hereof.

The proceeds derived from the issuance of the Bonds shall be deposited in the Acquisition and Construction Fund and the Issuance Cost Fund in such amounts as shall be directed by the City to the Trustee at the time of issuance of the Bonds.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of its Mayor and shall have impressed or imprinted thereon the official seal of the City or a facsimile thereof and shall be attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk. All authorized facsimile signatures shall have the same force and effect as if manually signed. If any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the authentication or delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the City by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the City, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds, together with premium, if any, and interest thereon, shall be special, limited obligations of the City, payable solely from the Revenues and shall be a valid claim of the owners from time to time thereof only against the Bond Fund and other moneys held by the Trustee and the Tender Agent and pledged to the payment of the Bonds, and the Revenues, which Revenues shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in

this Indenture or the Agreement. The Bonds shall not constitute an indebtedness of the City or a charge against its general credit or the general credit taxing powers of the State, the City, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the City, and neither the City, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Bonds, and the Bonds are payable from no other source, but are special, limited obligations of the City, payable solely out of the Revenues and receipts of the City derived pursuant to the Agreement. No owner of the Bonds shall have the right to compel any exercise of the taxing power of the State or any other political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or any obligation, covenant or agreement in this Indenture against any official of the City, or any official, officer, agent, employee or independent contractor of the City or any person executing the Bonds. No covenant, stipulation, promise, agreement or obligation contained in the Bonds, this Indenture or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the City in his or her individual capacity and neither any official of the City nor any officers executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 2.4. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the Bondholder thereof is entitled to the benefit of the trust hereby created.

Section 2.5. Form and Place of Payment of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Indenture.

The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America only at the principal corporate trust office of the Paying Agent. Payment of interest on any Bond due on any regularly scheduled Interest Payment Date shall be made to the Registered Owner thereof. Payments of interest on any Bond shall be made by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner thereof as of the Record Date preceding such Interest Payment Date at the address of such Registered Owner as it appears on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on such Record Date; provided, that, on or prior to the Conversion Date, payments of interest on any Bond may be made by wire transfer in immediately available funds to the Registered Owner of such Bond in the event that such Registered Owner is the Registered Owner of at least \$1,000,000 in aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the

applicable Interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. The Trustee shall transfer to the Paying Agent, from moneys on deposit in the Bond Fund, on or before a scheduled payment date, amounts sufficient to make such payments to the Registered Owner in immediately available funds.

Section 2.6. Delivery of Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers thereof as directed by the City as hereinafter in this Section 2.6 provided.

Prior to the delivery of any of the Bonds there shall be filed with the Trustee (and the Trustee shall notify the Authenticating Agent of such filing):

1. A copy, duly certified by an authorized officer of the City, of the Bond Ordinance.
2. The Note, the Letter of Credit and original executed counterparts of this Indenture, the Agreement, the Reimbursement Agreement, the Placement Agreement and the Remarketing Agreement.
3. A written request and authorization to the Authenticating Agent by the City and signed by an authorized officer of the City to authenticate and deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the City, of a sum specified in such written request and authorization representing the principal proceeds of the Bonds, plus a sum specified in such request and authorization representing accrued interest, if any, thereon to the date of delivery.
4. Evidence of recordation of the Land Use Restriction Agreement.

Section 2.7. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Authenticating Agent may authenticate a new Bond of like denomination as that mutilated, lost, stolen or destroyed, bearing a number not contemporaneously then outstanding; provided, that, in the case of any mutilated bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City, the Trustee, the Bond Registrar and the Borrower evidence of such loss, theft or destruction satisfactory to the City, the Trustee, the Bond Registrar and the Borrower, together with an indemnity satisfactory to each of them. In the event any such Bond shall have matured or is to mature within 15 days after the request for a new Bond, instead of issuing a duplicate Bond, the City may pay the same on the appropriate date. As a prerequisite to the delivery of such Bonds, the City and the Authenticating Agent may charge the owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.8. Registration, Transfer and Exchange of Bonds.

(a) The Trustee, as Bond Registrar, shall fully register, on the registration books of the City to be maintained by the Trustee, each of the Bonds issued hereunder in the name of the owner. The registration books shall be kept for that purpose at the principal corporate trust office of the Trustee. No transfer of a Bond shall at any time be valid unless it is made in the registration books at the written request of the Registered Owner or his legal representative. A Bond is transferable by the Registered Owner or his duly authorized attorney at the principal corporate trust office of the Trustee, upon surrender of the Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Trustee, subject to such reasonable regulations as the City or the Trustee may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new fully registered Bond or Bonds of the same maturity and in the same aggregate principal amount will be issued to the transferee.

(b) The City and the Trustee shall not be required to (i) issue or register the transfer of or exchange any Bonds to be considered for redemption during the period beginning on the 10th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption or (ii) register the transfer of or exchange any portion of any Bonds selected for redemption until after the redemption date.

(c) Upon payment of any required tax, fee or other governmental charge and subject to the conditions provided in this Indenture, Bonds, upon the surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Registered Owner thereof, may be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity and interest rate of any other authorized denomination.

(d) The City and the Trustee may deem and treat the person in whose name the Bond shall be registered at any particular point in time (whether such time is a Record Date or otherwise) as the absolute owner thereof for all purposes, whether such Bond shall be overdue or not, and payment of or on account of the principal of or interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof (at such point in time as provided herein) or his legal representative, but such registration may be changed, as herein provided. All such payments made by the Trustee pursuant to this Indenture shall be valid and effectual to satisfy and discharge the liability of the City upon any such Bond, to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Section 2.9. Cancellation of Bonds; Reductions of Letter of Credit. Whenever any outstanding Bond shall be delivered to the Trustee or the Bond Registrar for cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 2.7 hereof, or upon exchange or transfer pursuant to Section 2.8 hereof, or upon partial redemption pursuant to Section 3.2 hereof, or upon tender for purchase pursuant to Section 4.1 or Section 4.2 hereof, such Bond shall be delivered by the Trustee or the Tender Agent to the Bond Registrar, shall be promptly canceled and destroyed by the Bond Registrar and counterparts of a certificate evidencing such cancellation and destruction shall be furnished by the Bond Registrar to the Trustee, the Tender Agent, the City and the Borrower. In

the event that the Bonds (other than Bonds held by the Tender Agent pursuant to Section 6.9 hereof) are redeemed prior to maturity in part pursuant to Article III hereof and delivered by the Borrower to the Trustee for cancellation pursuant to this Section 2.9 in the aggregate principal amount of \$100,000 or more, the Trustee may reduce the amount of the Letter of Credit in accordance with its terms in an amount equal to the principal amount of such Bonds plus interest on such principal amount for the number of days of interest coverage then specified in the Letter of Credit at the Cap Rate.

Section 2.10. Application of Bond Proceeds. The proceeds of the Bonds shall be deposited with the Trustee, as follows:

- (a) Accrued interest, if any, shall be deposited in the Bond Fund; and
- (b) The remaining proceeds of the Bonds shall be deposited in the Acquisition and Construction Fund.

Section 2.11. Book Entry System. Initially, it is intended that the Bonds be registered so as to participate in a securities depository system with The Depository Trust Company ("DTC") (the "DTC System"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC. The City and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Indenture, the terms of this Indenture shall control. DTC may exercise the rights of an owner only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Trustee and the Borrower shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the City, the Trustee and the Borrower shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant or Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or the purchase price with respect to any Bonds tendered for purchase or (iv) any consent given by DTC as owner. So long as certificates for the Bonds are not issued pursuant to Section 2.12, the City, the Borrower and the Trustee may treat DTC or any successor Depository as, and deem DTC or any successor Depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the

payment of principal and interest on the Bonds and the purchase price with respect to any Bonds tendered for purchase, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no Person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

So long as Cede & Co. is the registered owner of the Bonds, optional tender notices hereunder shall be given by the Beneficial Owner of such Bonds exercising ownership rights through DTC Participants pursuant to DTC's operating procedures as in effect from time to time.

Section 2.12. Successor Securities Depository; Transfers Outside Book Entry System. If (a) the City or the Borrower determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City or the Borrower determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the registration books of the City in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor Depository operating a securities depository system, as may be acceptable to the City, or such Depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or names owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 2.13. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE III.

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Certain Redemption Dates and Prices.

(a) *Optional Redemption.* On or prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by

or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption) on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds shall also be subject to redemption prior to maturity by the City at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole on any date, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee), during the redemption periods and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the date fixed for redemption:

YEARS REMAINING FROM CONVERSION DATE UNTIL FINAL MATURITY OF THE BOND TO BE REDEEMED	FIRST DAY OF REDEMPTION PERIOD	REDEMPTION PRICES
More than _____	_____ Anniversary of Conversion Rate	____%, declining by ____% succeeding anniversary of the _____ Anniversary of the Conversion Date until reaching ____%, and thereafter at ____%
More than _____ but not more than _____	_____ Anniversary of Conversion Date	____%, declining by ____% on each succeeding anniversary of the _____ Anniversary of the Conversion Date until reaching ____%, and thereafter at ____%
More than _____ but not more than _____	_____ Anniversary of Conversion Date	____%, declining by ____% on each succeeding anniversary of the _____ Anniversary of the Conversion Date until reaching ____% and thereafter at ____%
More than _____ but not more than _____	_____ Anniversary of Conversion Date	____%, declining by ____% on each succeeding anniversary of the _____ Anniversary of the Conversion Date until reaching ____% and thereafter at ____%
_____ or fewer	Bonds not callable	

Notwithstanding any provision in this Indenture or the Bonds to the contrary, the Indenture and the Bonds may be amended as of the Conversion Date upon the request of the Borrower, without the consent of any of the Bondholders, to change the redemption provisions applicable during the Fixed Rate Period to such redemption provisions as are acceptable to the Borrower provided the Borrower provides an opinion of Bond Counsel to the Trustee to the effect that such amendment will not adversely affect the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) *Extraordinary Optional Redemption.* After the Conversion Date, at the option of the Borrower, the Bonds shall be subject to redemption as a whole prior to maturity on any date at a redemption price of 100 percent of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, within 360 days after the occurrence of any one of the following events:

(i) the Project shall have been damaged or destroyed to such an extent that, in the opinion of the Borrower, (x) the required restoration and repair could not reasonably be expected to be completed within a period of six months after commencement of restoration or repair, (y) the Borrower is prevented or would likely be prevented from using the Project for its normal purposes for a period of six months or more, or (z) the cost of restoration and repair would exceed 25 percent of the original cost of acquiring, constructing and equipping the Project; or

(ii) title to the whole or any part of the Project or the use or possession thereof shall have been taken or condemned by a competent authority to such an extent that, in the opinion of the Borrower, the Borrower is prevented from using the Project for its normal purposes for a period of six months or more.

(c) *Mandatory Redemption Upon Determination of Taxability.* The Bonds shall be subject to mandatory redemption prior to maturity by the City from funds derived from the prepayment of the Note by the Borrower pursuant to Section 7.1(a) of the Agreement, as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability, at a redemption price of 100 percent of the principal amount to be redeemed (or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

(d) *Direction to Trustee to Call for Redemption.* The City hereby directs the Trustee to, and the Trustee shall, direct the Bond Registrar to call Bonds for redemption when it shall have been notified in writing by the Borrower, pursuant to Section 7.3 of the Agreement and shall direct the Bond Registrar to mail a copy of the notice of redemption to the Bank, the Borrower, the Paying Agent and the Remarketing Agent at the same time as the Bond Registrar mails such notice of redemption to the owners of the Bonds that have been called for redemption pursuant to Section 3.3 hereof; provided, that, so long as the Letter of Credit is in effect, the Trustee shall not direct the Bond Registrar to give notice of any redemption pursuant to Section 3.1(a) hereof unless the Bank has consented in writing to such redemption.

Section 3.2. Partial Redemption of Bonds. In the case of a partial redemption of Bonds prior to maturity by lot when Bonds of denominations greater than \$100,000 during the Variable

Rate Period or greater than \$5,000 during the Fixed Rate Period are then outstanding, then for all purposes in connection with such redemption, each \$5,000 of face value of principal amount shall be treated as though it were a separate Bond in the denomination of \$5,000, as the case may be. If it is determined that one or more, but not all of the \$5,000 units of face value represented by any Bond is to be called for redemption, then upon notice of redemption of such \$5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Paying Agent (1) for payment of the redemption price (including the premium, if any, and interest, if any, to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than \$5,000 of principal amount shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such \$5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent, and being available for the redemption of said unit or units on the date fixed for redemption) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such \$5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in authorized denominations. During any period in which this Indenture requires minimum denominations of \$100,000, the Trustee shall not select portions of Bonds for redemption, such that the outstanding principal amount of any Bond is less than \$100,000 after giving effect to such call for redemption.

Section 3.3. Notice of Redemption. (a) Such notice of the call for any redemption shall be given by the Trustee, at the direction of the Borrower or the City (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least 30 but not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred.

All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the CUSIP number (and in the case of partial redemption, the respective principal amounts), interest rates and maturity dates of the Bonds to be redeemed;

(4) that on the date fixed for redemption the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date;

(5) the name and address of the Trustee and any Paying Agent for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price; and

(6) such other information as the Trustee deems advisable.

(b) In addition to the redemption notice required by the Section 3.3(a) hereof, further notice (the "*Additional Redemption Notice*") shall be given by the Trustee as set forth below, but no defect in the Additional Redemption Notice, nor any failure to give all or any portion of the Additional Redemption Notice, shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed in Section 3.3(a) of this Indenture.

Each Additional Redemption Notice given hereunder shall contain the information required by Section 3.3(a) hereof, plus (i) the date such notice has been or will be mailed pursuant to this subsection (b); (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed prior to maturity; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least 30 days before the date fixed for redemption by legible facsimile transmission, registered or certified mail (postage prepaid) or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, and to at least two (2) national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.4. Redemption Payments. On or prior to the date fixed for redemption, funds immediately available hereunder at the principal corporate trust office of the Trustee on such redemption date shall be deposited in the Bond Fund and transferred to the Paying Agent to pay, and the Paying Agent is hereby authorized and directed to apply such funds in the Bond Fund to the payment of, the Bonds or portions thereof called for redemption, together with accrued interest, if any, thereon to the date fixed for redemption and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue from and after the date fixed for redemption, and such Bonds shall no longer be entitled to the benefit or security of this Indenture.

Section 3.5. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and disposed of by the Trustee or Bond Registrar in accordance with Section 2.9 hereof.

ARTICLE IV.

TENDERS FOR PURCHASE AND REMARKETING OF BONDS

Section 4.1. Purchase of Bonds at Option of Holder. The owner of any Bond shall have the right to tender such Bond to the Tender Agent for purchase in whole or in part (in any authorized denomination, provided that after such tender such remaining portion shall also be in an authorized denomination) on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount of Bonds tendered plus accrued interest to the specified purchase date. In order to exercise such option with respect to any Bond or portion thereof, the owner thereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day at least seven days immediately preceding the proposed purchase date, written notice or notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two Business Days after such telephonic notice, of tender to the Tender Agent (which written notice of tender shall in either case be in the form provided in this Indenture or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the owner thereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which such written notice of tender shall have been given shall deliver each Bond to be purchased as a whole or in part and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other forms acceptable to the Tender Agent), to the Tender Agent at its designated corporate trust office, and any Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the owner thereof and purchased from such owner on the specified purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

If any such notice of tender for purchase shall have been given to the Tender Agent pursuant to this Section 4.1, the Tender Agent shall immediately give telephonic notice, promptly confirmed by a written notice, to the Remarketing Agent, the Bank, the Trustee and the Borrower on the same date that the Tender Agent receives notice of the tender for purchase, if possible, or on the immediately following Business Day, specifying the principal amount of Bonds as to which notice of tender for purchase has been given and the proposed date of purchase. On the specified purchase date, the Tender Agent shall purchase, or cause to be purchased, all Bonds as to which written notices of tender for purchase have been received at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be withdrawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed to be tendered for purchase on such specified purchase date, the owner of any Unsurrendered Bond shall not be entitled to

receive interest on such Unsurrendered Bond on and after the specified purchase date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.1 on such specified purchase date. The Bond Registrar, at the direction of the Tender Agent, shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any specified purchase date and, upon receipt of any such Unsurrendered Bonds from the owner thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

When the Bonds are held under a Book-Entry System pursuant to Section 2.11, Beneficial Owners shall have the right to require a purchase of Bonds as provided in Section 2.11.

Section 4.2. Mandatory Tender of Bonds. Subject to the provisions below, on or prior to the Conversion Date the owner of each Bond shall be required to tender such Bond to the Tender Agent for purchase on (i) a Proposed Conversion Date, (ii) a Letter of Credit Substitution Date or (iii) a Letter of Credit Termination Date (each a "Mandatory Tender Date"), all as more fully provided in this Section 4.2.

Notice of a mandatory tender shall be prepared by the Trustee and given by the Bond Registrar by first class mail, postage prepaid, to the owners of all Bonds at their addresses appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and (a) shall state that the Mandatory Tender Date is a Proposed Conversion Date or a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and that all Bonds, shall be tendered by the owner or Beneficial Owner thereof for purchase at or before 10:00 A.M., New York time, on such Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon, and any such Bond which is not so tendered but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and of all other Bonds so tendered and deemed to be tendered for purchase on the Mandatory Tender Date, shall be deemed to have been tendered for purchase by the owner thereof and purchased from such owner on the Mandatory Tender Date.

All Bonds shall be tendered by the owner thereof to the Tender Agent for purchase at or before 10:00 A.M., New York time on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering such Bonds to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent). On

the Mandatory Tender Date, the Tender Agent shall purchase, or cause to be purchased, all Bonds at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed tendered for purchase on the Mandatory Tender Date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the relevant Mandatory Tender Date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.2 on such Mandatory Tender Date. The Tender Agent shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any Mandatory Tender Date and, upon receipt of any such Unsurrendered Bonds from the owners thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

Section 4.3. Procedures for Purchase of Bonds. Unless otherwise directed by the Borrower not to do so, the Remarketing Agent will use its best efforts to remarket all Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, and to remarket all Bonds held by the Tender Agent pursuant to Section 6.9 hereof. The Borrower may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease to resume the remarketing of some or all of the Bonds.

At or prior to 3:00 P.M., New York time, on the Business Day immediately preceding the applicable purchase date, the Remarketing Agent shall give notice by facsimile or telephone, promptly confirmed in writing, to the Trustee, the Borrower, the Bond Registrar, the Tender Agent (to be received by the Tender Agent by the close of business on such day) and the Bank, specifying or confirming the names, addresses and taxpayer identification numbers of the new Registered Owners of, and the principal amount and denominations of, such Bonds, if any, remarketed by it pursuant to this Section 4.3, and also specifying the principal amount of Bonds to be purchased on such purchase date which it has failed to remarket (if any) and the amount of accrued interest, if any, on such Bonds. The Remarketing Agent shall make appropriate settlement pursuant to this Section 4.3 between the purchasers of such remarketed Bonds and the Tender Agent, and shall direct said purchasers by appropriate instructions to pay all moneys in immediately available funds for the purchase price of the Bonds which have been remarketed pursuant to this Section 4.3 to the Tender Agent for deposit in the Bond Purchase Fund pursuant to Section 6.8 hereof at or before 11:00 A.M., New York time, on the purchase date. The Tender Agent shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to Section 6.8 hereof, and the Tender Agent shall hold and disburse such moneys pursuant to this Section 4.3 and Sections 4.4 and 6.9 hereof.

At or before 3:00 P.M., New York time, on each purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Tender Agent, but only to the extent it shall have received money for such purpose, shall:

(i) pay the purchase price to each owner of a Bond (or portion thereof) tendered for purchase by mailing a check to the owner, or by wire transfer to the Registered Owner thereof in the event that the Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds shall have given written notice to the Tender Agent directing the Tender Agent to make such payment of purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. The Tender Agent shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 6.9 hereof; provided, that the Tender Agent shall not pay or wire transfer the purchase price of any Unsurrendered Bond, unless and until the owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank, to the Tender Agent; and

(ii) redeliver or cancel all Bonds in accordance with this Section 4.3 and Section 6.9 hereof.

Notwithstanding any provision herein contained to the contrary, any Bond remarketed by the Remarketing Agent which has been called for prior redemption pursuant to Article III hereof shall be redelivered with a copy of the redemption notice and any Bond as to which notice of mandatory tender has been given pursuant to Section 4.2 hereof shall be redelivered with a copy of the notice of mandatory tender.

Section 4.4. Duties of Tender Agent. The Tender Agent agrees that it shall:

(a) hold all Bonds delivered to it pursuant to Section 4.1 or Section 4.2 hereof in trust solely for the benefit of the respective owners which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such owners; and

(b) subject to Section 6.10 hereof, hold all moneys delivered to it pursuant to Sections 4.3 and 6.9 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of the person which shall have so delivered such moneys until the purchase date; and on and after the purchase date, the Tender Agent shall hold all such moneys in the Bond Purchase Fund in trust solely for the benefit of the respective owners of the Bonds so purchased until the Tender Agent shall have paid the purchase price with respect to such Bonds to such owners; provided, that if any moneys remain in the Bond Purchase Fund after the payment in full of the purchase price of all Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, such moneys shall be held in trust for the benefit of the Bank and the Borrower, to be applied in accordance with Section 6.9(d) hereof.

Section 4.5. Duties of the Remarketing Agent. The Remarketing Agent shall perform the duties set out in Section 4.3 hereof. The Remarketing Agent shall not remarket any Bonds to the City or the Borrower. Notwithstanding any other provision herein to the contrary, the Remarketing Agent shall be under no obligation to remarket Bonds if an Event of Default has occurred and is continuing hereunder.

ARTICLE V.

GENERAL COVENANTS

Section 5.1. Payment of Principal, Premium, if any, and Interest. The City covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of, premium, if any, and interest on the Bonds are payable by the City solely and only from the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the City, other than such Revenues and the right, title and interest of the City in and to the Agreement (except as otherwise provided herein) and the Note in the manner and to the extent herein specified.

Section 5.2. Compliance with Code. (a) The City, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the payments derived from the security pledged hereunder or from the Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The City and the Trustee further covenant and agree that they will comply with and take all actions required by the Tax Agreement. The Trustee shall cause to be prepared all rebate calculations required to be performed pursuant to the Tax Agreement.

(b) The City covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any holder thereof. The City further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the City on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 5.3. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts assigned and pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The City covenants and agrees that, except as herein and in the Agreement and the Note provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 5.4. List of Bondholders. The Bond Registrar will keep on file a list of names and addresses of all Registered Owners of the Bonds on the registration books of the City maintained by the Bond Registrar, together with the principal amount and numbers of such

Bonds. At reasonable times and under reasonable regulations established by the Bond Registrar, said list may be inspected and copied by the Trustee, by the Borrower, by the Bank, by the Remarketing Agent or by the owners (or a designated representative thereof) of 15 percent or more in aggregate principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee, or by any other person mandated by law.

Section 5.5. Rights Under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the City and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Borrower thereunder, and the City agrees that the Trustee in its name or in the name of the City may enforce all rights of the City and all obligations of the Borrower under and pursuant to the Agreement for and on behalf of the Registered Owners, whether or not the City is in default hereunder.

ARTICLE VI.

REVENUES AND FUNDS

Section 6.1. Source of Payment of the Bonds; Issuance Cost Fund. The Bonds herein authorized and all payments to be made by the City hereunder, are not general obligations of the City, but are special, limited obligations payable solely and only from the Revenues and as provided in the Agreement and in this Indenture.

The Revenues are to be remitted directly to the Trustee for the account of the City and deposited in the Bond Fund (hereinafter created). The entire amount of said Revenues is hereby assigned and pledged to the payment of the principal of and interest and premium, if any, on the Bonds (and as otherwise provided in this Indenture).

There is hereby created a separate fund to be named the "*Issuance Cost Fund*" to be held by the Trustee. Amounts in the Issuance Cost Fund shall be disbursed for Issuance Costs upon receipt of a certificate from the Borrower requesting such disbursement and certifying that the entire amount requested for disbursement will be used for the payment of Issuance Costs and that, upon payment of the amount requested, a total amount not in excess of two percent of the face amount of the Bonds will have been disbursed under the Indenture for the payment of Issuance Costs. Amounts, if any, remaining in the Issuance Cost Fund shall, upon receipt from the Borrower of a certificate certifying that no further amounts are required to be disbursed for Issuance Costs, be transferred to the Acquisition and Construction Fund and the Issuance Cost Fund shall be closed. No amount in any other fund or account created by this Indenture shall be expended for Issuance Costs.

An amount determined on the date of delivery of the Bonds of the proceeds of the initial sale of the Bonds shall be deposited in the Issuance Cost Fund, but in no case shall exceed two percent of the face amount of the Bonds.

Section 6.2. Creation of Bond Fund. There is hereby created by the City and ordered established with the Trustee a Bond Fund to be designated "City of Chicago, Bond Fund (Renaissance Center, L.P. Project)," which is pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds. Within the Bond Fund there is hereby ordered established an account to be designated "*Bond Fund - Letter of Credit Account.*"

Section 6.3. Payments into Bond Fund. There shall be deposited in the Bond Fund, as and when received, (a) any amount in the Acquisition and Construction Fund directed to be paid into the Bond Fund under Section 6.7 and Article VII hereof; (b) all Revenues; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement or the Letter of Credit which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund or the Bond Fund - Letter of Credit Account, as the case may be.

Section 6.4. Use of Moneys in Bond Fund; Draws on Letter of Credit. Except as provided in Sections 6.12 and 10.2 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds at maturity or upon acceleration and for the redemption of the Bonds prior to maturity, and for the payment of the interest on the Bonds when due and for the payment of the obligations of the Borrower under the Reimbursement Agreement, but shall not be used to pay the purchase price of any Bond tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof.

The City hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the Bond Fund to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts. Funds for such payments of the principal of and premium, if any, and interest on such Bonds shall be derived from the following sources in the order of priority indicated:

(a) if the Letter of Credit is then in effect, all moneys derived by the Trustee from a draw under the Letter of Credit for principal of, premium, if any, and interest on the Bonds, provided that in no event shall such moneys be used to pay the principal of, premium, if any, and interest on Purchased Bonds or Borrower Bonds;

(b) moneys transferred from the Acquisition and Construction Fund to the Bond Fund pursuant to Section 3.4 of the Agreement, provided that such moneys constitute Available Moneys, to pay principal of the Bonds at maturity or upon redemption prior to maturity;

(c) Available Moneys held by the Trustee pursuant to Article VIII hereof, such moneys to be applied only to the payment or the redemption of Bonds which are deemed to be paid in accordance with Article VIII hereof;

(d) payments made by the Borrower pursuant to the Note and Article VII of the Agreement, such moneys to be applied only to the redemption of Bonds, provided that such amounts constitute Available Moneys;

(e) all payments made by the Borrower pursuant to the Note and Section 4.2(a) of the Agreement, and amounts derived from the investment of such amounts; and

(f) all other amounts received by the Trustee under and pursuant to the Agreement or from any other source when required or accompanied by directions by the Borrower that such amounts are to be paid into the Bond Fund, and amounts derived from the investment of such amounts.

If the Letter of Credit is then in effect, on the Business Day immediately preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon the date fixed for redemption or upon maturity by declaration of acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Borrower, draw under and in accordance with the Letter of Credit so as to receive moneys thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due; provided that such draw upon a declaration of acceleration shall be as soon as possible and in no event later than three Business Days after such declaration of acceleration; and provided further, that the Trustee shall not draw under the Letter of Credit to pay the principal of and/or interest on any Bonds held by the Tender Agent pursuant to Section 6.9 hereof or any Borrower Bonds. Any such moneys drawn under the Letter of Credit shall be deposited and held in the Bond Fund - Letter of Credit Account which shall be a separate, segregated account in the Bond Fund, and shall not be commingled with other moneys in the Bond Fund. If for any reason funds are not available under the Letter of Credit for payment of principal and/or interest due on the Bonds on any such date, the Trustee shall immediately request from the Borrower funds sufficient to make all such payments of principal and/or interest on the Bonds pursuant to the Note and Section 4.2(a) of the Agreement by directing that the Borrower deposit such funds with the Trustee at its principal corporate trust office.

If the Letter of Credit is then in effect, all payments by the Borrower under Section 4.2(a) of the Agreement and deposited into the Bond Fund pursuant to clause (e) above and any amounts referenced in clause (b) above shall be paid by the Trustee to the Bank and applied against the Borrower's obligation to reimburse the Bank for draws under the Letter of Credit under the Reimbursement Agreement.

Immediately following any draw under the Letter of Credit, the Trustee shall give notice by facsimile or telephone, promptly confirmed in writing, to the Borrower specifying or confirming the amount so drawn on the Letter of Credit.

Section 6.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the City, and the City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund and transfer same to the Paying Agent to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 6.6. Creation of Acquisition of Construction Fund. There is hereby created and established with the Trustee a trust fund in the name of the City to be designated the "City of

Chicago Acquisition and Construction Fund (Renaissance Center, L.P. Project), which shall be expended in accordance with the provisions of Sections 3.3 and 3.4 of the Agreement and Section 6.7 hereof.

Section 6.7. Payments into Acquisition and Construction Fund; Disbursements. After the deposit in the Issuance Cost Fund pursuant to Section 6.1, the net proceeds of the Bonds as well as any investment earnings from the Issuance Cost Fund in excess of the two percent limitation, shall be deposited in the Acquisition and Construction Fund, as provided in Section 2.2 hereof. All moneys in the Acquisition and Construction Fund shall be expended on written requisitions signed by an Authorized Borrower Representative, as defined in the Agreement, and approved in writing by the Bank, in the form attached as *Exhibit A* hereto in accordance with the provisions of the Agreement.

The Trustee shall keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 3.4 of the Agreement, the Trustee shall file an accounting thereof with the City or the Borrower upon the written request of the City or the Borrower, as the case may be. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Acquisition and Construction Fund on the Completion Date shall be used in accordance with said Section 3.4. If the Borrower should prepay installments in whole pursuant to Section 7.1 or 7.2 of the Agreement, or if an event of default shall occur and be continuing hereunder, any balance then remaining in the Acquisition and Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.8. Creation and Sources of Bond Purchase Fund. There is hereby created by the City and ordered established with the Tender Agent, as agent of the Trustee, a trust fund to be designated the "City of Chicago Bond Purchase Fund (Renaissance Center, L.P. Project)", which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Tender Agent, as agent of the Trustee, shall hold all moneys on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 hereof. The Trustee hereby appoints the Tender Agent to serve as its agent for such purpose. The Tender Agent shall notify the Trustee by 11:15 a.m. New York time on the purchase date, confirmed in writing, of the amount of funds received described in clause (i) below, with respect to such purchase date, and the amount of any deficiency in the amount of funds available to pay the purchase price.

There shall be paid into the Bond Purchase Fund, as and when received:

(i) the proceeds of the remarketing of Bonds by the Remarketing Agent pursuant to Section 4.3 of this Indenture (which proceeds shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(ii) all moneys drawn by the Trustee, or the Tender Agent as agent of the Trustee, under the Letter of Credit for the purpose of paying such purchase price (all of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(iii) all payments made directly by the Borrower pursuant to Section 4.2(e) of the Agreement (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund); and

(iv) all other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, the Note, the Letter of Credit or otherwise which are required or which are accompanied by directions that such moneys are to be paid into the Bond Purchase Fund (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund).

Section 6.9. Use of Moneys in the Bond Purchase Fund.

(a) Except as provided in this Section 6.9 or Section 6.12 of this Indenture, moneys in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds tendered or deemed to be tendered for purchase on any purchase date pursuant to Section 4.1 or Section 4.2 of this Indenture and to pay any obligations of the Borrower under the Reimbursement Agreement.

(b) On each purchase date (or, if such purchase date is not a Business Day, on the immediately following Business Day), the Tender Agent shall pay the purchase price of Bonds tendered for purchase from moneys on deposit in the Bond Purchase Fund from funds derived from the following sources in the order of priority indicated:

(i) proceeds of the remarketing of such Bonds pursuant to Section 4.3 hereof which constitute Available Moneys;

(ii) if the Letter of Credit is then in effect, moneys derived from a draw under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase;

(iii) any other moneys on deposit in the Bond Purchase Fund that constitute Available Moneys;

(iv) payments made by the Borrower pursuant to Section 4.2(e) of the Agreement; and

(v) any other moneys received by the Trustee which are required to be paid into the Bond Purchase Fund or which are accompanied by instructions that such moneys be paid into the Bond Purchase Fund.

Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (ii) above ("*Purchased Bonds*") shall be registered in the name of the Borrower, shall be held by the Tender Agent in trust for the account of the Borrower, and shall not be transferred or exchanged by the Tender Agent until (A) the Tender Agent has received from the Bank notice in writing, by telecopy or tested telex, that the Borrower has reimbursed the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, pursuant to the Reimbursement Agreement, and that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds, or (B) the Remarketing Agent shall have given the Tender Agent notice by telephone, promptly confirmed in writing, that such Bonds have been remarketed by the Remarketing Agent, and the Tender Agent shall have moneys in an amount sufficient to reimburse the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, which moneys are on deposit in the Bond Purchase Fund, and the Bank has given the Tender Agent notice in writing, by telecopy or tested telex, that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds; and in either event, the Tender Agent may then release such Bonds, and register the transfer of such Bonds at the direction of the Borrower in the event of (A) above or in the names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by telephone or facsimile, promptly confirmed in writing, in the manner set forth in Section 4.3 hereof, in the event of (B) above. Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (iii) above shall, at the direction of the Borrower, be held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower or be cancelled.

(c) If the Letter of Credit is in effect on a purchase date (or, if such day is not a Business Day, on the immediately following Business Day), and the funds available under clause (i) of subsection (b) above for the payment of the purchase price of the Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on such purchase date are not sufficient to pay the purchase price of such Bonds in full at or before 11:15 A.M., New York time, on such purchase date, the Trustee shall, without making any prior demand or claim upon the Borrower, make a drawing under the Letter of Credit before 12:00 Noon, New York time, and the Bank shall make payment under the Letter of Credit to the Tender Agent at or before 2:00 P.M., New York time, in immediately available funds which funds will be wired directly from the Bank to the Tender Agent, in an amount which will be sufficient, together with the funds available under such clause (i) of subsection (b) above, to pay the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day). If for any reason funds are not available under the Letter of Credit for payment of the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Trustee shall

immediately request from the Borrower funds sufficient to pay the purchase price of such Bonds pursuant to Section 4.2(e) of the Agreement by directing that the Borrower deposit such funds with the Tender Agent at its principal corporate trust office.

(d) Notwithstanding any other provision of this Indenture to the contrary, if (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received by the Tender Agent after the Trustee has made a drawing under the Letter of Credit to pay the purchase price of such remarketed Bonds, pursuant to subsection (c) above, or (ii) the Remarketing Agent shall subsequently remarket any Bonds held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower, the purchase price of which Bonds were paid by the Tender Agent as a result of a drawing under the Letter of Credit, pursuant to subsection (b) above, then all proceeds of any such remarketing which necessitated a drawing under the Letter of Credit (or which would otherwise be payable to the Borrower as the Registered Owner of the Bonds) shall be paid by the Tender Agent to the Bank to satisfy the obligations of the Borrower under the Reimbursement Agreement, relating to such drawing under the Letter of Credit. The Trustee and the Tender Agent shall immediately notify the Bank by telecopy or telephone, promptly confirmed in writing, that such proceeds are on deposit in the Bond Purchase Fund, and the Bank shall certify to the Trustee the amount of the obligation of the Borrower under the Reimbursement Agreement relating to such drawing under the Letter of Credit. When such obligations of the Borrower to the Bank under the Reimbursement Agreement have been satisfied, then all such moneys remaining in the Bond Purchase Fund shall be paid to the Borrower.

Section 6.10. Non-Presentation of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof, then if funds sufficient to pay or purchase such Bond shall have been made available to the Tender Agent, all liability of the City for the payment of such Bond and all liability of the Borrower for the purchase of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Tender Agent to hold such fund or funds, without liability of interest thereon, for the benefit of the owner of such Bond or the owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Subject to applicable law, any moneys so deposited with and held by the Tender Agent for the benefit of such persons, if any, for five years after the date upon which such moneys were so deposited, shall be paid to the Borrower or to the Bank as provided in Section 6.12 hereof, on written request of the Borrower or the Bank, as the case may be, and thereafter such persons shall look only to the Borrower for the purpose of payment from such moneys and the Tender Agent shall have no further liability with respect to such moneys.

Section 6.11. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of the Bond Fund, the Issuance Cost Fund and the Acquisition and Construction Fund and moneys deposited with or paid to the Tender Agent for the account of the Bond Purchase Fund under any provision of this Indenture shall be held by the Trustee and

the Tender Agent in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and except for moneys deposited with or paid to the Trustee for the payment of interest on specific Bonds, and except for moneys held in trust in the Bond Purchase Fund, and except for moneys which have been deposited with the Trustee pursuant to Article VIII hereof, while held by the Trustee and Tender Agent constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 6.12. Repayment to the Borrower and the Bank from Bond Fund and Bond Purchase Fund. Except as otherwise provided in Section 6.9(d) hereof, any amounts remaining in the Bond Fund, the Bond Purchase Fund or any other fund or account established pursuant to this Indenture after payment in full of the Bonds (or provision therefor having been made in accordance herewith), other than Bonds held by the Tender Agent pursuant to Section 6.9(b) hereof, the purchase price of all Bonds tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof, the payment of the fees, charges and expenses of the Trustee, the Bond Registrar and all other amounts required to be paid hereunder and under the Agreement, the Note and the Letter of Credit, shall be paid to the Borrower or the Bank, as provided in Section 8.5 of the Agreement, and at such time the Note shall be cancelled and delivered to the Borrower.

Section 6.13. Additional Payments Under the Agreement. Pursuant to Section 4.2(c) of the Agreement the Borrower has agreed to pay as provided therein fees and expenses of the Trustee and the Tender Agent. All such additional payments received by the Trustee shall not be paid into the Bond Fund or the Bond Purchase Fund, but shall be disbursed by the Trustee solely for the purposes for which said additional payments are received. The Trustee hereby agrees to make such disbursements.

ARTICLE VII.

INVESTMENT OF MONEYS

Any moneys held as part of the Acquisition and Construction Fund, the Issuance Cost Fund or the Bond Fund shall be invested and reinvested by the Trustee at the direction of the Borrower in accordance with the provisions of Section 3.5 of the Agreement. Any moneys derived from a drawing under the Letter of Credit and deposited in the Bond Fund (including any moneys held for the payment of a particular Bond and any income derived from the investment of such moneys), if invested or reinvested, shall be invested or reinvested in Governmental Obligations which mature in not more than 30 days or as needed to make timely payment of principal and interest on the Bonds. The Trustee may make any and all such investments through its own bond department. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any net loss resulting from such investments shall be charged to such fund. Notwithstanding the foregoing, interest accruing thereon and profits realized from investments in

the Acquisition and Construction Fund shall be initially credited to such fund and then transferred to the Bond Fund pursuant to Section 6.3 hereof. The Trustee, at the direction of the Borrower, shall sell and reduce to cash a sufficient amount of such investments of the Acquisition and Construction Fund, the Issuance Cost Fund, as specified in such direction, whenever the cash balance in the Acquisition and Construction Fund, the Issuance Cost Fund is insufficient to pay a requisition when presented. The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and interest on the Bonds when due; provided, that the Trustee shall first sell and reduce to cash those investments of the Bond Fund which mature earliest.

Any moneys held as part of the Bond Purchase Fund shall not be invested or reinvested by the Tender Agent.

ARTICLE VIII.

DISCHARGE OF LIEN

If the City shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners from time to time of the Bonds, the principal, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, and the Borrower shall pay or cause to be paid all obligations of the Borrower to reimburse the Bank for drawings under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof which reimbursement is not then due and payable under the Reimbursement Agreement) and other amounts due and payable to the Bank under the Reimbursement Agreement and the Borrower shall pay or cause to be paid all obligations of the Borrower to the City, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the lien of this Indenture shall be canceled and except for amounts in the Bond Fund or the Bond Purchase Fund required to be paid to the Bank under Section 6.12 hereof, all amounts held hereunder shall be paid to the Borrower. Upon such discharge, the Trustee shall cancel the Note and return it to the Borrower and shall cancel the Letter of Credit and return it to the Bank.

On or after the Conversion Date, any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption prior to maturity as provided in this Indenture or upon payment of the purchase price on a purchase date, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) Available Moneys sufficient to make such payment, or (2) Governmental Obligations purchased with Available Moneys (provided that in the opinion of Bond Counsel such deposit will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Bonds or cause any of the Bonds to be classified as "*arbitrage bonds*" within

the meaning of Section 148 of the Code) maturing as to principal and interest in such amounts and on such dates as will provide sufficient moneys without reinvestment to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Borrower under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. There shall be no defeasance during the Variable Rate Period and no defeasance shall be effective during the Fixed Rate Period until the Trustee shall receive prior written evidence from each Rating Agency that such deposit referred to in the prior sentence will not cause a reduction or withdrawal of the then current rating on the Bonds. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes set forth in Sections 2.7 and 2.8 hereof and any such payment from such moneys or Governmental Obligations on the date or dates specified at the time of such deposit.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Borrower, on behalf of the City, shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

- (a) stating the date when the principal (and premium, if any) of each such Bond is to be paid, whether at maturity or on a redemption date (which may be any redemption date permitted by this Indenture);
- (b) to direct the Bond Registrar to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and
- (c) to direct the Bond Registrar to mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in (a) hereof.

Any moneys so deposited with the Trustee as provided in this Article VIII may at the written direction of the Borrower also be invested and reinvested in Governmental Obligations, maturing in the amounts and on the dates as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article VIII which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys are deposited, shall be deposited in the Bond Fund as and when collected for use and application as are other moneys deposited in that fund.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article VIII for the payment of the principal of, premium, if any, and interest on the Bonds and the principal of, premium, if any, and interest on such Bonds shall not have in fact been actually

paid in full, no amendment to the provisions of this Article VIII shall be made without the consent of the owner of each of the Bonds affected thereby.

Notwithstanding the release and discharge of the lien of this Indenture as provided above, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, redemption provisions, tender and purchase provisions, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, stolen or Unsurrendered Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, redemption of Bonds and the duties of the Trustee, the Bond Registrar, the Tender Agent, the Paying Agent and the Remarketing Agent in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the owners of the Bonds.

ARTICLE IX.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 9.1. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default" hereunder:

- (a) Failure to pay interest on any Bond when such interest shall have become due and payable;
- (b) Failure to pay the principal of, or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for redemption thereof;
- (c) Failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;
- (d) Receipt by the Trustee, not later than the last day provided for in the Letter of Credit on which the Bank can give notice preventing a reinstatement of the Letter of Credit following a drawing under the Letter of Credit to pay regularly scheduled interest on the Bonds, of written notice by the Bank that the Borrower has not reimbursed the Bank for such drawing or of the occurrence of an "Event of Default" under the Reimbursement Agreement, and, that as a consequence of either of the above, the Bank will not reinstate the Letter of Credit with respect to such drawing;
- (e) Receipt by the Trustee of written notice from the Bank of the occurrence of an "Event of Default" under the Reimbursement Agreement and requesting the Trustee to accelerate the Bonds;
- (f) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof; or
- (g) The occurrence of an "event of default" under the Agreement.

Section 9.2. Acceleration. Upon (i) the occurrence of an Event of Default under Section 9.1(d) or Section 9.1(e), the Trustee shall, or (ii) the occurrence of any other Event of Default hereunder the Trustee may, and upon the written request of the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, declare the principal of all Bonds then Outstanding and the interest accrued thereon to the date of such declaration immediately due and payable (and interest on the Bonds shall cease to accrue from and after the date of declaration of acceleration), and such principal, interest, and any premium the City shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable; *provided* that so long as a Letter of Credit is in effect and the Bank has not failed to honor a properly presented and conforming drawing thereunder, no acceleration shall be declared under subsection (ii) of this Section 9.2 by reason of a default under Sections 9.1(a), (b), (c), (f) or (g) hereof without the prior written consent of the Bank. Upon any declaration of acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement and under the Note in accordance with Section 6.2(a) of the Agreement, and, if the Letter of Credit is then in effect, the Trustee shall as soon as possible and in no event later than three Business Days after such declaration, draw under the Letter of Credit to the fullest extent permitted by the terms thereof to pay the principal of, and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 hereof. As soon as practicable upon any such declaration of acceleration, the Trustee shall give written notice thereof to the City, the Borrower, the Tender Agent and the Remarketing Agent; *provided*, that failure to give such notice shall not affect the validity or effectiveness of such declaration.

Section 9.3. Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default hereunder the Trustee may, in addition or as an alternative to the remedy provided for in Section 9.2 hereof, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding. If an Event of Default shall have occurred, and if requested so to do by the owners of a majority in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1(l) hereof, the Trustee shall and in its own name:

(a) By mandamus, other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the City to collect the amounts payable under the Agreement and the Note and to require the City to carry out any other provisions of this Indenture for the benefit of the Bondholders;

(b) Pursue any and all remedies available to it under the Agreement;

(c) Bring suit upon the Bonds;

(d) By action or suit in equity require the City to account as if it were the trustee of an express trust for the Bondholders; and

(e) By action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the City (or to the Registered Owners) 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 remedy given to the Trustee or the City or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or Event or Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent default or Event or Default or shall impair any rights or remedies consequent thereon.

Section 9.4. Right of Bank and Bondholders to Direct Proceedings. Subject to the provisions of Section 10.1(1) hereof, anything in this Indenture to the contrary notwithstanding, the Bank or the owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and shall not result in the personal liability of the Trustee; and provided further, that the Bank shall have no such right to direct proceedings relating to remedies against the Bank, including any drawing under the Letter of Credit. In the event of conflict between the directions of the Bank and those of the Registered Owners with respect to an Event of Default, the directions of the Bank shall prevail so long as the Bank has not failed to honor a properly presented and conforming drawing under the Letter of Credit. The Trustee may take any other action under this Indenture which is not inconsistent with such direction.

Section 9.5. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.6. Waiver. Upon the occurrence of an Event of Default hereunder, to the extent that such rights may then lawfully be waived, neither the City, nor anyone claiming through or under the City, shall set up, claim, or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.7. Application of Moneys. All moneys (other than moneys derived from a drawing under the Letter of Credit) received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 6.9 hereof shall, after payment to the Trustee and the Bond Registrar of all amounts due and payable pursuant to Section 10.2 hereof and after payment of all expenses of the Trustee incurred in connection with litigation against the Bank resulting from the Bank's failure to honor a properly presented drawing under the Letter of Credit, be deposited in the Bond Fund; all moneys derived from a drawing under the Letter of Credit to pay principal of and interest on the Bonds shall be deposited in the Bond Fund - Letter of Credit Account, a separate, segregated account in the Bond Fund; and all moneys in the Bond Fund (other than moneys held for the payment of a particular Bond) during the continuation of an Event of Default hereunder shall be applied in the order of priority set forth in Section 6.4 hereof, as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all interest then due on the Bonds (other than Borrower Bonds), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture, and other than Borrower Bonds), and, if the amount available shall not be sufficient to pay in full such unpaid principal premium and, then to the payment ratably to the persons entitled thereto without any discrimination or privilege;

THIRD - To the payment of the obligations of the Borrower due and owing to the Bank under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, which reimbursement is not then due and payable under the Reimbursement Agreement); and

FOURTH - To the payment of the principal of, premium, if any, and interest on Borrower Bonds in the same manner as above provided.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied First, to the payment of the principal and interest then due and unpaid upon the Bonds (other than Borrower Bonds), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond (other than Borrower Bonds), ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, Second, to the payment of the obligations of the Borrower due and owing under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 thereof, which reimbursement is not due and payable under the Reimbursement Agreement), and Third, to the payment of principal of and interest on Borrower Bonds in the same manner.

(c) If the principal of all of the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.7(b) hereof in the event that the principal of all of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.7(a) hereof.

Subject to the provisions of Section 10.2 hereof, whenever moneys are to be applied pursuant to the provisions of this Section 9.7, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue; provided, that in the event the Trustee shall declare an acceleration and shall draw under the Letter of Credit to pay the principal of and accrued interest on the Bonds, pursuant to Section 6.4 hereof, the Trustee shall fix the date upon which such application is to be made, which date shall be the date of such drawing under the Letter of Credit. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.8. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the outstanding Bonds.

Section 9.9. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture, the Agreement or the Note or for the execution of any trust hereof or for the

appointment of a receiver or any other remedy hereunder or thereunder, unless a default has also occurred and the Trustee has been notified as provided in Section 10.1(h) hereof, or by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default hereunder and the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(l), nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name for 60 days after such notification, request, and offer of indemnification; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, the Agreement or the Note, or for the appointment of a receiver or for any other remedy hereunder or thereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder or thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. Nothing contained in this Indenture, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the City to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond which is due and payable, subject to the rights of the Bank as set forth in Section 9.4 hereof.

Section 9.10. Termination of Proceedings. If the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Section 9.11. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, other than any Event of Default under Sections 9.1(d) or (e) hereof, the waiver of which shall require the prior written consent of the Bank provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, and rescind any declaration of acceleration of principal, and shall do so upon the written request of the owners of (1) a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or in respect of which a default in the payment of the purchase price exists, or (2) a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; *provided* that there shall not be waived (a) any default in the payment of the

principal of or premium, if any, on any Outstanding Bonds at the date of maturity specified therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof unless prior to such waiver or rescission, all arrears of principal or interest, or both, with interest, to the extent permitted by law, as in the Bonds provided on overdue installments or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for; provided, that if the Trustee shall have made a drawing under the Letter of Credit in connection with any such Event of Default to be so waived, no such waiver shall be effective during the Variable Rate Period until the Trustee receives written evidence from the Bank that it has rescinded its notice of an event of default under the Reimbursement Agreement and that the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds plus interest thereon for the sum of (i) 35 days (or 185 days if the Bonds are then in the Fixed Rate Period), plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of the Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon; provided further, that a waiver of any "Event of Default" under the Reimbursement Agreement by the Bank and a rescission and annulment of its consequences by the Bank and (if the Event of Default hereunder is the event described in Section 9.1(d) or Section 9.1(e) hereof), a reinstatement of the Letter of Credit shall, upon written notice, delivered to the Trustee from the Bank of such waiver, rescission, annulment and reinstatement, constitute a waiver of the corresponding Event of Default hereunder and a rescission and annulment of the consequences thereof.

Section 9.12. Notice of Defaults Under Section 9.1(f); Opportunity of the City and the Borrower to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.1(f) hereof shall constitute an Event of Default hereunder until notice of such default by registered or certified mail, return receipt requested, shall be given to the City, the Borrower, the Bank and the Remarketing Agent by the Trustee or to the City, the Borrower, the Trustee, the Tender Agent, the Bank and the Remarketing Agent by the owners of not less than a majority in aggregate principal amount of all Bonds then Outstanding, which notice shall specify such default, request that said default be remedied and state that such notice is a "Notice of Default" hereunder, and the City and the Borrower shall have had ninety (90) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period.

With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of this Section 9.12, the City hereby

grants the Borrower full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 9.13. Remedies Not Exclusive. No remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE X.

TRUSTEE, BOND REGISTRAR, TENDER AGENT AND REMARKETING AGENT

Section 10.1. Acceptance of Trusts. The Trustee and the Bond Registrar hereby accept the respective trusts imposed upon them by this Indenture and agree to perform said trusts and all ministerial duties and obligations of the City under the Agreement and this Indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after any and all Events of Default which may have occurred hereunder have been cured by the appropriate party, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred hereunder (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee and the Bond Registrar may execute any of the trusts or powers hereof and perform any of their respective duties by or through attorneys, agents, receivers or employees, but shall, in the case of attorneys, agents, receivers or employees, not be answerable for the conduct of the same if appointed by the Trustee or the Bond Registrar in good faith and without negligence, and shall be entitled to advice of counsel concerning its duties hereunder and thereunder, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder or thereunder in good faith in reliance thereon, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof or thereof.

(c) The Trustee and the Bond Registrar shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Authenticating Agent endorsed on the Bonds and the legend required by Section 2.2 hereof), or for the validity of the execution by the City of this Indenture or any supplemental indentures hereto, or of any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. In purchasing Bonds hereunder, the Tender Agent shall be acting as a conduit and shall not be purchasing Bonds for its own account. No provision of this Indenture shall require the Tender Agent to expend or risk its own funds.

(d) The Trustee and the Bond Registrar shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. The Trustee or the Bond Registrar may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee or the Bond Registrar.

(e) The Trustee and the Bond Registrar shall be protected in acting upon any requisition, notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee and the Bond Registrar pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon such owner and all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof or on registration of transfer thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee and the Bond Registrar shall be entitled to rely upon a certificate signed by a member or an authorized officer of the City or an Authorized Borrower Representative under the Agreement as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by Section 10.1(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee and the Bond Registrar may accept a certificate of an officer of the City under the seal of the City to the effect that an authorization in the form therein set forth has been adopted by the City as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee and the Bond Registrar to do things enumerated in this Indenture shall not be construed as a duty and neither the Trustee nor the Bond Registrar shall be answerable for other than their negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by Article V hereof, unless the Trustee shall be specifically notified in writing of such default by the City, the Bank or by the owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee (unless otherwise provided in the Bonds and this Indenture), and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times and after reasonable notice has been provided, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the Project and the Bonds.

(j) The Trustee and the Bond Registrar shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture and the Agreement with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture and the Agreement and the Note, the Trustee or the Bond Registrar shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee or the Bond Registrar deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action hereunder, the Trustee may require that a satisfactory indemnity bond be furnished by such owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its failure to comply with the standard of care prescribed by Section 10.1(a) hereof in the case of actions referred to in Sections 9.3, 9.4 and 9.5 hereof, and, in the case of an action referred to in Section 10.4 hereof, liability which is adjudicated to have resulted from its negligence or willful misconduct. Notwithstanding anything contained herein to the contrary, the Trustee is required to draw on the Letter of Credit pursuant to its terms and without indemnification from any party.

Section 10.2. Fees, Charges, Indemnities and Expenses of the Trustee, the Bond Registrar and the City. The Trustee, the Bond Registrar and the City shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee, the Bond Registrar and the City in connection with such services and in connection with entering into this Indenture, including any such fees and expenses incurred in connection with action taken under Article IX hereof. The Trustee, the Bond Registrar and the City shall also be entitled to payment of their reasonable fees, charges and expenses in the event that provision for the payment of the Bonds is made pursuant to Article VIII hereof. The Trustee shall have a first lien for the foregoing fees, charges and expenses with the right to enforce such lien for payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than moneys derived from a drawing under the Letter of Credit or held for the payment of particular Bonds whether or not such payment is then due and owing) for the foregoing fees, charges and expenses incurred by it. The Trustee shall have no such lien for such fees, charges and expenses on moneys in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase. Notwithstanding anything herein to the contrary, including the failure to pay fees and expenses, the Trustee shall at all times be required to (i) pay, to the extent moneys are on deposit under this Indenture and available therefor, principal of, premium, if any, and interest on the Bonds when due at maturity, upon redemption prior to maturity, acceleration or otherwise, (ii) to make drawings under the Letter of Credit, when required to do so by the terms of this

Indenture, and (iii) to accelerate payment of the principal of and interest on the Bonds when required to do so by the terms of this Indenture.

Section 10.3. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof to the Bond Registrar, the Bank, the Remarketing Agent, the Borrower and the Tender Agent, and the Bond Registrar shall promptly give written notice thereof by first class mail, postage prepaid, to the owner of each Bond as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee.

Section 10.4. Intervention by the Trustee. In any judicial proceeding to which the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the owners from time to time of the Bonds, the Trustee may intervene on behalf of Registered Owners and shall do so if requested in writing by the owners of at least a majority of the aggregate principal amount of Bonds then Outstanding.

Section 10.5. Successor Trustee, Bond Registrar or Tender Agent. Any corporation or association into which the Trustee, Bond Registrar or Tender Agent may be converted or merged, or with which be consolidated, or to which any one of them may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which any one of them is a party, shall be and become successor Trustee, Bond Registrar or Tender Agent hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Trustee, Bond Registrar or Tender Agent shall give notice thereof to the City, the Borrower, the Bank and the Remarketing Agent.

Section 10.6. Resignation by the Trustee; Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent and any successor Trustee, Bond Registrar or Tender Agent may at any time resign from the trusts hereby created by giving 30 days' written notice by first class mail, postage prepaid, to the City, the Borrower, the Bank, the Remarketing Agent and the owner of each Bond as shown by the list of Registered Owners required by Section 5.6 hereof to be kept by the Bond Registrar, provided that such resignation shall only take effect when a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.7. Removal of the Trustee, Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent may be removed at any time (subject to the appointment of a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, pursuant to Section 10.8 hereof), by an instrument or concurrent instruments in writing delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Borrower, to the Bank and to the Remarketing Agent, and signed by the owners of a majority in aggregate

principal amount of Bonds then Outstanding provided that no such removal shall take effect until a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.8. Appointment of Successor Trustee, Bond Registrar or Tender Agency by Bondholders or City. If the Trustee, Bond Registrar or Tender Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, a successor may with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. Pending such appointment by the Bondholders, the City may, with the consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the City, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. If the City fails to act pursuant to the previous sentence, the Borrower may (to the extent no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the Borrower, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the City, the Bank and the Remarketing Agent. If the Registered Owners and the City or Borrower fail to so appoint a successor Trustee, Bond Registrar or Tender Agent hereunder within forty-five (45) days after the Trustee, Bond Registrar or Tender Agent has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee, Bond Registrar or Tender Agent shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Trustee, Bond Registrar or Tender Agent appointed pursuant to the provisions of this Section 10.8 shall be a trust Borrower or bank in good standing in the state of its incorporation and have a reported capital and surplus of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trust upon customary terms. Notwithstanding any of the provisions of this Article X to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the Bank shall have issued and delivered to the successor Trustee (i) a substitute Letter of Credit in substantially the same form as the existing Letter of Credit, but in favor of the successor Trustee, whereupon the retiring Trustee shall simultaneously return the Letter of Credit then held by it to the Bank for cancellation, or (ii) an amendment to

the existing Letter of Credit, evidencing transfer thereof in all respects to the successor Trustee, to the extent permitted by law and by the terms of the Letter of Credit.

Section 10.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder or thereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded.

Section 10.10. Appointment of Successor Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Agreement, the Note or the Letter of Credit, and in particular in case of the enforcement of any of them on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies granted herein or in the Agreement or the Note to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint, with the consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank, an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 10.10 are adapted to these ends.

If the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or voted in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of

them. Such separate trustee or co-trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the City, the Trustee, the Borrower, the Bank and the Remarketing Agent.

Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. If the City shall fail to deliver the same within 15 days of such request, the Trustee is hereby appointed attorney-in-fact for the City to execute, acknowledge and deliver such instruments in the City's name and stead. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the states, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 10.11. Appointment of a Remarketing Agent. The City and the Borrower shall, with the consent of the Bank, which consent shall not be unreasonably withheld, appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the City in determining the Variable Rate and the Fixed Rate pursuant to Section 2.2 hereof, and shall act as the agent of the Borrower in connection with the remarketing of the Bonds pursuant to Section 4.3 hereof. _____ is hereby appointed the initial Remarketing Agent. The Remarketing Agent shall designate to the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City, the Borrower, the Trustee and the Bank (which written instrument may be the Remarketing Agreement), under which the Remarketing Agent will agree to fulfill its duties and obligations set forth in this Indenture and keep such books and records with respect to its duties as Remarketing Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the City, the Borrower and the Bank at all reasonable times.

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., or a commercial bank chartered under the laws of the United States of America or any state thereof, having a capitalization of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the City, the Borrower, the Bank and the Trustee. The Remarketing Agent may be removed at any time by the Borrower by an instrument filed with the Remarketing Agent and the Trustee. Upon any such resignation or removal the Borrower shall, with the consent of the Bank (which consent shall not be unreasonably withheld), appoint a successor Remarketing Agent by an instrument filed by the Borrower and the Bank with the City, the Remarketing Agent and the Trustee.

Section 10.12. Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent. _____ is hereby appointed as and agrees to act as Bond Registrar, Paying Agent, Authenticating Agent and Tender Agent for and in respect of the Bonds.

_____ shall execute an instrument whereby it acknowledges and accepts its duties as Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent hereunder.

Section 10.13. Notices to Rating Agencies. The Trustee shall provide Moody's or S&P, as appropriate, with prompt written notice following the effective date of such event of (i) the appointment of any successor Trustee, Remarketing Agent or Tender Agent, or any agent appointed by the Trustee to perform a material duty, (ii) the delivery of a substitute Letter of Credit, (iii) any material amendments to this Indenture, the Agreement, the Letter of Credit or any other document relating to this transaction to which the Trustee is a party or with respect to which the Trustee has received prior written notice, (iv) the expiration, termination or extension of any Letter of Credit, (v) the conversion of the interest rate borne by the Bonds from the Variable Rate to the Fixed Rate, or (vi) the redemption in whole or the mandatory tender of the Bonds. The Trustee shall not be liable to any party for failing to provide any notice pursuant to this Section 10.13.

ARTICLE XI.

SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change, provided, that no such action in the judgment of the Trustee is to the prejudice of the Registered Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility;

(d) To permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the City, the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation;

(e) To make further provisions for a book-entry system of registration for the Bonds;

(f) To provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit, provided that the Borrower provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation and will not have an adverse effect on the security provided to the owners from time to time of the Bonds by this Indenture;

(g) To secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies, which changes will not restrict, limit or reduce the obligation of the Borrower to pay the principal of and premium, if any, and interest on the Bonds or otherwise materially adversely affect the Registered Owners under this Indenture, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; or

(h) To make any other change which in the sole determination of the Trustee does not materially adversely affect the owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Upon the execution of such supplemental indenture as in this Section 11.1 permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; *provided* that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of the maturity (or mandatory redemption date) of the principal of, premium, if any, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, or the Variable Rate or the Fixed Rate borne by any Bond issued hereunder, except as provided in Section 2.2 hereof, or a change in the method of calculating the Variable Rate or the Fixed Rate, or (c) a change of any date upon which any Bond may be purchased in accordance with the terms thereof and the provisions of Sections 4.1 and 4.2 of this Indenture, or (d) a privilege or priority of any Bond or Bonds over

any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture or for consent to any amendment, change or modification to the Agreement as provided in Section 12.2 hereof, or (f) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (g) the deprivation of the owner of any Bond then outstanding of the lien hereby created on the Trust Estate.

If at any time the City shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, to the owner of each Bond then Outstanding as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Registered Owners. If, within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the owners of not less than a majority or 100 percent, as the case may be, in aggregate principal amount of the Bonds then Outstanding shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3. Consent of Borrower and Bank. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI shall not become effective unless and until the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank (provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be given by first class mail, postage prepaid, to the Borrower and the Bank at least 15 days prior to the proposed date of execution and delivery of any such supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower, as the case may be, on or before 4:30 P.M., local time, at the principal corporate trust office of the Trustee, on the fifteenth day after the mailing of said notice. Prior to the execution of any supplemental indenture which affects the duties of the Bond Registrar hereunder, consent must be obtained from the Bond Registrar.

Section 11.4. Notices to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any supplement or amendment to the Indenture, together with a copy of such supplement or amendment, entered into pursuant to this

Article XI; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XII.

AMENDMENT OF AGREEMENT AND NOTE

Section 12.1. Amendments, Etc., to Agreement and Note Not Requiring Consent of Bondholders. The City and the Trustee may, without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Agreement (including an assignment thereof) and the Exhibits thereto and the Note as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that any such action in the judgment of the Trustee will not materially adversely affect the Registered Owners; (iii) to provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility; (iv) to secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies; (v) to provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit; and (vi) to make any other change which in the sole determination of the Trustee does not materially adversely affect the Registered Owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Section 12.2. Amendments, Etc., to Agreement and Note Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the City and the Trustee shall not consent to any other amendment, change or modification of the Agreement or the Note without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given as in this Section 12.2; *provided* that nothing in this Section 12.2 or in Section 12.1 hereof contained shall permit or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement; (b) a reduction in the total amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement and on the Note; or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such amendment, change or modification of the Agreement and the Note. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation. If at any time the City and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification

of the Agreement or the Note, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all owners.

Section 12.3. Consent of Bank. Anything herein to the contrary notwithstanding, any amendment, change or modification of the Agreement or the Note under this Article XII shall not become effective unless and until the Bank, provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, shall have consented in writing to the execution and delivery of such amendment, change or modification. In this regard, the City shall cause the Trustee to give notice of the proposed execution of any such amendment, change or modification, together with a copy of the proposed amendment, change or modification, to be given by the first class mail, postage prepaid, to the Bank at least 15 days prior to the proposed date of execution and delivery of any such amendment, change or modification.

Section 12.4. Notice to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Agreement or the Note, together with a copy of such amendment or supplement, entered into pursuant to this Article XII; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XIII.

AMENDMENT AND SUBSTITUTION OF LETTER OF CREDIT

Section 13.1. Amendment of Letter of Credit. The Trustee may, without the consent of or notice to the owners of the Bonds, consent to any amendment, change or modification of the Letter of Credit or the exhibits thereto as may be required (i) for the purpose of curing any ambiguity or formal defect or omission; (ii) to obtain a credit rating on the Bonds from a Rating Agency; (iii) to effect a transfer thereof to a successor Trustee; (iv) to effect an extension of the terms thereof; (v) to effect a reduction or reinstatement thereof in accordance with its terms; or (vi) in connection with any other change which, in the judgment of the Trustee, does not adversely affect the interests of the owners of the Bonds; *provided* that the Trustee shall not consent to any other change, modification or amendment to the Letter of Credit without notice to and the written consent or approval of the owners of not less than 100 percent in aggregate principal amount of the Bonds then Outstanding. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Letter of Credit, together with a copy of such amendment or supplement, entered into pursuant to this Article XIII; provided that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice. The consent of the City under this Section 13.1 shall not be unreasonably withheld.

Section 13.2. Substitute Letters of Credit. The parties hereto acknowledge that the Borrower may, at its option, deliver substitute Letters of Credit to the Trustee in accordance with the provisions of Section 5.7 of the Agreement. Upon receipt by the Trustee from the Borrower of notice that the Borrower intends to deliver a substitute Letter of Credit, the Trustee shall promptly notify the Bond Registrar thereof, whereupon the Bond Registrar shall give notice of the proposed substitution to the City and the Bondholders, in the same manner provided in Section 4.2 for the giving of notices of mandatory tender, not less than 10 Business Days prior to the expected date of receipt of said substitute Letter of Credit. Such notice shall be prepared by the Trustee and submitted to the Bond Registrar, and shall (i) identify the Bank which is to issue the substitute Letter of Credit, (ii) describe the term, principal amount and expected date of receipt of the proposed substitute Letter of Credit, and (iii) state that the City's and the Trustee's acceptance of the proposed Letter of Credit will be contingent upon fulfillment of the requirements of Section 5.7(c) of the Agreement.

ARTICLE XIV.

MISCELLANEOUS

Section 14.1. Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the owners may be in any number of concurrent documents and may be executed by such owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgment within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution, or in any manner satisfactory to the Trustee.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of owning the same shall be proved by the registration books of the City maintained by the Trustee pursuant to Section 2.8 hereof.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Borrower or any person related to the Borrower shall be disregarded and deemed not to be Outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the

satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Borrower.

Notwithstanding the foregoing paragraph, Bonds owned by the Borrower or any person related to the Borrower shall be deemed to be Outstanding under the Indenture if all the Bonds Outstanding at the time are owned by the Borrower; *provided* that in such event the Borrower may not consent to any supplement to this Indenture that would adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; and provided further, that if a supplement to this Indenture is executed at a time when the Borrower or any person related to the Borrower are the owners of all the Outstanding Bonds, Bond Counsel shall render an opinion that the execution of the supplement to this Indenture does not have an adverse effect on the validity of the Bonds or the exemption of the interest thereon from gross income of the owners thereof for purposes of federal income taxation.

Section 14.2. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or Borrower other than the parties hereto, the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions therein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners from time to time of the Bonds as herein provided.

Section 14.3. Notices. Unless otherwise specifically provided herein, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the City:

City of Chicago
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner, Department of Housing

With a copy to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

City of Chicago
Office of the Chief Financial Officer
City Hall - Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to the Borrower:

Renaissance Center, L.P.
c/o Renaissance Realty Group, Inc.
2211 North Elston Avenue
Chicago, Illinois 60614
Attention: _____

If to the Trustee:

Attention: _____

If to the Remarketing:
Agent

Attention: _____

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 14.4. Payments Due on Non-Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds or the date for payment of the purchase price of any Bonds tendered or deemed to be tendered for purchase is not a Business Day, then payment of the principal, premium, if any, or interest or purchase price need not be made on such date, but may be made on the immediately following Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the date for payment of the purchase price, and no interest shall accrue for the period after such date.

Section 14.5. Action by Borrower. Wherever it is herein or in the Agreement provided or permitted for any action to be taken by the Borrower, such action may be taken by an Authorized Borrower Representative as defined in the Agreement, unless the context clearly indicates otherwise.

Section 14.6. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.7. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State; provided that the rights, duties and immunities and standard of care of the Trustee and the Bond Registrar shall be governed by and construed in accordance with the laws of the state in which their respective principal corporate trust offices are located.

Section 14.8. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 14.9. References to Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references herein to the Bank and the Letter of Credit shall be ineffective.

Section 14.10. Provisions for Payment of Expenses. The City shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Agreement or any other document in connection with the Bonds unless and until provision for the payment of expenses of the City shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the City for the provision of expenses being agreed upon by the City and the party requesting such execution.

Section 14.11. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 14.12. Third Party Beneficiary. The Trustee and the City acknowledge that so long as the Letter of Credit is in effect or any amount remains payable under the Reimbursement Agreement, the Bank shall be an express third party beneficiary of the provisions of this Indenture, with the power to enforce the same.

IN WITNESS WHEREOF, City of Chicago and [NAME OF TRUSTEE] have caused this Trust Indenture to be executed in their respective names and attested by their duly authorized officers, all as of the day first above written.

CITY OF CHICAGO

By _____
Chief Financial Officer

[NAME OF TRUSTEE], as Trustee, Paying Agent
and Bond Registrar

By _____
Its _____

(SEAL)

Attest:

By _____
Its _____

Exhibit "A".
(To Trust Indenture)

(Form Of Requisition Certificate)

Requisition Number: _____

Date: _____

Requisition Certificate.

To: _____, As Trustee Under The Trust Indenture Dated As Of _____, 1999, Between City Of Chicago And The Trustee, And Loan Agreement Dated As Of _____, 1999, Between The City And The Borrower.

The undersigned hereby requests that the following amounts be paid to the following payees for the following Costs of the Project as defined in the above-mentioned Loan Agreement:

Amount	Payee And Address	Description
--------	-------------------	-------------

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, construction and equipping of the Project, have been properly incurred and are a proper charge against the Acquisition and Construction Fund, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis

of any previous requisition from the Acquisition and Construction Fund, and that such amounts are costs which can be capitalized for federal income tax purposes to the extent required by Section 142 of the Internal Revenue Code of 1986, as amended, (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction and installation of said buildings and improvements which, if unpaid, might become the basis of a vendors, mechanics, laborers, materialmens, statutory or similar lien upon the Project or any part thereof; (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any monies from the Acquisition and Construction Fund in any previous or pending application for payment made pursuant to the Loan Agreement; (iv) payment of this Requisition will not breach any limitation on disbursements contained in the Project Certificate (as defined in the Loan Agreement); (v) the amount remaining in the Acquisition and Construction Fund after payment of the amount(s) requested in this Requisition, the reasonable estimate of investment income thereon, plus funds of the Borrower available for such purpose will, after payment of the amount(s) requested hereby, be sufficient to pay the cost of completing the Project; and (vi) the amount(s) requested hereby are "Costs" permitted by the Agreement and the Indenture.

Renaissance Center, L.P.

Authorized Borrower Representative

[Approved:

Harris Trust and Savings Bank

By: _____

Title: _____]

Exhibit "C".
(To Ordinance)

Loan Agreement With Renaissance Center, L.P.

THIS LOAN AGREEMENT dated as of _____ 1, 1999 (the "Agreement"), is by and between the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State (the "City"), and RENAISSANCE CENTER, L.P., an Illinois limited partnership (the "Borrower").

RECITALS:

WHEREAS, the City plans to undertake the financing of the acquisition, construction and equipping of a multi-family housing facility located at 2800 West Fulton Street, Chicago, Illinois (the "Project"), by issuing its \$_____ Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Center, L.P. Project), Series 1999__ (the "Bonds"); and

WHEREAS, the City intends to loan the proceeds of sale of the Bonds to the Borrower to acquire, construct and equip the Project; and

WHEREAS, the Bonds will be issued under the terms of a Trust Indenture (the "Indenture") of even date herewith from the City to [Name of Trustee], as trustee (the "Trustee"); and

WHEREAS, the Borrower's obligations to repay the loan are evidenced by this Agreement and the Borrower's execution and delivery to the Trustee of its promissory note (the "Note") concurrent herewith; and

WHEREAS, the Bonds are secured by (i) an assignment and pledge by the City to the Trustee of this Agreement, and (ii) an irrevocable, transferable letter of credit issued by _____, Chicago, Illinois (the "Bank"), in favor of the Trustee for the benefit of the owners from time to time of the Bonds, and any other letter of credit issued in substitution therefor in accordance with the terms hereof and thereof (the "Letter of Credit");

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (*provided* that in the performance of the agreements of the City herein contained, any obligation they may thereby incur shall not constitute a debt of the City, or a charge against its general credit, but shall be payable solely out of the revenues and receipts derived from this Agreement, the Note, the sale of the Bonds, the income from the temporary investment thereof and moneys derived from drawings under the Letter of Credit, all as herein provided):

ARTICLE I.

DEFINITION OF TERMS

All words and phrases defined in Article I of the Indenture shall have the same meanings in this Agreement. Certain terms used in this Agreement are hereinafter defined in this Article I. When used herein, such terms shall have the meanings given them by the language employed in this Article I defining such terms unless the context clearly indicates otherwise:

"*Acquisition and Construction Period*" means the period between the beginning of the acquisition, construction and equipping of the Project or the date on which the Bonds are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

"*Affordable Housing Loan*" has the meaning set forth in the Bond Ordinance.

"*Agreement*" means this Loan Agreement, as from time to time supplemented and amended.

"*Alternate Credit Facility*" means a surety bond, an insurance policy or any other credit facility not constituting an irrevocable, direct-pay letter of credit delivered to the Trustee pursuant to Section 5.7(d) hereof.

"*Authorized Borrower Representative*" means such person at the time and from time to time designated to act on behalf of the Borrower by written certificate furnished to the City, the Trustee and the Bank, containing the specimen signature of such person. Such certificate may designate an alternate or alternates.

"*Bank*" means _____, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) hereof, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit pursuant to Section 5.7(c) hereof, its successors in such capacity and their assigns.

"*Bonds*" means the Variable Rate Demand Multi-Family Housing Revenue Bonds of the City, in the original aggregate principal amount of \$ _____, issued pursuant to the Indenture.

"*Borrower*" means Renaissance Center, L.P., an Illinois limited partnership, and its successors and assigns.

"*City*" means the City of Chicago, and its lawful successors and any assigns.

"*Completion Date*" means the earlier of (i) _____, or (ii) the date of completion of the Project, as that date shall be certified as provided in Section 3.4 hereof.

"*Cost of the Project*" means the sum of the items authorized to be paid from the Acquisition and Construction Fund pursuant to the provisions of (a) through (h) of Section 3.3 hereof.

"*Event of Default*" means any occurrence or event specified as such and defined as such by Section 6.1 hereof.

"*Indenture*" means the Trust Indenture dated as of _____ 1, 1999, by and from the City to the Trustee, as from time to time supplemented and amended.

"*Investment Obligations*" shall mean, to the extent lawful for the investment of moneys to be made therein, any of the following obligations or securities on which the Borrower is not the obligor:

- (a) Governmental Obligations;
- (b) interest-bearing deposit accounts (which may be represented by certificates of deposit including Eurodollar certificates of deposit) in national or state banks (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than \$100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;
- (c) bankers' acceptances drawn on and accepted by commercial banks (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than \$100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;
- (d) obligations of, or guaranteed by, any agency or instrumentality of the United States of America;
- (e) commercial or finance company paper which is rated in the highest rating category by a nationally recognized rating agency;
- (f) repurchase agreements with banking or financial institutions (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than \$100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency, *provided that* (i) that such repurchase agreements shall be secured as to principal (but only to the extent not insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or a similar corporation chartered by the United States of America) by Governmental Obligations, the fair market value of which is equal to 100 percent of such principal, (ii) the Trustee or a third party acting solely as agent for the Trustee has possession of the underlying securities, (iii) the Trustee or agent has a perfected first security lien in such collateral, and (iv) such collateral is free and clear of third party liens;
- (g) obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, the interest on which, in the opinion of Bond Counsel, is not includable in the gross income of the owners thereof for federal income tax purposes; and
- (h) any other obligations agreed upon in writing by the Bank and the Borrower.

"*Letter of Credit*" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) hereof, and, unless the context or use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) hereof, and any extensions or amendments thereof.

"*Note*" means the promissory note of the Borrower made payable to the Trustee, delivered by the Borrower pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Borrower to repay the loan made hereunder.

"*State*" means the State of Illinois.

"*Trustee*" means the Trustee at that time serving as such under the Indenture.

The words "*hereof*," "*herein*," "*hereunder*" and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only, and shall not define or limit the provisions hereof.

ARTICLE II.

REPRESENTATIONS

Section 2.1. *Representations of the City.* The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The City is authorized to execute and deliver this Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

(b) The City has issued the Bonds for the purpose of financing a portion of the costs of the Project.

(c) To the knowledge of the undersigned representatives of the City, neither the execution and delivery of the Bonds, this Agreement or the Indenture, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions on the Bonds, this Agreement or the Indenture materially conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the City is now a party or by which it is bound, or constitute a default under any of the foregoing.

Section 2.2. *Representations of the Borrower.* The Borrower makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Borrower is a limited partnership duly organized and validly existing under the laws of the State, is authorized to conduct business and is in good standing in the State, is not in violation of any provision of its agreement or certificate of limited partnership, has the power to execute and deliver this Agreement, the Note and the Land Use Restriction Agreement, to enter into the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and by proper action has duly authorized the execution and delivery of the Note, this Agreement and the Land Use Restriction Agreement and the performance of its obligations hereunder and thereunder.

(b) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, to the knowledge of the Borrower, threatened, in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or which would affect its existence or authority to do business, the completion of the Project, the validity of any document to which it is a party or the performance of its obligations thereunder.

(c) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of this Agreement, the Note or the Land Use Restriction Agreement, do not and will not conflict with or constitute or result in a default under or violation of: (i) the Borrower's agreement or certificate of limited partnership, (ii) any material agreement or other instrument to which the Borrower is a party or by which it is bound, or (iii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(d) The Borrower has obtained or will obtain at the proper times all consents, approvals, authorizations and orders, of any governmental or regulatory authority that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of this Agreement, the Note and the Land Use Restriction Agreement and the performance by the Borrower of its obligations hereunder and thereunder, and that are required for the operation of the Project Facilities.

(e) The Borrower has taken all necessary action required to make this Agreement, the Note and the Land Use Restriction Agreement the valid obligations of the Borrower which they purport to be; when executed and delivered by the parties thereto, this Agreement, the Note and the Land Use Restriction Agreement will constitute valid and binding agreements of the Borrower and will be enforceable against the Borrower in accordance with their respective terms subject to the provisions of bankruptcy and similar laws and to equitable principles.

(f) The operation of the Project Facilities in the manner presently contemplated and as described in this Agreement and the Land Use Restriction Agreement will not, to the knowledge of Borrower, conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.

(g) The Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(h) The estimated cost of acquiring, constructing and equipping the Project, inclusive of financing costs, in excess of \$ _____.

(i) At least 95 percent of the Bond proceeds will be used to finance on-site or off-site costs of the Project and such costs will have been incurred with respect to work performed or materials purchased after _____.

(j) At least 95 percent of the moneys set aside in the Acquisition and Construction Fund for the Project under the Indenture, constituting a portion of the proceeds from the sale of the Bonds, will be used to provide amounts paid or incurred on or after _____, 1999 chargeable to the Project's capital account, either with a proper election by the Borrower (for example, under Section 266 of the Code), or but for a proper election by the Borrower to deduct such amounts.

(k) At least 95 percent of the Project (determined separately on the basis of cost, square footage and rental value) constitutes "residential rental property" within the meaning of the Code.

(l) The average maturity of the Bonds does not exceed 120 percent of the average reasonably expected economic life of the Project Facilities determined in accordance with Section 147(b) of the Code.

(m) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the loans to be funded by the City for the Borrower.

(n) Until payment in full of all of the Bonds, unless the Trustee shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project Facilities or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charge which are not yet due and payable, (ii) any pledge relating to syndication of the Project, (iii) any lien, including, without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, or which liens are insured over by a title insurance company acceptable to the Trustee and (iv) such other pledges as may be approved in writing by the Trustee.

(o) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has approved the Indenture.

(p) The Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(q) If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includible in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the City and the Trustee.

ARTICLE III.

ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITIES; ISSUANCE OF THE BONDS

Section 3.1. *Acquisition, Construction and Equipping of the Project; Title.* The Borrower agrees that it will acquire, construct and equip or complete the acquisition and equipping of, the Project Facilities; any plans and specifications for any construction, including any and all supplements, amendments and additions (or deletions) thereto (or therefrom), shall be made available to the City, the Trustee and the Bank on written request.

Except as otherwise disclosed to the Trustee and the Bank, the Borrower represents and warrants that it has, or simultaneously with the delivery of the Bonds will have, acquired good and marketable interests to the Project Facilities to enable the Borrower to acquire, construct, equip and use the Project Facilities as contemplated by this Agreement.

Section 3.2. *Agreement to Issue Bonds; Application of Bond Proceeds.* In order to provide funds to finance a portion of the Cost of the Project, as provided in Section 4.1 hereof, the City agrees that it will simultaneously with the execution and delivery hereof issue, sell and cause to be delivered to the purchasers thereof, the Bonds in the aggregate principal amount of \$ _____ bearing interest, maturing, subject to prior redemption and subject to transfer, as set forth in the Indenture.

Section 3.3. *Disbursements from the Acquisition and Construction Fund.* The City authorizes and directs the Trustee, upon compliance with the Indenture, to disburse the moneys in the Acquisition and Construction Fund to or on behalf of the Borrower for the following purposes and, subject to the provisions of Section 3.4 hereof, for no other purposes:

(a) Payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower in full for all advances and payments made by it at any time after _____, 1999, for expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof) and the acquisition, construction and equipping of the Project.

(b) Payment or reimbursement of any legal, financial and accounting fees and expenses, the established administrative fees and expenses of the City, costs of the execution and filing of any instruments and the preparation of all other documents in connection therewith, and payment or reimbursement of all fees, costs and expenses for the preparation of this Agreement, the Note, the Reimbursement Agreement, the Letter of Credit, the Indenture, the Remarketing Agreement and the Bonds; *provided* that any of the foregoing costs that are Issuance Costs shall be paid from the Issuance Cost Fund.

(c) Payment or reimbursement for labor, services, materials and supplies used or furnished in the acquisition, construction and equipping of the Project, all as provided in the plans, specifications and work orders therefor, payment or reimbursement for the cost of the acquisition, construction and equipping of utility services or other facilities and the acquisition and installation of all real and personal property deemed necessary in connection with the Project and payment or reimbursement for the miscellaneous capitalized expenditures incidental to any of the foregoing items.

(d) Payment or reimbursement of the fees, if any, for architectural, engineering, legal, investment banking and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction or installation with respect to any part of the Project, payment or reimbursement of the premiums on all insurance required to be taken out and maintained during the Acquisition and Construction Period, if any.

(f) Payment of the taxes, assessments, interest on the Bonds and other charges, if any, that may become payable during the Acquisition and Construction Period with respect to the Project, or reimbursement thereof if paid by the Borrower.

(g) Payment or reimbursement of expenses incurred in seeking to enforce any remedy against any supplier, conveyer, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of any other costs permitted by the Constitution and laws of the State.

All moneys remaining in the Acquisition and Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (h), inclusive, of this Section 3.3, shall at the direction of the Borrower be used in accordance with Section 3.4 hereof.

Notwithstanding the foregoing, in no event shall the Costs of Issuance financed with the proceeds of the Bonds exceed two percent of the proceeds of the Bonds within the meaning of Section 147(g) of the Code, and all Costs of Issuance shall be paid from the Issuance Cost Fund.

Each of the payments referred to in this Section 3.3 shall be made upon receipt by the Trustee of a written requisition (substantially in the form set forth in *Exhibit A* to the Indenture) signed by the Authorized Borrower Representative [and approved in writing by the Bank].

Section 3.4. *Establishment of Completion Date; Obligation of Borrower to Complete.* The Completion Date shall be evidenced to the Trustee and the Bank by a certificate signed by the Authorized Borrower Representative, stating the Cost of the Project and stating that (a) the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such acquisition, construction and equipping have been paid for, and (b) all other facilities necessary in connection with the Project have been acquired, constructed and equipped in accordance with the plans, specifications and work orders therefor, and all costs and expenses incurred in connection therewith (other than costs and expenses for which the Borrower has withheld payment) have been paid, and (c) the disbursement of amounts from the Acquisition and Construction Fund and the Issuance Cost Fund complied with all representations and covenants of the Borrower pertaining thereto contained in the Project Certificate delivered by the Borrower upon the initial issuance of the Bonds. If the Borrower withholds the payment of any such cost or expense of the Project, the certificate shall state the amount of such withholding and the reason therefor. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Borrower to cause such certificate to be furnished to the City, the Trustee and the Bank promptly after the Project shall have been completed.

Within 10 days after the delivery by the Authorized Borrower Representative of the certificate evidencing the Completion Date, the Trustee shall retain in the Acquisition and Construction Fund a sum equal to the amounts necessary for payment of Costs of the Project not then due and payable or the liability for which the Borrower is contesting as set forth in said certificate. Any amount not so retained in the Acquisition and Construction Fund for such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Borrower to the Trustee, shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Borrower Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of the Borrower, at an earlier redemption date (*provided that*, in neither event shall such amounts be used to pay interest or premium on the Bonds in connection with such redemption), (b) to purchase Bonds on the open market (including Bonds subject to mandatory purchase) prior to such redemption date (*provided that*, if Bonds are purchased at an amount in excess of the principal amount thereof, the Borrower shall pay such excess out of other funds) for the purpose of cancellation, or (c) to repay the City for costs of the Project paid with the proceeds of the Affordable Housing Loan, provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Constitution and laws of the State and will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation. Until used for one or more of the foregoing

purposes, such segregated amount may be invested as permitted by Section 3.5 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with applicable provisions of the Code. The City agrees to cooperate with the Trustee and take all required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4.

If the moneys in the Acquisition and Construction Fund available for payment of the Cost of the Project should not be sufficient to pay the costs thereof in full, the Borrower agrees to pay directly the costs of completing the Project as may be in excess of the moneys available therefor in the Acquisition and Construction Fund. The City does not make any warranty, either express or implied, that the moneys which will be paid into the Acquisition and Construction Fund and which, under the provisions of this Agreement, will be available for payment of a portion of the Cost of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower agrees that if after exhaustion of the moneys in the Acquisition and Construction Fund the Borrower should pay any portion of the Cost of the Project pursuant to the provisions of this Section 3.4, it shall not be entitled to any reimbursement therefor from the City, from the Trustee or from the Bank, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof or under the Note.

Section 3.5. *Investment of Moneys.* Any moneys held as part of the Acquisition and Construction Fund or the Issuance Cost Fund shall be invested or reinvested by the Trustee, at the oral (promptly confirmed in writing) or written direction of the Authorized Borrower Representative, as provided in Article VII of the Indenture, in Investment Obligations specified by the Authorized Borrower Representative. Any moneys held as a part of the Bond Fund (including any moneys held for the payment of a particular Bond) shall be invested or reinvested by the Trustee at the written direction of the Authorized Borrower Representative as provided in Article VII of the Indenture, to the extent permitted by law, in Investment Obligations, except to the extent Article VII of the Indenture requires that said moneys be invested or reinvested solely in Governmental Obligations. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Acquisition and Construction Fund, the Issuance Cost Fund or the Bond Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund and any net losses resulting from such investment shall be charged to such fund and paid by the Borrower.

Any moneys held as part of the Bond Purchase Fund shall not be invested.

ARTICLE IV.

REPAYMENT PROVISIONS

Section 4.1. *Bond Proceeds.* The City covenants and agrees, upon the terms and conditions of this Agreement, to lend the proceeds received from the sale of the Bonds to the Borrower in order to finance the Cost of the Project. Pursuant to said covenant and agreement, the City will issue the Bonds upon the terms and conditions contained in the Indenture and this Agreement, and will lend the proceeds of the Bonds to the Borrower by causing the Bond proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed by the Trustee to or on behalf of the Borrower as provided in Section 3.3 hereof.

Section 4.2. *Repayment of the Loan and Payment of Other Amounts Payable.* (a) As evidence of obligation to repay the Loan made hereunder by the City, the Borrower will issue its Note in the principal amount of \$_____. The Note shall be dated the date of issuance and delivery of the Bonds, shall mature on _____, _____, except as the provisions hereinafter set forth with respect to prepayment may become applicable thereto. The Note shall bear interest on the unpaid principal amount thereof from the date of the Note at such rates equal to the interest rates from time to time borne by the Bonds, calculated on the same basis and to be paid at the same times as interest on the Bonds is calculated and paid from time to time. The Note shall be subject to prepayment as herein provided. Payments of the principal of and premium, if any, and interest on the Note shall be made in lawful money of the United States of America in federal or other immediately available funds. The Note shall be in substantially the same form as *Exhibit A* attached hereto and made a part hereof. The City and the Borrower agree that the Note shall be payable to the Trustee. The Borrower covenants and agrees that the payments of principal of, premium, if any, and interest on the Note shall at all times be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the Bonds; *provided* that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund on a payment date shall be credited against the payment due on such date; and *provided further*, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in the Bond Fund should be sufficient (and remain sufficient) to pay on the dates required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of this Section 4.2(a) or on the Note. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term "*Excess Amount*" as of any interest payment date shall mean the amount in the Bond Fund on such date in excess of the amount required for the payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where Bonds have not been presented for payment and paid, or for the payment of interest which has theretofore come due in all cases where interest checks have not been presented for payment and paid.

If the Borrower shall fail to pay any installment of principal of, premium, if any, or interest on the Note or under this Section 4.2(a), the installment so in default shall continue as an

obligation of the Borrower until the amount so in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon until paid (to the extent legally enforceable) at a rate equal to the rate borne by the Bonds from time to time from the due date thereof until paid.

(b) The Borrower also agrees to pay to the City, its costs, fees and expenses related to this Agreement, the Indenture, the Bonds and the Project at any time while this Agreement is in effect, including the fees and expenses of its counsel.

(c) The Borrower also agrees to pay to the Bond Registrar, the Tender Agent and the Trustee (i) the initial acceptance fee of the Trustee and the costs and expenses, including reasonable attorneys' fees, incurred by the Trustee in entering into and executing the Indenture, and (ii) during the term of this Agreement (A) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and ordinary expenses incurred under this Agreement, the Note and the Indenture, including reasonable attorneys' fees, as and when the same become due, (B) the fees, charges and expenses of the Placement Agent, the Bond Registrar and the Tender Agent, as and when the same become due, and (C) the fees, charges and expenses of the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses incurred by it under this Agreement, Note and the Indenture, including reasonable attorneys' fees, as and when the same become due.

(d) The Borrower also agrees to pay all fees, charges and expenses of the Remarketing Agent, as set forth in the Remarketing Agreement, in carrying out duties and obligations and performing services under and pursuant to the Indenture and the Remarketing Agreement.

(e) In addition to the payments required to be made by the Borrower pursuant to the foregoing subsections of this Section 4.2 and the Note, the Borrower agrees to pay to the Tender Agent amounts sufficient to pay the purchase price of any Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of the Indenture, on the purchase date of such Bonds as set forth in said Section 4.1 or said Section 4.2, as the case may be. All such payments shall be made to the Tender Agent in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of the Tender Agent.

(f) If the Borrower is in default under any provision of this Agreement or the Land Use Restriction Agreement, after giving effect to applicable notice and cure provisions the Borrower also agrees to pay to the City and the Trustee all fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from moneys available therefor under the Indenture.

(g) Upon the written demand of the Trustee, the Borrower also agrees to pay to the Trustee, on behalf of the City, any amount required to be rebated to the United States of America pursuant to the Tax Agreement, to the extent that funds are not available therefor under the Indenture. If the Borrower does not have funds available for such purpose, the general partner of the Borrower shall pay such amounts. The obligation of the general partner to make such payments shall be a personal obligation of the general partner, and no lien or claim shall be made

by such general partner against the revenues and assets of the Project Facilities. The general partner's obligation to make such payments in its personal capacity shall be evidenced by the general partner's execution and acceptance of this Agreement.

(h) If the Trustee is authorized and directed to draw moneys under the Letter of Credit in accordance with the provisions of the Indenture to the extent necessary to pay the principal of, premium, if any, and interest on the Bonds if and when due, any moneys derived from a drawing under the Letter of Credit shall constitute a credit against the obligation of the Borrower to make corresponding payments on the Note and under subsections (a) of this Section 4.2. Drawings under the Letter of Credit to pay the purchase price of Bonds when due and remarketing proceeds available for such purpose shall constitute a credit against the obligation of the Borrower to make corresponding payments under subsection (e) of this Section 4.2.

(i) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the period after such date.

(j) The Borrower shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds to the Fixed Rate pursuant to the provisions of Section 2.2 of the Indenture, subject to the terms and conditions set forth therein.

Section 4.3. *No Defense or Set-off; Unconditional Obligation.* The obligations of the Borrower to make the payments required in Section 4.2 hereof and pursuant to the Note and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim the Borrower might otherwise have against the City, the Trustee, the Tender Agent, the Paying Agent, the Bond Registrar, the Remarketing Agent or the Bank. The Borrower shall pay during the term of this Agreement the payments to be made on account of the Loan as prescribed in Section 4.2 hereof and all other payments required hereunder free of any deductions and without abatement, diminution or set-off other than those herein expressly provided. Until such time as the principal of, premium, if any, and interest on the Note and the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof or the Note; (ii) will perform and observe all of its agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, its failure to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or the State or any political subdivision thereof, or any failure of the City, the Trustee or the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, except to the extent permitted by this Agreement.

Section 4.4. *Assignment and Pledge of Issuer's Rights.* As security for the payment of the Bonds, the City will assign and pledge to the Trustee all right, title and interest of the City in

and to this Agreement and the Note, including the right to receive payments hereunder and thereunder (except for certain rights reserved under the Indenture), and hereby directs the Borrower to make said payments directly to the Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Borrower and the City or the Trustee.

ARTICLE V.

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1. *Issuer's and Trustee's Right of Access to the Project.* The Borrower agrees that during the term of this Agreement the City, the Trustee, the Bank and their duly authorized agents shall have the right during regular business hours, with reasonable notice, to enter upon the Project Facilities and examine and inspect the Project Facilities.

Section 5.2. *Release and Indemnification Covenants.* (a) The Borrower shall indemnify and hold the City (including any official, agent, officer, director or employee thereof and counsel to the City) harmless against any and all claims asserted by or on behalf of any person, firm, corporation, private or municipal, or other entity arising or resulting from, or in any way connected with (i) the financing, design, construction, installation, operation, use or maintenance of the Project Facilities, (ii) the violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Land Use Restriction Agreement, any other contract, agreement or restriction relating to the Project, or any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof, (iii) any act, including negligent acts, failure to act or misrepresentation by any person, firm, corporation, governmental authority or other entity, including the City, in connection with the issuance, sale or delivery of the Bonds, (iv) any act, failure to act or misrepresentation by the City in connection with, or in the performance of any obligation related to the issuance, sale and delivery of the Bonds or under this Agreement or the Indenture, or any other agreement executed by or on behalf of the City, including all liabilities, costs and expenses, including attorneys' fees, incurred in any action or proceeding brought by reason of any such claim. If any action or proceeding is brought against the City by reason of any such claim, such action or proceeding shall be defended against by counsel as the City shall determine, and the Borrower shall indemnify the City for costs of such counsel. The Borrower upon notice from the City shall defend such an action or proceeding on behalf of the City. The Borrower shall also indemnify the City from and against all costs and expenses, including attorneys' fees, lawfully incurred in enforcing any obligation of the Borrower under this Agreement. Notwithstanding the foregoing, nothing contained in this subsection shall be construed to indemnify or release the City from any liability which it would otherwise have had arising from the intentional misrepresentation or willful misconduct on the part of the City, or any official, officers, employees, agents or representatives of the City acting in their capacities other than as contemplated by this Agreement.

(b) The Borrower shall indemnify and hold the Trustee, the Bond Registrar, any person who "controls" the Bond Registrar or the Trustee within the meaning of Section 15 of the

Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Placement Agent, the Remarketing Agent, the Bond Registrar or the Trustee (collectively called the "Indemnified Parties") harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, renovation or sale of the Project Facilities or any part thereof. The Borrower also covenants and agrees, at its expense, to pay, and to indemnify and hold the Indemnified Parties harmless of, from and against, all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Indemnified Parties by reason of any such claim or demand, the Indemnified Parties shall immediately notify the Borrower, which shall defend any action or proceeding on behalf of the Indemnified Parties, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Parties unless the employment of such counsel has been specifically authorized by the Borrower. If such separate counsel is employed, the Borrower may join in any such suit for the protection of its own interests. The Borrower shall not be liable for any settlement of any such action effected without consent, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless the Indemnified Parties.

(c) The Borrower shall indemnify and hold each of the Trustee, Bond Registrar, Paying Agent and Tender Agent harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with its acceptance or exercise of the powers and duties of such office under the Indenture and, in the case of the Trustee, as the assignee, transferee and pledgee of all right, title and interest of the City in and to this Agreement and sums payable hereunder, which are not due to negligence or willful misconduct of the party seeking indemnification, as well as the reasonable costs and expenses of defending against any claim of liability.

Section 5.3. *Records of Borrower.* The Trustee shall be permitted, after reasonable notice during regular business hours during the term of this Agreement, to examine the books and records of the Borrower with respect to the Project.

Section 5.4. *Tax-Exempt Status.* (a) Neither the City nor the Borrower shall cause any proceeds of the Bonds to be expended except pursuant to the Indenture. The Borrower shall not (1) requisition or otherwise allow any payment out of proceeds of the Bonds (i) if such payment is to be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition, provided that this clause (i) shall not apply to any building (and the equipment purchased as a part thereof, if any) if the "rehabilitation expenditures", as defined in Section 147(d) of the Code, with respect to the building equal or exceed 15 percent of the portion of the cost of acquiring the building (including such equipment) financed with the proceeds of the Bonds, (ii) if as a result of such payment, 25 percent or more of

the proceeds of the Bonds would be considered as having been used directly or indirectly for the acquisition of land (or an interest therein), (iii) if, as a result of such payment, less than 95 percent of the net proceeds of the Bonds, expended at the time of such requisition would be considered as having been used for costs of the acquisition, construction, reconstruction or improvement of residential rental property within the meaning of the Code, or (iv) if such payment is used to pay Issuance Costs (including attorneys' fees and placement fees) in excess of an amount equal to two percent of the principal amount of the Bonds; (2) take or omit, or permit to be taken or omitted, any other action with respect to the use of such proceeds the taking or omission of which would result in the loss of exclusion of interest on the Bonds from gross income for purposes of federal income taxation; or (3) take or omit, or permit to be taken or omitted, any other action the taking or omission of which would cause the loss of such exclusion. Without limiting the generality of the foregoing, the Borrower shall not permit (i) the proceeds of the Bonds to be used directly for the acquisition of land (or an interest therein) or so that any of such proceeds is used for the acquisition of land (or an interest therein) to be used for farming purposes or (ii) any of the proceeds of the Bonds to be used to provide any airplane, skybox or other private luxury box, any health club facility, any facility primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Section 5.5. *Taxes and Governmental Charges.* The Borrower hereby covenants and agrees that it will promptly pay, as the same become due, all lawful taxes, assessments, utility charges and other governmental charges of any kind whatsoever levied or assessed by federal, state or any municipal government upon or with respect to the Project Facilities or any part thereof or any payments under this Agreement and the Note. The Borrower may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Section 5.6. *Maintenance and Repair; Insurance.* The Borrower hereby covenants and agrees that it will maintain the Project Facilities in a safe and sound operating condition, making from time to time all needed material repairs thereto, and shall maintain amounts of insurance coverage with respect to the Project Facilities as may be required by the City and/or the Bank, and shall pay all costs of such maintenance, repair and insurance.

Section 5.7. *Letter of Credit.* (a) On or prior to the issuance, sale and delivery of the Bonds to the purchaser or purchasers thereof pursuant to Section 2.6 of the Indenture, the Borrower hereby covenants and agrees to obtain and deliver to the Trustee the initial, irrevocable, transferable Letter of Credit to be issued by the Bank in favor of the Trustee for the benefit of the owners from time to time of the Bonds in the form of Appendix I to the initial Reimbursement Agreement. The initial Letter of Credit shall be dated the date of issuance and delivery of the Bonds; shall expire on _____, 20__, unless otherwise extended in accordance with the terms and provisions of subsection (b) below and the Reimbursement Agreement; shall be in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or acceleration, and (B) to enable the Trustee to pay the portion of purchase price of Bonds

tendered or deemed to be tendered to the Trustee for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for _____ () days at the Cap Rate, (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the accrued interest on such Bonds.

(b) During the Variable Rate Period, except as hereinafter provided, at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit, the Borrower may, at its option, provide for the extension of the term of the Letter of Credit. Any such extension shall be to the 15th day of any calendar month at least one year after the Stated Expiration Date of the existing Letter of Credit. In connection therewith the Borrower shall furnish proof of such extension, in the form of an amendment to the Letter of Credit evidencing such extension, to the Trustee no later than the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit.

(c) Subject to the provisions of Section ____ of the initial Reimbursement Agreement and any similar provision of any subsequent Reimbursement Agreement, while a Letter of Credit is in effect, the Borrower may, at its option, deliver to the Trustee a substitute Letter of Credit in substitution for the existing Letter of Credit at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit. The substitute Letter of Credit shall be an irrevocable, direct-pay, transferable letter of credit of a commercial bank in substantially the same form and tenor as the existing Letter of Credit. The stated amount of the substitute Letter of Credit shall equal the then Outstanding principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds then Outstanding for a number of days equal to (i) if the Bonds are then in the Variable Rate Period, 35 days, and if the Bonds are then in the Fixed Rate Period, _____ days, plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of such Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate (or if the Bonds are then in a Fixed Rate Period, at the Fixed Rate). The substitute Letter of Credit shall contain administrative provisions reasonably satisfactory to the Trustee and, if in the Fixed Rate Period, shall expire on the same date as the existing Letter of Credit or on the 15th day of a calendar month no sooner than the Stated Expiration Date of the existing Letter of Credit.

In order to avoid a mandatory tender of the Bonds pursuant to Section 4.2 of the Indenture, the Borrower shall, simultaneously with the delivery of the substitute Letter of Credit to the Trustee, furnish to the Trustee written evidence from each Rating Agency by which the Bonds are then rated, if any, to the effect that such Rating Agency has reviewed the proposed substitute Letter of Credit and that the substitution of the proposed substitute Letter of Credit for the existing Letter of Credit will not, by itself, result in the reduction or withdrawal of the rating assigned to the Bonds from that which then prevails; *provided* that, if the Bonds are not then rated by a Rating Agency, the Borrower shall furnish to the Trustee evidence that the provider of the substitute Letter of Credit has a commercial paper credit rating from Moody's or S&P at

least equal to the higher of the then commercial paper credit ratings from Moody's and S&P of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

Simultaneously with the delivery of any substitute Letter of Credit to the Trustee, the Borrower must also provide the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Borrower shall have paid all of its obligations under the Reimbursement Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not yet due and owing under the Reimbursement Agreement) and shall have paid all other amounts due and owing under the Reimbursement Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Borrower shall also provide the Trustee with an opinion of Bond Counsel to the effect that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. If the Borrower shall fail to furnish to the Trustee written evidence of payment to the Bank as aforesaid together with such opinion of Bond Counsel, the Trustee shall not be deemed to have received the substitute Letter of Credit and shall not surrender the existing Letter of Credit. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized to surrender the existing Letter of Credit and to approve the cancellation of the existing Letter of Credit.

(d) On or after the Conversion Date, the Borrower may, at its option, provide for the delivery to the Trustee of an Alternate Credit Facility to either supplement a Letter of Credit, replace a Letter of Credit or provide credit enhancement if no Letter of Credit is then in effect. An Alternate Credit Facility must be sufficient to cover the full amount of principal and interest on the Bonds (covering at least the amount of interest specified in (c) above). Any Alternate Credit Facility shall be payable to the Trustee for the benefit of the owners of the Bonds and shall have administrative provisions reasonably satisfactory to the Trustee. Simultaneously with the delivery of such an Alternate Credit Facility to the Trustee, the Borrower shall provide the Trustee with (i) an opinion of Bond Counsel to the effect that the delivery of such Alternate Credit Facility is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation and (ii) if the Alternate Credit Facility is replacing an existing Letter of Credit, written evidence of maintenance of ratings and payment of all obligations owing the existing Bank as provided in (c) above. The Borrower hereby covenants and agrees to give the City, the Trustee, the Bank and the Remarketing Agent written notice of intention to deliver any such Alternate Credit Facility at least 15 Business Days prior to the date on which the Borrower expects to deliver such Alternate Credit Facility.

(e) If the Letter of Credit is set to expire and the Borrower does not intend to deliver a substitute Letter of Credit to the Trustee, the Borrower shall, on or before the 35th day prior to the interest payment date immediately preceding the Stated Expiration Date, give written notice

to the City, the Trustee, the Remarketing Agent and the Bank that the Borrower does not intend to deliver such a substitute Letter of Credit to the Trustee prior to the Stated Expiration Date.

Section 5.8. *Environmental Laws.* The Borrower will comply with the requirements of all federal, state and local environmental and health and safety laws, rules, regulations and orders applicable to or pertaining to the Project Facilities.

Section 5.9. *Annual Certificate.* The Borrower will furnish to the City and to the Trustee within 120 days after the close of the Borrower's fiscal year, a certificate of the Borrower signed by the Authorized Borrower Representative stating that the Borrower has made a review of its activities during the preceding fiscal year for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of this Agreement and the Borrower has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Borrower shall be in default such certificate shall specify all such defaults and the nature thereof. Additionally, the Borrower shall furnish to the City and the Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Land Use Restriction Agreement.

Section 5.10. *Borrower to Maintain Its Partnership Existence; Conditions Under Which Exceptions Permitted.* The Borrower agrees that during the term of this Agreement and so long as any Bond is Outstanding, it will maintain its existence as a limited partnership, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it.

Section 5.11. *Qualification in State.* Subject to the provisions of Section 5.10 hereof, the Borrower agrees that throughout the term of this Agreement, it will be qualified to do business in the State.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. *Events of Default.* The occurrence and continuation of any one of the following shall constitute an Event of Default hereunder:

(a) failure by the Borrower to pay any amounts required to be paid as principal, premium, if any, or interest under this Agreement or under the Note, including, without limitation, Section 4.2(a) or 4.2(e) hereof, on the dates and in the manner specified therein or herein; or

(b) failure by the Borrower to observe or perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in subsection (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the City, the

Trustee or the Bank, unless the City, the Trustee and the Bank shall agree in writing to an extension of such time prior to expiration; or

(c) the dissolution or liquidation of the Borrower or the filing by the Borrower of a voluntary petition in bankruptcy, or failure of the Borrower to promptly lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder, or an order for relief under Title 11 of the United States Code, as amended from time to time, is entered against the Borrower, or a petition or answer proposing the entry of an order for relief against the Borrower under Title 11 of the United States Code, as amended from time to time, or reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged within 90 days after the filing thereof, or the Borrower shall fail generally to pay its debts as they become due, or a custodian (including without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Borrower) shall be appointed for or take possession of all or a substantial part of its properties and shall not be discharged within 90 days after such appointment or taking possession, or the Borrower shall consent to or acquiesce in such appointment or taking possession, or assignment by the Borrower for the benefit of its creditors, or the entry by the Borrower into an agreement of composition with its creditors, for its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state laws; or

(d) any warranty, representation or other statement made by or on behalf of the Borrower contained herein, or in any document or certificate furnished by the Borrower in compliance with or in reference hereto, is false or misleading in any material respect; or

(e) an "*Event of Default*" shall occur and be continuing under the Indenture.

Section 6.2. *Remedies on Default.* Whenever any Event of Default shall have occurred and be continuing hereunder, the City or the Trustee may take any one or more of the following remedial steps:

(a) The Trustee may exercise any right, power or remedy permitted to it by law as a holder of the Note, and shall have in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Note to the date of such declaration and any premium the Borrower shall have become obligated to pay to be immediately due and payable, if concurrently with or prior to such notice the unpaid principal of and all unpaid accrued interest and premium on the Bonds have been declared to be due and payable under the Indenture, and upon such declaration the Note and the unpaid accrued interest thereon and such premium shall thereupon become forthwith due and payable in an amount sufficient to pay the principal of, premium, if any, and interest on the Bonds under Section 9.2 of the Indenture, without presentment, demand or protest, all of which is hereby expressly waived. The Borrower shall forthwith pay to the Trustee the entire principal of, premium, if any, and interest accrued on the Note.

(b) The City and the Trustee shall waive, rescind and annul such declaration and the consequences thereof, when any declaration of acceleration on the Bonds has been waived, rescinded and annulled pursuant to and in accordance with Section 9.2 of the Indenture.

(c) The City or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

In case the City or the Trustee shall have proceeded to enforce its rights under this Agreement or the Note, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City or the Trustee, as the case may be, then and in every such case the Borrower, the City and the Trustee shall be restored respectively to their several positions and rights hereunder and under the Note, and all rights, remedies and powers of the Borrower, the City and the Trustee shall continue as though no such proceeding had been taken.

In case there shall be pending proceedings for the bankruptcy of the Borrower under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the property of the Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and the Note and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Borrower, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including reasonable attorneys' fees incurred by it up to the date of such distribution.

Section 6.3. *Agreement to Pay Attorney's Fees and Expenses.* If the City or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the Note or the enforcement of the performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower agrees that it will on demand therefor pay to the City or the Trustee the fees of such attorneys and such other expenses so incurred by the City or the Trustee.

Section 6.4. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the City or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and the Indenture now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver

thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice other than such notice as may be herein expressly required. Such rights and remedies as are given the City hereunder shall also extend to the Trustee, and the Trustee and the owners from time to time of the Bonds shall be deemed third party beneficiaries of all covenants and agreements contained herein.

Section 6.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Agreement should be breached by the Borrower and thereafter waived by the City or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII.

PREPAYMENT OF NOTE

Section 7.1. *Obligation to Prepay the Note.* Upon the occurrence of a Determination of Taxability the Borrower shall have, and hereby accepts, the obligation to prepay the principal of the Note as a whole, and not in part, on any date within 60 days after the occurrence of a Determination of Taxability, for redemption of the Bonds pursuant to Section 3.1(c) of the Indenture. The amount to be prepaid pursuant to this Section 7.1 in such event shall be 100 percent of the then outstanding principal amount of the Bonds (or 103 percent of the then outstanding principal amount of the Bonds during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

Section 7.2. *General Option to Prepay the Note.* The Borrower shall have, and is hereby granted, the option to prepay the principal of the Note as a whole, or in part, by paying to the Trustee an amount sufficient to redeem all or a portion of the Bonds then Outstanding, in the manner, at the redemption prices (including premium, if any), from the sources and on the dates specified in Sections 3.1(a) and 3.1(b) of the Indenture.

Section 7.3. *Redemption of the Bonds.* To perform an obligation imposed upon the Borrower or to exercise an option granted to the Borrower by this Article VII, the Borrower shall give written notice to the City, the Trustee and the Bank which notice shall specify therein the date upon which prepayment of the Note (or a portion thereof) will be made, which date shall be not less than 35 days from the date the notice is mailed, and shall specify that all of the principal amount of the Note or a specified portion thereof is to be so prepaid. On or before the date such notice is given to the Bank, the Borrower shall obtain the consent of the Bank to such redemption required by Section ____ of the initial Reimbursement Agreement or any similar provision of any subsequent Reimbursement Agreement. The Trustee shall take all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect the redemption of the Bonds (or a portion thereof) in amounts equal to the amount of the principal of the Note so prepaid as provided in this Article VII.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1. *Notices.* All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the City:

City of Chicago
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner, Department of Housing

With copies to:

City of Chicago
Office of the Corporation Counsel
City Hall – Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

City of Chicago
Office of the Chief Financial Officer
City Hall – Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to the Borrower:

Renaissance Center, L.P.
c/o Renaissance Realty Group, Inc.
2211 North Elston Avenue
Chicago, Illinois 60614
Attention: _____

If to the Trustee:

Attention: _____

If to the Remarketing:
Agent

Attention: _____

If to the Bank:

Attention: _____

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 8.2. *Assignments.* This Agreement may not be assigned by either party without the consent of the other and the Trustee and the Bank, except that the City shall assign and pledge to the Trustee all right, title and interest in and to this Agreement as provided by Section 4.4 hereof. No transfer of title to the Project Facilities shall be made unless the transferee assumes all of the duties of the Borrower under this Agreement and the Land Use Restriction Agreement, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 8.3. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 8.4. *Execution of Counterparts.* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that for purposes of perfecting a security interest in this Agreement by the Trustee under Article 9 of the Uniform Commercial Code of the State, only the counterpart assigned, pledged and delivered to the Trustee shall be deemed the original.

Section 8.5. *Amounts Remaining in Any Fund or With Trustee.* It is agreed by the parties hereto that after payment in full of (a) the principal of, premium, if any, and interest on the Bonds, (b) the fees, charges and expenses of the City, the Trustee, the Bond Registrar and the Remarketing Agent in accordance herewith and with the Indenture, the Note, the Affordable Housing Loan and the Remarketing Agreement (the payment of which fees, charges and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges and expenses), and (c) all other amounts required to be paid under this Agreement, the Note and the Indenture, any amounts remaining in any fund or account

maintained under this Agreement or the Indenture and not applied to the principal of, premium, if any, and interest on the Bonds shall belong to and be paid to the Borrower by the Trustee; *provided* that if the Trustee shall have drawn under the Letter of Credit, the Trustee shall request a written statement from the Bank as to whether or not the Bank has been reimbursed by the Borrower for any and all such drawings under the Reimbursement Agreement (other than an obligation for a drawing under the Letter of Credit to purchase Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not due and owing under the Reimbursement Agreement and except to the extent any other obligations are disputed in good faith), such amounts remaining in the Bond Fund or the Bond Purchase Fund shall, upon written notice from the Bank that the Borrower has not reimbursed the Bank under the Reimbursement Agreement for any such drawing under the Letter of Credit (which notice shall state the unreimbursed amount), shall be deemed to constitute property of and be paid to the Bank by the Trustee to the extent that the Borrower has not so reimbursed the Bank.

Section 8.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement or the Indenture, subsequent to the initial issuance of the Bonds and prior to their payment in full, this Agreement may not be effectively amended, changed, modified, altered or terminated except in the manner provided in the Indenture.

Section 8.7. *Governing Law.* This Agreement shall be governed exclusively by and construed in accordance with the applicable law of the State.

Section 8.8. *Authorized Borrower Representative.* Whenever under the provisions of this Agreement the approval of the Borrower is required or the Borrower is required to take some action at the request of the City, the Trustee or the Bank, such approval or such request shall be given for the Borrower by the Authorized Borrower Representative, and the City, the Trustee and the Bank shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee or the Bank as a result of any such action taken.

Section 8.9. *Terms of This Agreement.* This Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds, or provision for the payment thereof shall have been made pursuant to Article VIII of the Indenture, all fees, charges and expenses of the City, the Trustee, the Bond Registrar, the Placement Agent and the Remarketing Agent have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges, indemnities and expenses) and all other amounts due hereunder and under the Note have been duly paid or provision made for such payment. All representations, certifications and covenants by the Borrower as to the indemnification of various parties as described in Section 5.2 hereof, the payment of fees and expenses of the City as described in Sections 4.2(b) and 6.3 hereof and all matters affecting the tax-exempt status of the interest on Bonds shall survive the termination of this Agreement.

Section 8.10. *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the City, the Borrower and their respective successors and assigns; subject, however, to the limitations contained in Section 4.4 hereof.

Section 8.11. *References to Bank and Letter of Credit.* At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references to the Bank and the Letter of Credit shall be ineffective.

Section 8.12. *Limited Liability of City.* No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future member, official, officer, employee or agent of the City in his individual capacity, and neither the members, officials, officers, employees and agents of the City nor any officer thereof executing this Agreement shall be liable personally hereon or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No member, official, officer, employee or agent of the City shall incur any personal liability with respect to any other action taken by him pursuant to this Agreement or any of the transactions contemplated hereby provided he does not act in bad faith.

Section 8.13. *Limited Liability of Borrower.* The obligations of the Borrower contained in this Agreement shall be limited obligations payable solely from the income and assets of the Borrower (which shall not include any right of contribution from partners of Borrower, any unpaid capital contributions of any partner of Borrower or claims by Borrower against any partner thereof, or monies therefrom distributed by Borrower to its partners), and except as otherwise expressly provided herein, no partner of the Borrower shall have personal liability for the satisfaction of any obligation of the Borrower or claim arising out of this Agreement against the Borrower.

IN WITNESS WHEREOF, the City of Chicago and Renaissance Center, L.P. have caused this Agreement to be executed in their names and attested by their duly authorized officers, all as of the day first above written

CITY OF CHICAGO

By _____
Chief Financial Officer

RENAISSANCE CENTER, L.P.
an Illinois limited partnership

By: Renaissance Family, L.L.C.
an Illinois limited liability company
Its General Partner

By _____
Its _____

(Sub)Exhibit "A".
(To Loan Agreement)

Promissory Note.

For Value Received, intending to be legally bound hereby, Renaissance Center, L.P., an Illinois limited partnership (the "Borrower"), hereby promises to pay to _____ or its successors and assigns (the "Trustee"), in lawful money of the United States of America in federal or other immediately available funds, the principal amount of _____ Dollars (\$ _____) due on _____, _____, and to pay interest from the date hereof on the unpaid principal balance hereof at such rates equal to the interest rates from time to time borne by the Bonds (as hereinafter defined), calculated during the Variable Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable in lawful money of the United States of America in federal or other immediately available funds during said Variable Rate Period on _____, _____, on the first (1st) Business Day (as defined in the Indenture hereinafter referred to) of each calendar month thereafter and on the date of the commencement of said Fixed Rate Period, until the earlier of the date of the commencement of said Fixed Rate Period or the date on which said principal amount is paid and during said Fixed Rate Period on the first (1st) day of the _____ or _____ immediately following the commencement of said Fixed Rate Period and on the first (1st) day of each _____ and _____ thereafter, until said principal amount is paid.

This Promissory Note shall bear interest on any overdue installment of principal hereof, premium, if any, or interest hereon (to the extent legally enforceable) at a rate equal to the interest rate borne by this Promissory Note, from time to time, from the due date thereof until paid.

This Promissory Note is issued pursuant to the Loan Agreement dated as of _____, 1999, by and between the City of Chicago (the "City") and the Borrower (the "Agreement") and is issued in consideration of the loan made thereunder and to evidence the obligations of the Borrower set forth in Section 4.2(a) thereof. The Borrower covenants and agrees that the payments of principal hereof and premium, if any, and interest hereon will be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Center, L.P. Project), Series 1999_ in the aggregate principal amount of \$ _____ (the "Bonds"), issued pursuant to the

Trust Indenture dated as of _____, 1999 from the City to the Trustee.

Each payment of principal of, premium, if any, and interest on this Promissory Note shall at all times be sufficient to pay the total amount of principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds on the same date. The total payments to be made by the Borrower hereunder shall be sufficient to pay when due the principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund (as defined in the Agreement) on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in said Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, interest and premium, if any, on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of the preceding sentence. If on any day the Excess Amount held by the Trustee in said Bond Fund is insufficient to make the then required payments of principal of (whether at maturity or upon redemption prior to maturity or acceleration), interest and premium, if any, on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term "Excess Amount" as of any interest payment date shall mean the amount in said Bond Fund on such date in excess of the amount required for payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where interest checks have not been presented for payment and paid.

This Promissory Note is entitled to the benefit and is subject to the conditions of the Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional, without any defense or without right of set-off, counterclaim or recoupment by reason of any default by the City under the Agreement or under any other agreement between the Borrower, the City or the Trustee, or out of any indebtedness or liability at any time owing to the Borrower by the City or the Trustee, or for any other reason.

This Promissory Note is subject to mandatory prepayment as a whole, and optional prepayment as a whole or in part, as provided in Article VII of the Agreement.

In certain events, on the conditions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared due and payable before the stated maturity thereof, together with accrued interest thereon.

The obligations of the Borrower contained in this Note are limited obligations payable solely from the income and assets of the Borrower (which shall not include

any right of contribution from partners of Borrower, any unpaid capital contributions of any partner of Borrower or claims by Borrower against any partner thereof or monies therefrom distributed by Borrower to its partners) and except as otherwise expressly provided in the Agreement, no partner of the Borrower shall have personal liability for the satisfaction of any obligation of the Borrower or claim arising out of this Note against the Borrower.

Reference is hereby made to the Agreement for a complete statement of the terms and conditions under which the maturity of the principal installments of this Promissory Note may be accelerated.

In Witness Whereof, the Borrower has executed and delivered this Promissory Note as of _____, 1999.

Renaissance Center, L.P.
an Illinois limited partnership

By: Renaissance Family, L.L.C.
an Illinois limited liability
company

Its: General Partner

By: _____

Its: _____

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT
WITH 89TH & LOOMIS LIMITED PARTNERSHIP.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing to enter into and execute a loan and security agreement with 89th & Loomis Limited Partnership in an amount not to exceed \$1,837,846, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing , inter alia, the Home Investment Partnerships Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds (the "HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received an allocation from H.U.D. of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used as the local match of HOME Funds as required under the Home Program; and

WHEREAS, The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of Home Funds; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to 89th & Loomis Limited Partnership, an Illinois limited partnership (the "Borrower") of which C & F 89th & Loomis Joint Venture, an Illinois partnership (which is comprised of Thomas J. Coates and Associates, Inc., an Illinois corporation and S.B.F. Holdings, Inc., an Illinois corporation), is the sole general partner, in an amount not to exceed One Million Eight Hundred Thirty-seven Thousand Eight Hundred Forty-six Dollars (\$1,837,846) (the "Loan"), to be funded from HOME Funds, Corporate Funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The City owns or intends to acquire the parcels of property located at 8901 -- 8929 South Loomis Street, Chicago, Illinois 60620 (consisting of a portion of the parcel bearing Property Index Number 25-05-120-001; the 16 foot east/west alley lying south of and adjoining such parcel; and the parcels bearing Property Index Numbers 25-05-120-002, -003, -004, and -005) (collectively, the "Property"); and

WHEREAS, The Borrower desires to acquire the Property for the purpose of constructing the Project (as described in Exhibit A hereto) thereon; and

WHEREAS, Subject to the final acquisition of the Property by the City, the City desires to convey the Property to the Borrower to promote the construction of affordable housing; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (The "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. The City hereby approves the sale of the Property to the Borrower for the purchase price of One and no/100 Dollars (\$1.00).

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Property to the Borrower.

SECTION 5. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other

provisions of this ordinance.

SECTION 7. This ordinance shall be effective as of the date of its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Borrower: 89th & Loomis Limited Partnership, an Illinois partnership of which C & F 89th & Loomis Joint Venture, an Illinois partnership (which is comprised of Thomas J. Coates and Associates, Inc., an Illinois corporation and S.B.F. Holdings, Inc., an Illinois corporation), is the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.

Project: Acquisition of land and construction of a building thereon to be located at 8901 -- 8929 South Loomis Street, Chicago, Illinois 60620 which shall contain 59 studio, one- and two-bedroom dwelling units for low- and moderate-income families of which at least one resident member is a senior citizen and the creation of approximately 20 on-site parking spaces and certain landscaped space (the "Property").

Loan:

Source: Home Program/Corporate Funds/Program Income.

Amount: Not to exceed \$1,837,846.

Term: Not to exceed 32 years.

Interest:

Rate: 0% per annum.

Security: Non-recourse loan; second mortgage on the Property.

Additional Financing:

1. **Amount:** Not to exceed \$895,000.

- Term: Not to exceed 22 years.
- Source: Harris Trust and Savings, or another financial institution acceptable to the Commissioner.
- Interest: During the construction period, an adjustable rate equal to the prime rate of interest in effect from time to time, plus one percent per annum; thereafter, a fixed rate, not to exceed 8.25% per annum.
- Security: First Mortgage on the Property.
2. Amount: Not to exceed \$500,000.
- Term: Not to exceed 32 years.
- Source: Illinois Housing Development Authority, or another financial institution acceptable to the Commissioner.
- Interest: 1% per annum.
- Security: Third mortgage on the Property.
3. Low-Income
Housing
Tax Credit
("L.I.H.T.C.")
Proceeds: Approximately \$3,554,000.
- Source: To be derived from the syndication by the General Partner of \$463,754 L.I.H.T.C. allocation by the City.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

(Fees to purchase B-boxes and remote read-outs are not waived.)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH COUNTY OF COOK FOR DEVELOPMENT
AND OPERATION OF CHILD CARE CENTER AT
69 WEST WASHINGTON STREET.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Mayor to execute an intergovernmental agreement between the City of Chicago and the County of Cook concerning a child care center, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor of the City of Chicago is hereby authorized to execute an intergovernmental agreement in substantially the same form as Exhibit A attached hereto, subject to approval by the Corporation Counsel as to legal form.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Intergovernmental Agreement.

This Intergovernmental Agreement is entered into this ___ day of _____, 1999 by and between the County of Cook, a body corporate and politic of the State of Illinois (the "County"), and the City of Chicago, a municipal corporation (the "City").

Whereas, The County is the owner of the Cook County Administration Building, located at 69 West Washington Street, Chicago, Illinois (the "C.C.A.B."); and

Whereas, Both the County and the City employ thousands of workers in the Loop and adjacent areas each business day, many of whom have small children and are in need of reliable child care in close proximity to their place of employment; and

Whereas, The Board of Commissioners of Cook County (the "Board") by action taken on April 6, 1999, has authorized the appropriate County staff to proceed with planning for development of a child care center (the "Child Care Center") in the Cook County Administration Building to serve County employees; and

Whereas, The City of Chicago desires to cooperate with the County in the development of such Child Care Center and to provide to City employees the benefit of using such Child Care Center for child care services; and

Whereas, The actions authorized by the Board include the negotiation of an intergovernmental agreement with the City of Chicago setting forth the terms and conditions on which the County and the City of Chicago will jointly develop and operate the Child Care Center;

Now, Therefore, Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. (1996), the County and the City hereby agree as follows:

1. Agreement.

The County and the City agree that they will jointly develop, construct, operate and maintain the Child Care Center in accordance with the terms set forth in this Intergovernmental Agreement.

2. Term.

The term of this Intergovernmental Agreement shall commence on the date of full approval and execution on behalf of the County and the City, and shall expire December 31, 2009.

3. Joint Oversight Committee.

At the time this Agreement is approved by the Board and by the Chicago City Council, a joint oversight committee for the Child Care Center (the "Oversight Committee") shall be established by the President of the Board and the Mayor of the City, as follows: The President shall appoint four (4) County staff members to the Oversight Committee, one (1) of whom shall be designated by the President to be the Chair of the Oversight Committee. The Mayor shall appoint three (3) City staff members to serve on the Oversight Committee. At all times when this Intergovernmental Agreement is in effect, the County shall be entitled to four (4) representatives on the Oversight Committee one (1) of whom shall be the Chair, and the City shall be entitled to three (3) representatives on the Oversight Committee, with the President of the Board and the Mayor of the City, respectively, having the authority to appoint representatives in case of vacancy. The Chair of the Oversight Committee will report to the President and keep him advised on matters pertaining to the Child Care Center. The Oversight Committee, upon its formation, will assume responsibility for the implementation of this Agreement. Once the Child Care Center is in operation, the Oversight Committee will continue to administer policy and operating decisions with regard to the operation of the Child Care Center. If the County and City representatives on the Oversight Committee cannot reach agreement on a major policy issue regarding operation of the Child Care Center, either the County or the City may terminate this Intergovernmental Agreement by notice in writing. Any such notice shall be void if agreement on such issue is reached within (thirty) 30 days after receipt of such notice. In the event of termination of this Agreement pursuant to this Section 3, the City shall have no continuing obligation for costs accruing after the date of such termination and shall have no continuing right to space in the Child Care Center for City employees, Head Start clients or any other users utilizing the Child Care Center due to the City's involvement in this Intergovernmental Agreement. City employees and clients using the Child Care Center at the time of termination may, at the discretion of the County, be allowed to continue utilizing the Child Care Center operation, so long as funding remains in effect. The Oversight Committee shall be responsible for formulating and recommending to the President policies and strategies regarding eligibility for use of the Child Care Center by individuals other than County and City employees, including use of the Child Care Center by members of the public if deemed necessary or desirable to achieve high levels of enrollment or otherwise.

4. Retention Of An Operator.

The Oversight Committee will develop a Request for Proposals (the "Operator R.F.P.") for the retention of an operator (the "Operator") which will operate the Child Care Center on behalf of the County and the City. The Oversight Committee will evaluate proposals received pursuant to the Operator R.F.P. and make recommendations to the President for selection of the Operator. The Operator R.F.P. shall request proposals for operation of the Child Care Center, along with an option for a training program for students of early childhood education to be operated in conjunction with an institution of higher education (the "Training Program"). The proposals shall specifically identify any additional cost for operating the Training Program. The City agrees to provide funding for the Training Program such that the fees to be charged to clients of the Child Care Center shall not be affected by additional costs. Other than the cost of such Training Program, the parties anticipate that the cost of the Operator's Services will be covered by tuition and that the parties will not make additional cash contributions to support the Operator. If the County and the City representatives on the Oversight Committee do not agree on the terms of an Operator R.F.P. within sixty (60) days after the full approval and execution of this Intergovernmental Agreement, or if the County and City representatives cannot agree on an Operator within sixty (60) days after issuance of the Operator R.F.P., then the County representatives may at any time thereafter give written notice to the City setting forth the terms of an Operator R.F.P. or the County's selected Operator, as the case may be, which County staff intends to recommend to the Board. If the County does not receive a written objection from the City representatives within ten (10) business days after the date of County's notice, stating in detail the nature of the objection, then the County staff recommendation will be deemed to be approved by the City representatives. If the County receives a timely and adequately detailed written objection, the parties will attempt in good faith and in the spirit of partnership to resolve the dispute within fifteen (15) business days thereafter. If a resolution is not agreed to in writing, then the City may, by written notice given within such fifteen (15) business day period, terminate this Agreement or concur in the County's recommendation by notice in writing. If neither a notice of termination nor a concurrence is received, the City's objection shall be deemed waived. In the event of a termination of this Intergovernmental Agreement due to a failure to agree on the Operator R.F.P. or an Operator, then any sums paid by the City pursuant to this Agreement and incurred after the date of this Intergovernmental Agreement and before such date of termination pursuant to this Agreement for the construction, design and architecture of the Child Care Center shall be reimbursed to the City within sixty (60) days following the effective date of termination, provided County has received a written payment request by the City together with reasonable documentation required by the County, and subject to reasonable time for processing. The County will develop an Operating Agreement which shall set forth the terms and conditions upon which the Operator will operate the Child Care Center. The Operating Agreement shall be entered into by the County and the Operator, upon

approval by the Board of Commissioners of Cook County.

5. Design Services.

The Oversight Committee will develop a Request for Proposal ("Architect R.F.P.") for the retention of an architect ("Architect") which will design the Child Care Center on behalf of the County and the City. The issuance of the Architect R.F.P. will be through 69 West Washington Management Company, L.L.C., the manager of the CCAB ("Manager") pursuant to the management agreement between the Manager and the County ("Management Agreement"). The Oversight Committee, with the assistance of the Manager, will evaluate proposals received pursuant to the Architect R.F.P. and will make recommendations. The Architect shall be selected and employed by the County through the Manager; however, the City shall also have the right to review plans and specifications during design development. Any comments or questions by the City shall be made through County staff the City shall pay one-half ($\frac{1}{2}$) the cost of such Architect's services, as work progresses, such that each of the County and City shall pay one-half ($\frac{1}{2}$) of each progress payment. If the County and City representatives cannot agree on the terms of an Architect R.F.P. within ten (10) business days after full approval and execution of this Intergovernmental Agreement, or if the County and City representatives cannot agree on the Architect within thirty (30) days after receipt of proposals pursuant to the R.F.P., then the County representatives may at any time thereafter give written notice to the City setting forth the terms of the Architect R.F.P. or the selection of the Architect, as the case may be, which County staff intends to recommend to the Board. If the County representatives do not receive a written objection from the City representatives within ten (10) business days after the date of County's notice, stating in detail the nature of the objection, then the County staff recommendation will be deemed to be approved by the City representatives. If County representatives receive a timely and adequately detailed written objection, the Oversight Committee will attempt to resolve the dispute with fifteen (15) business days thereafter. If a resolution is not agreed to in writing, then the City may, by written notice given within such fifteen (15) business day period, terminate this Agreement or concur in the County's recommendation by notice in writing. If neither a notice of termination nor a concurrence is received within such fifteen (15) business day period, the City's objection shall be deemed waived. In the event of termination of this Intergovernmental Agreement due to a failure to agree on the terms of the Architect R.F.P. or on the Architect, then the City and the County shall have no obligations under this Agreement after the effective date of termination, other than payment or reimbursement, as the case may be, of the respective party's obligations under this Intergovernmental Agreement accruing between the effective date of this Intergovernmental Agreement and the effective date of termination.

6. Construction Of Child Care Center.

The Architect and the Manager shall prepare bid documents for purposes of selecting a contractor to construct the Child Care Center. The County and City representatives shall jointly prepare the required qualifications for a contractor to construct the Child Care Center and shall jointly compile a list of companies from which a statement of qualifications will be requested. Upon receipt and review of such qualifications, the County and City representatives will agree upon a list of no less than four (4) companies which meet the requirements of the Request for Qualifications. Bids shall be solicited from such qualified companies. The lowest responsive bid by a responsible bidder shall be accepted. The contractor will be employed by the County through the Manager. The City hereby agrees to pay one-half ($\frac{1}{2}$) of all costs of such construction, including the Construction Management fee payable to the Manager pursuant to the Management Agreement, currently one and seventy-five hundredths (1.75%). Funds shall be made available for progress payments as work proceeds, such that each of the County and City shall pay one-half ($\frac{1}{2}$) of each progress payment.

7. Sharing Of Costs.

In addition to sharing in the cost of design services for and construction of the Child Care Center pursuant to Sections 5 and 6, and in addition to the City's funding of the Training Program, the County and City agree to share in the costs as set forth in this Section 7.

(a) Facility Operating Costs. The County and the City hereby agree to pay one-half ($\frac{1}{2}$) the cost of utilities, building services, management and all other facility-related expenses of the Child Care Center (excluding expenses to be paid by the Operator). The City shall pay its share of such costs to the Manager, or as otherwise directed by the County on a monthly basis, based on reasonable estimates. Such payments shall be adjusted as necessary on submittal of invoice. The City and the County will each pay one-half ($\frac{1}{2}$) of the cost of repairs, replacements, equipment, furnishings and similar costs incurred in the operation of the Child Care Center, excluding costs of the respective City and County selection process, and excluding costs paid by the Operator.

(b) City's In-Kind Contribution. The City of Chicago Department of Human Services, Children's Services Division (the "Department") shall monitor the operations of the Operator and the operation of the Child Care Center. The Department shall: prepare and present quarterly reports to the Oversight Committee; assist in the annual preparation of a line item budget and interim revisions thereof; monitor for licensing and program plan noncompliance; provide technical assistance to address noncompliance and program plan development and

implementation; assist in recruitment activities related to Head Start and subsidized child care slots; provide and coordinate staff training activities; assist in the development and maintenance of a resource and referral system for parents; assist programs in becoming accredited (including related costs) through the Chicago Accreditation Project; if the Child Care Center becomes an early childhood education training program, provide technical support and monitoring of such program. The Department will report to the Oversight Committee on a quarterly basis, or more frequently as requested by the Oversight Committee.

(c) County's In-Kind Contribution. The County shall make available certain premises in the C.C.A.B., consisting of a portion of the ground floor and second (2nd) floor of the so-called "annex" building known as 30 North Dearborn Street, and a portion of the plaza west of the C.C.A.B. for outdoor facilities, for the Child Care Center, without the imposition of rent.

8. Use Of Center.

The County and the City shall each be entitled to utilize up to one-half (½) of the remaining openings for child care in the Child Care Center, after providing spaces for Head Start clients as described below. The parties agree to allocate spaces to provide care for children of low-income clients funded through "Head Start" or other social programs, for which funding for tuition will come from or through the City. The actual number of such spaces shall be determined by the Oversight Committee in conjunction with the Operator selection process. Currently it is anticipated that twelve (12) or fewer of such spaces will be provided; however, the Oversight Committee shall have authority to increase such number if funding is available which will not increase the cost to other clients, and if such action is desirable. Dispute as to the number of such spaces shall constitute a "major policy issue" pursuant to Section 3 of this Intergovernmental Agreement. Other than such Head Start clients, the City shall not allow use of the child care services by any clients other than City employees without written consent of the County, obtained in advance.

9. Intentionally Omitted.

10. Selection Process For Employee Slots.

The City and County shall each develop and be responsible for its own selection process for the filling of available child care slots by City and County employees. The City and County may each develop and use separate selection criteria for the slots designated to each pursuant to this Agreement. The selection process and criteria shall not be subject to decision or action by the Oversight Committee, though joint

discussion of such issues is anticipated. Joint approval is not necessary for any City or County employee-applicant to receive a slot in the Child Care Center. Selected employees must complete all necessary applications, documentation and other requirements of the Operator.

11. Third Parties.

This Agreement is for the benefit only of the City and County, and does not confer any benefit or right on any third party affected by this Agreement.

12. Termination.

Unless pursuant to the specific termination provisions of paragraph 3, 4 or 5 of this Agreement, and other than in the case of default of a party, this Intergovernmental Agreement is subject to cancellation only by mutual written agreement between the City and County. In the event of any termination of this Intergovernmental Agreement, the City acknowledges that the County may proceed to develop and operate the Child Care Center without City participation and the City shall not be entitled to any child care services provided by such Child Care Center.

13. Goals.

The goals of this joint child care project include the following: to provide an employee benefit to assist the County and the City in recruiting and retaining qualified, dedicated employees; to enhance the ability of employees to perform their duties free of concerns regarding child care; to provide high quality and affordable child care and child development services; to provide for parental involvement in the care of children during the day; to offer and provide parenting advice and education to maximize the family relationships of County and City employees; to provide a benefit to low-income families with parents who are working or seeking to move into the work force; and to provide a model for excellence in early childhood development and education which, to the extent consistent with affordability and other goals, provides training opportunities for future child care workers.

14. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one (1) Agreement.

15. Notices.

Notices given pursuant to this Intergovernmental Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given when personally delivered or two (2) days after deposit in the United States Mail, certified or registered, return receipt requested.

To The County: John H. Stroger, Jr., President
Board of Commissioners
County of Cook
Room 537
118 North Clark Street,
Chicago, Illinois 60602

With A Copy To: Anna B. Ashcraft, Special Assistant
to the President
Suite 3000
69 West Washington Street
Chicago, Illinois 60602

To The City: Richard M. Daley, Mayor
City of Chicago
Room 509
121 North LaSalle Street
Chicago, Illinois 60602

With A Copy To: Office of the Corporation Counsel
Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602

In Witness Whereof, The parties have executed and delivered this Agreement at Chicago, Illinois as of the date first above written.

Cook County, a body corporate and politic

By: _____
John H. Stroger, Jr.,
President

John Chambers,
Comptroller

Approved As To Legal Form:

(Signed) Signature Illegible
Assistant State's Attorney

Attest:

County Clerk

City of Chicago, a municipal corporation

By : _____
Richard M. Daley,
Mayor

Approved As To Legal Form:

Corporation Counsel

Attest:

City Clerk

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO
AND EXECUTE SETTLEMENT AGREEMENT REGARDING
CASE OF DAVID SCHUELER V. DAVID POND AND
DAVID POND V. CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order in the following case: *David Schueler v. David Pond and David Pond v. City of Chicago*, Number 93 L 9283 in the amount of \$550,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *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.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *David Schueler v. David*

Pond and David Pond v. City of Chicago, Number 93 L 9283 in the amount of \$550,000.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE SETTLEMENT AGREEMENT
REGARDING CASE OF JUAQUINA MURCIO,
ET AL V. CITY OF CHICAGO, ET AL.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order in the following case: *Juaquina Murcio, et al. v. City of Chicago, et al.*, Number 97 C 3339 in the amount of \$160,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *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.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Juquina Murcio, et al. v. City of Chicago, et al.*, Number 97 C 3339 in the amount of \$160,000.

AUTHORIZATION FOR EXPANSION OF BOUNDARIES
FOR ENTERPRISE ZONE 1.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the expansion of the boundaries of Enterprise Zone 1, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 23, 1982, passed an ordinance establishing Proposed Enterprise Zone 1 appearing in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") on pages 14288 to 14291; and amended and appearing in the March 18, 1987 Journal on pages 40461 to 40464; and amended and appearing in the September 14, 1988 Journal on pages 17233 to 17236; and amended and appearing in the August 4, 1993 Journal on pages 36244 to 36248; and amended and appearing in the January 10, 1996 Journal on pages 14448 to 14453; and amended and appearing in the October 1, 1997 Journal on pages 52808 to 52812; and amended and appearing in the December 10, 1997 Journal on pages 58159 to 58165; (collectively, hereinafter referred to as the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq. ("Illinois Enterprise Zone Act") to amend or modify the boundaries of enterprise zones subject to the approval of the State of Illinois (the "State") through its Department of Commerce and Community Affairs ("D.C.C.A."); and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone 1 will increase the development and rehabilitation of a depressed area on the southwest side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone 1 as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago (the "Chicago Enterprise Zone Ordinance"); now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by deleting the bracketed language as follows:

"The following area, hereafter referred to a 'Zone 1' is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 1:

starting at the Corporate Limits and the Eisenhower Expressway; then running east on the Eisenhower Expressway to Damen Avenue; then running south on Damen Avenue to [16th Street; then running east on 16th to Ashland Avenue; then running north on Ashland Avenue to] Roosevelt Road; then running east on Roosevelt Road to Racine Avenue; then running south on Racine Avenue to Maxwell Street; then running east on Maxwell Street to Halsted Street; then running south on Halsted Street to 16th Street; then running east on 16th Street to Jefferson Street; then running north on Jefferson Street extended to Maxwell Street; then east on Maxwell Street to Clinton Street; then south on Clinton Street extended to 16th Street; then east on 16th Street to the south branch of the Chicago River; then running southwest along the river to 18th Street; then east on 18th Street to Wentworth Avenue extended; then south on Wentworth Avenue extended to Archer Avenue; then southwest on Archer Avenue to Cermak Road; then west on Cermak Road to the centerline of the south branch of the Chicago River; thence southwesterly along said centerline to its intersection with the east line of South Ashland Avenue; thence south along the east line of South Ashland Avenue to the intersection with the northerly line of the Illinois Central Gulf Railroad right-of-way; thence southwesterly and westerly along said northerly right-of-way to the intersection with the centerline

of the Santa Fe slip extended southerly to said north right-of-way line; thence northerly along said extended centerline of the Santa Fe slip to the intersection with the centerline of the west fork of the south branch of the Chicago River; thence southwesterly along the centerline of said river to Western Avenue; thence south along the east line of South Webster Avenue to the southerly right-of-way of the Illinois and Michigan Canal, said right-of-way line also being the southerly line of the Adlai E. Stevenson Expressway; thence northeasterly along said right-of-way 603.35 feet, more or less; thence southeasterly 20 feet; thence northeasterly parallel with the southerly right-of-way line aforesaid 160 feet; thence southeasterly 20 feet; thence northeasterly parallel with the southerly right-of-way line aforesaid 99.5 feet; thence continuing northeasterly along the arc of a circle having a radius of 408.02 feet and convex southerly a distance of 25.52 feet; thence southeasterly 160.80 feet to the northerly line of West Bross Avenue; thence southwesterly along the northerly line of said West Bross Avenue to its intersection with the northwesterly extension of the westerly line of South Oakley Avenue; thence southeasterly along said northwesterly extension of the westerly line of South Oakley Avenue 230 feet, more or less, to the northerly line of the northeasterly/southwesterly 20 foot public alley southerly of West Bross Avenue; thence southwesterly along the northerly line of said alley 125 feet; thence northwesterly parallel with the westerly line of South Oakley Avenue aforesaid 100 feet; thence southwesterly along a line 50 feet southeasterly of and parallel with the southerly line of West Bross Avenue 130.5 feet to the easterly line of South Claremont Avenue; thence northwesterly along the northerly extension of the easterly line of South Claremont Avenue to the northerly line of said West Bross Avenue to South Western Avenue; then running south on Western Avenue to 35th Street; then running west on 35th Street to California Avenue; then running north on California Avenue to the south branch of the Chicago River; then running southwest along the river to Kedzie Avenue; then running north on Kedzie Avenue to Cermak Road; then running west on Cermak Road to the Burlington railroad tracks; then running southwest along the Burlington railroad tracks to the Corporate Limits; then running north along Corporate Limits to Roosevelt Road; then running west on Roosevelt Road to the Corporate Limits; then running north along Corporate Limits to the Eisenhower Expressway to the point of beginning. The aforementioned area shall exclude Douglas Park. (See Attachment A)."

SECTION 2. That Section 2 of the Designating Ordinance is hereby further amended by deleting the language in brackets and inserting the language in italics as follows:

"That Zone 1 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1. it is a contiguous area entirely within the City of Chicago;
2. it comprises [10.29] 10.55 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
3. it is a depressed area as shown by census tract data, and other data; and
4. it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs."

SECTION 3. That Attachment A of the Designating Ordinance is hereby deleted and replaced with a new Attachment A as attached to this ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone 1 provided herein shall not be effective unless the State approves such modification, and unless and until such approval is given none of the tax and regulatory incentives provided in the Illinois Enterprise Zone Act shall apply to this expanded area.

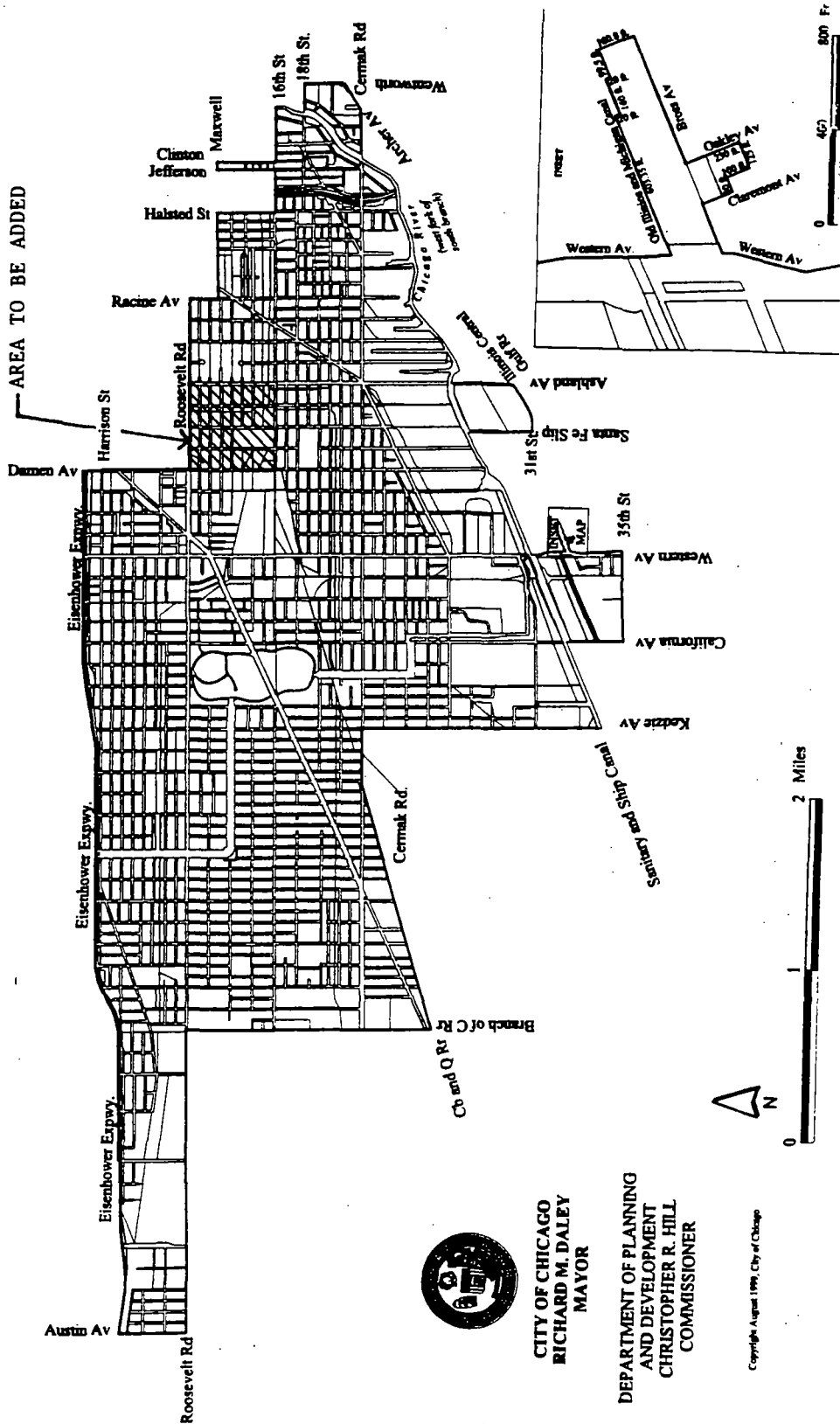
SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Commissioner of the Department of Planning and Development (the "Commissioner"), as Zone Administrator for the City of Chicago, or a designee of the Commissioner, is hereby directed to make a formal written application to D.C.C.A. and to supply other information as needed to have this amendment to Enterprise Zone 1 approved and certified by the State.

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

[Attachment "A" referred to in this ordinance
printed on page 13228 of this Journal.]

Attachment "A".



CITY OF CHICAGO
 RICHARD M. DALEY
 MAYOR

DEPARTMENT OF PLANNING
 AND DEVELOPMENT
 CHRISTOPHER R. HILL
 COMMISSIONER

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AUTHORIZATION FOR APPROVAL OF TAX INCREMENT
REDEVELOPMENT PLAN FOR LINCOLN AVENUE
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance approving a tax increment redevelopment plan for Lincoln Avenue Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1996 State Bar Edition), as amended (the "Act"), for a proposed redevelopment area to be known as the Lincoln Avenue Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-71.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council") (with the Mayor and the City Council being collectively defined herein as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on September 14, 1999; and

WHEREAS, The Plan (including the related eligibility study attached thereto as an exhibit) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act prior to the adoption by the Commission of Resolution 99-CDC-150 on July 27, 1999 fixing the time and place for the Hearing, at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on July 27, 1999, by publication in the *Chicago Sun-Times* on August 20, 1999 and August 24, 1999 and by certified mail to taxpayers within the Area on August 26, 1999; and

WHEREAS, A meeting of the joint review board (the "Board") established pursuant to Section 5/11-74.4-5(b) of the Act was convened upon the provision of due notice on July 30, 1999 at 10:00 A.M., concerning the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 99-CDC-171 attached hereto as Exhibit B, adopted on September 14, 1999, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, After the filing of the Plan and prior to the Hearing, certain minor changes were made to the Plan (which changes are reflected in the Plan attached hereto as Exhibit A); and

WHEREAS, After the Hearing, certain additional minor changes were made to the Plan (which changes are reflected in the Plan attached hereto as Exhibit A); and

WHEREAS, Pursuant to Section 5/11-74.4-5 (a) of the Act, notice of the changes noted in the two (2) preceding clauses was given by mail to each affected taxing district within the Area and by the publication in the *Chicago Sun-Times* or the *Chicago Tribune* not less than ten (10) days prior to the adoption of this ordinance; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility study attached thereto as an exhibit), testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporation Authorities hereby made the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the city as a whole;
or

(ii) the Plan either (a) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission, or (b) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years.

SECTION 4. Approval Of The Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers Of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Council is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Council is unable to acquire any of said parcels through negotiation, the Corporation Council is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity Of Any Section. If any provisions of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed
on page 13311 of this Journal.]

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

*Lincoln Avenue Tax Increment Finance Area
Redevelopment Plan And Project.*

Louik/Schneider and Associates, Inc. has been retained by the City of Chicago (the "City") to conduct an independent initial study and survey of the proposed redevelopment area known as the Lincoln Avenue Redevelopment Project Area in Chicago, Illinois (hereafter referred to as the "Redevelopment Project Area"). The purpose of this study is to determine whether the 50 blocks of the Redevelopment Project Area qualify for designation as a "Conservation Area" for the purpose of establishing a tax increment financing district, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "Act").

The Redevelopment Project Area is located on the north side of the City, approximately seven miles north of the central business district and is comprised of approximately 181 acres and includes 50 (full and partial) blocks. The boundaries of the Redevelopment Project Area are Devon Avenue on the north, Foster Avenue on the south, the alley east of Lincoln Avenue, Kedzie and California Avenues on the east, and the alley west of Lincoln Avenue on the west. The boundaries are shown on Redevelopment Plan Map 1, Boundary Map.

Numerous deteriorated and obsolete commercial buildings and a general lack of maintenance of properties characterize the Redevelopment Project Area. Much of the Redevelopment Project Area consists of:

- deteriorated buildings and site improvements;
- obsolescence;
- excessive land coverage; and
- other blighting characteristics.

The purpose of the Lincoln Avenue Redevelopment Project Area is to establish a mechanism to allow for the planning, financing, and implementation of development of institutional (e.g. police department, fire department and library), commercial, and residential uses, rehabilitation of commercial uses, and public improvements including open space and streetscaping beautification projects.

This Plan summarizes the analyses and findings of the consultants' work, which, unless otherwise noted, is the responsibility of Louik/Schneider & Associates, Inc., The Lambert Group, and Macondo Corp., American Surveying Consultants, P.C. and First American Lenders Advantage. The City is entitled to rely on the findings and conclusions of this Plan in designating the Redevelopment Project Area as a redevelopment project area under the "Act". Louik/Schneider & Associates, Inc. has prepared this Plan and the related eligibility study with the understanding that the City would rely: 1) on the findings and conclusions of the Plan and the related eligibility study in proceeding with the designation of the Redevelopment Project Area and the adoption and implementation of the Plan, and 2) on the fact that Louik/Schneider & Associates, Inc. has obtained the necessary information so that the Plan and the related eligibility study will comply with the Act.

TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

An analysis of conditions within this area indicates that it is appropriate for designation as a Redevelopment Project Area under the Act. The Redevelopment Project Area is characterized by conditions which warrant its designation as a "Conservation Area" within the definitions set forth in the Act.

The Act provides a means for municipalities, after the approval of a "Redevelopment Plan and Project," to redevelop blighted and conservation areas by pledging the increase in tax revenues generated by public and private redevelopment. This increase in tax revenues is used to pay for upfront costs that are required to stimulate private investment in new development or rehabilitation or to reimburse private developers for eligible costs incurred in connection with any redevelopment or rehabilitation. Municipalities may issue obligations to be repaid from the stream of real property tax increment revenues that are generated within the tax increment financing district.

The property tax increment revenue is calculated by determining the difference between the initial equalized assessed value ("EAV") or the Certified Base EAV for all taxable real estate located within the Redevelopment Project Area and the current year EAV. The EAV is the assessed value of the property multiplied by the state multiplier. Any increase in EAV is then multiplied by the current tax rate, which determines the incremental real property tax.

This Plan has been formulated in accordance with the provisions of the Act. The purpose of the Plan is to provide a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of redevelopment, the Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project."

This Plan also specifically describes the Redevelopment Project Area which meets the eligibility requirements of the Act (see Exhibit 5 – Lincoln Avenue Tax Increment Finance Program - Eligibility Study, July 1999). After approval of the Plan, the City Council may then formally designate the Redevelopment Project Area.

The purpose of this Plan is to ensure that new private investment occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land use, vehicular access, parking, service and urban design systems will meet modern-day principles and standards to the best ability of existing buildings;
2. On a reasonable, comprehensive and integrated basis to ensure that Conservation Area factors are eliminated; and
3. Within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government.

Regardless of when the Plan is adopted, it will include land uses that have already been approved by the Chicago Plan Commission.

The adoption of the Plan will make possible the implementation of a logical program to stimulate redevelopment in the Redevelopment Project Area, an area that cannot reasonably be anticipated to be developed without the adoption of this Plan. Public investments will create the appropriate environment to attract the level of private investment required for redeveloping the Redevelopment Project Area.

Successful implementation of the Redevelopment Project requires that the City take advantage of the real estate tax increment revenues attributed to the Redevelopment Project Area as provided in accordance with the Act.

II. REDEVELOPMENT PROJECT AREA DESCRIPTION

The Redevelopment Project Area is located on the north side of the City, approximately seven miles north of the central business district. The Redevelopment Project Area comprises approximately 181 acres and includes 50 (full and partial) blocks. The Redevelopment Project Area is located along Lincoln Avenue, generally bounded by Foster Avenue on the south and Devon Avenue on the north. The boundaries and individual Permanent Index Numbers ("PIN") are identified in - Map 1, Boundary Map and PIN Map 1A, 1B, and 1C. The existing land uses are identified on Redevelopment Plan - Map 2. The Redevelopment Project Area includes only those contiguous parcels of real property that are expected to be substantially benefited by the Plan.

A. EXISTING CONDITIONS

The Redevelopment Project Area is well suited to commercial and mixed-use development and its close proximity to good local and regional transportation networks makes the area accessible to shoppers and residents. Until the early 1960s, Lincoln Avenue and its intersecting east/west arterial streets were important transit corridors. Prior to the construction of the Kennedy Expressway (Interstate 90), and the Edens Expressway (Interstate 94), Lincoln Avenue (US Route 1) served as an important segment in the major north side route connecting Chicago to northern Illinois communities and to Wisconsin and beyond. Foster Avenue (US Route 12) and Peterson Avenue (US Route 14) were major access routes from Chicago to the northwest section of Illinois and states beyond.

The Redevelopment Project Area is also well served by public transportation, making the site easily accessible to the local work force. The Chicago Transit Authority ("CTA") bus lines that directly service the Redevelopment Project Area are the #210 Lincoln, #84 Peterson, #82 Kimball, #93 California, #49B Western, #92 Foster, #155 Devon and the #11 Lincoln with service to and from the Loop business district. The CTA Red Line (Howard-Dan Ryan) runs parallel to the Redevelopment Project Area on the eastern side while the Brown Line (Ravenswood) runs just south of the Redevelopment Project Area between Western and Kimball Avenues.

The commercial corridor along Lincoln Avenue, in addition to the Lincoln Village Shopping Center in the Redevelopment Project Area, cannot only be viewed as a business district serving the local community but rather as a commercial strip serving the City's northside and nearby suburban communities. The buildings and retail businesses in the Redevelopment Project Area have experienced changes similar to most older communities in the City. In many cases, original tenants in the storefront locations have moved to larger quarters in shopping centers or free standing facilities. Many older family-operated businesses serving the community have either closed or relocated. The following conditions also exist: vacancies have increased, land and buildings are underutilized, increased competition from shopping centers with modern facilities and ample parking, and a general deterioration of the retail stores. The numerous businesses in the Redevelopment Project Area, excluding those in the shopping center include the following: clothing/department stores, automotive supplies, electronics, music, travel agencies, beauty shops, motels, realtors, law offices, cleaners, and insurance brokers. The Redevelopment Project Area also includes a variety of restaurants, medical facilities, gas stations and motels.

The Lincoln Village Shopping Center and adjacent retail businesses were built over an extended period of time creating a center that has traffic congestion and insufficient parking. Originally, the Lincoln Village Shopping Center was designed to meet the needs of the local area and would contain a grocery store, a general department store along with other ancillary shops. Currently, this Center not only serves the nearby residents but is rather a strip center serving a generally larger area occupying a major retail clothing store, a movie theatre, anchored by a car wash, an office supply store, a salon, restaurants and small retail stores. In addition, the environment of some businesses along Lincoln Avenue, especially the motels, is characterized by transient, 24-hour traffic along alleys abutting residential uses, inefficient ingress and egress, and lack of upkeep. This environment discourages investment in nearby areas within the Redevelopment Project Area.

B AREA HISTORY

The Redevelopment Project Area is located in three community areas of the City: Lincoln Square, West Ridge and North Park.

LINCOLN SQUARE1

Lincoln Square was originally settled as a German neighborhood. The area's population has been growing modestly and included 45,951 persons as of 1995. The portion of the Redevelopment Project Area that is located in the Lincoln Square community is bounded by Bryn Mawr Avenue on the north, Foster Avenue on the south, the Northshore Channel of the Chicago River on the west, and Western Avenue on the east.

Today, Lincoln Square is a stable residential community despite some problems with areas of unattractive commercial/retail development. Per the 1990 census tract data, the average median home value in the area was \$135,849, or approximately 75% higher than the City's median home value (\$77,600). The housing stock is slightly younger than that of the City overall. The median household income is approximately the same as the City overall (\$26, 343).

WEST RIDGE¹

West Ridge is a primarily residential community sometimes called North Town or West Rogers Park. The portion of the Redevelopment Project Area that is located in the West Ridge

¹ Local Community Fact Book Chicago Metropolitan Area 1990

community is bounded by Devon Avenue on the north, Bryn Mawr Avenue on the south, the Northshore Channel of the Chicago River on the west, and Western Avenue on the east. Bordered on two sides by suburbs, it consists mostly of single-family homes, two-flats and large apartment buildings. Many of the structures date from the end of World War II through 1960.

NORTH PARK¹

Settlement of the North Park community began in the 1850s, when the area was part of the newly-organized Jefferson Township. A village was laid out in 1855, and about 50 frame houses were erected by farmers intent on growing cucumbers, onions and cabbages along the south bank of the Chicago River. The portion of the Redevelopment Project Area that is located in North Park is bounded by Devon Avenue on the north, Peterson Avenue on the south, Central Park Avenue on the west, and the Northshore Channel of the Chicago River on the east.

North Park became part of the City of Chicago in 1889, when Jefferson Township was annexed by election. It was mostly prairie and woodland. The name, North Park, was given to the area because of its location in northern Chicago and the abundance of wooded territory.

Today, the North Park community is predominately a residential area consisting of single-family homes with commercial shopping districts along the major arterials. North Park College and Northeastern Illinois University are located within the North Park Community. Many of the school's staff and students live in the area, which make it a stable community with a low turnover of homes.

C. LEGAL DESCRIPTION

The legal description of the Redevelopment Project Area was prepared by American Surveying Consultants, P.C. and is attached to this Plan as Exhibit 1 - Legal Description.

D. ZONING CHARACTERISTICS

The Redevelopment Project Area is primarily zoned business, some residential, and one parcel zoned manufacturing. Permitted zoning uses for the Redevelopment Project Area include business districts zoned B1-1, B2-1, B3-2, B4-2, B5-1, B5-2, restricted manufacturing zoned M1-1 and residential districts zoned R3, R4 and RPD No. 628.

There are six business zoned areas along Lincoln Avenue in the Redevelopment Project Area. Properties along Lincoln Avenue, from Foster Avenue to Devon Avenue, are zoned for business uses containing B1-1, B2-1, B3-2, B4-2, B5-1, and B5-2 zoning. The restricted manufacturing zone M1-1 is located in the Lincoln Village Shopping Center on McCormick Boulevard between Devon and Lincoln Avenues. The area zoned R3 is Mather High School and Park which is

¹ Local Community Fact Book Chicago Metropolitan Area 1990

located at Lincoln and Francisco Avenues. The residential zone R4 is located between Foster and Berwyn Avenues, east of Lincoln Avenue. The Redevelopment Project Area also includes a Residential Planned Development (No. 628) on the corner of Lincoln and Maplewood Avenues.

III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

Comprehensive goals and objectives are included in this Plan to guide the decisions and activities that will be undertaken to facilitate the redevelopment of the Redevelopment Project Area. The revitalization of the Redevelopment Project Area will be achieved through rehabilitation of the existing commercial structures, new development where appropriate, and implementation of new public facilities and public improvements. Many of these goals can be achieved through the effective use of local, state and federal mechanisms.

The goals and objectives generally reflect existing City policies affecting all or portions of the Redevelopment Project Area as identified below:

A. GENERAL GOALS AND REDEVELOPMENT OBJECTIVES

In order to facilitate new private investment in the Redevelopment Project Area in a planned manner, the establishment of goals and objectives is necessary. The following goals listed below are meant to guide the development and/or the review of all future projects that will be undertaken in the Redevelopment Project Area. To achieve the general goals of this Plan, redevelopment objectives have been established and are listed below.

GENERAL GOALS

The following goals are meant to guide the development and/or the review of all future projects that will be undertaken in the Redevelopment Project Area. These goals are to:

- Promote a new vision for the Redevelopment Project Area that incorporates uses that are more compatible with and better serve the private and public needs of the surrounding community.
- Strengthen the economic well-being of the Redevelopment Project Area, the surrounding areas and the City by implementing commercial (office/retail), residential, institutional (e.g. public facilities), and open space revitalization projects.
- Create a suitable environment for new commercial (office/retail), and residential development that may bring new dollars into the community from surrounding locations.

REDEVELOPMENT OBJECTIVES

To achieve the general goals of this Plan, the following redevelopment objectives have been established:

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a Conservation Area.
- Encourage private investment in new commercial (office/retail) and residential development where appropriate.
- Provide needed incentives to encourage a broad range of improvements for both new development and the rehabilitation of existing buildings.
- Provide public and private infrastructure and streetscape improvements and other relevant and available assistance necessary to promote commercial (office/retail), residential, and open space development in the Redevelopment Project Area.
- Provide sites for institutional public facilities needed to serve the area residents and the surrounding communities.
- Use City and private programs to market the Redevelopment Project Area to appropriate businesses or developers.

- Encourage the participation of minorities and women in the redevelopment of the Redevelopment Project Area.

B. DESIGN OBJECTIVES

Although overall goals and redevelopment objectives are important in the redevelopment process, the inclusion of design guidelines is necessary to ensure that redevelopment activities result in an attractive and functional environment. The following design objectives give a generalized approach to specific redevelopment projects:

- Encourage coordinated development of parcels and structures in order to achieve attractive building design and unified on and off-street parking.
- Allow cul-de-sacs on streets abutting Lincoln Avenue in order to increase the amount of land available for private investment and redevelopment.
- Achieve development which is integrated both functionally and aesthetically with adjacent and nearby existing development.
- Ensure safe and functional circulation patterns for pedestrians and vehicles.
- Encourage high standards of building and streetscape design to ensure the high quality appearance of buildings, rights-of-way and open spaces.
- Ensure public way improvements which encourage neighborhood usage of commercial and retail establishments, the enhancement of transit facilities, and a pedestrian environment.
- Encourage high standards of building rehabilitation, including facade restoration, storefront merchandising, provision of awnings and entryways, and streetscape design to ensure the high quality appearance of buildings, rights-of-way and open spaces.
- Encourage development which compliments existing street patterns, setbacks, heights, and architectural styles.
- Encourage a variety of streetscape amenities, which include such items as sidewalk/street planters, flower boxes, plazas, a variety of tree species and wrought-iron fences where appropriate.
- Encourage public improvements and development that orient the streetscape and redeveloped properties to the pedestrians.
- Ensure that environmental assessment surveys and environmental remediation activities (e.g. asbestos and lead-based paint abatement), if warranted, are performed on sites where demolition, rehabilitation, and/or new development is to take place.

IV. CONSERVATION AREA CONDITIONS EXISTING IN THE REDEVELOPMENT PROJECT AREA

The Act authorizes Illinois municipalities to redevelop locally designated deteriorated areas through tax increment financing. In order for an area to qualify as a tax increment financing district, it must first be designated as a Blighted Area, a Conservation Area (or a combination of the two), or an Industrial Park Conservation Area.

As set forth in the Act, a "Conservation Area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures are 35 years of age or older and the area exhibits the presence of three (3) or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; or lack of community planning. A Conservation Area is not yet blighted, but because of age and the combination of three or more of the above-stated factors, is detrimental to public safety, health, morals, or welfare and may become a blighted area. All factors must indicate that the area on the whole has not been subject to growth and development through investments by private enterprise, and will not be developed without action by the City.

Based upon surveys, site inspections, research and analysis by Louik/Schneider & Associates, Inc., The Lambert Group and Macondo Corp., the Redevelopment Project Area qualifies as a Conservation Area as defined by the Act. A separate report, entitled "City of Chicago Lincoln Avenue Tax Increment Finance Program Eligibility Study" dated July 1999 (the "Eligibility Study"), is attached as Exhibit 5 to this Plan and describes in detail the surveys and analyses undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a Conservation Area.

The Redevelopment Project Area is characterized by the presence of nine Conservation Area eligibility factors in addition to age as listed in the Act. Summarized below are the findings of the Eligibility Report.

A. SUMMARY OF ELIGIBILITY FACTORS

The Redevelopment Project Area (also referred to as the "Study Area" in the Eligibility Study) consists of 50 (full and partial) blocks and 423 parcels. There are 214 buildings in the Redevelopment Project Area.

Throughout the Redevelopment Project Area, nine of the 14 Conservation Area eligibility criteria are present, six to a major extent and three to a minor extent. The nine Conservation Area eligibility factors that have been identified in the Redevelopment Project Area are as follows:

Major extent

1. Obsolescence
2. Deterioration
3. Excessive land coverage
4. Deleterious land use or layout
5. Depreciation of physical maintenance
6. Lack of community planning

Minor extent

1. Dilapidation
2. Structures below minimum code
3. Excessive vacancies

The eligibility findings are as follows:

AGE

Age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures that are at least 35 years old. In the Redevelopment Project Area, age is *present to a major extent*, being found in 164 of the 214 (76.6%) buildings and in all of the 50 blocks.

MAJOR EXTENT

1. OBSOLESCENCE

Obsolescence, both functional and economic, includes vacant and dilapidated structures that are difficult to reuse by today's standards. In the Redevelopment Project Area, obsolescence is *present to a major extent*, being found in 194 of the 214 (90.7%) buildings, in 396 (93.6%) of the 423 parcels and in 49 of the 50 blocks.

2. DETERIORATION

Deterioration is present in structures with physical deficiencies or site improvements requiring major treatment or repair. Deterioration is *present to a major extent* in the Redevelopment Project Area being found in 191 of the 214 (89.3%) buildings, in 372 of the 423 (88%) parcels and in all of the 50 blocks.

3. EXCESSIVE LAND COVERAGE

Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. In the Redevelopment Project Area, excessive land coverage is *present to a major extent*, being found in 185 of the 214 (86.5%) buildings and in 368 of the 423 (87%) parcels and in 48 of the 50 blocks.

4. DELETERIOUS LAND USE OR LAYOUT

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses which may be considered noxious, offensive or environmentally unsuitable. In the Redevelopment Project Area, deleterious land use or layout is *present to a major extent*, being found in 367 of the 423 (87%) parcels and in 49 of the 50 blocks.

5. DEPRECIATION OF PHYSICAL MAINTENANCE

Depreciation of physical maintenance refers to the effects of deferred maintenance and the lack of maintenance of buildings, parking areas and public improvements, including alleys, walks, streets and utility structures. In the Redevelopment Project Area, depreciation of physical maintenance is *present to a major extent*, being found in 195 of the 214 (91.1%) buildings, in 393 of the 423 (93%) parcels, and in all of the 50 blocks.

6. LACK OF COMMUNITY PLANNING

Lack of community planning is *present to a major extent*, being found in all of the 50 blocks in the Redevelopment Project Area. There are currently no plans available that specifically address the Redevelopment Project Area.

Minor Extent

1. DILAPIDATION

Dilapidation refers to an advanced state of disrepair of buildings and improvements. In the Redevelopment Project Area, dilapidation is *present to a minor extent*, being found in 33 of the 214 (15.4%) buildings and in 18 of the 50 blocks.

2. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS

Structures below minimum code standards are *present to a minor extent*, being found in 115 of the 214 (53.7%) buildings in the Redevelopment Project Area from January 1994 to April 1999. During the time from April 1998 to April 1999, 11 of the buildings in the Redevelopment Project Area had building code violations.

3. EXCESSIVE VACANCIES

Excessive vacancy refers to buildings or sites of which a large portion are unoccupied or underutilized and which exert an adverse influence on the area because of the frequency, duration or extent of vacancy. In the Redevelopment Project Area, excessive vacancies are *present to a minor extent*, being found in 33 of the 214 (15.4%) buildings and 22 of the 50 blocks.

B. ELIGIBILITY FINDINGS CONCLUSION

The conclusion of the consultant team is that the number, degree, and distribution of Conservation Area eligibility factors as documented in this report warrant the designation of the Redevelopment Project Area as a Conservation Area as set forth in the Act. Specifically:

- The buildings in the Redevelopment Project Area meet the statutory criteria for age; 164 (76.7%) of the 214 buildings in the Redevelopment Project Area are at least 35 years old.
- Of the 14 eligibility factors for a Conservation Area set forth in the Act in addition to age, six are present to a major extent and three are present to a minor extent. In addition to age, only three are necessary for designation as a Conservation Area.
- The Conservation Area eligibility factors which are present are reasonably distributed throughout the Redevelopment Project Area.
- The Redevelopment Project Area is not yet a blighted area, but because of the factors described in this report, the Redevelopment Project Area may become a blighted area.

Additional research indicates that the Redevelopment Project Area on the whole (i) has not been subject to growth and development through investment by private enterprise and (ii) would not reasonably be anticipated to be developed without the adoption of the Plan. Specifically:

- Exhibit 2 - Building Permit Requests contains a summary of the building permit requests for new construction and major renovation representing new investment. From April 1994 to April 1999, permits for new construction or major renovation were issued for 24 of the 214 (11.2%) buildings totaling \$10,526,844, along with six demolition permits. Of the \$10,526,844, \$7,000,000 (66.5%) represents one permit for the new Retirement Center on Maplewood and Lincoln Avenues.
- The EAV for all property in the City increased from \$28,661,954,119 in 1993 to \$35,893,677,135 in 1997, a total of 25.23% or an average of 6.31% per year. Over the last four years, from 1993 to 1997, the Redevelopment Project Area has experienced an overall EAV increase of 17.61% from \$54,916,117 in 1993 to \$64,586,697 in 1997, an average increase of 4.40% per year. The Redevelopment Project Area is increasing at a 1.91% lower rate than the City's average.

The analysis above is based upon data assembled by Louik/Schneider & Associates, Inc., The Lambert Group, and Macondo Corp. Based upon the findings of the Eligibility Study for the Redevelopment Project Area, the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Plan.

V. LINCOLN AVENUE REDEVELOPMENT PROJECT

A. GENERAL LAND USE PLAN

The proposed land uses for the Redevelopment Project Area reflect the goals and objectives previously identified. Redevelopment Plan Map 3 – Proposed Land Use, identifies the uses that will be in effect upon adoption of this Plan. The major land use categories for the Redevelopment Project Area include commercial, residential, mixed use (commercial/residential/institutional), institutional and open space. The proposed mixed use (commercial/residential/institutional) allows for a broad range of uses to be developed on parcels where the existing use is commercial. Therefore the opportunities for future development of the Redevelopment Project will not be limited to just commercial uses, but rather allow for a variety of uses to decrease commercial vacancy, provide more compatible uses with the surrounding residential uses, better service the private and public needs of the surrounding community, and increase existing commercial viability.

The Chicago Plan Commission will approve this Plan and the proposed land uses described herein prior to its adoption by the City Council. The proposed land uses and a discussion of the rationale supporting their determination are as follows:

COMMERCIAL

To service the needs of the existing community, a commercial land use is proposed for the majority of the existing commercial areas within the Redevelopment Project Area. Commercial uses within the Redevelopment Project Area, such as retail and office development, should reflect the needs of community residents as well as businesses and visitors.

RESIDENTIAL

The proposed residential land use pertains to the existing residential properties located at the south end of the Redevelopment Project Area, and allows for future residential development such as a townhouse, condominium, or apartment building in other appropriate locations.

INSTITUTIONAL

Institutional land uses include property utilized by educational institutions, churches, and publicly owned facilities. The proposed institutional land uses include only existing institutions: Mather High School, Christian Source Reading Room, Joan Dacks Bais Yaakov Elementary, North Town Post Office, CTA turn-around and Bowmanville Baptist Church, and allows for future development of community services facilities such as a community health facility, senior center, library, police station, fire station and a child care center in other appropriate locations.

MIXED-USE COMMERCIAL/RESIDENTIAL/INSTITUTIONAL

The proposed mixed-use commercial/residential/institutional land use allows for either of the uses to be employed independently or in combination. This mixed land use category allows for a variety of future development opportunities to occur within a site.

OPEN SPACE

The proposed open space land use is for existing Mather Park and a proposed park at the intersection of Peterson, Lincoln and Virginia Avenues that would become a new gateway to Legion Park along the Northshore Channel of the Chicago River.

B. REDEVELOPMENT PROJECT

The purpose of this Plan is to create a planning and programming mechanism that also provides the financial vehicle to allow for the redevelopment of properties within the Redevelopment Project Area. The Plan contains specific redevelopment objectives addressing both private actions and public improvements, which are to assist in the overall redevelopment of the Redevelopment Project Area. Implementation of the Plan will be undertaken on a phased basis and will help to eliminate those existing conditions which make the Redevelopment Project Area susceptible to blight.

The Plan proposes the redevelopment to stimulate or stabilize not only the Redevelopment Project Area, but also the surrounding areas. The development of residential, commercial (office/retail) and institutional uses that are neighborhood oriented in new or rehabilitated structures will improve not only the Lincoln Avenue corridor but also the surrounding residential neighborhoods.

One of the Plan's strategies is to develop a public improvement program that reinforces and encourages further private investment. This public improvement program can basically be categorized as improving the Redevelopment Project Area's physical environment through infrastructure, traffic management and streetscape improvements.

To address private investment and public improvements, the following redevelopment strategies are recommended:

- Encourage reconfiguration and assemblage of individual sites so as to create sites with sufficient sizes for today's retail and residential uses.
- Create sites for new institutional uses to meet the needs of modern public facilities to better serve the community.
- Demolish vacant buildings and prepare sites for redevelopment of retail, residential, commercial and institutional projects.

- Reconfigure the street to make it more pedestrian friendly and encourage nearby residents to frequent the retail businesses on Lincoln Avenue. Improvements could include lessening the width of the street north of Catalpa Avenue to reduce high speed traffic and improve the condition of the sidewalks.
- Locate traffic lights and crosswalks along the street to allow for a pedestrian friendly environment.
- Facilitate the acquisition of sites through private and public means, that are discouraging investment into the Redevelopment Project Area.
- Provide adequate on and off-street parking for visitors, employees and customers.
- Provide buffering of adjacent residential areas from any new commercial uses with aesthetic screening.
- Provide visual continuity and a retail identity through a coordinated streetscape improvement program - trees, street planters, benches, banners and other street furniture.
- Provide marketing materials for the area to promote it to a wide range of brokers, developers and tenants as a vital retail location.
- Consider vacating street ends which intersect with Lincoln Avenue and combining the street ends with existing parcels to assemble larger sites.

The Plan for the Redevelopment Project Area incorporates the use of tax increment funds to stimulate and stabilize the Redevelopment Project Area through the planning and programming of public and private improvements. The underlying Plan strategy is to use tax increment financing, as well as other funding sources, to reinforce and encourage further private investment. The City may enter into redevelopment agreements, which will generally provide for the City to provide funding for activities permitted by the Act. The funds for these improvements will come from the incremental increase in tax revenues generated from the Redevelopment Project Area, or the City's possible issuance of bonds to be repaid from the incremental taxes. A developer or user may undertake the responsibility for the required site improvements and may further be required to build any agreed-upon improvements required for the project. Under a redevelopment agreement, the developer may also be reimbursed from incremental tax revenues (to the extent permitted by the Act) for all or a portion of eligible costs.

C. ESTIMATED REDEVELOPMENT PROJECT ACTIVITIES AND COSTS

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing, and by undertaking certain activities and incurring certain costs. Such activities may include some or all of those listed

below. Some of the costs listed below will become eligible costs under the Act pursuant to an amendment to the Act which will become effective November 1, 1999.

1. **ANALYSIS, ADMINISTRATION, STUDIES, LEGAL, ETC.** Funds may be used by the City to provide for activities including the long-term management of the Redevelopment Project as well as the costs of establishing the program and designing its components. Funds may be used by the City to provide for costs of studies, surveys, development of plans and specifications, marketing sites within the area to prospective businesses, developers, and investors, implementation and administration of the plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, environmental or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected.
2. **ASSEMBLAGE OF SITES/SITE PREPARATION.** To meet the goals and objectives of this Plan, the City may acquire and assemble property throughout the Redevelopment Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

Map 4, the Acquisition Map indicates the parcels currently authorized to be acquired for clearance and redevelopment in the Redevelopment Project Area. Exhibit 3, "Acquisition by Block and Parcel Identification Number," identifies the acquisition properties in more detail.

For properties described on Map 4, the Acquisition Map, the acquisition of occupied properties by the City shall commence within four years from the date of the publication of the ordinance approving the Plan. Acquisition shall be deemed to have commenced with the sending of an offer letter. After the expiration of this four-year period, the City may acquire such property pursuant to this Plan under the Act according to its customary procedures.

Property assembly costs, includes but is not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, environmental remediation, and the clearing and grading of land. Site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers are also included.

In connection with the City exercising its power to acquire real property not currently identified on the Acquisition Map, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of

having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Plan.

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Redevelopment Project Area, and to meet the other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

3. **REHABILITATION COSTS.** The costs for rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements including, but not limited to, provision of facade improvements for the purpose of improving the facades of privately held properties, may be funded.
4. **PROVISION OF PUBLIC IMPROVEMENTS AND FACILITIES.** Adequate public improvements and facilities may be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:
 - a. Provision for streets, public rights-of-way and public transit facilities
 - b. Provision of utilities necessary to serve the redevelopment
 - c. Public landscaping
 - d. Public landscape/buffer improvements, street lighting and general beautification improvements
 - e. Public facilities
 - f. Public schools
 - g. Public parks and open space
5. **JOB TRAINING AND RELATED EDUCATIONAL PROGRAMS.** Funds may be used by the City for programs to be created for Chicago residents so that they may take advantage of the employment opportunities in the Redevelopment Project Area.
6. **FINANCING COSTS.** Financing costs may be funded, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto.
7. **CAPITAL COSTS.** To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and Project. This category may also include reimbursement of capital costs of taxing districts impacted by the redevelopment of the Redevelopment Project Area, as permitted by the Act.

8. **PROVISION FOR RELOCATION COSTS.** Relocation assistance may be provided in order to facilitate redevelopment of portions of the Redevelopment Project Area, and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

The costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.

9. **PAYMENT IN LIEU OF TAXES ACCORDING TO THE ACT.**
10. **COSTS OF JOB TRAINING.** Funds may be provided for costs of job training, advanced vocational education, "welfare to work" programs implemented by businesses located within the redevelopment project area, or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs a) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by companies located in a redevelopment project area; and b) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act (as defined in the Act) and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code (as defined in the Act).
11. **INTEREST COSTS.** Funds may be provided to developers or redevelopers for a portion of interest costs incurred in the construction of a redevelopment project. Interest costs incurred by a developer or redeveloper related to the construction, renovation or rehabilitation of a redevelopment project may be funded provided that:
- a) Such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - b) Such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the developer or the redeveloper with regard to the redevelopment project during that year;
 - c) If there are not sufficient funds available in the special tax allocation fund to make the payment described in this paragraph, then the amounts due shall

accrue and be payable when sufficient funds are available in the special tax allocation fund; and

- d) The total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total of costs paid or incurred by the developer or redeveloper for the redevelopment project plus redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act.
- e) Up to 75% of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

12. **NEW CONSTRUCTION COSTS.** The Act currently provides that incremental property tax revenues may not be used by the City for the construction of new privately owned buildings.
13. **REDEVELOPMENT AND OTHER AGREEMENTS.** The City may enter into redevelopment agreements with private developers or redevelopers, which may include but not be limited to, terms of sale, lease or conveyance of land, requirements for site improvements, public improvements, job training and interest subsidies. In the event that the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements. In addition, the City may enter into intergovernmental agreements with public entities to construct, rehabilitate, renovate or restore public improvements.
14. **AFFORDABLE HOUSING.** The City requires that developers who receive TIF assistance for market rate housing set aside at a minimum 20% of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means that the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 120% of the area median income, and affordable rental units should be affordable to persons earning no more than 80% of the area median income.
15. **DAYCARE SERVICES.** The cost of daycare services for children of employees from low-income families working for businesses located within the redevelopment project area and all or portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.
16. **SCHOOLS.** An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act.

17. **LOW-INCOME HOUSING.** Up to 50% of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act.

To undertake these activities, redevelopment project costs will be incurred. "Redevelopment Project Costs" mean the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Plan pursuant to the Act.

The City may incur Redevelopment Project Costs which are paid for from the funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes.

The estimated Redevelopment Project Costs are shown in Table 1. The total Redevelopment Project Costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Plan. The Redevelopment Project Costs represent estimated amounts and do not represent actual City commitments or expenditures.

In the event the Act is amended after the date of the approval of this Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs (such as, for example, to include the cost of construction of residential housing), or (b) expand the scope or increase the amount of existing eligible redevelopment costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as eligible costs under the Plan. In the event of such amendment(s), the City may add any new eligible redevelopment project cost as a line item in Table 1 (which sets forth the eligible costs for this Plan), or otherwise adjust the line items in Table 1 without amendment to this Plan. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment project costs without a further amendment to this Plan.

Table 1 - (Estimated Redevelopment Project Costs) represents those eligible project costs pursuant to the Act. These upper limit expenditures are potential costs to be expended over the maximum 23-year life of the Redevelopment Project Area. These funds are subject to the number of projects and amount of incremental tax revenues generated and the City's willingness to fund proposed projects on a project-by-project basis.

TABLE 1 - ESTIMATED REDEVELOPMENT PROJECT COSTS

	Program/ Action/Improvements	Estimated Costs*
1.	Assemblage of Sites	\$4,500,000
2.	Site Preparation	\$5,000,000
3	Construction of Public Works or Improvements (1):	\$4,000,000
4.	Relocation	\$2,000,000
5.	Rehabilitation costs of public or private buildings and fixtures	\$2,500,000
6.	Job Training	\$1,000,000
7.	Interest Costs	\$500,000
8.	Daycare Services	\$250,000
9.	Professional Services: studies, surveys, plans & specifications, administrative costs relating to redevelopment plan, architectural, engineering, legal, marketing, financial, planning or other services	\$250,000
	Total Redevelopment Costs (2)(3)	\$20,000,000.00

*Exclusive of capitalized interest, issuance costs and other financing costs.

(1) This category may also include reimbursing capital costs of taxing districts impacted by the redevelopment of the Redevelopment Project Area, as permitted by the Act.

(2) All costs are in 1999 dollars. In addition to the above stated costs, each issue of any bonds issued to finance a phase of the Redevelopment Project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations. Adjustments to the estimated line item costs above are expected and may be made by the City without amendment to the Plan. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs as a result of changed redevelopment costs and needs.

(3) The estimated Total Redevelopment Project Costs amount does not include private redevelopment costs or costs financed from non-TIF public resources. Total Redevelopment Project Costs are inclusive of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated only by a public right of way, that are permitted under the Act to be paid from incremental property taxes generated in the Redevelopment Project Area, but do not include project costs incurred in the Redevelopment Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated only by a public right of way.

D. SOURCES OF FUNDS TO PAY REDEVELOPMENT PROJECT COSTS

Funds necessary to pay for Redevelopment Project Costs are to be derived principally from tax increment revenues and proceeds of municipal obligations that are secured principally by tax increment revenues created under the Act. There may be other sources of funds that the City may elect to use to pay for Redevelopment Project Costs or other obligations issued to pay for such costs. These sources include, but are not limited to, state and federal grants, developer

contributions and land disposition proceeds generated from the Redevelopment Project Area. The City may also incur Redevelopment Project Costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes. The tax increment revenue that may be used to secure municipal obligations or pay for eligible Redevelopment Project Costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current EAV of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the certified EAV base of each such property in the Redevelopment Project Area. Without the adoption of the Plan and the use of such tax incremental revenues, the Redevelopment Project Area would not reasonably be anticipated to be developed.

The Redevelopment Project Area may, in the future, be contiguous to, or be separated only by a public right of way from, other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Redevelopment Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Redevelopment Project Area made available to support such contiguous redevelopment project areas, or those separated only by a public right of way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Redevelopment Project Area, shall not at any time exceed the Total Redevelopment Project Costs described in the Plan. In addition, if the Redevelopment Project Area is contiguous to, or separated only by a public right-of-way from, one or more redevelopment project areas created under the Industrial Jobs Recovery Law (the "Law"), 65 ILCS 5/11-74.6-1, et seq. (1996 State Bar Edition), as amended (an "IJRL Project Area"), the City may utilize revenues received from such IJRL Project Area(s) to pay eligible redevelopment project costs or obligations issued to pay such costs in the Redevelopment Project Area, and vice versa. Such revenues may be transferred outright from or loaned by the IJRL Project Area to the Redevelopment Project Area, and vice versa. The amount of revenue from the Redevelopment Project Area made available to support any contiguous redevelopment project areas, or those redevelopment project areas separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the Redevelopment Project Area, shall not at any time exceed the Total Redevelopment Project Costs described in this Redevelopment Plan. This paragraph is intended to give the City the full benefit of the "portability" provisions set forth in the Act, 65 ILCS 5/11-74.4-4(q) and the Law, 65 ILCS 5/11-74.6-15(s).

E. ISSUANCE OF OBLIGATIONS

To finance Redevelopment Project Costs, the City may issue general obligation bonds or obligations secured by the anticipated tax increment revenue generated within the Redevelopment Project Area, or the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers to secure such obligations. In addition, the City may pledge toward payment of such obligations any part or any combination of the following: 1) net revenues of all or part of any redevelopment project; 2) taxes levied and

collected on any or all property in the City; 3) a mortgage on part or all of the Redevelopment Project Area.

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this redevelopment project area is adopted (By December 31, 2023). One or more series of obligations may be sold at one or more times in order to implement this Plan. The amounts payable in any year as principal and interest on all obligations issued by the City pursuant to the Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund, or optional redemptions.

Tax increment revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and Redevelopment Project Costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

F. EQUALIZED ASSESSED VALUATIONS

The purpose of identifying the most recent equalized assessed valuation ("EAV") of the Redevelopment Project Area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Redevelopment Project Area. The 1997 EAV of all taxable parcels in the Redevelopment Project Area is approximately \$64,586,697. This total EAV amount, by PIN, is summarized in Table 2. The EAV is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the Certified Initial EAV from which all incremental property taxes in the Redevelopment Project Area will be calculated by Cook County. If the 1998 EAV shall become available prior to the date of the adoption of the Plan by the City Council, the City may update the Plan by replacing the 1997 EAV with the 1998 EAV without further City Council action.

G. ANTICIPATED EQUALIZED ASSESSED VALUATION

Although development in the Redevelopment Project Area may occur after 2004, it is not possible to estimate with accuracy the effect of such future development on the EAV for the Redevelopment Project Area. By the year 2004, when it is estimated that the Redevelopment Project, based on currently known information, will be completed and fully assessed, the estimated EAV of real property within the Redevelopment Project Area is estimated to be between \$100,000,000 and \$105,000,000. These estimates are based on several key

assumptions, including: 1) all currently projected development will be completed by 2004; 2) the market value of the anticipated developments will increase following completion of the redevelopment activities described in the Redevelopment Project; 3) the most recent State Multiplier of 2.1489 as applied to 1997 assessed values will remain unchanged; 4) for the duration of the Redevelopment Project Area, the tax rate for the entire area is assumed to be the same and will remain unchanged from the 1997 level; and 5) growth from reassessments of existing properties in the Redevelopment Project Area will be at a rate of 2.5% per year with a reassessment every three years. In addition, as described in Section N of the Plan, "Phasing and Scheduling of Redevelopment," public improvements and the expenditure of Redevelopment Project Costs may be necessary in furtherance of the Plan throughout the 23-year period that the Plan is in effect.

H. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

As described in Section IV - Conservation Area Conditions, the Redevelopment Project Area as a whole is adversely impacted by the presence of numerous blighting or conservation area factors, and these factors are reasonably distributed throughout the Redevelopment Project Area. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. Continued existence of the factors referenced above and the lack of new development projects initiated or completed within the Redevelopment Project Area evidence the lack of private investment.

The lack of growth and investment by the private sector is supported by the trend in the EAV of all the property in the Redevelopment Project Area. The EAV for all property in the City increased from \$28,661,954,119 in 1993 to \$35,893,677,135 in 1997, a total of 25.23% or an average of 6.31% per year. Over the last four years, from 1993 to 1997, the Redevelopment Project Area has experienced an overall EAV increase of 17.61% from \$54,916,117 in 1993 to \$64,586,697 in 1997, an average increase of 4.40% per year. The Redevelopment Project Area is increasing at a 1.91% lower rate than the City's average.

A summary of the building permit requests for new construction and major renovation in the Redevelopment Project Area is found in Exhibit 2 - Building Permit Requests. Building Permit Requests contains a summary of the building permit requests for new construction and major renovation submitted to the City. From April 1994 to April 1999 permits for new construction or major renovation were issued for 24 of the 214 (11.2%) buildings totaling \$10,526,844 along with six demolition permits. Of the \$10,526,844, \$7,000,000 (66.5%) represents one permit for the new Retirement Center on Maplewood and Lincoln Avenues.

It is clear from the study of this Redevelopment Project Area that private investment in revitalization and redevelopment has not occurred to overcome the Conservation Area conditions that currently exist. The Redevelopment Project Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Plan.

I. FINANCIAL IMPACT OF THE REDEVELOPMENT PROJECT

Without the adoption of this Plan and tax increment financing, the Redevelopment Project Area is not reasonably expected to be redeveloped by private enterprise. Conservation Area conditions are likely to continue and spread, and the surrounding area will become less attractive for the maintenance and improvement of existing buildings and sites. The possible erosion of the assessed value of property, which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment, could lead to a reduction of real estate tax revenue to all taxing districts. Successful implementation of the Plan is expected to enhance the values of properties within and adjacent to the Redevelopment Project Area.

Subsections A, B, & C of Section V of this Plan describe the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Project will be staged with private investment taking place over a period of years. If the Redevelopment Project is successful, new private investment will be undertaken that will assist in alleviating the eligibility factors which caused the Redevelopment Project Area to qualify as a Conservation Area under the Act.

The Redevelopment Project is expected to have minor financial impacts on the taxing districts affected by the Plan. During the period when tax increment financing is utilized in furtherance of this Plan, real estate tax increment revenues (from the increases in EAV over and above the Certified Base EAV established at the time of adoption of this Plan) will be used to pay eligible redevelopment project costs for the Redevelopment Project Area. Incremental revenues will not be available to these taxing districts during this period. When the Redevelopment Project Area is no longer in place, the real estate tax revenues will be distributed to all taxing districts levying taxes against property located in the Redevelopment Project Area.

J. DEMAND ON TAXING DISTRICT SERVICES

The following major taxing districts presently levy taxes on properties located within the Redevelopment Project Area: City of Chicago; Chicago Board of Education District 299; Chicago School Finance Authority; Chicago Park District; Chicago Community College District 508; Metropolitan Water Reclamation District of Greater Chicago; County of Cook; and Cook County Forest Preserve District.

The proposed Redevelopment Plan and Project involves the rehabilitation of existing commercial buildings and possibly the construction of new commercial and residential developments. Therefore, as discussed below, the financial burden of the Redevelopment Plan and Project on taxing districts is expected to be moderate. In addition to the major taxing districts summarized above, the City of Chicago Library Fund has taxing jurisdiction over part or all of the Redevelopment Project Area. The City of Chicago Library Fund (formerly a separate taxing

district from the City) no longer extends taxing levies but continues to exist for the purpose of receiving delinquent taxes.

IMPACT OF THE REDEVELOPMENT PROJECT

The commercial rehabilitation or residential/commercial new development may increase the demand for services and/or capital improvements to be provided by the Chicago Board of Education, the Metropolitan Water Reclamation District, the Chicago Park District and the City. The estimated nature of these increased demands for services on these taxing districts is described below.

Chicago Board of Education. The replacement of existing commercial with new commercial, institutional or senior facilities should not increase the demand for the educational services and the number of schools provided by the Chicago Board of Education, since it is anticipated that future residential development in the Redevelopment Project Area would most likely be occupied by senior citizens and adults with no children. The only school located in the Redevelopment Project Area is Mather High School which is currently 135% occupied. Based on information provided by the Chicago Board of Education, Mather High School cannot accommodate any additional students. However, Mather High School's attendance boundaries extend beyond the boundaries of the Redevelopment Project Area which contains a very small amount of residential. The City will monitor residential development, with the cooperation of the Chicago Board of Education, to ensure that if any increase in demand for services or future improvements will be addressed (see Map 4).

Metropolitan Water Reclamation District of Greater Chicago. The replacement of existing commercial with new commercial, residential or institutional facilities should not increase the demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District since many existing commercial uses are heavy users of water which may be more than any replacement use.

Chicago Park District. The replacement of existing commercial with new commercial, residential, or institutional facilities should not increase the need for additional parks. The one existing park in the Redevelopment Project Area, Mather Park, is located along Peterson Avenue between California Avenue and Richmond Street. A new park is already proposed by the Chicago Park District at the intersection of Peterson, Virginia and Lincoln Avenues. This will be the new gateway to Legion Park along the Northshore Channel of the Chicago River. The City intends to monitor development with the cooperation of the Chicago Park District to ensure that any increase in the demand for services or future improvements will be adequately addressed (see Map 4).

City of Chicago. The City of Chicago is currently in the process of moving forward with developing a new police facility and library to be located within the TIF District which will provide service to the surrounding areas. Both of these public facilities are to be funded by various non-TIF revenues. In addition, there may be a potential fire station within the TIF District. The replacement of existing commercial with new commercial, residential, or

institutional facilities should not increase the demand for services and programs provided by the City. It is expected that any increase in demand for the City services and programs maintained and operated by the City can be adequately addressed by the appropriate City departments.

K. PROGRAM TO ADDRESS FINANCIAL AND SERVICE IMPACTS

As described in detail in prior sections of this Plan, the complete scale and amount of development in the Redevelopment Project Area cannot be predicted with complete certainty and the demand for services provided by the affected taxing districts cannot be quantified. As a result, the City has not developed, at present, a specific plan to address the impact of the Redevelopment Project on taxing districts.

As indicated in Section V, subsection C and Table 1, Estimated Redevelopment Project Costs, the City may provide public improvements and facilities to service the Redevelopment Project Area. Potential public improvements and facilities provided by the City may mitigate some of the additional service and capital demands placed on taxing districts as a result of the implementation of this Redevelopment Project.

In 1994, the Act was amended to require an assessment of any financial impact of the Redevelopment Project Area on, or any increased demand for services from, any taxing district affected by the Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Redevelopment Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

L. PROVISION FOR AMENDING ACTION PLAN

The Lincoln Avenue Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

M. FAIR EMPLOYMENT PRACTICES, AFFIRMATIVE ACTION PLAN AND PREVAILING WAGE AGREEMENT

The City is committed to and will affirmatively implement the following principles with respect to the Redevelopment Project Area.

1. The assurance of equal opportunity in all personnel and employment actions with respect to the Redevelopment Project, including but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed, or ancestry.

2. Redevelopers must meet the City's standards for participation of 25% Minority Business Enterprises and 5% Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
3. This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
4. Redevelopers must meet City standards for the prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses and developers from items two and four above.

N. PHASING AND SCHEDULING OF REDEVELOPMENT

A phased implementation strategy will be used to achieve a timely and orderly redevelopment of the Redevelopment Project Area. It is expected that over the 23 years that this Plan is in effect, numerous public/private improvements and developments can be expected to take place. City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers. The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this redevelopment project area is adopted (By December 31, 2023).

[Map 1 of (Sub)Exhibit 4 referred to in this Lincoln Avenue Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project constitutes Exhibit "E" to the ordinance and is printed on page 13311 of this Journal.]

[(Sub)Exhibit 1 referred to in this Lincoln Avenue Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project constitutes Exhibit "C" to the ordinance and is printed on pages 13303 through 13310 of this Journal.]

Table 2. (Sub)Exhibits 2 and 3. Maps 1A, 1B, 1C, 2, 2A, 2B, 2C, 3, 3A, 3B, 3C, 4 and 5 of (Sub)Exhibit 4 and (Sub)Exhibit 5 referred to in this Lincoln Avenue Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project read as follows:

TABLE 2 - 1997 EQUALIZED ASSESSED VALUATION

1	13-01-122-028	\$129,134
2	13-01-122-034	\$363,009
3	13-01-123-002	\$15,298
4	13-01-123-003	\$35,682
5	13-01-123-004	\$30,274
6	13-01-123-005	\$97,906
7	13-01-123-006	\$211,765
8	13-01-123-009	Exempt
9	13-01-123-010	Exempt
10	13-01-123-011	Exempt
11	13-01-123-012	Exempt
12	13-01-123-013	Exempt
13	13-01-124-051	\$1,096,272
14	13-01-301-001	\$118,480
15	13-01-301-002	\$424,547
16	13-01-302-001	\$126,633
17	13-01-302-002	\$102,962
18	13-01-302-003	\$64,334
19	13-01-302-004	\$37,406
20	13-01-302-005	\$21,508
21	13-01-302-006	\$21,261
22	13-01-302-007	\$33,029
23	13-01-302-008	\$16,910
24	13-01-302-009	Exempt
25	13-01-302-012	Exempt
26	13-01-303-001	\$186,406
27	13-01-303-002	\$17,810
28	13-01-303-003	\$169,690
29	13-01-303-004	\$19,978
30	13-01-303-005	\$17,810
31	13-01-303-011	\$19,525
32	13-01-303-012	\$137,186
33	13-01-303-013	\$137,186
34	13-01-303-014	\$22,074
35	13-01-303-015	\$95,074
36	13-01-303-016	\$35,884
37	13-01-303-017	\$20,023
38	13-01-303-018	Exempt
39	13-01-303-019	Exempt
40	13-01-303-036	\$342,722
41	13-01-304-007	\$82,924
42	13-01-304-008	\$194,948
43	13-01-304-020	Exempt
44	13-01-304-025	\$94,721
45	13-01-304-026	\$27,835

46	13-01-304-027	\$19,957
47	13-01-304-028	\$33,862
48	13-01-304-030	\$176,377
49	13-01-304-031	\$561,432
50	13-01-304-032	\$64,772
51	13-01-304-033	\$322,726
52	13-01-305-001	Exempt
53	13-01-305-002	Exempt
54	13-01-305-003	\$146,877
55	13-01-305-004	\$128,072
56	13-01-305-005	\$123,850
57	13-01-305-006	\$21,728
58	13-01-305-007	\$21,728
59	13-01-305-008	\$84,920
60	13-01-305-034	\$203,112
61	13-01-305-035	\$166,664
62	13-01-305-036	\$117,240
63	13-01-305-037	\$97,663
64	13-01-305-040	\$48,920
65	13-01-305-046	\$87,783
66	13-01-305-049	\$168,757
67	13-01-305-050	\$267,691
68	13-01-306-037	Exempt
69	13-01-306-038	Exempt
70	13-01-306-039	Exempt
71	13-01-307-037	Exempt
72	13-01-307-038	Exempt
73	13-01-307-039	Exempt
74	13-01-308-008	Exempt
75	13-01-308-040	Exempt
76	13-01-308-041	Exempt
77	13-01-308-042	Exempt
78	13-01-311-010	\$38,753
79	13-01-311-011	\$38,753
80	13-01-311-012	\$38,753
81	13-01-311-013	\$175,567
82	13-01-311-048	\$522,610
83	13-01-312-001	\$228,561
84	13-01-312-002	\$108,767
85	13-01-312-003	\$20,062
86	13-01-312-004	\$97,990
87	13-01-312-005	\$92,289
88	13-01-312-006	\$92,951
89	13-01-312-007	\$92,951
90	13-01-312-008	\$198,958

91	13-01-312-009	\$198,958
92	13-01-312-010	\$69,461
93	13-01-312-011	\$102,017
94	13-01-312-012	\$51,423
95	13-01-312-013	\$94,360
96	13-01-313-020	Exempt
97	13-01-313-022	Exempt
98	13-01-314-023	Exempt
99	13-01-314-025	\$81,993
100	13-01-314-032	\$71,395
101	13-01-314-033	\$110,340
102	13-01-314-034	\$110,340
103	13-01-314-037	Exempt
104	13-01-314-038	Exempt
105	13-01-314-039	Exempt
106	13-01-314-041	\$57,098
107	13-01-314-042	\$154,091
108	13-01-314-043	\$129,211
109	13-01-314-044	\$105,285
110	13-01-314-045*	\$65,077
111	13-01-314-046*	\$62,419
112	13-01-315-013	Exempt
113	13-01-315-040	Exempt
114	13-01-315-041	Exempt
115	13-01-315-042	Exempt
116	13-01-319-001	\$94,803
117	13-01-319-002	\$172,447
118	13-01-319-003	\$62,395
119	13-01-319-004	\$40,406
120	13-01-319-005	\$19,549
121	13-01-319-006	Exempt
122	13-01-319-007	\$80,547
123	13-01-319-008	\$120,775
124	13-01-319-009	\$131,461
125	13-01-319-010	\$176,655
126	13-01-319-011	\$145,169
127	13-01-319-012	\$19,256
128	13-01-319-013	\$34,569
129	13-01-320-001	\$163,409
130	13-01-320-002	\$151,762
131	13-01-320-003	\$83,450
132	13-01-320-004	\$99,619
133	13-01-320-005	\$75,693
134	13-01-320-006	\$75,693
135	13-01-320-007	\$68,758
136	13-01-320-008	\$68,758
137	13-01-320-009	\$68,758
138	13-01-320-010	\$68,758

139	13-01-320-011	\$19,044
140	13-01-320-012	\$19,044
141	13-01-320-013	\$163,894
142	13-01-321-001	\$95,794
143	13-01-321-002	\$52,923
144	13-01-321-005	\$74,238
145	13-01-321-006	\$71,747
146	13-01-321-007	\$72,306
147	13-01-321-010	\$65,322
148	13-01-321-011	\$65,322
149	13-01-321-012	\$66,749
150	13-01-321-013	\$55,100
151	13-01-321-014	\$19,983
152	13-01-321-015	\$99,614
153	13-01-321-016	\$56,314
154	13-01-321-017	\$278,420
155	13-01-321-018	\$181,853
156	13-01-322-001	\$46,283
157	13-01-322-002	\$19,265
158	13-01-322-003	\$19,265
159	13-01-322-004	\$50,041
160	13-01-322-005	\$50,041
161	13-01-322-006	\$50,041
162	13-01-322-007	\$270,983
163	13-01-322-011	\$37,741
164	13-01-416-013	\$141,918
165	13-01-416-017	\$48,636
166	13-01-416-018	\$48,636
167	13-01-416-019	\$161,109
168	13-01-416-038	\$175,430
169	13-01-417-040	\$8,110
170	13-01-417-041	\$8,110
171	13-01-417-042	\$69,563
172	13-01-417-043	\$56,166
173	13-01-417-044	\$56,166
174	13-01-417-045	\$19,847
175	13-01-417-046	\$19,847
176	13-01-417-049	\$101,843
177	13-01-417-050	\$166,768
178	13-01-417-054	\$129,828
179	13-01-417-055	\$21,562
180	13-01-417-057	\$178,028
181	13-01-424-001	\$165,016
182	13-01-424-002	\$19,978
183	13-01-424-003	\$19,978
184	13-01-424-004	\$19,978
185	13-01-424-005	\$19,978
186	13-01-424-006	\$19,978

187	13-01-424-037	\$1,146,578
188	13-01-425-006	\$86,747
189	13-01-425-007	\$64,110
190	13-01-425-008	\$64,110
191	13-01-425-009	\$59,808
192	13-01-425-027	\$337,811
193	13-01-426-001	\$621,709
194	13-01-427-009	\$362,029
195	13-01-427-010	\$191,351
196	13-01-427-011	\$90,851
197	13-01-427-012	\$97,264
198	13-01-427-013	\$126,650
199	13-01-427-024	\$428,955
200	13-01-428-025	\$220,077
201	13-01-428-026	\$22,637
202	13-01-428-027	\$149,914
203	13-01-428-028	\$88,874
204	13-01-428-029	\$207,784
205	13-01-428-033	\$403,899
206	13-02-200-001	\$667,362
207	13-02-200-002	\$303,912
208	13-02-200-003	\$303,912
209	13-02-200-004	\$23,472
210	13-02-200-005	\$23,472
211	13-02-200-006	\$23,472
212	13-02-200-007	\$23,472
213	13-02-200-008	\$186,387
214	13-02-200-009	\$137,115
215	13-02-200-010	\$137,115
216	13-02-200-011	\$137,461
217	13-02-201-005	\$127,092
218	13-02-201-006	\$128,726
219	13-02-201-007	\$128,726
220	13-02-201-008	\$128,726
221	13-02-201-009	\$161,408
222	13-02-201-010	\$44,349
223	13-02-201-011	\$44,349
224	13-02-201-012	\$51,776
225	13-02-201-013	\$113,258
226	13-02-201-014	\$102,406
227	13-02-201-015	\$45,995
228	13-02-201-016	\$45,995
229	13-02-201-017	\$85,511
230	13-02-201-018	\$15,378
231	13-02-201-019	\$13,886
232	13-02-201-020	\$13,416
233	13-02-202-005	\$420,437
234	13-02-202-008	\$322,325

235	13-02-202-009	\$490,669
236	13-02-202-010	\$141,408
237	13-02-202-012	\$236,424
238	13-02-202-013	\$907
239	13-02-202-015	\$234,000
240	13-02-202-016	\$4,272,112
241	13-02-202-017	\$308,423
242	13-02-202-018	\$308,221
243	13-02-202-020	\$168,693
244	13-02-202-021	\$163,813
245	13-02-202-022	\$341,969
246	13-02-205-001	\$53,918
247	13-02-205-002	\$53,611
248	13-02-205-003	\$53,611
249	13-02-205-004	\$23,200
250	13-02-205-005	\$24,050
251	13-02-205-006	\$104,512
252	13-02-205-047	\$571,715
253	13-02-206-001	\$82,571
254	13-02-206-002	\$115,125
255	13-02-206-003	\$45,690
256	13-02-206-004	\$70,761
257	13-02-206-005	\$61,908
258	13-02-206-006	\$22,273
259	13-02-206-021	\$326,633
260	13-02-206-022	Exempt
261	13-02-211-001	\$68,103
262	13-02-211-002	\$22,495
263	13-02-211-003	\$22,495
264	13-02-211-004	\$22,430
265	13-02-211-005	\$22,462
266	13-02-211-006	\$22,462
267	13-02-211-007	\$87,748
268	13-02-211-008	\$85,174
269	13-02-211-009	\$67,873
270	13-02-211-010	\$72,680
271	13-02-211-011	\$87,271
272	13-02-211-012	\$87,271
273	13-02-211-013	\$67,957
274	13-02-211-014	\$66,156
275	13-02-212-001	\$49,571
276	13-02-212-002	\$64,880
277	13-02-212-003	\$51,114
278	13-02-212-006	\$107,585
279	13-02-212-007	\$87,811
280	13-02-212-008	\$12,777
281	13-02-212-009	\$52,199
282	13-02-212-018	\$413,648

283	13-02-212-019	\$55,734
284	13-02-212-020	\$215,262
285	13-02-212-034	\$73,619
286	13-02-219-001	\$139,070
287	13-02-219-002	\$114,465
288	13-02-219-003	\$228,553
289	13-02-219-004	\$128,173
290	13-02-219-005	\$128,173
291	13-02-219-006	\$128,173
292	13-02-220-009	Exempt
293	13-02-220-010	\$315,153
294	13-02-220-027	\$1,192,511
295	13-02-220-028	\$3,937,043
296	13-02-220-031	\$204,133
297	13-02-220-032	\$2,291,789
298	13-02-220-033-8001	Exempt
	13-02-220-033-8002	Exempt
299	13-02-220-034-8001	Exempt
	13-02-220-034-8002	\$34,505
300	13-02-220-035-8001	Exempt
	13-02-220-035-8002	\$59,490
301	13-02-220-052	\$210,139
302	13-02-220-053	\$4,048,401
303	13-12-201-011	\$17,653
304	13-12-201-012	\$17,462
305	13-12-201-017	\$19,856
306	13-12-201-018	\$19,688
307	13-12-201-042	\$416,465
308	13-12-201-047	\$122,088
309	13-12-201-048	\$160,725
310	13-12-202-001	\$8,982
311	13-12-203-002	\$74,539
312	13-12-203-003	\$73,286
313	13-12-203-004	\$73,286
314	13-12-203-009	\$58,624
315	13-12-203-015	\$352,763
316	13-12-206-005	\$37,515
317	13-12-206-006	\$60,032
318	13-12-206-007	\$59,767
319	13-12-206-008	\$19,310
320	13-12-206-009	\$70,142
321	13-12-206-010	\$128,934
322	13-12-206-011	\$57,202
323	13-12-206-012	\$57,202
324	13-12-206-020	\$392,888
325	13-12-206-021	\$115,589
326	13-12-207-011	\$36,750
327	13-12-207-012	\$25,084

328	13-12-207-013	\$23,460
329	13-12-207-014	\$173,296
330	13-12-207-015	\$25,589
331	13-12-207-016	\$24,087
332	13-12-207-017	\$75,386
333	13-12-207-018	\$80,648
334	13-12-207-019	\$67,770
335	13-12-207-020	\$78,057
336	13-12-207-021	\$69,470
337	13-12-207-022	\$27,231
338	13-12-212-013	\$120,285
339	13-12-212-014	\$94,966
340	13-12-212-015	\$94,966
341	13-12-212-016	\$94,966
342	13-12-212-017	\$94,966
343	13-12-212-018	\$96,569
344	13-12-212-019	\$22,155
345	13-12-212-020	\$23,705
346	13-12-212-021	\$22,155
347	13-12-212-022	\$29,345
348	13-12-215-023	\$958,641
349	13-12-215-024	\$296,555
350	13-12-216-001	\$96,926
351	13-12-216-002	\$94,440
352	13-12-216-003	\$94,440
353	13-12-216-004	\$53,338
354	13-12-216-005	\$25,619
355	13-12-216-006	\$25,619
356	13-12-216-007	\$216,287
357	13-12-216-008	\$9,702
358	13-12-216-009	\$106,609
359	13-12-216-010	\$106,364
360	13-12-216-011	\$153,651
361	13-12-216-012	\$153,651
362	13-12-216-013	\$68,524
363	13-12-216-014	\$28,939
364	13-12-216-015	\$88,621
365	13-12-216-016	\$88,477
366	13-12-216-017	\$68,275
367	13-12-216-018	\$68,522
368	13-12-216-037	\$220,666
369	13-12-221-012	\$111,109
370	13-12-221-013	\$71,926
371	13-12-221-014	\$122,487
372	13-12-221-015	\$122,487
373	13-12-221-016	\$78,598
374	13-12-221-017	\$78,598
375	13-12-221-018	\$33,847

376	13-12-221-019	\$33,847
377	13-12-221-020	\$44,944
378	13-12-221-021	\$50,628
379	13-12-224-022	\$22,101
380	13-12-224-023	\$22,101
381	13-12-224-024	\$219,134
382	13-12-224-031	\$767,581
383	13-12-225-001	\$445,332
384	13-12-225-002	\$425,972
385	13-12-225-003	\$312,820
386	13-12-225-004	\$172,112
387	13-12-225-005	\$16,259
388	13-12-225-006	\$124,516
389	13-12-225-007	\$239,531
390	13-12-225-008	\$127,503
391	13-12-225-009	Exempt
392	13-12-229-015	\$169,179
393	13-12-229-016	\$57,683
394	13-12-229-017	\$74,350
395	13-12-229-018	\$204,090
396	13-12-229-019	\$204,090
397	13-12-229-020	\$74,350
398	13-12-229-021	\$90,005
399	13-12-232-019	\$102,382
400	13-12-232-020	\$64,708
401	13-12-232-021	\$64,850
402	13-12-232-022	\$64,708
403	13-12-232-033	\$645,551
404	13-12-233-001	\$474,997

405	13-12-233-002	\$591,422
406	13-12-233-003	\$263,277
407	13-12-233-004	\$263,277
408	13-12-233-005	\$387,481
409	13-12-233-008	\$34,235
410	13-12-233-009	\$38,775
411	13-12-233-010	\$41,263
412	13-12-233-011	\$35,139
413	13-12-233-012	\$40,904
414	13-12-233-013	\$40,363
415	13-12-233-014	\$35,136
416	13-12-233-015	\$35,136
417	13-12-233-016	\$41,897
418	13-12-233-017	\$51,071
419	13-12-233-018	\$30,138
420	13-12-233-026	\$378,007
421	13-12-233-027	\$376,928
422	13-12-233-028	\$520,812
423	13-12-233-034-1001	\$17,785
	13-12-233-034-1002	\$17,187
	13-12-233-034-1003	\$15,376
	13-12-233-034-1004	\$24,785
	13-12-233-034-1005	\$17,187
	13-12-233-034-1006	\$17,876

Total: \$64,586,697

EXHIBIT 2 - BUILDING PERMIT REQUESTS

NEW CONSTRUCTION/INVESTMENT PERMITS

	Permit #	Date	Address	Investment
1.	784286	04/15/94	3511 W. Devon Avenue	\$130,000
2.	784055	04/12/94	5665 N. Lincoln Avenue	\$10,000
3.	784895	04/27/94	6261 N. McCormick Road	\$75,000
4.	788931	07/08/94	5347 N. Lincoln Avenue	\$80,000
5.	790567	08/15/94	6257 N. McCormick Road	\$40,000
6.	792977	09/22/94	3225 W. Devon Avenue	\$15,000
7.	800706	03/10/95	2965 W. Peterson Avenue	\$272,482
8.	96004385	05/01/96	5928 N. Richmond Street	\$7,222
9.	96009616	07/17/96	5627 N. Lincoln Avenue	\$97,000
10.	831766	09/18/96	5300 N. Lincoln Avenue (New Produce Market)	\$500,000
11.	835086	11/04/96	2454 W. Foster Avenue	\$8,100
12.	842860	03/20/97	5800 N. Lincoln Avenue (New Strip Mall)	\$400,000
13.	859253	10/09/97	5449 N. Lincoln Avenue	\$22,500
14.	864415	12/31/97	5588 N. Lincoln Avenue	\$65,000
15.	864496	01/05/98	3511 W. Devon Avenue	\$89,000
16.	866768	03/03/98	3511 W. Devon Avenue (New Retail Shopping Center)	\$900,000
17.	868919	04/08/98	3511 W. Devon Avenue	\$120,000
18.	880905	09/01/98	6160 N. Lincoln Avenue	\$86,040
19.	887805	11/25/98	5533 N. Maplewood Avenue	\$25,000
20.	891621	02/02/99	6211 N. Lincoln Avenue	\$184,000
21.	893360	03/09/99	5533 N. Maplewood Avenue	\$5,000
22.	893359	03/09/99	5533 N. Maplewood Avenue (New Retirement Center)	\$7,000,000
23.	894273	03/24/99	6211 N. Lincoln Avenue	\$286,000
24.	897140	04/30/99	5527 N. Maplewood Avenue	\$109,500
			Total (24 permits)	\$10,526,844

DEMOLITION PERMITS

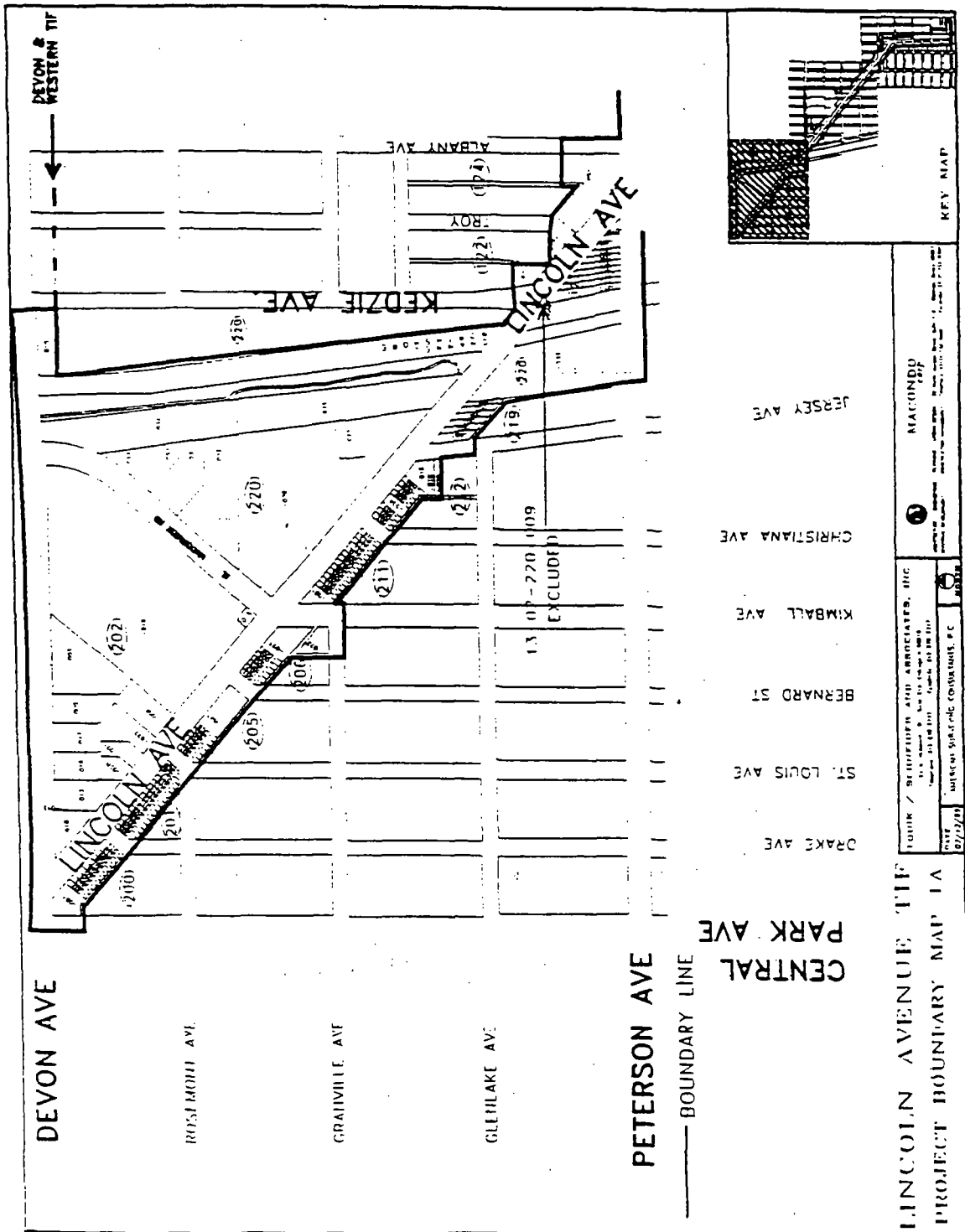
Permit #	Date	Address	Amount
784849	04/26/94	3511 W. Devon Avenue	\$0
851881	07/17/97	5300 N. Lincoln Avenue	\$12,000
862663	12/01/97	3509 W. Devon Avenue	\$42,000
862664	12/01/97	3535 W. Devon Avenue	\$42,000
889559	12/21/98	6211 N. Lincoln Avenue	\$75,000
897140	04/30/99	5527 N. Maplewood Avenue	\$0
		Total (6 permits)	\$171,000

EXHIBIT 3 – ACQUISITION BY BLOCK AND PARCEL IDENTIFICATION NUMBER

13 01 303 011	5952 N. Lincoln Avenue	Chicago, IL 60659
13 01 303 012	5952 N. Lincoln Avenue	Chicago, IL 60659
13 01 303 013	5952 N. Lincoln Avenue	Chicago, IL 60659
13 01 303 014	5952 N. Lincoln Avenue	Chicago, IL 60659
13 01 303 015	5952 N. Lincoln Avenue	Chicago, IL 60659
13 01 303 016	5952 N. Lincoln Avenue	Chicago, IL 60659
13 01 303 017	5952 N. Lincoln Avenue	Chicago, IL 60659
13 01 311 010	5900 N. Lincoln Avenue	Chicago, IL 60659
13 01 311 011	5900 N. Lincoln Avenue	Chicago, IL 60659
13 01 311 012	5900 N. Lincoln Avenue	Chicago, IL 60659
13 01 311 013	5900 N. Lincoln Avenue	Chicago, IL 60659
13 01 428 025	5611 N. Lincoln Avenue	Chicago, IL 60659
13 01 428 026	5611 N. Lincoln Avenue	Chicago, IL 60659
13 01 428 027	5611 N. Lincoln Avenue	Chicago, IL 60659
13 01 428 033	2600 W. Bryn Mawr	Chicago, IL 60659
13 02 205 047	6250 N. Lincoln Avenue	Chicago, IL 60659
13 02 212 008	6100 N. Lincoln Avenue	Chicago, IL 60659
13 02 212 009	6100 N. Lincoln Avenue	Chicago, IL 60659
13 02 212 018	6100 N. Lincoln Avenue	Chicago, IL 60659
13 02 212 019	6100 N. Lincoln Avenue	Chicago, IL 60659
13 02 212 020	6100 N. Lincoln Avenue	Chicago, IL 60659
13 02 219 001	6155 N. Jersey Avenue	Chicago, IL 60659
13 02 219 002	6155 N. Jersey Avenue	Chicago, IL 60659
13 02 219 003	6060 N. Lincoln Avenue	Chicago, IL 60659
13 02 219 004	6060 N. Lincoln Avenue	Chicago, IL 60659
13 02 219 005	6060 N. Lincoln Avenue	Chicago, IL 60659
13 02 219 006	6060 N. Lincoln Avenue	Chicago, IL 60659
13 12 203 015	5535 N. Lincoln Avenue	Chicago, IL 60625
13 12 224 031	5308 N. Lincoln Avenue	Chicago, IL 60625
13 12 229 016	5230 N. Lincoln Avenue	Chicago, IL 60625
13 12 229 017	5230 N. Lincoln Avenue	Chicago, IL 60625
13 12 229 018	5230 N. Lincoln Avenue	Chicago, IL 60625
13 12 229 019	5230 N. Lincoln Avenue	Chicago, IL 60625
13 12 229 020	5230 N. Lincoln Avenue	Chicago, IL 60625
13 12 229 021	5230 N. Lincoln Avenue	Chicago, IL 60625

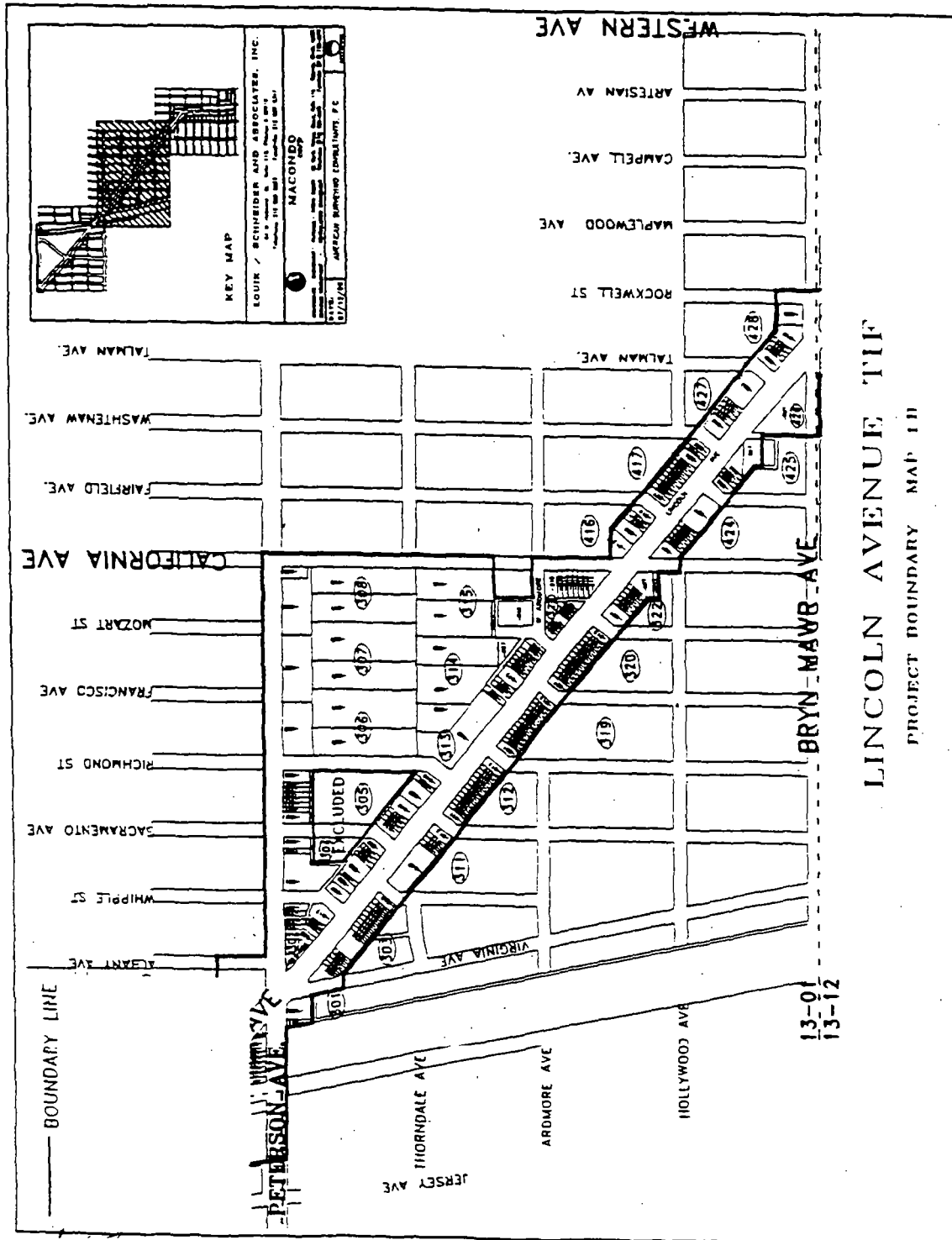
(Sub)Exhibit 4 - Map 1A.
 (To Lincoln Avenue Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Project Boundary.



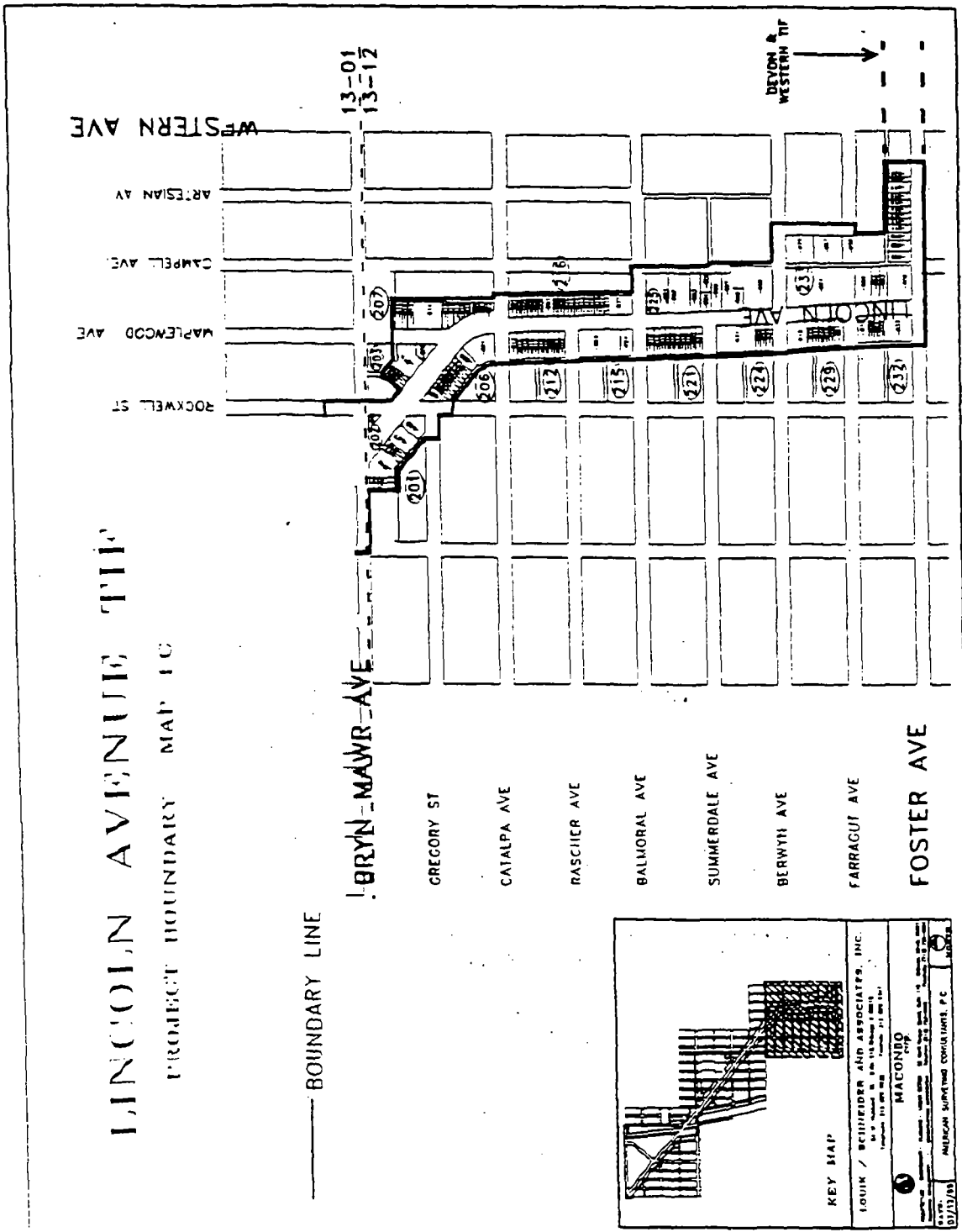
(Sub)Exhibit 4 - Map 1B.
(To Lincoln Avenue Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Project Boundary.



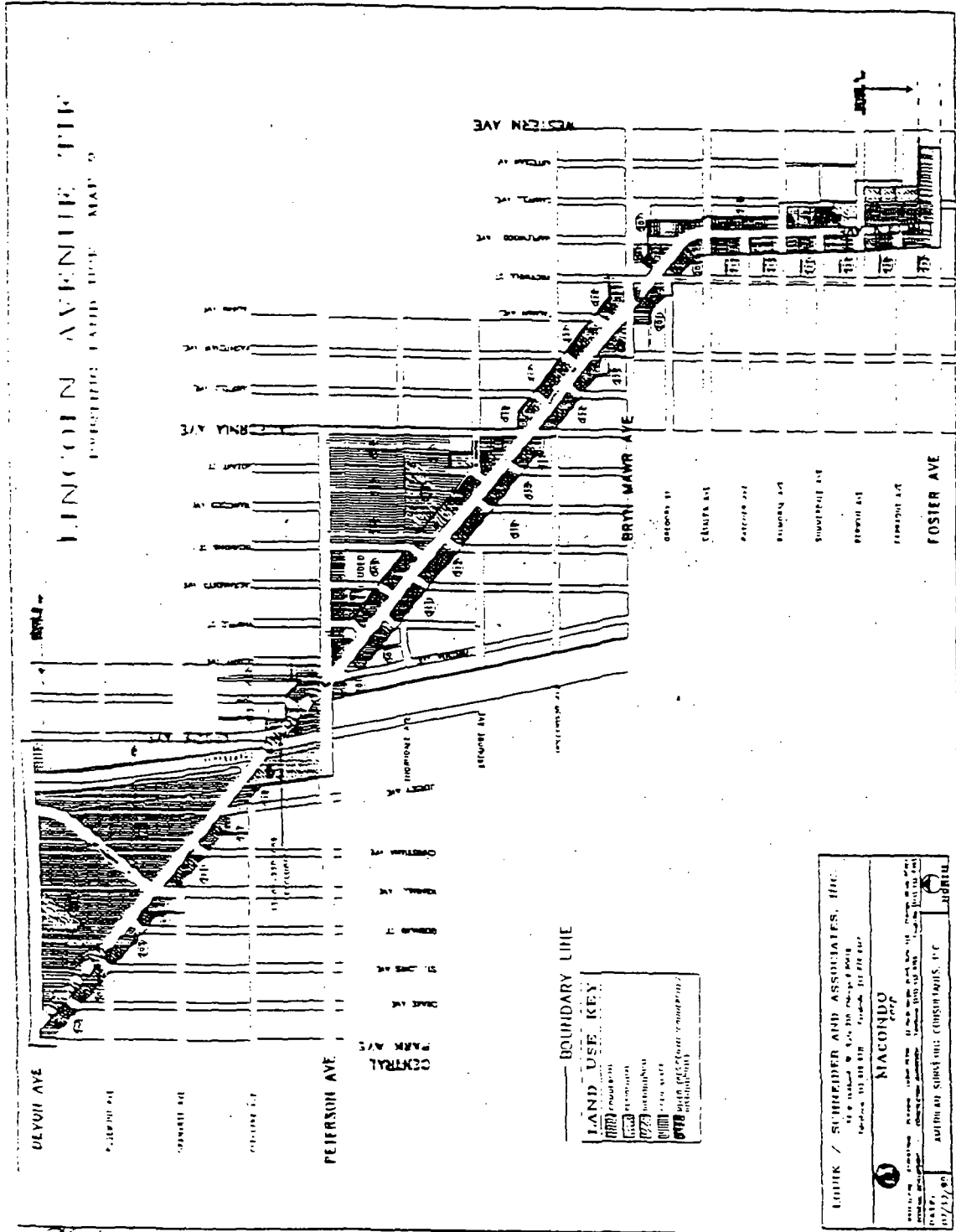
(Sub)Exhibit 4 - Map 1C.
 (To Lincoln Avenue Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Project Boundary.



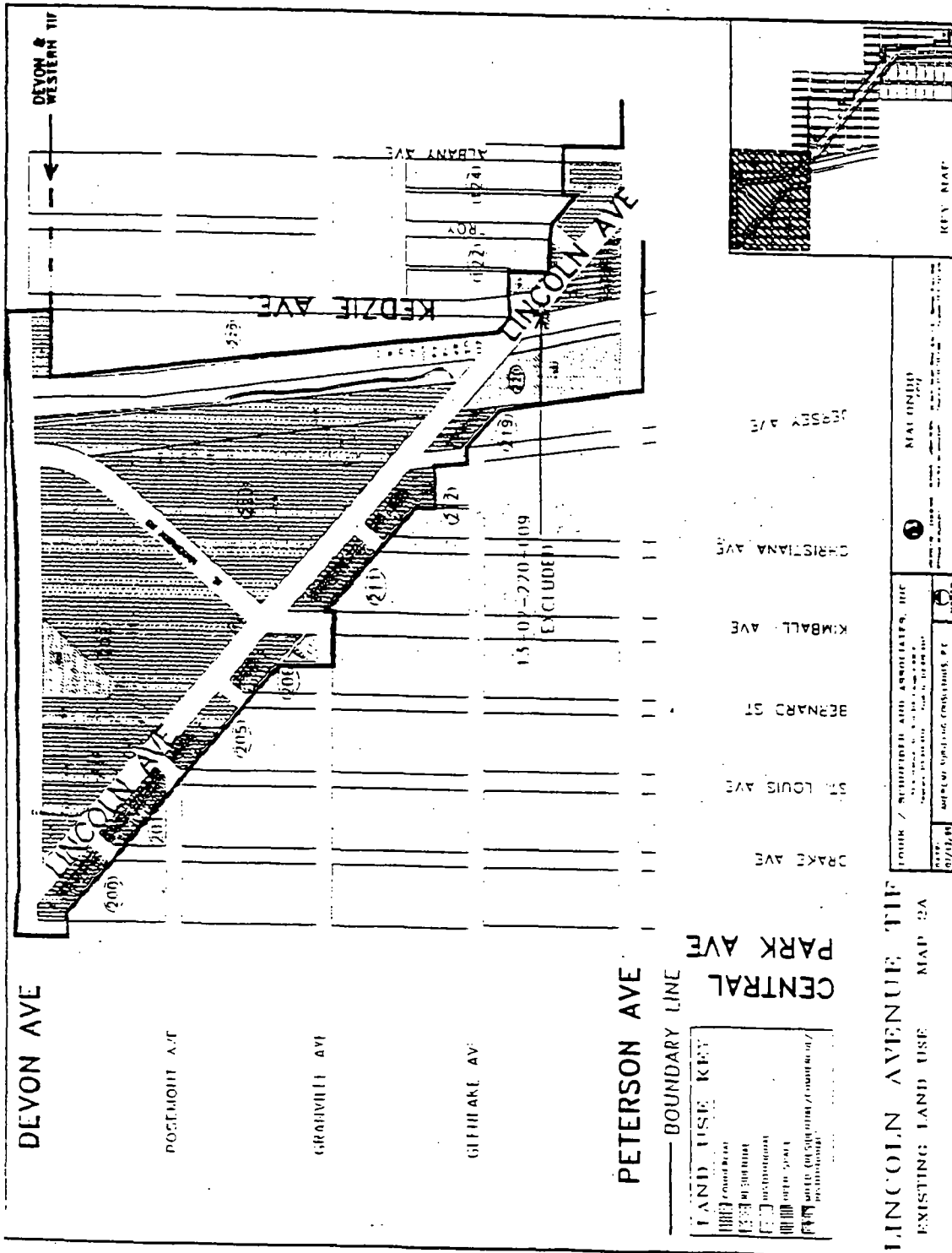
(Sub)Exhibit 4 - Map 2.
(To Lincoln Avenue Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Existing Land-Use.



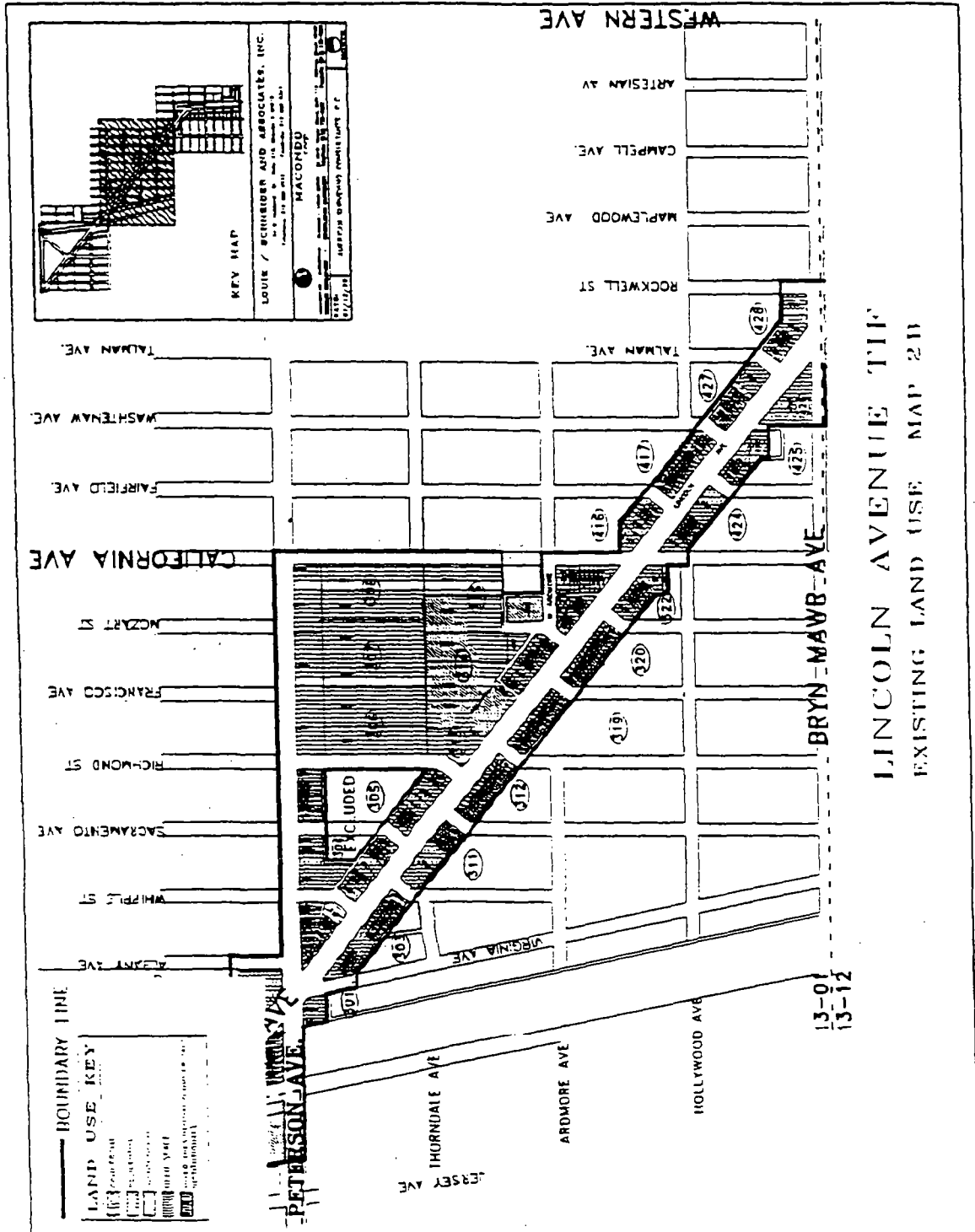
(Sub)Exhibit 4 - Map 2A.
 (To Lincoln Avenue Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Existing Land-Use.



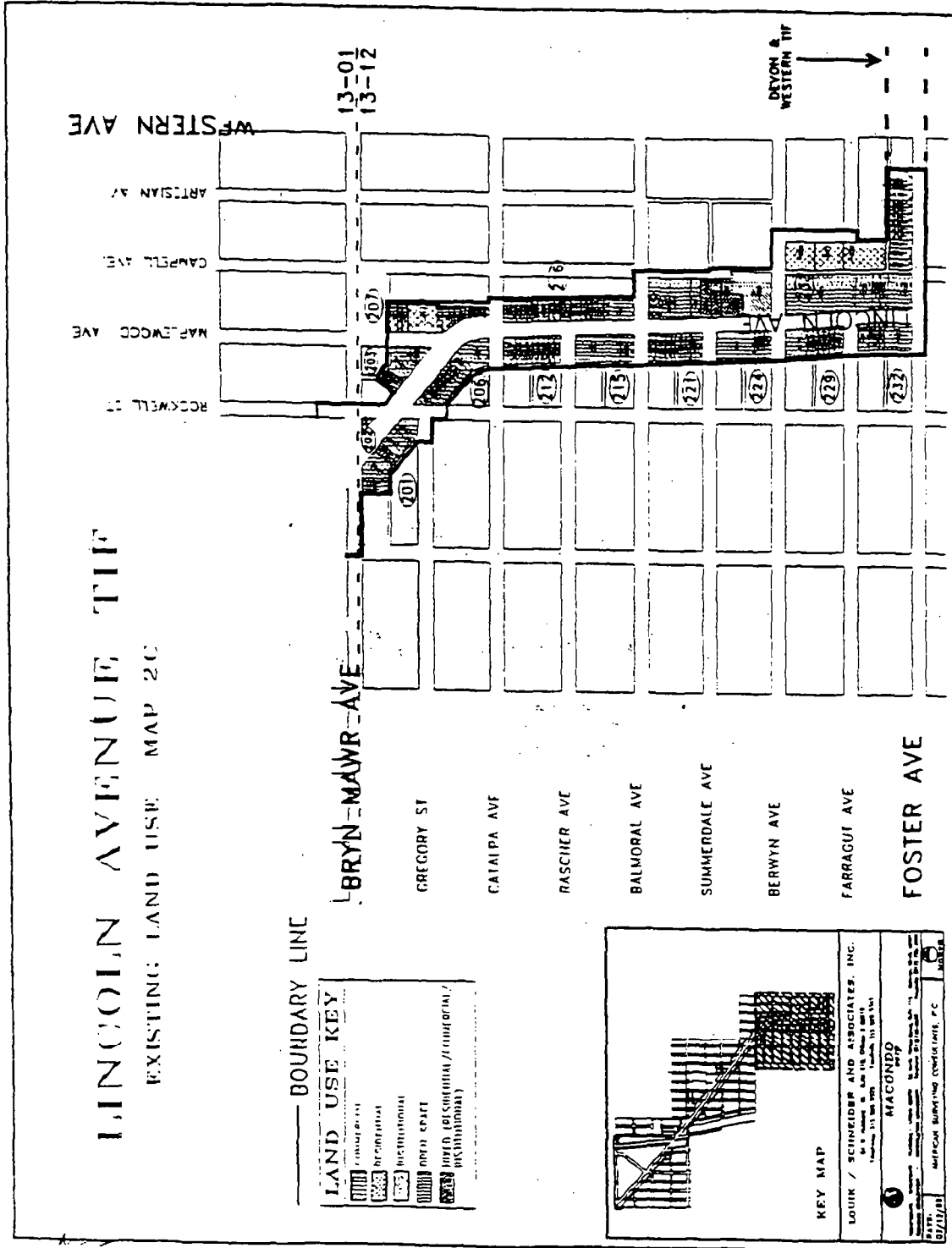
(Sub)Exhibit 4 - Map 2B.
(To Lincoln Avenue Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Existing Land-Use.



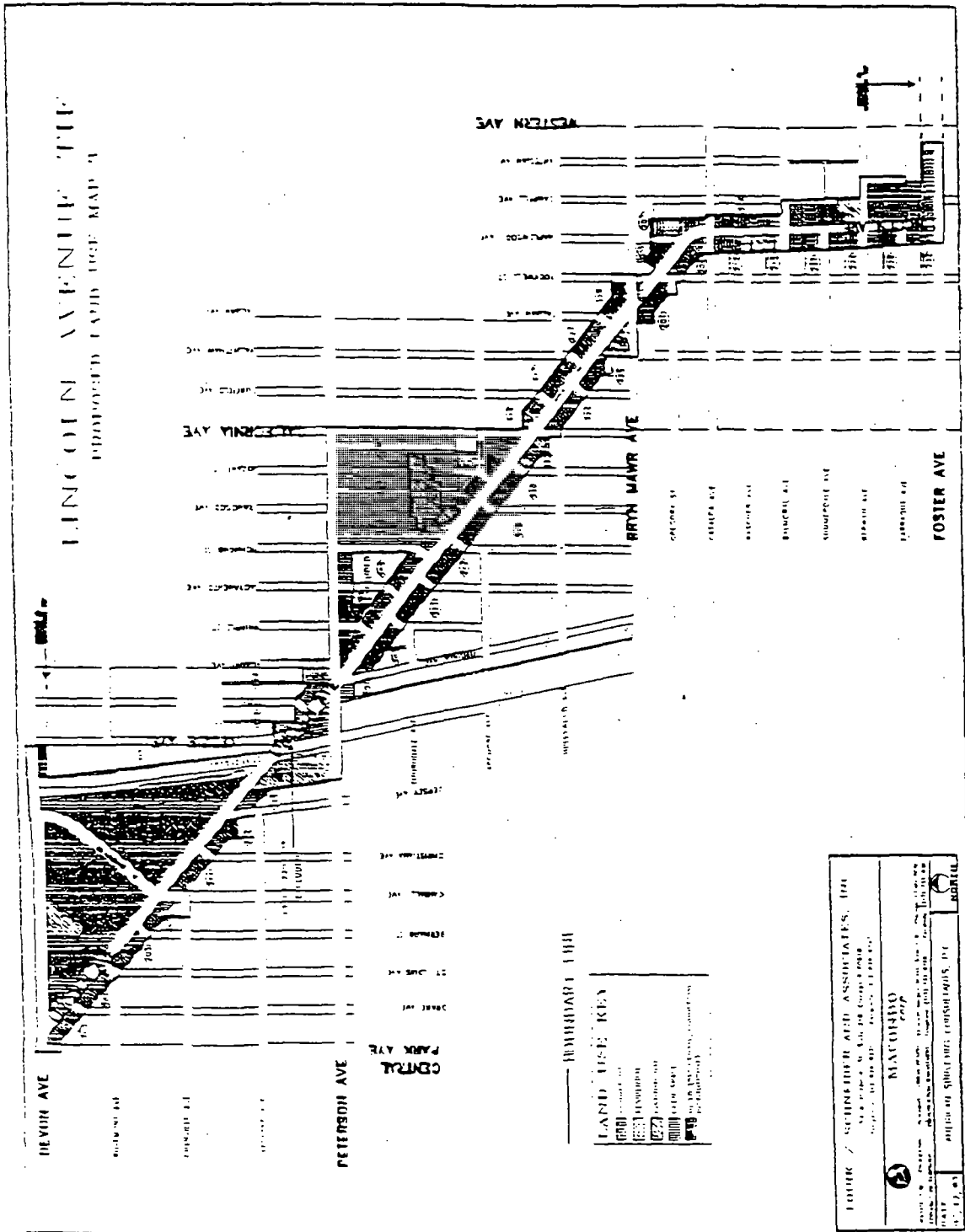
(Sub)Exhibit 4 - Map 2C.
(To Lincoln Avenue Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Existing Land-Use.



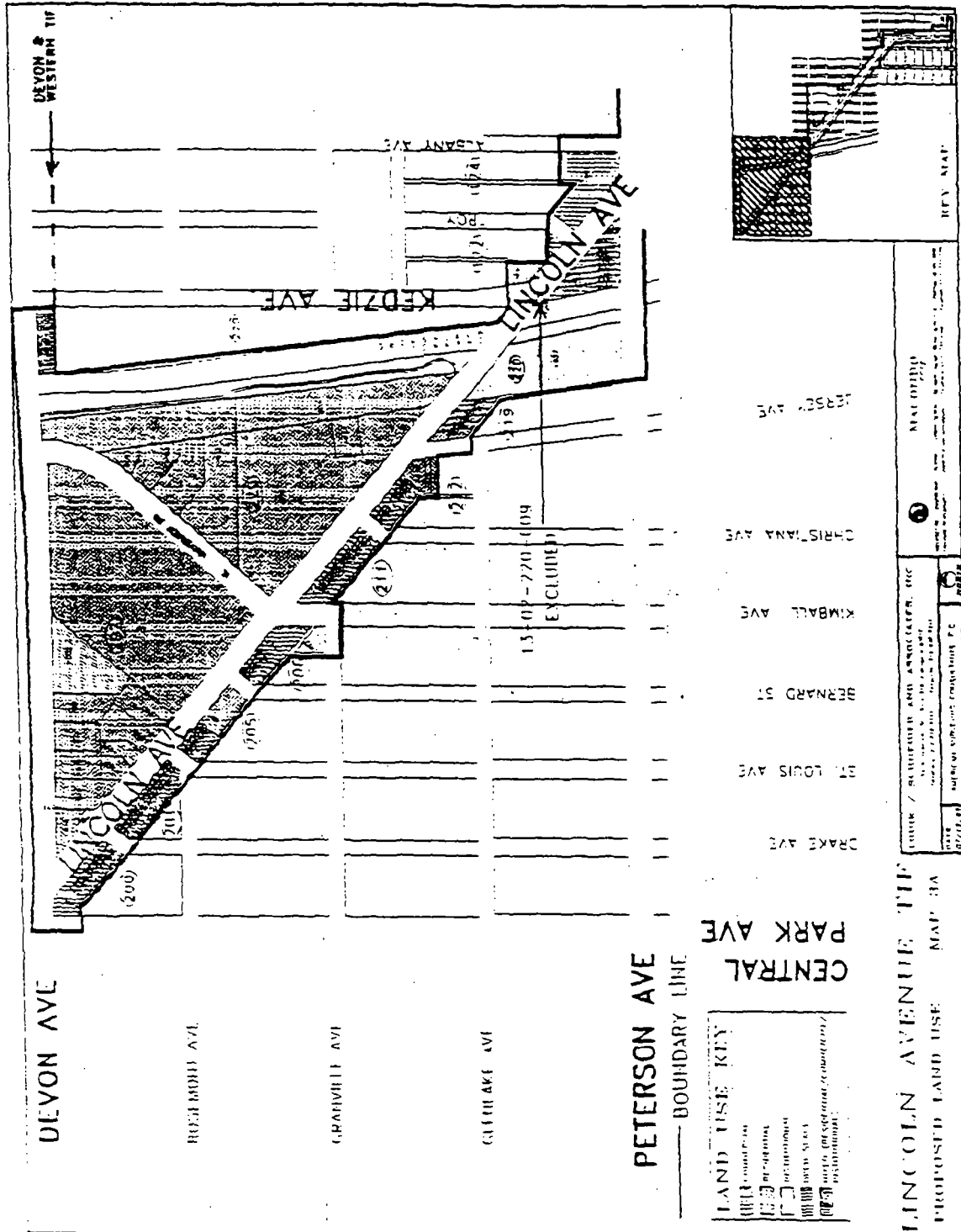
(Sub)Exhibit 4 - Map 3.
(To Lincoln Avenue Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Proposed Land-Use.



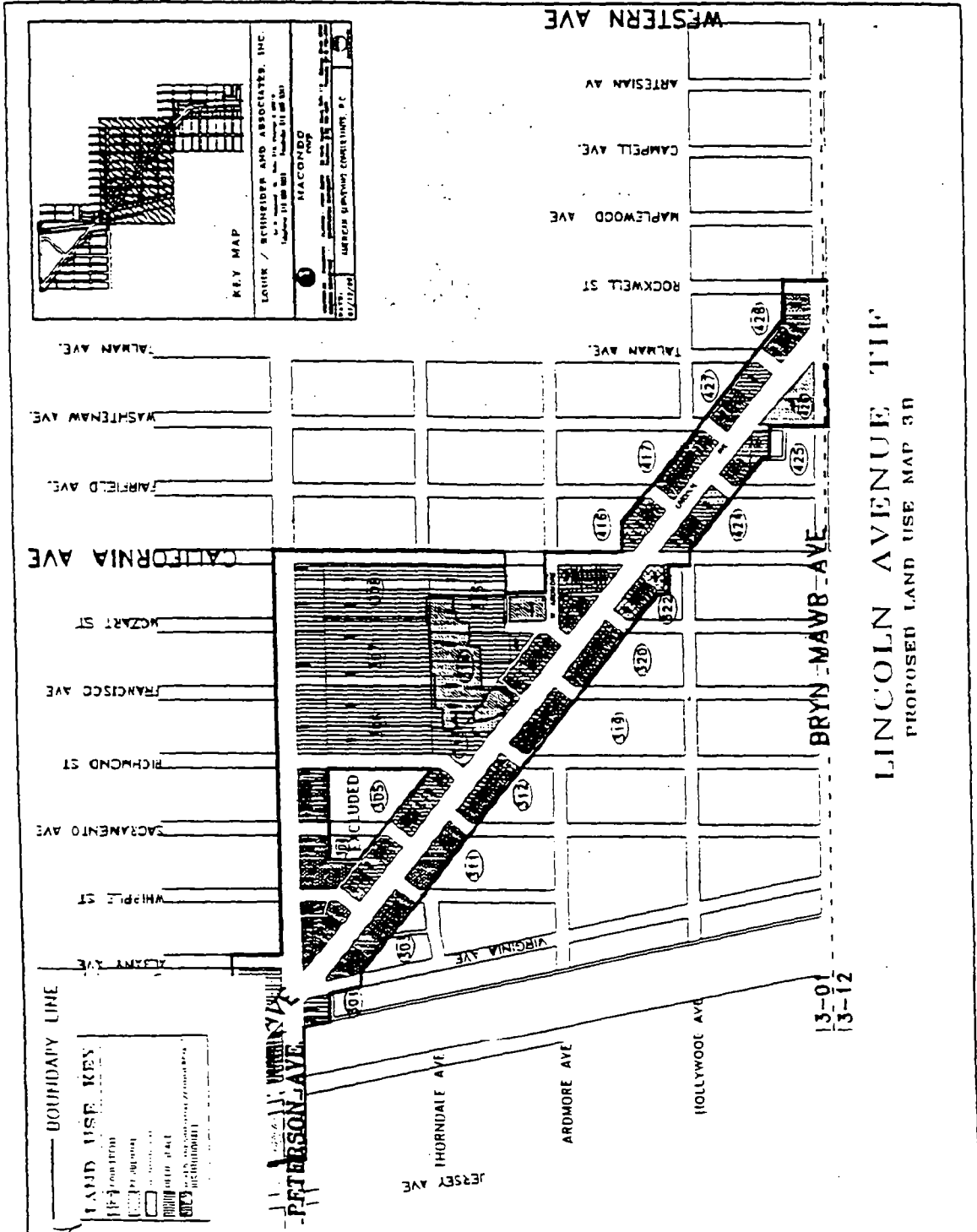
(Sub)Exhibit 4 - Map 3A.
 (To Lincoln Avenue Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Proposed Land-Use.



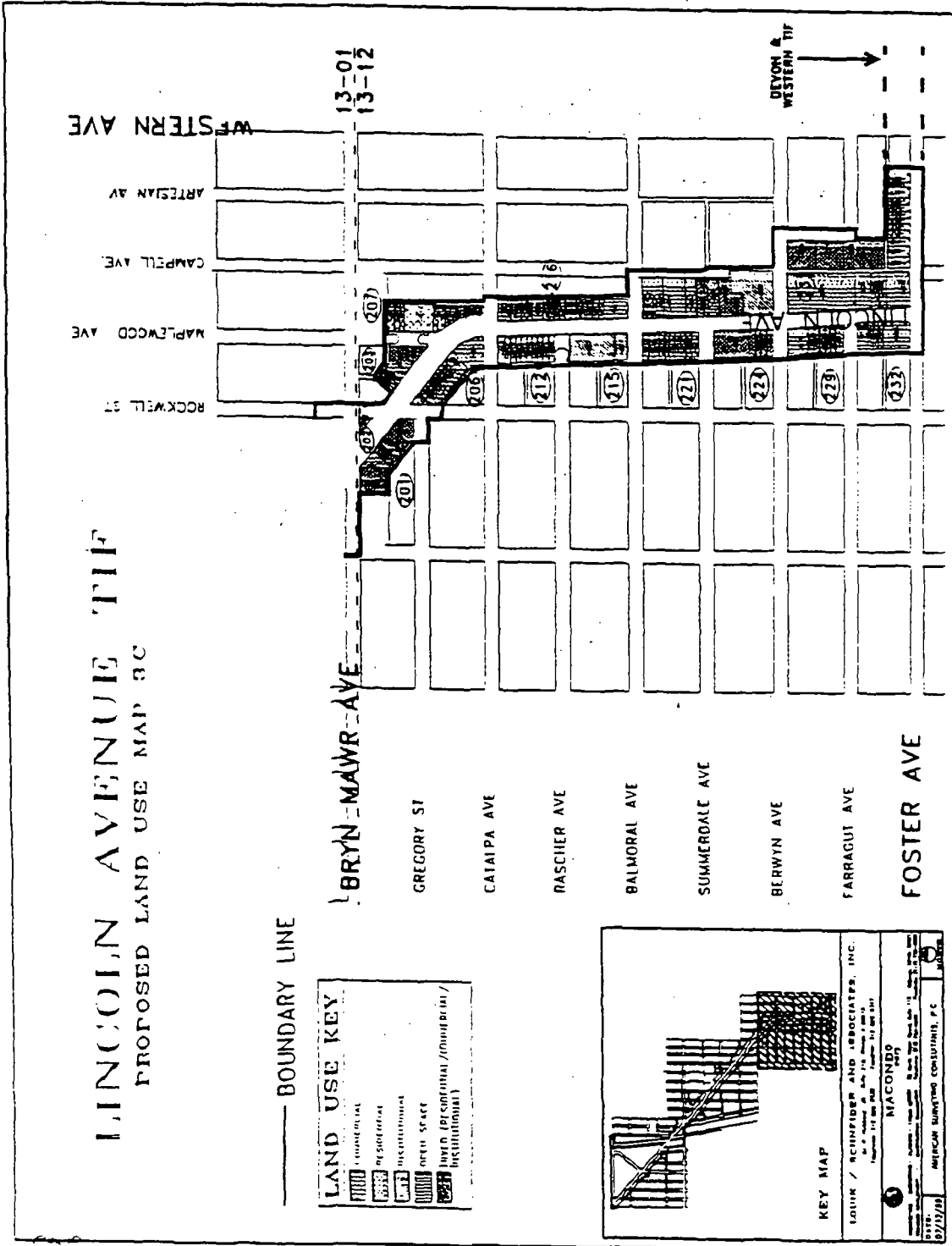
(Sub)Exhibit 4 - Map 3B.
 (To Lincoln Avenue Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Proposed Land-Use.



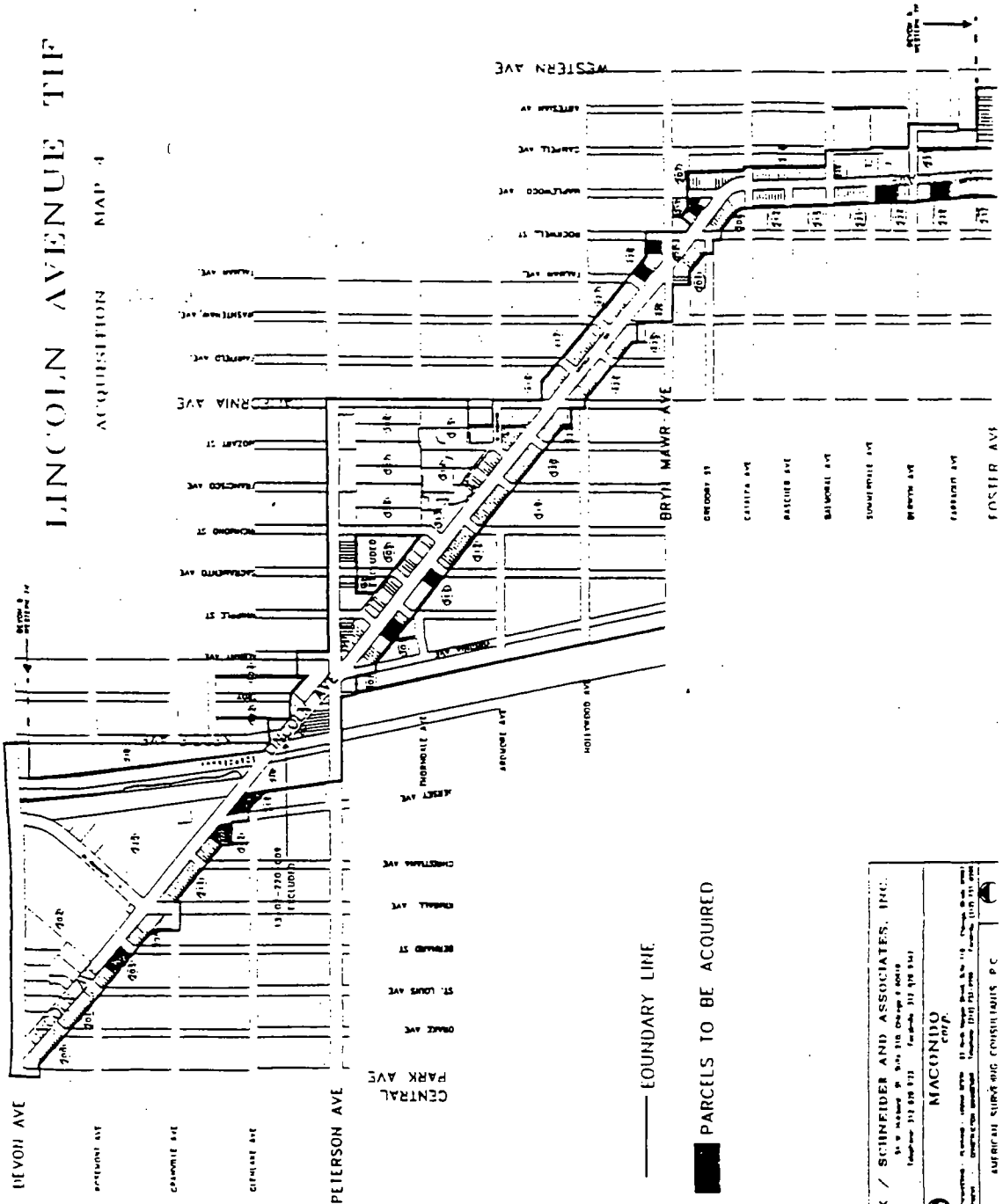
(Sub)Exhibit 4 - Map 3C.
 (To Lincoln Avenue Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Proposed Land-Use.



(Sub)Exhibit 4 - Map 4.
(To Lincoln Avenue Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Acquisition.



LOUIK / SCHIFFER AND ASSOCIATES, INC.
 31 W. Jackson St., Suite 310 Chicago, IL 60604
 Telephone: 312.598.9772 Fax: 312.598.9747

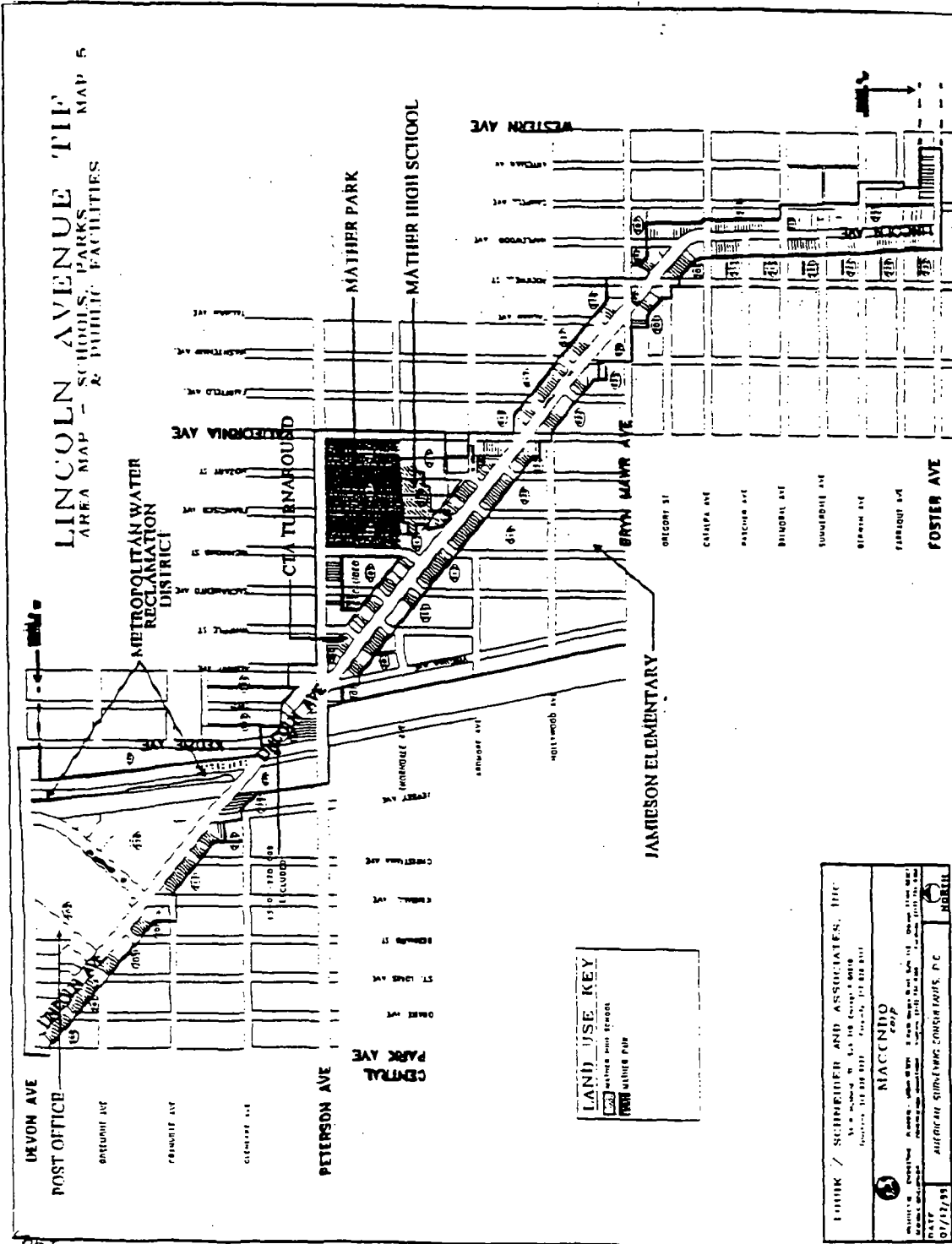
MACONDO
 corp.

DATE: _____

AUTOMATIC SURVEYING CONSULTANTS P.C.

(Sub)Exhibit 4 - Map 5.
 (To Lincoln Avenue Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Area Map - Schools, Parks And Public Facilities.



(Sub)Exhibit 2.

(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Building Code Violations.

- | | | |
|------------------------------|--------------------------------|-------------------------------|
| 1. 2820 W. Ardmore Avenue | 46. 5530 N. Lincoln Avenue | 91. 6135 N. Lincoln Avenue |
| 2. 2514 W. Berwyn Avenue | 47. 5535 N. Lincoln Avenue | 92. 6144 N. Lincoln Avenue |
| 3. 2600 W. Bryn Mawr Avenue | 48. 5540 N. Lincoln Avenue | 93. 6155 N. Lincoln Avenue |
| 4. 2625 W. Bryn Mawr Avenue | 49. 5549 N. Lincoln Avenue | 94. 6187 N. Lincoln Avenue |
| 5. 5723 N. California Avenue | 50. 5555 N. Lincoln Avenue | 95. 6191 N. Lincoln Avenue |
| 6. 5746 N. California Avenue | 51. 5567 N. Lincoln Avenue | 96. 6193 N. Lincoln Avenue |
| 7. 5748 N. California Avenue | 52. 5588 N. Lincoln Avenue | 97. 6200 N. Lincoln Avenue |
| 8. 5758 N. California Avenue | 53. 5600 N. Lincoln Avenue (2) | 98. 6250 N. Lincoln Avenue |
| 9. 5226 N. Campbell Avenue | 54. 5601 N. Lincoln Avenue | 99. 6252 N. Lincoln Avenue |
| 10. 5238 N. Campbell Avenue | 55. 5611 N. Lincoln Avenue | 100. 6254 N. Lincoln Avenue |
| 11. 5250 N. Campbell Avenue | 56. 5637 N. Lincoln Avenue | 101. 6265 N. Lincoln Avenue |
| 12. 3201 W. Devon Avenue | 57. 5664 N. Lincoln Avenue | 102. 6316 N. Lincoln Avenue |
| 13. 3343 W. Devon Avenue | 58. 5681 N. Lincoln Avenue | 103. 6321 N. Lincoln Avenue |
| 14. 3509 W. Devon Avenue | 59. 5695 N. Lincoln Avenue | 104. 6352 N. Lincoln Avenue |
| 15. 3511 W. Devon Avenue | 60. 5700 N. Lincoln Avenue | 105. 6374 N. Lincoln Avenue |
| 16. 3535 W. Devon Avenue | 61. 5721 N. Lincoln Avenue | 106. 5527 N. Maplewood Avenue |
| 17. 2440 W. Foster Avenue | 62. 5723 N. Lincoln Avenue | 107. 6249 N. McCormick Road |
| 18. 2454 W. Foster Avenue | 63. 5724 N. Lincoln Avenue | 108. 6257 N. McCormick Road |
| 19. 5757 N. Francisco Avenue | 64. 5731 N. Lincoln Avenue | 109. 2935 W. Peterson Avenue |
| 20. 6201 N. Kimball Avenue | 65. 5756 N. Lincoln Avenue | 110. 2949 W. Peterson Avenue |
| 21. 5200 N. Lincoln Avenue | 66. 5767 N. Lincoln Avenue | 111. 3100 W. Peterson Avenue |
| 22. 5202 N. Lincoln Avenue | 67. 5799 N. Lincoln Avenue | 112. 3200 W. Peterson Avenue |
| 23. 5228 N. Lincoln Avenue | 68. 5800 N. Lincoln Avenue | 113. 5612 N. Rockwell Street |
| 24. 5233 N. Lincoln Avenue | 69. 5816 N. Lincoln Avenue | 114. 5643 N. Washtenaw Avenue |
| 25. 5246 N. Lincoln Avenue | 70. 5835 N. Lincoln Avenue | 115. 5652 N. Washtenaw Avenue |
| 26. 5258 N. Lincoln Avenue | 71. 5854 N. Lincoln Avenue | |
| 27. 5300 N. Lincoln Avenue | 72. 5865 N. Lincoln Avenue | |
| 28. 5308 N. Lincoln Avenue | 73. 5868 N. Lincoln Avenue | |
| 29. 5315 N. Lincoln Avenue | 74. 5878 N. Lincoln Avenue | |
| 30. 5329 N. Lincoln Avenue | 75. 5900 N. Lincoln Avenue | |
| 31. 5331 N. Lincoln Avenue | 76. 5912 N. Lincoln Avenue | |
| 32. 5335 N. Lincoln Avenue | 77. 5933 N. Lincoln Avenue | |
| 33. 5346 N. Lincoln Avenue | 78. 5952 N. Lincoln Avenue | |
| 34. 5400 N. Lincoln Avenue | 79. 5962 N. Lincoln Avenue | |
| 35. 5401 N. Lincoln Avenue | 80. 5978 N. Lincoln Avenue | |
| 36. 5414 N. Lincoln Avenue | 81. 5984 N. Lincoln Avenue | |
| 37. 5415 N. Lincoln Avenue | 82. 6001 N. Lincoln Avenue | |
| 38. 5429 N. Lincoln Avenue | 83. 6037 N. Lincoln Avenue | |
| 39. 5441 N. Lincoln Avenue | 84. 6045 N. Lincoln Avenue | |
| 40. 5445 N. Lincoln Avenue | 85. 6060 N. Lincoln Avenue | |
| 41. 5455 N. Lincoln Avenue | 86. 6076 N. Lincoln Avenue | |
| 42. 5507 N. Lincoln Avenue | 87. 6100 N. Lincoln Avenue | |
| 43. 5520 N. Lincoln Avenue | 88. 6101 N. Lincoln Avenue | |
| 44. 5524 N. Lincoln Avenue | 89. 6112 N. Lincoln Avenue | |
| 45. 5528 N. Lincoln Avenue | 90. 6127 N. Lincoln Avenue | |

(Sub)Exhibit 3.
 (To Lincoln Avenue Tax Increment Finance
 Program Eligibility Study)

Distribution Of Criteria Matrix.
 (Page 1 of 2)

	Block	Age	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.	13 01 122	P		X	P				P	X			X	X	X	X
2.	13 01 123			X	X								X	X	X	X
3.	13 01 124				X								X	X	X	X
4.	13 01 301	X		X	X								X	X	X	X
5.	13 01 302	P		X	X				P				X	X	X	X
6.	13 01 303	X		X	X				P				X	X	X	X
7.	13 01 304	X	P	X	X					P	P		X	X	X	X
8.	13 01 305	X	P	X	X					P			X	X	X	X
9.	13 01 306			X	X										X	X
10.	13 01 307	P		X	X								P	P	X	X
11.	13 01 308	P		X	X								P	P	X	X
12.	13 01 311	X	X	X	X								X	X	X	X
13.	13 01 312	X	P	X	X				P				X	X	X	X
14.	13 01 313	X		X	X								X	X	X	X
15.	13 01 314	X		X	X				P	P			X	X	X	X
16.	13 01 315	X		X	X								X	P	X	X
17.	13 01 319	X	X	X	X						P		X	X	X	X
18.	13 01 320	X	P	X	X				P				X	X	X	X
19.	13 01 321	X		X	X				P	P	P		X	X	X	X
20.	13 01 322	X	X	X	X						X		X	X	X	X
21.	13 01 416	X		X	X					P			X	X	X	X
22.	13 01 421	X		X	X				P	X			X	X	X	X
23.	13 01 424	P		X	P								X	X	X	X
24.	13 01 425	X		X	X								X	X	X	X
25.	13 01 426	X		X	X					P			X	X	X	X
26.	13 01 427	X		X	X				X	P			X	X	X	X

Key

- X Present to a Major Extent
- P Present
- Not Present

Criteria

AGE

- 1 DILAPIDATION
- 2 OBSOLESCENCE
- 3 DETERIORATION
- 4 ILLEGAL USE OF INDIVIDUAL STRUCTURES
- 5 PRESENCE OF STRUCTURES BELOW MINIMUM CODE
- 6 ABANDONMENT
- 7 EXCESSIVE VACANCIES

8 OVERCROWDING

- 9 LACK OF VENTILATION, LIGHT OR SANITARY FACILITIES
- 10 INADEQUATE UTILITIES
- 11 EXCESSIVE LAND COVERAGE
- 12 DELETERIOUS LAND USE OR LAYOUT
- 13 DEPRECIATION OF PHYSICAL MAINTENANCE
- 14 LACK OF COMMUNITY PLANNING

(Sub)Exhibit 3.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Distribution Of Criteria Matrix.
(Page 2 of 2)

	Block	Age	1	2	3	4	5	6	7	8	9	10	11	12	13	14
27	13 01 428	X		X	X								X	X	X	X
28	13 02 200	P		X	X								X	X	X	X
39	13 02 201	P		X	X				P	P	P		X	X	X	X
30	13 02 202	P		X	X				P		P		P	P	X	X
31	13 02 205	X		X	X								X	X	X	X
32	13 02 206	X		X	X				P	P			X	X	X	X
33	13 02 211	X	P	X	X				X	P	P		X	X	X	X
34	13 02 212	X		X	X						P		X	X	X	X
35	13 02 219	X		X	X								X	X	X	X
36	13 02 220	P	P	X	X				P	P	P		X	P	X	X
37	13 12 201	X	P	X	X					P			X	X	X	X
38	13 12 202			X	X									X	X	X
39	13 12 203	P		X	X				P				X	X	X	X
40	13 12 206	X	P	X	X								X	X	X	X
41	13 12 207	X		X	X				P	P			X	X	X	X
42	13 12 212	X	X	X	X				X				X	X	X	X
43	13 12 215	X	X	X	X								X	X	X	X
44	13 12 216	X		X	X				P	P	P		X	X	X	X
45	13 12 221	X	P	X	X					X			X	X	X	X
46	13 12 224	P	P	X	X				X				X	X	X	X
47	13 12 225	X	X	X	X				X		P		X	X	X	X
48	13 12 229	X	P	X	X				P				X	X	X	X
49	13 12 232	X		X	X				X				X	X	X	X
50	13 12 233	X	P	X	X								X	X	X	X

Key

X Present to a Major Extent
P Present
Not Present

Criteria

AGE

1 DILAPIDATION
2 OBSOLESCENCE
3 DETERIORATION
4 ILLEGAL USE OF INDIVIDUAL STRUCTURES
5 PRESENCE OF STRUCTURES BELOW
MINIMUM CODE
6 ABANDONMENT
7 EXCESSIVE VACANCIES

8 OVERCROWDING

9 LACK OF VENTILATION, LIGHT OR SANITARY
FACILITIES

10 INADEQUATE UTILITIES

11 EXCESSIVE LAND COVERAGE

12 DELETERIOUS LAND USE OR LAYOUT

13 DEPRECIATION OF PHYSICAL MAINTENANCE

14 LACK OF COMMUNITY PLANNING

(Sub)Exhibit 4.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 1 of 7)

A. Block Number	13 01 122	13 01 123	13 01 124	13 01 301	13 01 302	13 01 303	13 01 304	13 01 305
B. Number of Buildings	3	1	1	1	2	6	7	9
C. Number of Parcels	2	10	1	2	10	15	11	16
1. Number of buildings 35 years or older	1	0	0	1	2	6	5	8
2. A. Number of buildings showing decline of physical maintenance	2	1	1	1	2	6	5	7
2. B. Number of parcels exhibiting decline of physical maintenance	2	9	1	2	10	15	7	13
3. A. Number of deteriorated buildings	1	1	1	1	1	6	5	7
3. B. Number of parcels that are deteriorated	1	9	1	2	9	15	7	11
4. Number of dilapidated buildings	0	0	0	0	0	0	1	1
5. A. Number of obsolete buildings	3	1	0	1	2	6	7	9
5. B. Number of obsolete parcels	2	10	0	2	10	15	11	16
6. Number of buildings below minimum code	2	0	2	0	0	4	1	3
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	0	0	0	0	2	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	1	0	0	0	1	1	0	0
10. Total number of eligibility factors represented in block	9	6	5	7	8	8	10	9

(Sub)Exhibit 4.
 (To Lincoln Avenue Tax Increment Finance
 Program Eligibility Study)

Matrix Of Conservation Factors.
 (Page 2 of 7)

A. Block Number	13 01 306	13 01 307	13 01 308	13 01 311	13 01 312	13 01 313	13 01 314	13 01 315	13 01 319
B. Number of Buildings	0	0	0	2	9	0	8	2	9
C. Number of Parcels	3	3	4	5	13	2	14	4	13
1. Number of buildings 35 years or older	0	0	0	2	9	0	6	1	9
2. A. Number of buildings showing decline of physical maintenance	0	0	0	2	9	0	8	2	9
2. B. Number of parcels exhibiting decline of physical maintenance	3	3	4	5	13	2	14	5	13
3. A. Number of deteriorated buildings	0	0	0	2	9	0	6	2	9
3. B. Number of parcels that are deteriorated	3	3	4	5	13	2	11	4	13
4. Number of dilapidated buildings	0	0	0	1	5	0	0	0	5
5. A. Number of obsolete buildings	0	0	0	2	9	0	8	2	9
5. B. Number of parcels that are obsolete	3	3	4	5	13	2	14	4	13
6. Number of buildings below minimum code	0	0	0	2	3	1	1	1	2
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	0	0	0	0	0	0	2
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	0	0	0	1	0	1	0	0
10. Total number of eligibility factors represented in the block	4	7	7	8	9	7	9	7	9

(Sub)Exhibit 4.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 3 of 7)

A. Block Number	13 01 320	13 01 321	13 01 322	13 01 416	13 01 417	13 01 424	13 01 425	13 01 426
B. Number of Buildings	6	6	1	4	4	2	3	3
C. Number of Parcels	13	14	8	5	12	7	5	1
1. Number of buildings 35 years or older	5	6	1	4	4	1	2	2
2. A. Number of buildings showing decline of physical maintenance	6	5	1	4	4	1	2	3
2. B. Number of parcels exhibiting decline of physical maintenance	13	12	8	5	10	6	3	1
3. A. Number of deteriorated buildings	6	6	1	4	4	2	2	3
3. B. Number of parcels that are deteriorated	13	12	8	5	7	2	3	1
4. Number of dilapidated buildings	1	0	1	0	0	0	0	0
5. A. Number of obsolete buildings	6	6	1	4	4	1	3	1
5. B. Number of parcels that are obsolete	13	14	8	5	12	6	5	1
6. Number of buildings below minimum code	2	5	2	2	3	1	1	1
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	1	1	0	0	0	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	1	0	0	1	0	0	0
10. Total number of eligibility factors represented in the block	9	10	9	8	9	7	7	8

(Sub)Exhibit 4.
 (To Lincoln Avenue Tax Increment Finance
 Program Eligibility Study)

Matrix Of Conservation Factors.
 (Page 4 of 7)

A. Block Number	13 01 427	13 01 428	13 02 200	13 02 201	13 02 202	13 02 205	13 02 206
B. Number of Buildings	4	3	3	7	12	3	4
C. Number of Parcels	6	6	11	16	13	7	8
1. Number of buildings 35 years or older	4	3	2	2	3	3	3
2. A. Number of buildings showing decline of physical maintenance	4	3	3	6	10	3	4
2. B. Number of parcels exhibiting decline of physical maintenance	5	6	11	14	9	7	8
3. A. Number of deteriorated buildings	3	3	3	6	9	3	4
3. B. Number of parcels that are deteriorated	4	6	11	13	8	7	8
4. Number of dilapidated buildings	0	0	0	0	0	0	0
5. A. Number of obsolete buildings	3	3	3	7	9	3	4
5. B. Number of parcels that are obsolete	5	6	11	16	8	7	8
6. Number of buildings below minimum code	2	4	2	1	6	3	1
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	0	1	1	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	3	0	0	1	2	0	1
10. Total number of eligibility factors represented in the block	9	7	7	10	9	7	9

(Sub)Exhibit 4.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 5 of 7)

A. Block Number	13 02 211	13 02 212	13 02 219	13 02 220	13 12 201	13 12 202	13 12 203	13 12 206
B. Number of Buildings	6	5	2	11	4	0	3	5
C. Number of Parcels	14	11	6	11	7	1	5	10
1. Number of buildings 35 years or older	5	5	2	2	4	0	2	4
2. A. Number of buildings showing decline of physical maintenance	5	5	2	10	4	0	2	5
2. B. Number of parcels exhibiting decline of physical maintenance	12	11	6	9	7	1	3	10
3. A. Number of deteriorated buildings	5	5	2	9	4	0	3	5
3. B. Number of parcels that are deteriorated	12	11	6	7	7	1	4	8
4. Number of dilapidated buildings	2	0	0	1	3	0	0	2
5. A. Number of obsolete buildings	6	5	2	7	4	0	3	5
5. B. Number of parcels that are obsolete	14	11	6	7	7	1	4	9
6. Number of buildings below minimum code	0	3	2	12	5	0	3	3
7. Number of buildings lacking ventilation, light, or sanitation facilities	1	2	0	1	0	0	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	3	0	0	3	0	0	1	0
10. Total number of eligibility factors represented in block	11	8	7	11	9	5	8	8

(Sub)Exhibit 4.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 6 of 7)

A. Block Number	13 12 207	13 12 212	13 12 215	13 12 216	13 12 221	13 12 224	13 12 225	13 12 229
B. Number of Buildings	6	1	1	12	5	2	5	2
C. Number of Parcels	12	10	2	19	10	4	9	7
1. Number of buildings 35 years or older	5	1	1	9	5	1	5	2
2. A. Number of buildings showing decline of physical maintenance	5	1	1	9	5	2	5	2
2. B. Number of parcels exhibiting decline of physical maintenance	6	10	2	15	10	4	9	7
3. A. Number of deteriorated buildings	5	1	1	10	5	2	5	2
3. B. Number of parcels that are deteriorated	6	10	2	16	10	4	9	7
4. Number of dilapidated buildings	0	1	1	0	2	1	3	1
5. A. Number of obsolete buildings	5	1	1	11	5	2	3	2
5. B. Number of parcels that are obsolete	6	10	2	18	10	4	6	7
6. Number of buildings below minimum code	2	0	2	6	2	2	4	3
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	0	1	0	0	1	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	2	1	0	2	0	2	3	1
10. Total number of eligibility factors represented in block	9	9	8	10	9	9	10	9

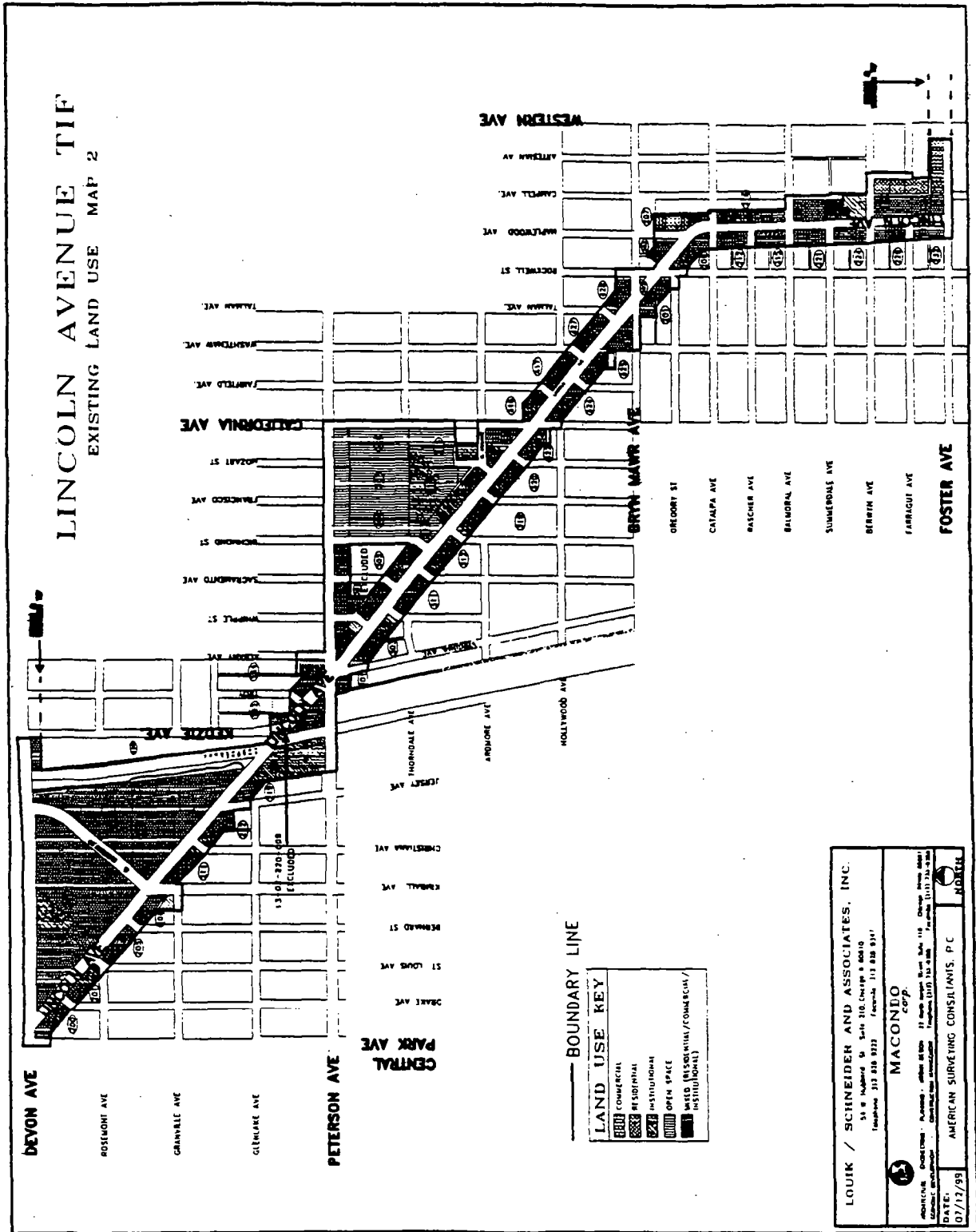
(Sub)Exhibit 4.
 (To Lincoln Avenue Tax Increment Finance
 Program Eligibility Study)

Matrix Of Conservation Factors.
 (Page 7 of 7)

A. Block Number	13 12 232	13 12 233
B. Number of Buildings	2	17
C. Number of Parcels	5	20
1. Number of buildings 35 years or older	1	15
2. A. Number of buildings showing decline of physical maintenance	2	16
2. B. Number of parcels exhibiting decline of physical maintenance	5	19
3. A. Number of deteriorated buildings	2	15
3. B. Number of parcels that are deteriorated	5	18
4. Number of dilapidated buildings	0	1
5. A. Number of obsolete buildings	1	12
5. B. Number of parcels that are obsolete	4	12
6. Number of buildings below minimum code	2	6
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0
8. Number of buildings with illegal uses	0	0
9. Number of buildings with excessive vacancies	1	0
10. Total number of eligibility factors represented in block	8	8

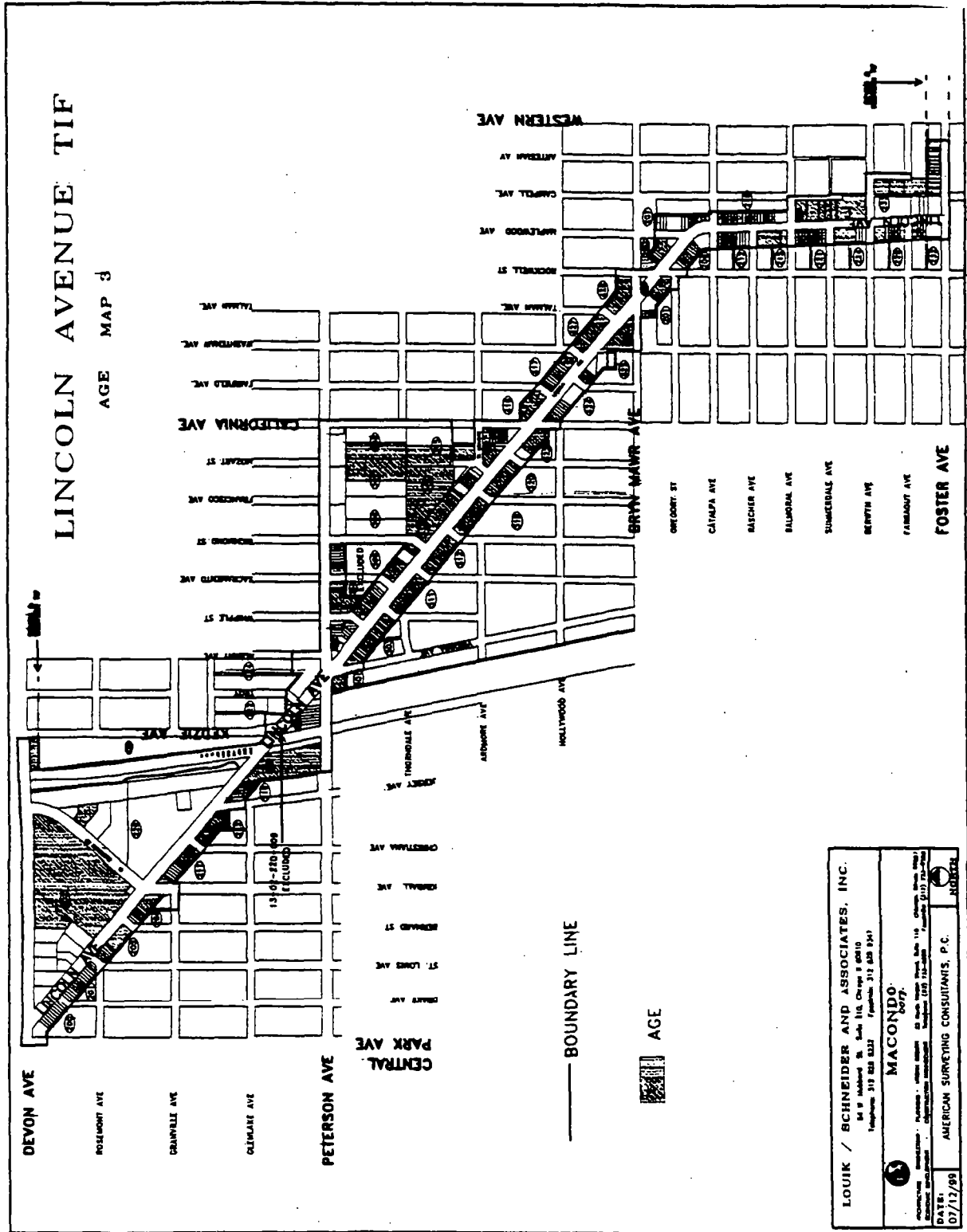
(Sub)Exhibit 5 - Map 2.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Existing Land-Use Map.



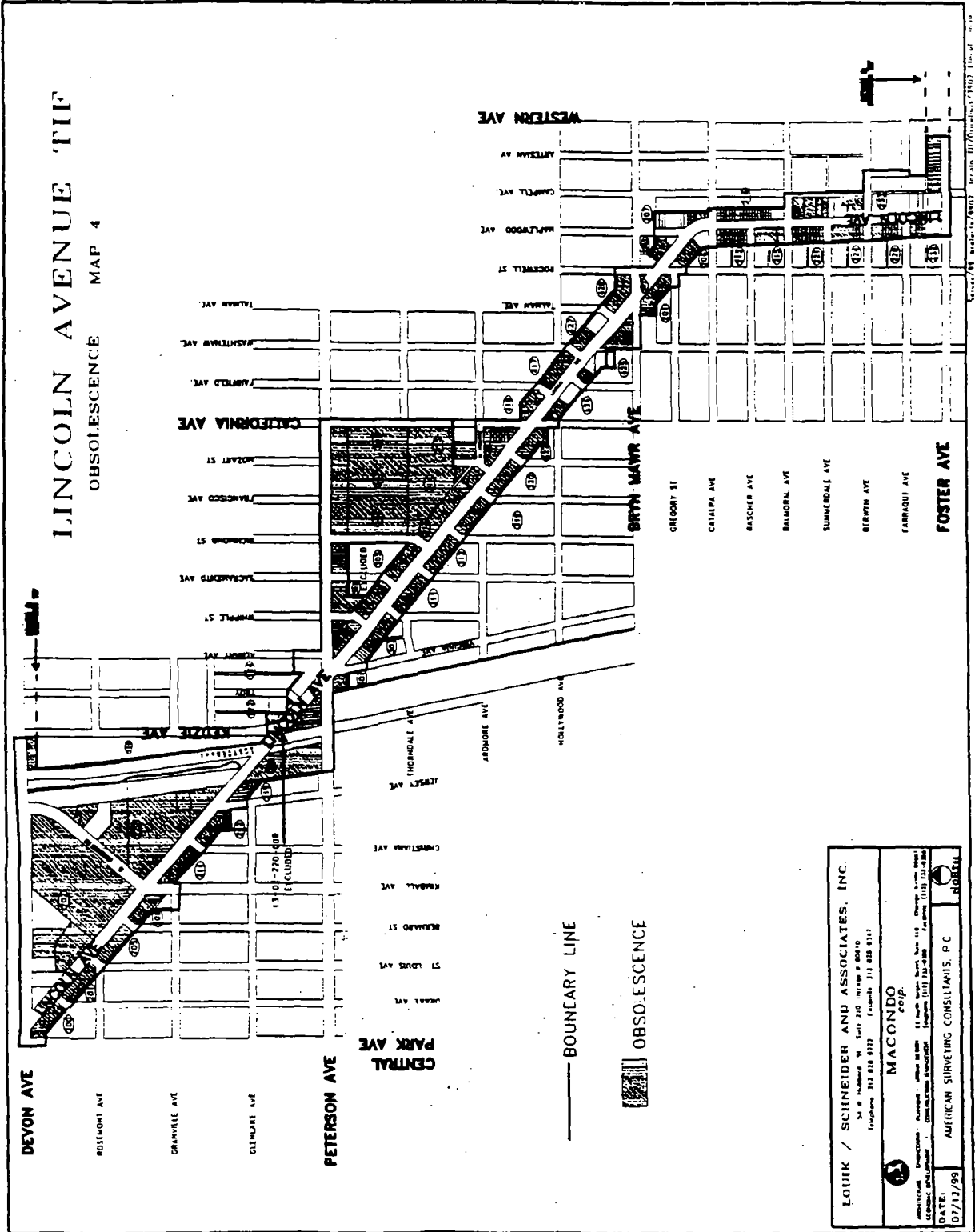
(Sub)Exhibit 5 - Map 3.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Age.



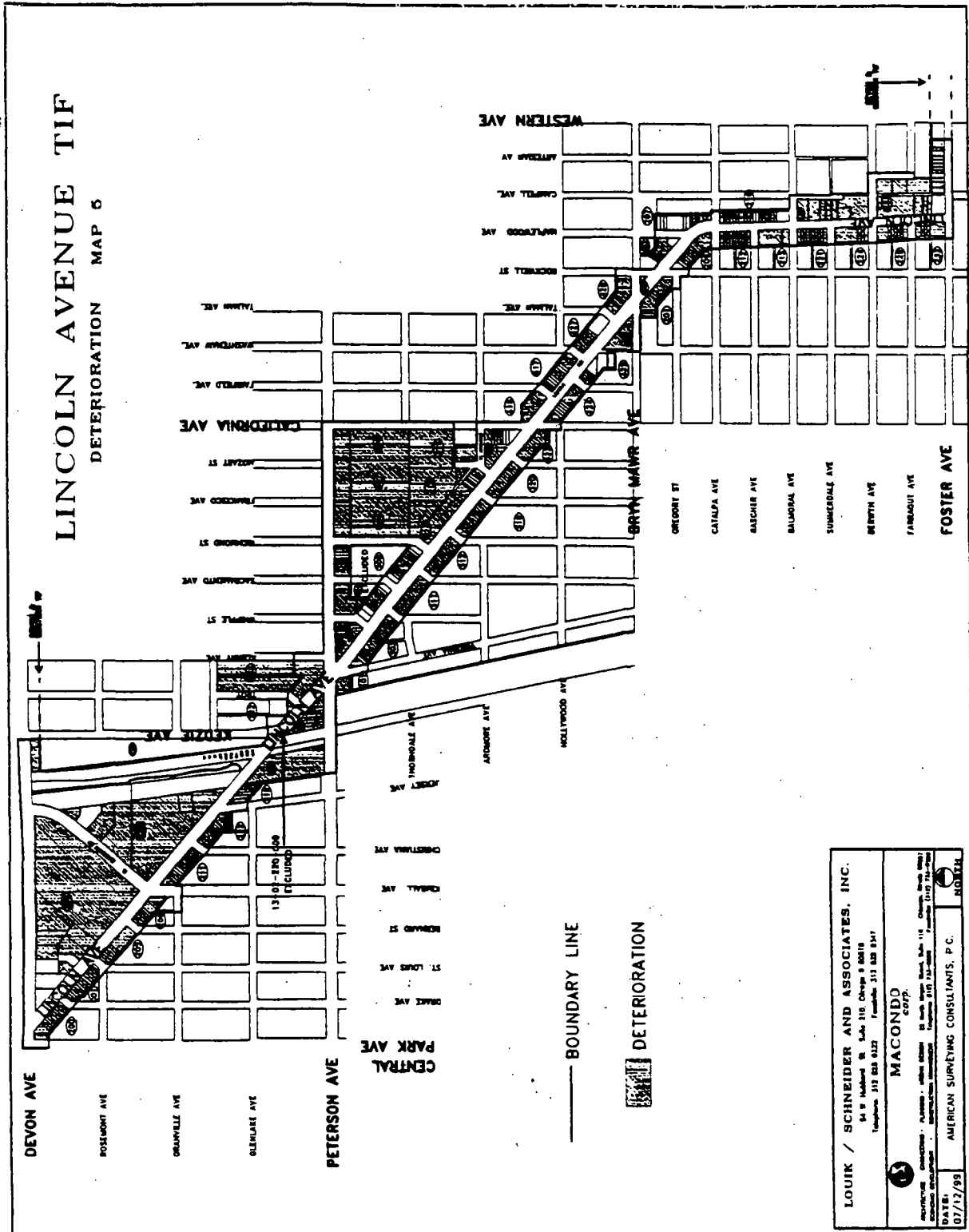
(Sub)Exhibit 5 - Map 4.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Obsolescence.



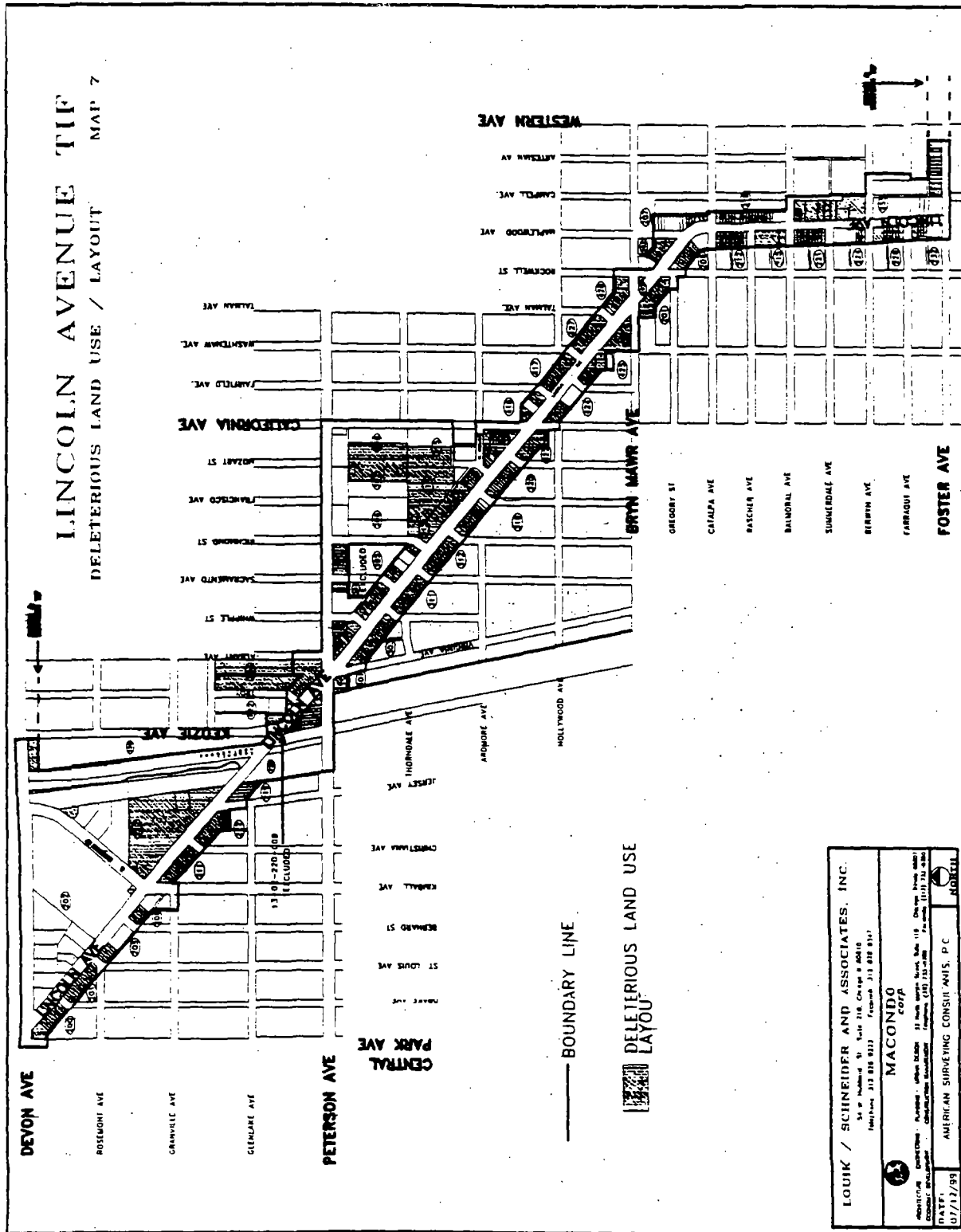
(Sub)Exhibit 5 - Map 5.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Deterioration.



(Sub)Exhibit 5 - Map 7.
(To Lincoln Avenue Tax Increment Finance
Program Eligibility Study)

Deleterious Land-Use/Layout.



(Sub)Exhibit 5 - Map 8.
 (To Lincoln Avenue Tax Increment Finance
 Program Eligibility Study)

Depreciation Of Physical Maintenance.

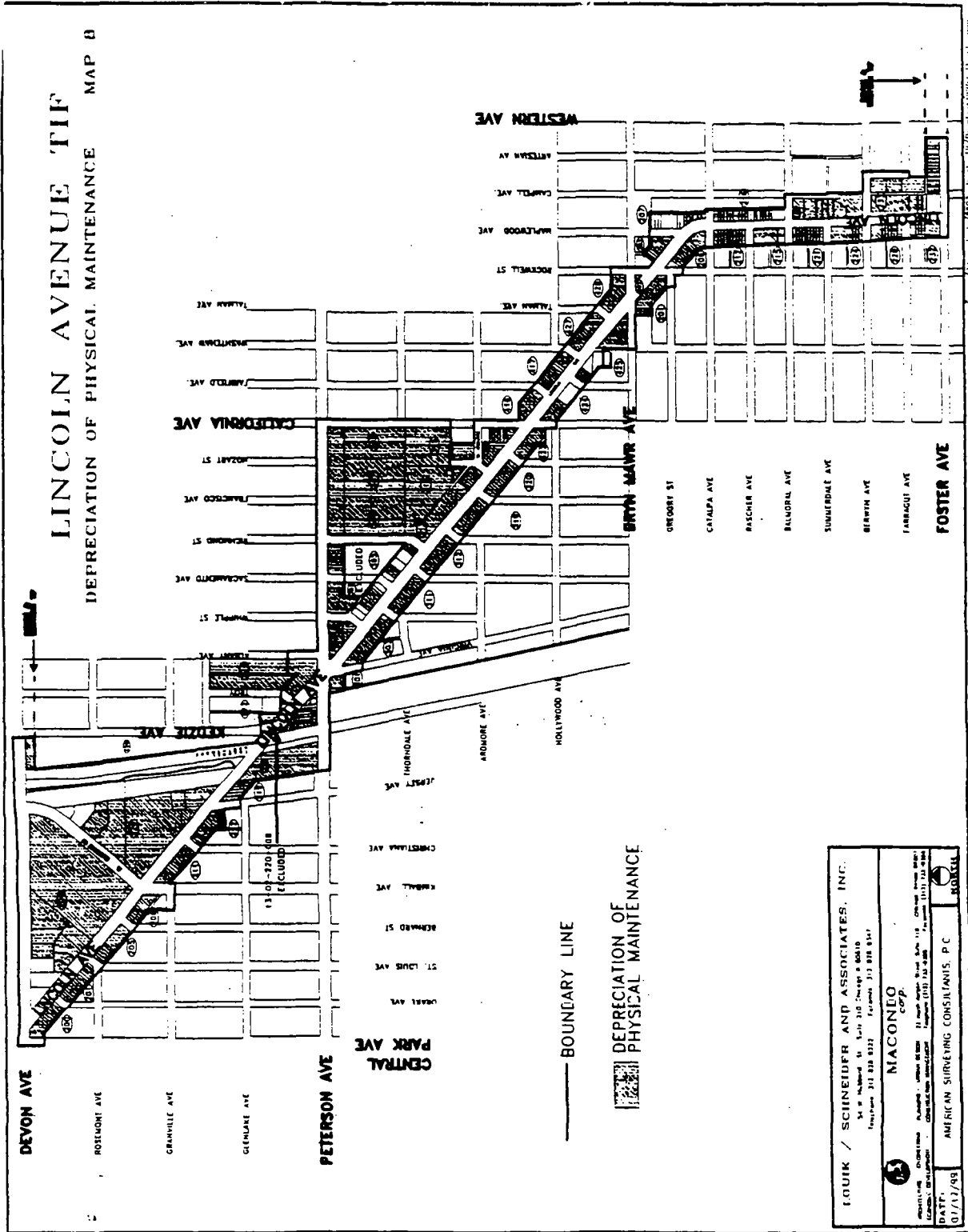


Exhibit "B".
(To Ordinance)

State of Illinois)
) SS.
County of Cook)

Certificate.

I, Raymond Redell, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a Regular Meeting held on the 14th Day of September, 1999, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 14th day of September, 1999.

(Signed) Raymond Redell
 Assistant Secretary

Resolution 99-CDC-171 referred to in this Certificate reads as follows:

*Community Development Commission
Of The
City Of Chicago*

Resolution 99-CDC-141

*Recommending To The City Council Of
The City Of Chicago
For The Proposed*

*Lincoln Avenue
Redevelopment Project Area:*

*Approval Of
A Redevelopment Plan,*

*Designation Of A
Redevelopment Project Area*

And

Adoption Of Tax Increment Allocation Financing.

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.)(1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations, studies and surveys of the Lincoln Avenue area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area") to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented to the Commission for its review the Lincoln Avenue Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project (the "Plan") (which has as an exhibit the Lincoln Avenue Tax Increment Finance Program Eligibility Study (the "Report")); and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Plan (with the Report attached thereto) was made available for public inspection and review prior to the adoption by the Commission of Resolution 99-CDC-150 on July 27, 1999 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first (1st) publication being on August 20, 1999, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second (2nd) publication being on August 24, 1999, both in the *Chicago Sun-Times*, being a newspaper of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on August 26, 1999, being a date not less than ten days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on July 27, 1999, being a date not less than forty-five (45) days prior to the date set for the Hearing, and an additional notice of the Hearing was given to the designated representatives of the Board (that attend the Board meeting) via messenger services on July 29, 1999; and

Whereas, Notice of the Hearing and copies of the Plan (with the Report attached thereto) were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on July 27, 1999, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice was sent to all taxpayers of record for properties proposed to be acquired by certified mail and regular mail on June 28, 1999 and August 24, 1999, these dates being at least fourteen (14) days prior to the C.D.C. meeting at which the Plan will be considered. The notice included the names of two (2) D.P.D. contact personnel and stated that a "service desk" will be available one (1) hour prior to the time of the meeting at the entrance of City Council Chambers, 2nd Floor, 121 North LaSalle Street; and

Whereas, The Hearing was held on September 14, 1999 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on July 30, 1999 at 10:00 A.M. (being a date no more than fourteen (14) days following the mailing of the notice to all taxing districts on July 27, 1998) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Commission has reviewed the Plan (with the Report attached thereto), considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

- a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;
- b. the Plan:
 - (i) conforms to the comprehensive plan for the development of the City as a whole; or
 - (ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

- c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years; and
- d. the Area would not reasonably be expected to be developed without the use of incremental revenues pursuant to the Act, and such incremental revenues will be exclusively utilized for the development of the Area; and
- e. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act; and
- f. as required pursuant to Section 5/11-74.4-3(p) of the Act:
 - (i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and
 - (ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: September 14, 1999.

[(Sub)Exhibit "A" referred to in this Resolution 99-CDC-171
unavailable at time of printing.]

Exhibit "C".
(To Ordinance)

Lincoln Avenue Redevelopment Plan.

Legal Description.

That part of Sections 1, 2 and 12, Township 40 North, Range 13 East of the Third Principal Meridian, all located in Cook County, State of Illinois, described as follows:

beginning at the intersection of the west line of North Central Park Avenue and the centerline of West Devon Avenue, said centerline of West Devon Avenue also being the north limits of the City of Chicago and the north line of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian; thence east along said centerline of West Devon Avenue to the west line of North Kedzie Avenue; thence south 126 feet along said west line of North Kedzie Avenue; thence west along a line south and parallel from the centerline of West Devon Avenue to the east bank of the North Shore Channel; thence southerly along said east bank of the North Shore Channel to the northeast line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to the west line of North Kedzie Avenue; thence northeasterly to the northwest corner of Lot 14 of Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater being a subdivision in the west half of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8231545; thence east along the north line of said Lot 14 of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater to the east line of Lots 1 through 13 inclusive of said Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater; thence south 105.51 feet, more or less, along the southerly extension of the east line of said Lots 1 through 13 inclusive of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to North

Edgewater to the north face of a concrete deck; thence east 4.48 feet, more or less, along said northerly face of a concrete deck to the northeast corner of said concrete deck; thence south 38.53 feet, more or less, along the east face of said concrete deck to the southeast corner of said concrete deck; thence west 3.83 feet, more or less, along the south face of said concrete deck to its intersection with the east line extended south of Lots 1 through 13 inclusive with the east line extended south of Lots 1 through 13 inclusive of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to Edgewater; thence south along said southerly extension of the east line of said Lots 1 through 13 inclusive to the northeasterly line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to its intersection with the north line of Block 8 of Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater in the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 6133092; thence east along said north line of Block 8 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater to the west line of Lot 10 in Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, said west line of Lot 10 in Block 7 being also the east line of North Troy Street; thence south along said east line of North Troy Street to the southwesterly line of said Lot 10 in Block 7 aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the east line of said Lot 10 of Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, being also the west line of the alley east of North Troy Street; thence north along said west line of the alley east of North Troy Street to the westerly extension of the north line of Lot 2 in Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater; thence east along said north line of Lot 2 in Block 7 and its easterly extension to the east line of North Albany Avenue; thence south along said east line of North Albany Avenue to the north line of West Peterson Avenue; thence east along said north line of West Peterson Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the easterly extension of the north line of Lot 272 of Krenn and Dato's Polo Grounds Addition to North Edgewater in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8719542; thence west along said north line of Lot 272 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater to the west line of said Lot 272, said west line of Lot 272 being also the east line of the alley west of North California Avenue; thence south along said east line of the alley west of North California Avenue to the north line of West Ardmore Avenue; thence east along said north line of West Ardmore Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the north line of Lot 17 in Block 28 of W.F. Kaiser and Company's

First Addition to Arcadia Terrace being a subdivision in the southwest quarter of the southeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5450347; thence east along said north line of Lot 17 in Block 28 of aforesaid W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision and its easterly extension to the west line of Lot 10 in Block 28 of said W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision, said west line of Lot 10 in Block 28 being also the east line of the alley east of North California Avenue; thence south along said east line of the alley east of North California Avenue to the southwesterly line of said Lot 10 in Block 28 of aforesaid W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision, said southwesterly line of Lot 10 in Block 28 being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the southeast corner of Lot 23 in Block 34 of W.F. Kaiser and Company's Second Addition to Arcadia Terrace being a subdivision in the southwest quarter of the southeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5520267; thence continuing southeasterly to the southwest corner of Lot 14 in Block 34 of aforesaid W.F. Kaiser and Company's Second Addition to Arcadia Terrace Subdivision, the south line of said Lot 14 in Block 34 being also the north line of the alley north of West Bryn Mawr Avenue; thence east along said north line of the alley north of West Bryn Mawr Avenue to the east line of North Rockwell Street; thence south along said east line of North Rockwell Street to the northeasterly line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to the southeasterly line of Lot 6 in Block 1 of Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, being a subdivision of the northeast quarter of the northeast quarter of the northeast quarter of Section 12, and that part easterly of Lincoln Avenue of the west half of the east half of the northeast quarter of Section 12 (excepting therefrom that part thereof lying south of a line 200 feet north of the north line of West Berwyn Avenue) all in Township 40 North, Range 13 East of the Third Principal Meridian (except streets heretofore dedicated) being Document Number 7879542; thence northeasterly along said southeasterly line of Lot 6 in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision to the southeast corner of said Lot 6 in Block 1; thence northeasterly to the southwest corner of Lot 5 in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, the southwesterly line of said Lot 5 in Block 1 being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the south line of Lots 1 through 4 inclusive in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said south line of Lots 1 through 4 inclusive in Block 1 being also the north line of the alley north of West Catalpa Avenue; thence east along said north line of the alley north of West

Catalpa Avenue to the northerly extension of the west line of Lot 39 in Block 2 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said west line of Lot 39 in Block 2 being also the east line of the alley east of North Maplewood Avenue; thence south along said east line of the alley east of North Maplewood Avenue to the north line of West Catalpa Avenue; thence east along said north line of West Catalpa Avenue to the northerly extension of the west line of Lot 38 in Block 3 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said west line of Lot 38 in Block 3 being also the east line of the alley east of North Lincoln Avenue; thence south along said east line of the alley east of North Lincoln Avenue to the north line of West Balmoral Avenue; thence east along said north line of West Balmoral Avenue to the northerly extension of the west line of Lot 44 of Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, being a resubdivision of Lots 8 to 13 both inclusive in Assessors Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 15659960, said west line of Lot 44 being also the east line of North Campbell Avenue south of West Balmoral Avenue; thence south along said east line of North Campbell Avenue to the southwest corner of Lot 40 of aforesaid Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition; thence southeasterly to the northwest corner of Lot 39 of aforesaid Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, the west line of said Lot 39 being also the east line of the alley east of North Lincoln Avenue; thence south along said east line of the alley east of North Lincoln Avenue to the north line of West Berwyn Avenue; thence east along said north line of West Berwyn Avenue to the northerly extension of the east line of North Campbell Avenue; thence south along said east line of North Campbell Avenue and its southerly extension to the south line of West Farragut Avenue; thence west along said south line of West Farragut Avenue to the west line of Lot 11 of Greenhoff's Resubdivision of Berwyn/Western Subdivision, a subdivision of part of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 14367459; thence south along said west line of Lot 11 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the south line of said Lot 11, said south line of Lot 11 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the northerly extension of the east line of Lot 7 of Budlong's Subdivision of the south half of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 2066417; thence south along said east line of Lot 7 of aforesaid Budlong's Subdivision and its southerly extension to the south line of West Foster Avenue; thence west along said south line of West Foster Avenue to the southerly

extension of the east line of Lot 84 in Oliver Salinger and Company's Lincoln Avenue Subdivision being a subdivision of that part of the south half of the west half of the east half of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian lying west of North Lincoln Avenue, being Document Number 9119046, said east line of Lot 84 being also the west line of the alley west of North Lincoln Avenue; thence north along said west line of the alley west of North Lincoln Avenue to the south line of West Catalpa Avenue; thence northerly to the southeast corner of Lot 801 of Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 being a subdivision of the northwest quarter of the northeast quarter (except that part lying northeasterly of North Lincoln Avenue and except part taken for streets) in Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, also that part of the north half of the west half of the east half of the northeast quarter lying west of North Lincoln Avenue in said Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 9382599; thence northwesterly along the northeasterly line of Lots 801 through 804 inclusive of said Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 to the east line of North Rockwell Street; thence west along a line perpendicular to said east line of North Rockwell Street to the west line of said North Rockwell Street; thence north along said west line of North Rockwell Street to the south line of West Gregory Street; thence west along said south line of West Gregory Street to a line perpendicular to said south line of West Gregory Street and passing through the southeast corner of Lot 709 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3; thence north to the southeast corner of said Lot 709 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3, the northeasterly line of said Lot 709 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to north line of Lots 697 through 708 inclusive of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3, said north line of Lots 697 through 708 inclusive being also the south line of the alley south of West Bryn Mawr Avenue; thence west along said south line of the alley south of West Bryn Mawr Avenue to the southerly extension of the west line of Lot 643 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3; thence north along said west line of Lot 643 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 to the south line of West Bryn Mawr Avenue; thence west along said south line of West Bryn Mawr Avenue to the southerly extension of the east line of the vacated street by ordinance on Document Number 16879237; thence north along said east line of the vacated street to the easterly extension of the north line of Lot 5 in Block 1 of Fred W. Brummel and Company's Subdivision being a subdivision of the south half of the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian being Document Number 7773505; thence west along said north line of Lot 5 in Block 1 to the southerly extension of the east line of

Lots 3 and 4 inclusive of said Block 1; thence north along said east line of Lots 3 to 4 inclusive in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision to the north line of said Lot 3 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision; thence west along said north line of Lot 3 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision, and its westerly extension to the east line of Lots 16 and 17 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision, said east line of Lots 16 and 17 in Block 1 being also the west line of the alley east of North Fairfield Avenue; thence north along said west line of the alley east of North Fairfield Avenue to northeasterly line of Lots 17 and 18 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision, said northeasterly line of Lots 17 and 18 in Block 1, being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North California Avenue; thence west to the intersection of the west line of North California Avenue and the south line of west Hollywood Avenue; thence west along the south line of West Hollywood Avenue to the southerly extension of the east line of Lot 10 in Block 46 of W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5557707, said east line of Lot 10 in Block 46 being also the west line of the alley west of North California Avenue; thence north along said west line of the alley west of North California Avenue to the northeasterly line of Lot 12 in Block 46 of aforesaid W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace, said northeasterly line of Lot 12 in Block 46 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Virginia Avenue; thence westerly along a line perpendicular to said east line of North Virginia Avenue to the west line of said North Virginia Avenue; thence northerly along said west line of North Virginia Avenue to the south line of Lot 1 in Block 39 of aforesaid W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace, said south line of Lot 1 in Block 39 being also the north line of the alley south of West Peterson Avenue; thence west along said north line of the alley south of West Peterson Avenue to the east line of the right-of-way of the Sanitary District of Chicago; thence north along said east line of the right-of-way of the Sanitary District of Chicago to the south line of West Peterson Avenue; thence west along said south line of West Peterson Avenue to the west line of the right-of-way of the Sanitary District of Chicago; thence north along said west line of the right-of-way of the Sanitary District of Chicago to the southeasterly extension of the northeasterly line of Lot 7 in Block 3 of Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater being a subdivision in the northeast fractional quarter south of the Indian Boundary Line of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8463190, said northeasterly line

of Lot 7 in Block 3 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Jersey Avenue; thence westerly along a line perpendicular to said east line of North Jersey Avenue to the west line of said North Jersey Avenue; thence north along said west line of North Jersey Avenue to the south line of Lot 12 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater; thence west along said south line of Lot 12 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater and its westerly extension to the east line of Lots 21 through 25 inclusive in said Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater, said east line of Lots 21 through 25 inclusive in Block 1 being also the west line of the alley west of North Jersey Avenue; thence north along said west line of the alley west of North Jersey Avenue to the northeasterly line of Lot 25 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater, said northeasterly line of Lot 25 in Block 1 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Kimball Avenue; thence south along said east line of North Kimball Avenue to the easterly extension of the south line of West Granville Avenue; thence west along said line and its easterly extension of the south line of West Granville Avenue to southerly extension of the east line of Lot 13 in Block 4 of Oliver Salinger and Company's 6th Kimball Boulevard Addition to North Edgewater, being a subdivision in the northeast fractional quarter south of the Indian Boundary Line in Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8393618 said east line of Lot 13 in Block 4 being also the west line of the alley west of North Kimball Avenue; thence north along said west line of the alley west of North Kimball Avenue to the northeasterly line of Lot 18 in said Block 4 of Oliver Salinger and Company's 6th Kimball Boulevard Addition to North Edgewater, said northeasterly line of Lot 18 in Block 4 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the north line of Lot 33 in Block 2 of Oliver Salinger and Company's 4th Kimball Boulevard Addition to North Edgewater, a subdivision in fractional northeast quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8300153, said north line of Lot 33 in Block 2 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the west line of North Central Park Avenue; thence north along said west line of North Central Park Avenue to the point of beginning. excepting therefrom that part described as follows:

beginning at the northeast corner of Lot 107 of Krenn and Dato's Polo Grounds

Addition to North Edgewater in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8719542, the east line of said Lot 107 being also the west line of North Richmond Street; thence south along said west line of North Richmond Street to the southwesterly line of Lot 93 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said southwesterly line of Lot 93 being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence northwesterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the west line of Lot 65 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said west line of Lot 65 being also the east line of the alley west of North Sacramento Avenue; thence north along said east line of the alley west of North Sacramento Avenue to the north line of Lot 69 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said north line of Lot 69 being also the south line of the alley south of West Peterson Avenue; thence east along said south line of the alley south of West Peterson Avenue to the point of beginning. Also except that part of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

commencing at the southwest corner of said northwest quarter of Section 1; thence northerly along the west line of said northwest quarter of Section 1 to the north line of the south 5.27 chains of said northwest quarter to the point of beginning; thence continuing north along said east line of the northwest quarter to the centerline of North Lincoln Avenue; thence southeasterly along the centerline of North Lincoln Avenue to the north line of the south 5.27 chains of the northwest quarter of said Section 1; thence west along said north line of the south 5.27 chains of the northwest quarter of Section 1 to the point of beginning.

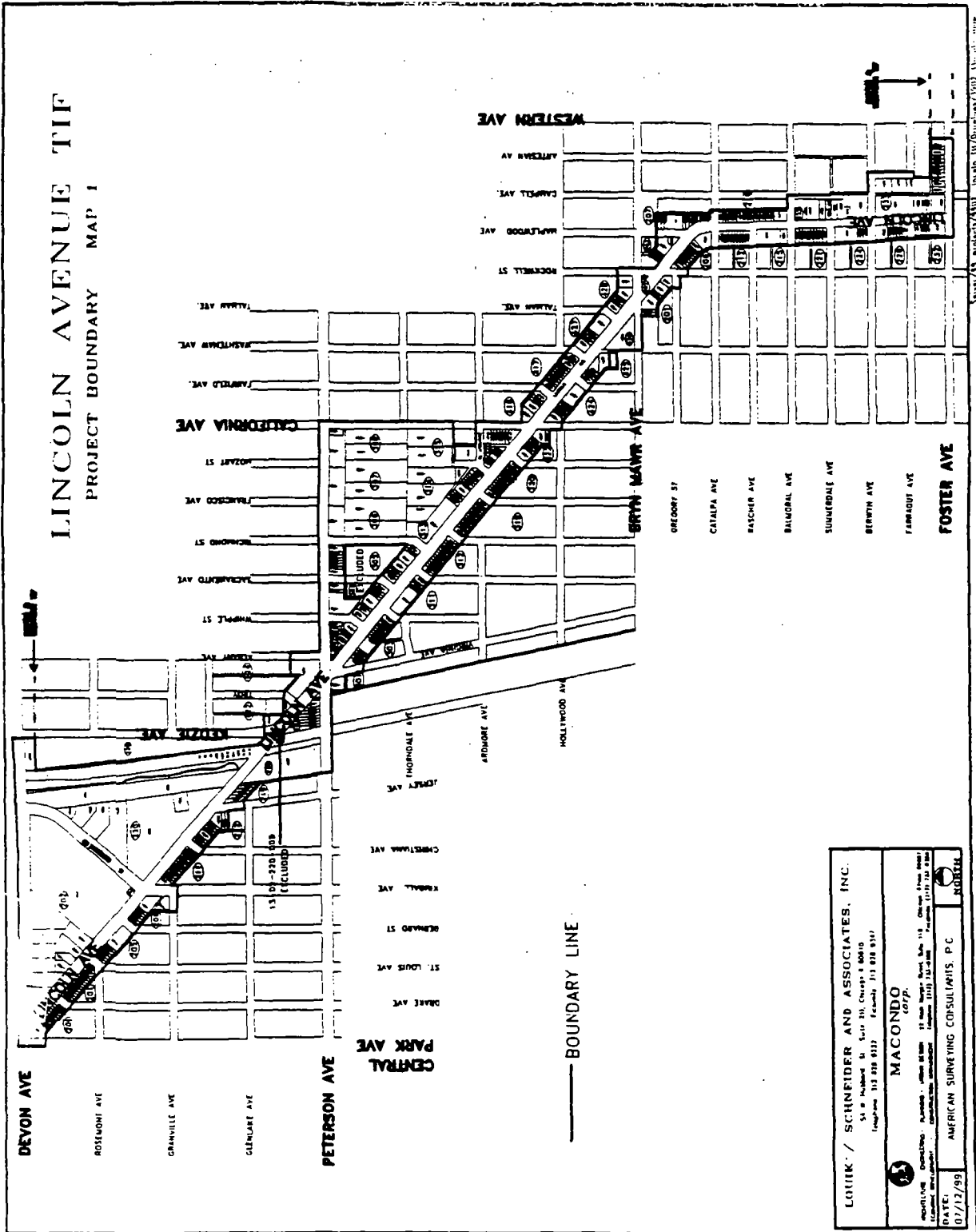
Exhibit "D".
(To Ordinance)

Street Boundary Description Of The Area.

The Area is generally bounded by West Devon Avenue on the north, West Foster Avenue on the south, North Kedzie Avenue and North California Avenue and the alley east of North Lincoln Avenue on the east, and the alley west of North Lincoln Avenue on the west.

Exhibit "E".
(To Ordinance)

Project Boundary Map.



DESIGNATION OF LINCOLN AVENUE REDEVELOPMENT PROJECT
AREA AS TAX INCREMENT FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the Lincoln Avenue Redevelopment Project Area as a redevelopment project area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1996 Bar Edition), as amended (the "Act"), for a proposed redevelopment area to be known as the Lincoln Avenue Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-71.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council") (with the Mayor and the City Council being collectively defined herein as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area on September 14, 1999; and

WHEREAS, The Plan (including the related eligibility study attached thereto as an exhibit) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act; notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act; and a meeting of the joint review board (the "Board") was convened pursuant to Section 5/11-74.4-5(b) of the Act; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 99-CDC-171, recommending to the City Council the designation of the Area as a redevelopment project area pursuant to the Act, among other things; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility study for the Area attached thereto as an exhibit), testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein and are generally informed of the conditions existing in the Area; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois Approving A Redevelopment Plan For The Lincoln Avenue Redevelopment Project Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a

part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practical) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

a. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

b. As required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act.

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

[Exhibit "C" referred to in this ordinance printed
on page 13311 of this Journal.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Lincoln Avenue Redevelopment Plan.

Legal Description.

That part of Sections 1, 2 and 12, Township 40 North, Range 13 East of the Third Principal Meridian, all located in Cook County, State of Illinois, described as follows:

beginning at the intersection of the west line of North Central Park Avenue and the centerline of West Devon Avenue, said centerline of West Devon Avenue also being the north limits of the City of Chicago and the north line of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian; thence east along said centerline of West Devon Avenue to the west line of North Kedzie Avenue; thence south 126 feet along said west line of North Kedzie Avenue; thence west along a line south and parallel from the centerline of West Devon Avenue to the east bank of the North Shore Channel; thence southerly along said east bank of the North Shore Channel to the northeast line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to the west line of North Kedzie Avenue; thence northeasterly to the northwest corner of Lot 14 of Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater being a subdivision in the west half of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8231545; thence east along the north line of said Lot 14 of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater to the east line of Lots 1 through 13 inclusive of said Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater; thence south 105.51 feet, more or less, along the southerly extension of the east line of said Lots 1 through 13 inclusive of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater to the north face of a concrete deck; thence east 4.48 feet, more or less, along said northerly face of a concrete deck to the northeast corner of said concrete deck; thence south 38.53 feet, more or less, along the east face of said concrete deck to the southeast corner of said concrete deck; thence west 3.83 feet, more or less, along the south face of said concrete deck to its intersection with the east line extended south of Lots 1 through 13 inclusive with the east line extended south of Lots 1 through 13 inclusive of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to Edgewater; thence south along said southerly extension of the east line of said Lots 1 through 13 inclusive to the northeasterly line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to its intersection with the north line of Block 8 of Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater in the

northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 6133092; thence east along said north line of Block 8 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater to the west line of Lot 10 in Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, said west line of Lot 10 in Block 7 being also the east line of North Troy Street; thence south along said east line of North Troy Street to the southwesterly line of said Lot 10 in Block 7 aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the east line of said Lot 10 of Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, being also the west line of the alley east of North Troy Street; thence north along said west line of the alley east of North Troy Street to the westerly extension of the north line of Lot 2 in Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater; thence east along said north line of Lot 2 in Block 7 and its easterly extension to the east line of North Albany Avenue; thence south along said east line of North Albany Avenue to the north line of West Peterson Avenue; thence east along said north line of West Peterson Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the easterly extension of the north line of Lot 272 of Krenn and Dato's Polo Grounds Addition to North Edgewater in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8719542; thence west along said north line of Lot 272 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater to the west line of said Lot 272, said west line of Lot 272 being also the east line of the alley west of North California Avenue; thence south along said east line of the alley west of North California Avenue to the north line of West Ardmore Avenue; thence east along said north line of West Ardmore Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the north line of Lot 17 in Block 28 of W.F. Kaiser and Company's First Addition to Arcadia Terrace being a subdivision in the southwest quarter of the southeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5450347; thence east along said north line of Lot 17 in Block 28 of aforesaid W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision and its easterly extension to the west line of Lot 10 in Block 28 of said W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision, said west line of Lot 10 in Block 28 being also the east line of the alley east of North California Avenue; thence south along said east line of the alley east of North California Avenue to the southwesterly line of said Lot 10 in Block 28 of aforesaid W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision, said southwesterly line of Lot 10 in Block 28 being also the northeasterly line of the alley northeast of North Lincoln Avenue;

thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the southeast corner of Lot 23 in Block 34 of W.F. Kaiser and Company's Second Addition to Arcadia Terrace being a subdivision in the southwest quarter of the southeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5520267; thence continuing southeasterly to the southwest corner of Lot 14 in Block 34 of aforesaid W.F. Kaiser and Company's Second Addition to Arcadia Terrace Subdivision, the south line of said Lot 14 in Block 34 being also the north line of the alley north of West Bryn Mawr Avenue; thence east along said north line of the alley north of North Bryn Mawr Avenue to the east line of North Rockwell Street; thence south along said east line of North Rockwell Street to the northeasterly line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to the southeasterly line of Lot 6 in Block 1 of Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, being a subdivision of the northeast quarter of the northeast quarter of Section 12, and that part easterly of Lincoln Avenue of the west half of the east half of the northeast quarter of Section 12 (excepting therefrom that part thereof lying south of a line 200 feet north of the north line of Berwyn Avenue) all in Township 40 North, Range 13 East of the Third Principal Meridian (except streets heretofore dedicated) being Document Number 7879542; thence northeasterly along said southeasterly line of Lot 6 in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision to the southeast corner of said Lot 6 in Block 1; thence northeasterly to the southwest corner of Lot 5 in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, the southwesterly line of said Lot 5 in Block 1 being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the south line of Lots 1 through 4 inclusive in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said south line of Lots 1 through 4 inclusive in Block 1 being also the north line of the alley north of West Catalpa Avenue; thence east along said north line of the alley north of West Catalpa Avenue to the northerly extension of the west line of Lot 39 in Block 2 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said west line of Lot 39 in Block 2 being also the east line of the alley east of North Maplewood Avenue; thence south along said east line of the alley east of North Maplewood Avenue to the north line of West Catalpa Avenue; thence east along said north line of West Catalpa Avenue to the northerly extension of the west line of Lot 38 in Block 3 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said west line of Lot 38 in Block 3 being also the east line of the alley east of North Lincoln Avenue; thence south along said east line of the alley east of North Lincoln Avenue to the north line of West Balmoral Avenue; thence east along said north line of West Balmoral Avenue to the northerly extension of the west line of Lot 44 of Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, being a resubdivision of Lots 8 to 13 both inclusive in Assessors Division of the southeast quarter of the northeast quarter of

the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 15659960, said west line of Lot 44 being also the east line of North Campbell Avenue south of West Balmoral Avenue; thence south along said east line of North Campbell Avenue to the southwest corner of Lot 40 of aforesaid Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition; thence southeasterly to the northwest corner of Lot 39 of aforesaid Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, the west line of said Lot 39 being also the east line of the alley east of North Lincoln Avenue; thence south along said east line of the alley east of North Lincoln Avenue to the north line of West Berwyn Avenue; thence east along said north line of West Berwyn Avenue to the northerly extension of the east line of North Campbell Avenue; thence south along said east line of North Campbell Avenue and its southerly extension to the south line of West Farragut Avenue; thence west along said south line of West Farragut Avenue to the west line of Lot 11 of Greenhoff's Resubdivision of Berwyn/Western Subdivision, a subdivision of part of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 14367459; thence south along said west line of Lot 11 of aforesaid Greenhoff's Resubdivision of Berwyn-Western Subdivision to the south line of said Lot 11, said south line of Lot 11 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the northerly extension of the east line of Lot 7 of Budlong's Subdivision of the south half of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 2066417; thence south along said east line of Lot 7 of aforesaid Budlong's Subdivision and its southerly extension to the south line of West Foster Avenue; thence west along said south line of West Foster Avenue to the southerly extension of the east line of Lot 84 in Oliver Salinger and Company's Lincoln Avenue Subdivision being a subdivision of that part of the south half of the west half of the east half of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian lying west of Lincoln Avenue, being Document Number 9119046, said east line of Lot 84 being also the west line of the alley west of North Lincoln Avenue; thence north along said west line of the alley west of North Lincoln Avenue to the south line of West Catalpa Avenue; thence northerly to the southeast corner of Lot 801 of Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 being a subdivision of the northwest quarter of the northeast quarter (except that part lying northeasterly of Lincoln Avenue and except part taken for streets) in Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, also that part of the north half of the west half of the east half of the northeast quarter lying west of Lincoln Avenue in said Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 9382599; thence northwesterly along the northeasterly line of Lots 801 through 804 inclusive of said Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 to

the east line of North Rockwell Street; thence west along a line perpendicular to said east line of North Rockwell Street to the west line of said North Rockwell Street; thence north along said west line of North Rockwell Street to the south line of West Gregory Street; thence west along said south line of West Gregory Street to a line perpendicular to said south line of West Gregory Street and passing through the southeast corner of Lot 709 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3; thence north to the southeast corner of said Lot 709 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3, the northeasterly line of said Lot 709 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to north line of Lots 697 through 708 inclusive of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3, said north line of Lots 697 through 708 inclusive being also the south line of the alley south of West Bryn Mawr Avenue; thence west along said south line of the alley south of West Bryn Mawr Avenue to the southerly extension of the west line of Lot 643 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3; thence north along said west line of Lot 643 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 to the south line of West Bryn Mawr Avenue; thence west along said south line of West Bryn Mawr Avenue to the southerly extension of the east line of the vacated street by ordinance on Document Number 16879237; thence north along said east line of the vacated street to the easterly extension of the north line of Lot 5 in Block 1 of Fred W. Brummel and Company's Subdivision being a subdivision of the south half of the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian being Document Number 7773505; thence west along said north line of Lot 5 in Block 1 to the southerly extension of the east line of Lots 3 and 4 inclusive of said Block 1; thence north along said east line of Lots 3 to 4 inclusive in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision to the north line of said Lot 3 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision; thence west along said north line of Lot 3 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision, and its westerly extension to the east line of Lots 16 and 17 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision, said east line of Lots 16 and 17 in Block 1 being also the west line of the alley east of North Fairfield Avenue; thence north along said west line of the alley east of North Fairfield Avenue to northeasterly line of Lots 17 and 18 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision, said northeasterly line of Lots 17 and 18 in Block 1, being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North California Avenue; thence west to the intersection of the west line of North California Avenue and the south line of West Hollywood Avenue; thence west along the south line of West Hollywood Avenue to the southerly extension of the east line of Lot 10 in Block 46 of W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document

Number 5557707, said east line of Lot 10 in Block 46 being also the west line of the alley west of North California Avenue; thence north along said west line of the alley west of North California Avenue to the northeasterly line of Lot 12 in Block 46 of aforesaid W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace, said northeasterly line of Lot 12 in Block 46 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Virginia Avenue; thence westerly along a line perpendicular to said east line of North Virginia Avenue to the west line of said North Virginia Avenue; thence northerly along said west line of North Virginia Avenue to the south line of Lot 1 in Block 39 of aforesaid W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace, said south line of Lot 1 in Block 39 being also the north line of the alley south of West Peterson Avenue; thence west along said north line of the alley south of West Peterson Avenue to the east line of the right-of-way of the Sanitary District of Chicago; thence north along said east line of the right-of-way of the Sanitary District of Chicago to the south line of West Peterson Avenue; thence west along said south line of West Peterson Avenue to the west line of the right-of-way of the Sanitary District of Chicago; thence north along said west line of the right-of-way of the Sanitary District of Chicago to the southeasterly extension of the northeasterly line of Lot 7 in Block 3 of Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater being a subdivision in the northeast fractional quarter south of the Indian Boundary Line of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8463190, said northeasterly line of Lot 7 in Block 3 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Jersey Avenue; thence westerly along a line perpendicular to said east line of North Jersey Avenue to the west line of said North Jersey Avenue; thence north along said west line of North Jersey Avenue to the south line of Lot 12 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater; thence west along said south line of Lot 12 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater and its westerly extension to the east line of Lots 21 through 25 inclusive in said Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater, said east line of Lots 21 thru 25 inclusive in Block 1 being also the west line of the alley west of North Jersey Avenue; thence north along said west line of the alley west of North Jersey Avenue to the northeasterly line of Lot 25 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater, said northeasterly line of Lot 25 in Block 1 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Kimball Avenue; thence south along said east line of North Kimball Avenue to the easterly extension of the south line of West Granville Avenue; thence west along said line and its easterly extension of the south line of West Granville Avenue

to southerly extension of the east line of Lot 13 in Block 4 of Oliver Salinger and Company's 6th Kimball Boulevard Addition to North Edgewater, being a subdivision in the northeast fractional quarter south of the Indian Boundary Line in Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8393618 said east line of Lot 13 in Block 4 being also the west line of the alley west of North Kimball Avenue; thence north along said west line of the alley west of North Kimball Avenue to the northeasterly line of Lot 18 in said Block 4 of Oliver Salinger and Company's 6th Kimball Boulevard Addition to North Edgewater, said northeasterly line of Lot 18 in Block 4 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the north line of Lot 33 in Block 2 of Oliver Salinger and Company's 4th Kimball Boulevard Addition to North Edgewater, a subdivision in fractional north east quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8300153, said north line of Lot 33 in Block 2 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the west line of North Central Park Avenue; thence north along said west line of North Central Park Avenue to the point of beginning. excepting therefrom that part described as follows:

beginning at the northeast corner of Lot 107 of Krenn and Dato's Polo Grounds Addition to North Edgewater in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8719542, the east line of said Lot 107 being also the west line of North Richmond Street; thence south along said west line of North Richmond Street to the southwesterly line of Lot 93 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said southwesterly line of Lot 93 being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence northwesterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the west line of Lot 65 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said west line of Lot 65 being also the east line of the alley west of North Sacramento Avenue; thence north along said east line of the alley west of North Sacramento Avenue to the north line of Lot 69 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said north line of Lot 69 being also the south line of the alley south of West Peterson Avenue; thence east along said south line of the alley south of West Peterson Avenue to the point of beginning. Also except that part of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

commencing at the southwest corner of said northwest quarter of Section 1; thence northerly along the west line of said northwest quarter of Section 1 to the north line of the south 5.27 chains of said northwest quarter to the point of beginning; thence continuing north along said east line of the northwest quarter to the centerline of North Lincoln Avenue; thence southeasterly along the

centerline of North Lincoln Avenue to the north line of the south 5.27 chains of the northwest quarter of said Section 1; thence west along said north line of the south 5.27 chains of the northwest quarter of Section 1 to the point of beginning.

Exhibit "B".

Street Boundary Description Of The Area.

The Area is generally bounded by West Devon Avenue on the north, West Foster Avenue on the south, North Kedzie and North California Avenues and the alley east of North Lincoln Avenue on the east, and the alley west of North Lincoln Avenue on the west.

ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR
LINCOLN AVENUE REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance adopting tax increment financing for the Lincoln Avenue Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

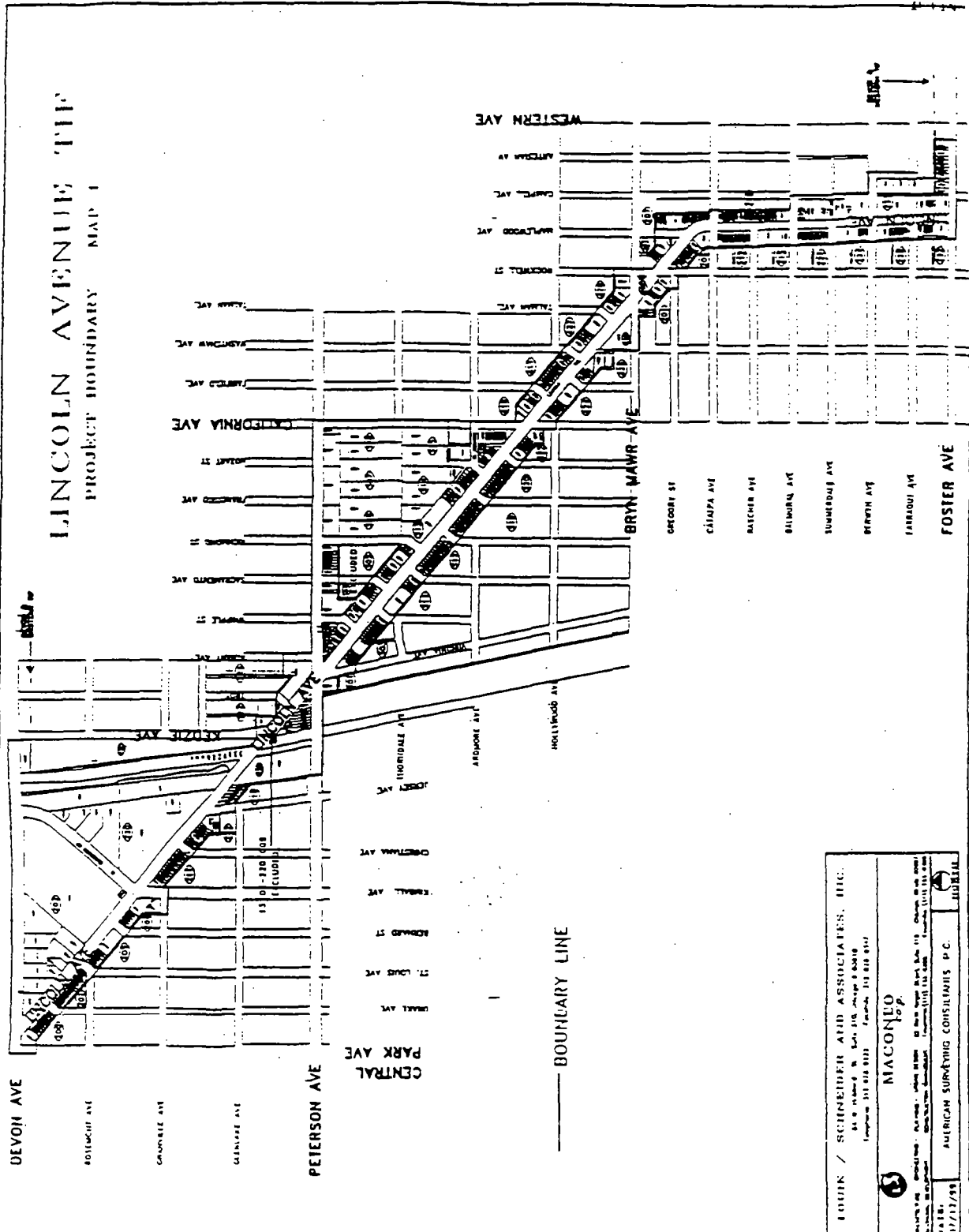
Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 13324)

Exhibit "C".

Project Boundary Map.



(Continued from page 13322)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et.seq. (1996 State Bar Edition), as amended (the "Act"), for a proposed redevelopment project area to be known as the Lincoln Avenue Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 99-CDC-171, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The Lincoln Avenue Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of An Ordinance Of The City Of Chicago, Illinois, Designating The Lincoln Avenue Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation Of Ad Valorem Taxes. Pursuant to the Act, and ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. that portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. that portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over the above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the City treasurer who shall deposit said taxes into a special fund, hereby created, and designated "The Lincoln Avenue Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed on page 13334 of this Journal.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Lincoln Avenue Redevelopment Plan.

Legal Description.

That part of Sections 1, 2 and 12, Township 40 North, Range 13 East of the Third Principal Meridian, all located in Cook County, State of Illinois, described as follows:

beginning at the intersection of the west line of North Central Park Avenue and the centerline of West Devon Avenue, said centerline of West Devon Avenue also being the north limits of the City of Chicago and the north line of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian; thence east along said centerline of West Devon Avenue to the west line of North Kedzie Avenue; thence south 126 feet along said west line of North Kedzie Avenue; thence west along a line south and parallel from the centerline of West Devon Avenue to the east bank of the North Shore Channel; thence southerly along said east bank of the North Shore Channel to the northeast line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to the west line of North Kedzie Avenue; thence northeasterly to the northwest corner of Lot 14 of Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater being a subdivision in the west half of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8231545; thence east along the north line of said Lot 14 of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater to the east line of Lots 1 through 13 inclusive of said Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater; thence south 105.51 feet, more or less, along the southerly extension of the east line of said Lots 1 through 13 inclusive of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to North Edgewater to the north face of a concrete deck; thence east 4.48 feet, more or less, along said northerly face

of a concrete deck to the northeast corner of said concrete deck; thence south 38.53 feet, more or less, along the east face of said concrete deck to the southeast corner of said concrete deck; thence west 3.83 feet, more or less, along the south face of said concrete deck to its intersection with the east line extended south of Lots 1 through 13 inclusive with the east line extended south of Lots 1 through 13 inclusive of aforesaid Krenn and Dato's Lincoln/Kedzie Addition to Edgewater; thence south along said southerly extension of the east line of said Lots 1 through 13 inclusive to the northeasterly line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to its intersection with the north line of Block 8 of Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater in the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 6133092; thence east along said north line of Block 8 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater to the west line of Lot 10 in Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, said west line of Lot 10 in Block 7 being also the east line of North Troy Street; thence south along said east line of North Troy Street to the southwesterly line of said Lot 10 in Block 7 aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the east line of said Lot 10 of Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater, being also the west line of the alley east of North Troy Street; thence north along said west line of the alley east of North Troy Street to the westerly extension of the north line of Lot 2 in Block 7 of aforesaid Nixon and Prassa's Lincoln and Peterson Avenue Addition to North Edgewater; thence east along said north line of Lot 2 in Block 7 and its easterly extension to the east line of North Albany Avenue; thence south along said east line of North Albany Avenue to the north line of West Peterson Avenue; thence east along said north line of West Peterson Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the easterly extension of the north line of Lot 272 of Krenn and Dato's Polo Grounds Addition to North Edgewater in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8719542; thence west along said north line of Lot 272 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater to the west line of said Lot 272, said west line of Lot 272 being also the east line of the alley west of North California Avenue; thence south along said east line of the alley west of North California Avenue to the north line of West Ardmore Avenue; thence east along said north line of West Ardmore Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the north line of Lot 17 in Block 28 of W.F. Kaiser and Company's First Addition to Arcadia Terrace being a subdivision in the southwest quarter of the southeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5450347; thence east along said north

line of Lot 17 in Block 28 of aforesaid W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision and its easterly extension to the west line of Lot 10 in Block 28 of said W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision, said west line of Lot 10 in Block 28 being also the east line of the alley east of North California Avenue; thence south along said east line of the alley east of North California Avenue to the southwesterly line of said Lot 10 in Block 28 of aforesaid W.F. Kaiser and Company's First Addition to Arcadia Terrace Subdivision, said southwesterly line of Lot 10 in Block 28 being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the southeast corner of Lot 23 in Block 34 of W.F. Kaiser and Company's Second Addition to Arcadia Terrace being a subdivision in the southwest quarter of the southeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5520267; thence continuing southeasterly to the southwest corner of Lot 14 in Block 34 of aforesaid W.F. Kaiser and Company's Second Addition to Arcadia Terrace Subdivision, the south line of said Lot 14 in Block 34 being also the north line of the alley north of West Bryn Mawr Avenue; thence east along said north line of the alley north of West Bryn Mawr Avenue to the east line of North Rockwell Street; thence south along said east line of North Rockwell Street to the northeasterly line of North Lincoln Avenue; thence southeasterly along said northeasterly line of North Lincoln Avenue to the southeasterly line of Lot 6 in Block 1 of Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, being a subdivision of the northeast quarter of the northeast quarter of the northeast quarter of Section 12, and that part easterly of Lincoln Avenue of the west half of the east half of the northeast quarter of Section 12 (excepting therefrom that part thereof lying south of a line 200 feet north of the north line of West Berwyn Avenue) all in Township 40 North, Range 13 East of the Third Principal Meridian (except streets heretofore dedicated) being Document Number 7879542; thence northeasterly along said southeasterly line of Lot 6 in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision to the southeast corner of said Lot 6 in Block 1; thence northeasterly to the southwest corner of Lot 5 in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, the southwesterly line of said Lot 5 in Block 1 being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence southeasterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the south line of Lots 1 through 4 inclusive in Block 1 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said south line of Lots 1 through 4 inclusive in Block 1 being also the north line of the alley north of West Catalpa Avenue; thence east along said north line of the alley north of West Catalpa Avenue to the northerly extension of the west line of Lot 39 in Block 2 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said west line of Lot 39 in Block 2 being also the east line of the alley east of North Maplewood Avenue; thence south along said east line of the alley east of North Maplewood Avenue to the north line of West Catalpa

Avenue; thence east along said north line of West Catalpa Avenue to the northerly extension of the west line of Lot 38 in Block 3 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr-Western Subdivision, said west line of Lot 38 in Block 3 being also the east line of the alley east of North Lincoln Avenue; thence south along said east line of the alley east of North Lincoln Avenue to the north line of West Balmoral Avenue; thence east along said north line of West Balmoral Avenue to the northerly extension of the west line of Lot 44 of Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, being a resubdivision of Lots 8 to 13 both inclusive in Assessors Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 15659960, said west line of Lot 44 being also the east line of North Campbell Avenue south of West Balmoral Avenue; thence south along said east line of North Campbell Avenue to the southwest corner of Lot 40 of aforesaid Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition; thence southeasterly to the northwest corner of Lot 39 of aforesaid Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, the west line of said Lot 39 being also the east line of the alley east of North Lincoln Avenue; thence south along said east line of the alley east of North Lincoln Avenue to the north line of West Berwyn Avenue; thence east along said north line of West Berwyn Avenue to the northerly extension of the east line of North Campbell Avenue; thence south along said east line of North Campbell Avenue and its southerly extension to the south line of West Farragut Avenue; thence west along said south line of West Farragut Avenue to the west line of Lot 11 of Greenhoff's Resubdivision of Berwyn/Western Subdivision, a subdivision of part of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 14367459; thence south along said west line of Lot 11 of aforesaid Greenhoff's Resubdivision of Berwyn-Western Subdivision to the south line of said Lot 11, said south line of Lot 11 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the northerly extension of the east line of Lot 7 of Budlong's Subdivision of the south half of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 2066417; thence south along said east line of Lot 7 of aforesaid Budlong's Subdivision and its southerly extension to the south line of West Foster Avenue; thence west along said south line of West Foster Avenue to the southerly extension of the east line of Lot 84 in Oliver Salinger and Company's Lincoln Avenue Subdivision being a subdivision of that part of the south half of the west half of the east half of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian lying west of North Lincoln Avenue, being Document Number 9119046, said east line of Lot 84 being also the west line of the alley west of North Lincoln Avenue; thence north along said west line of the alley west of North Lincoln Avenue to the south line of West Catalpa Avenue; thence northerly to the

southeast corner of Lot 801 of Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 being a subdivision of the northwest quarter of the northeast quarter (except that part lying northeasterly of Lincoln Avenue and except part taken for streets) in Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, also that part of the north half of the west half of the east half of the northeast quarter lying west of Lincoln Avenue in said Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 9382599; thence northwesterly along the northeasterly line of Lots 801 through 804 inclusive of said Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 to the east line of North Rockwell Street; thence west along a line perpendicular to said east line of North Rockwell Street to the west line of said North Rockwell Street; thence north along said west line of North Rockwell Street to the south line of West Gregory Street; thence west along said south line of West Gregory Street to a line perpendicular to said south line of West Gregory Street and passing through the southeast corner of Lot 709 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3; thence north to the southeast corner of said Lot 709 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3, the northeasterly line of said Lot 709 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to north line of Lots 697 through 708 inclusive of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3, said north line of Lots 697 through 708 inclusive being also the south line of the alley south of West Bryn Mawr Avenue; thence west along said south line of the alley south of West Bryn Mawr Avenue to the southerly extension of the west line of Lot 643 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3; thence north along said west line of Lot 643 of aforesaid Wm. H. Britigans Budlong Woods Golf Club Addition Number 3 to the south line of West Bryn Mawr Avenue; thence west along said south line of West Bryn Mawr Avenue to the southerly extension of the east line of the vacated street by ordinance on Document Number 16879237; thence north along said east line of the vacated street to the easterly extension of the north line of Lot 5 in Block 1 of Fred W. Brummel and Company's Subdivision being a subdivision of the south half of the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian being Document Number 7773505; thence west along said north line of Lot 5 in Block 1 to the southerly extension of the east line of Lots 3 and 4 inclusive of said Block 1; thence north along said east line of Lots 3 to 4 inclusive in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision to the north line of said Lot 3 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision; thence west along said north line of Lot 3 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision, and its westerly extension to the east line of Lots 16 and 17 in Block 1 of aforesaid Fred W. Brummel and Company's Subdivision, said east line of Lots 16 and 17 in Block 1 being also the west line of the alley east of North Fairfield Avenue; thence north along said west line of the alley east of North Fairfield Avenue to northeasterly line of Lots 17 and 18 in Block 1 of aforesaid Fred W. Brummel and

Company's Subdivision, said northeasterly line of Lots 17 and 18 in Block 1, being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North California Avenue; thence west to the intersection of the west line of North California Avenue and the south line of North Hollywood Avenue; thence west along the south line of West Hollywood Avenue to the southerly extension of the east line of Lot 10 in Block 46 of W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5557707, said east line of Lot 10 in Block 46 being also the west line of the alley west of North California Avenue; thence north along said west line of the alley west of North California Avenue to the northeasterly line of Lot 12 in Block 46 of aforesaid W.F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace, said northeasterly line of Lot 12 in Block 46 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Virginia Avenue; thence westerly along a line perpendicular to said east line of North Virginia Avenue to the west line of said North Virginia Avenue; thence northerly along said west line of North Virginia Avenue to the south line of Lot 1 in Block 39 of aforesaid W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace, said south line of Lot 1 in Block 39 being also the north line of the alley south of West Peterson Avenue; thence west along said north line of the alley south of West Peterson Avenue to the east line of the right-of-way of the Sanitary District of Chicago; thence north along said east line of the right-of-way of the Sanitary District of Chicago to the south line of West Peterson Avenue; thence west along said south line of West Peterson Avenue to the west line of the right-of-way of the Sanitary District of Chicago; thence north along said west line of the right-of-way of the Sanitary District of Chicago to the southeasterly extension of the northeasterly line of Lot 7 in Block 3 of Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater being a subdivision in the northeast fractional quarter south of the Indian Boundary Line of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8463190, said northeasterly line of Lot 7 in Block 3 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Jersey Avenue; thence westerly along a line perpendicular to said east line of North Jersey Avenue to the west line of said North Jersey Avenue; thence north along said west line of North Jersey Avenue to the south line of Lot 12 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater; thence west along said south line of Lot 12 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater and its westerly extension to the east line of Lots 21 through 25 inclusive in said Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater, said east line of Lots 21 thru 25 inclusive in Block 1 being also the west

line of the alley west of North Jersey Avenue; thence north along said west line of the alley west of North Jersey Avenue to the northeasterly line of Lot 25 in Block 1 of aforesaid Oliver Salinger and Company's 8th Kimball Boulevard Addition to North Edgewater, said northeasterly line of Lot 25 in Block 1 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the east line of North Kimball Avenue; thence south along said east line of North Kimball Avenue to the easterly extension of the south line of West Granville Avenue; thence west along said line and its easterly extension of the south line of West Granville Avenue to southerly extension of the east line of Lot 13 in Block 4 of Oliver Salinger and Company's 6th Kimball Boulevard Addition to North Edgewater, being a subdivision in the northeast fractional quarter south of the Indian Boundary Line in Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8393618 said east line of Lot 13 in Block 4 being also the west line of the alley west of North Kimball Avenue; thence north along said west line of the alley west of North Kimball Avenue to the northeasterly line of Lot 18 in said Block 4 of Oliver Salinger and Company's 6th Kimball Boulevard Addition to North Edgewater, said northeasterly line of Lot 18 in Block 4 being also the southwesterly line of the alley southwest of North Lincoln Avenue; thence northwesterly along said southwesterly line of the alley southwest of North Lincoln Avenue to the north line of Lot 33 in Block 2 of Oliver Salinger and Company's 4th Kimball Boulevard Addition to North Edgewater, a subdivision in fractional north east quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8300153, said north line of Lot 33 in Block 2 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the west line of North Central Park Avenue; thence north along said west line of North Central Park Avenue to the point of beginning, excepting therefrom that part described as follows:

beginning at the northeast corner of Lot 107 of Krenn and Dato's Polo Grounds Addition to North Edgewater in the southwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8719542, the east line of said Lot 107 being also the west line of North Richmond Street; thence south along said west line of North Richmond Street to the southwesterly line of Lot 93 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said southwesterly line of Lot 93 being also the northeasterly line of the alley northeast of North Lincoln Avenue; thence northwesterly along said northeasterly line of the alley northeast of North Lincoln Avenue to the west line of Lot 65 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said west line of Lot 65 being also the east line of the alley west of North Sacramento Avenue; thence north along said east line of the alley west of North Sacramento Avenue to the north line of Lot 69 of aforesaid Krenn and Dato's Polo Grounds Addition to North Edgewater, said north line of Lot 69 being also the south line of the alley south of West Peterson Avenue; thence east along said

south line of the alley south of West Peterson Avenue to the point of beginning. Also except that part of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

commencing at the southwest corner of said northwest quarter of Section 1; thence northerly along the west line of said northwest quarter of Section 1 to the north line of the south 5.27 chains of said northwest quarter to the point of beginning; thence continuing north along said east line of the northwest quarter to the centerline of North Lincoln Avenue; thence southeasterly along the centerline of North Lincoln Avenue to the north line of the south 5.27 chains of the northwest quarter of said Section 1; thence west along said north line of the south 5.27 chains of the northwest quarter of Section 1 to the point of beginning.

Exhibit "B".

Street Boundary Description Of The Area.

The Area is generally bounded by West Devon Avenue on the north, West Foster Avenue on the south, North Kedzie and North California Avenues and the alley east of North Lincoln Avenue on the east, and the alley west of North Lincoln Avenue on the west.

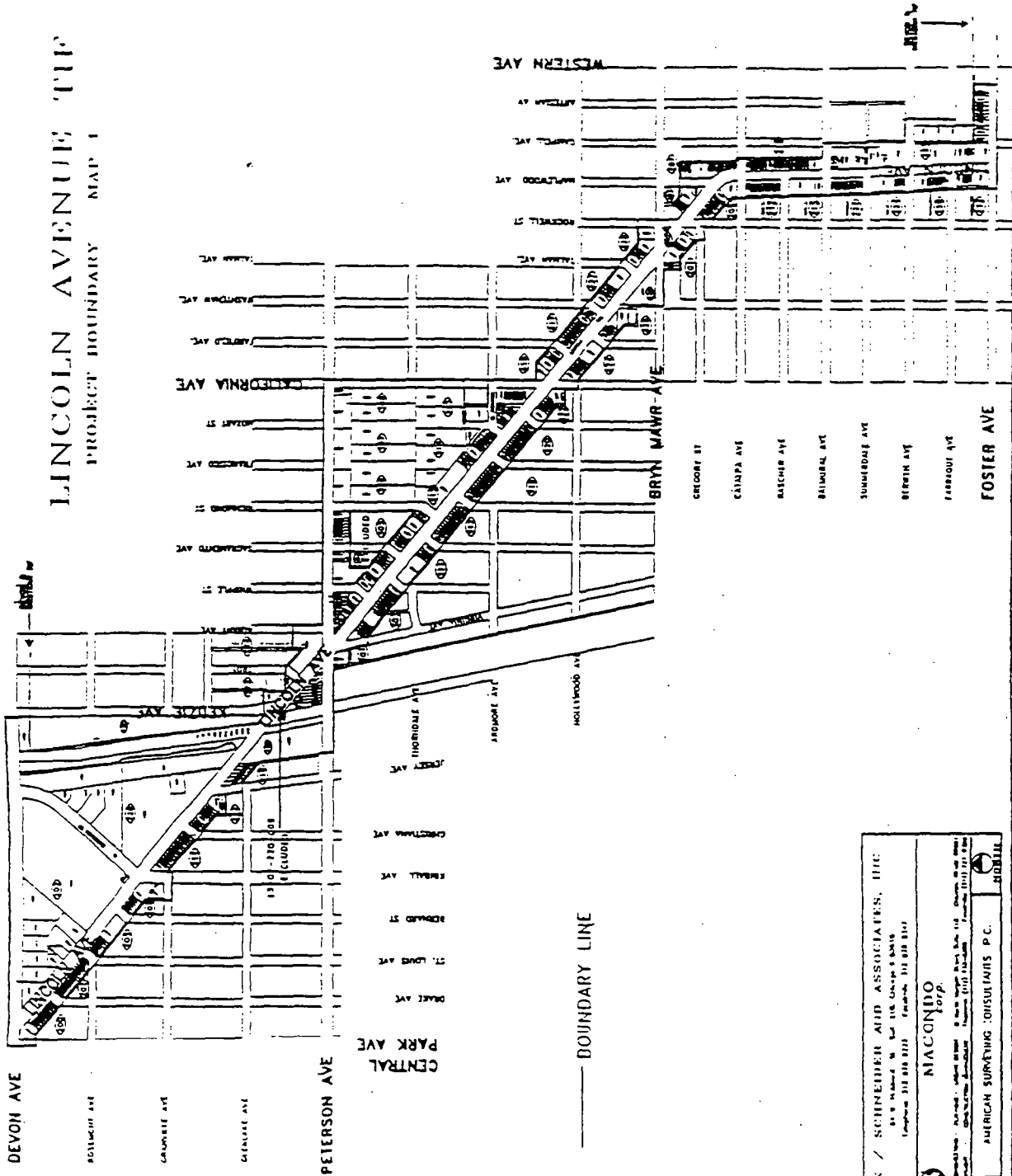
AUTHORIZATION FOR APPROVAL OF TAX INCREMENT
REDEVELOPMENT PLAN FOR DEVON AND
WESTERN REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

(Continued on page 13335)

Exhibit "C".

Project Boundary Map.



LINCOLN AVENUE TWP
PROJECT BOUNDARY MAP 1

LOOK / SCHNEIDER AND ASSOCIATES, LLC
 411 N. Halsted St. 2nd Fl. Chicago, IL 60610
 Telephone: 312.818.1010 Fax: 312.818.1011

NIACONDO
 Corp.

AMERICAN SURVEYING CONSULTANTS P.C.
 11/13/99

(Continued from page 13333)

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance approving a tax increment redevelopment plan for the Devon and Western Redevelopment Project Area having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq. (1996), as amended (the "Act"), for a proposed redevelopment project area to be known as the Devon and Western Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on September 14, 1999; and

WHEREAS, The Plan (including the related eligibility report attached thereto as Exhibit 4) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act beginning July 13, 1999, prior to the adoption by the Commission of Resolution 99-CDC-134 on July 13, 1999, fixing the time and place for the Hearing, at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on July 16, 1999, by publication in the *Chicago Sun-Times* or *Chicago Tribune* on August 17, 1999 and August 24, 1999, and by certified mail to taxpayers within the Area on August 17, 1999; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on July 30, 1999 at 10:00 A.M., concerning the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 99-CDC-172 attached hereto as Exhibit B, adopted on September 14, 1999, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, After the Hearing, certain changes have been made to the Plan (which changes are reflected in the Plan attached hereto as Exhibit A) and, pursuant to Section 5/11-74.4-5(a) of the Act, notice of such changes was given by mail to each affected taxing district within the Area and by publication in the *Chicago Sun-Times* or the *Chicago Tribune* not less than ten (10) days prior to the adoption of this Ordinance; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report attached thereto as an exhibit), testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole;
or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission; and

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years.

SECTION 4. Approval Of The Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers Of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed on
page 13432 of this Journal.]

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

*Devon And Western Tax Increment Financing Area
Redevelopment Plan And Project.*

I. INTRODUCTION

Louik/Schneider and Associates, Inc. has been retained by the City of Chicago (the "City") to conduct an independent initial study and survey of the proposed redevelopment area known as the Devon & Western Redevelopment Project Area in Chicago, Illinois (the "Redevelopment Project Area"). The purpose of this study is to determine whether the 75 blocks of the Redevelopment Project Area qualify for designation as a "Conservation-Area" for the purpose of establishing a tax increment financing district, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "Act").

The Redevelopment Project Area is located on the north side of the City, approximately seven miles north of the central business district and is comprised of approximately 52.17 acres and includes 75 (full and partial) blocks. The Redevelopment Project is generally bounded by Arthur Avenue (6500 N) and the alley north of Devon Avenue (6400 N) on the north, Foster Avenue (5200 N) on the south, the alley west of Clark Street (1600 W) and the alley east of Western Avenue (2400 W) on the east, and Kedzie Avenue (3200 W) and the alley west of Western Avenue on the west. (see Map 1, Project Boundary in Appendix).

Numerous deteriorated and obsolete commercial buildings, a significant number of underutilized parcels, and a general lack of maintenance of properties characterize the Redevelopment Project Area. Much of the Redevelopment Project Area consists of:

- deteriorated buildings and site improvements,
- inadequate parcel sizes,
- overcrowded facilities, and;
- other deteriorating characteristics

The purpose of the Devon & Western Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project (the "Plan") is to establish a mechanism to allow for the planning and financing of rehabilitation of existing businesses, mixed uses and community facilities.

This Plan summarizes the analyses and findings of the consultants' work, which, unless otherwise noted, is the responsibility of Louik/Schneider & Associates, Inc., The Lambert Group, and Macondo Corp. The City is entitled to rely on the findings and conclusions of this Plan in designating the Redevelopment Project Area as a redevelopment project area under the Act. Louik/Schneider & Associates, Inc. has prepared this Plan and the related eligibility report with the understanding that the City would rely: 1) on the findings and conclusions of the Plan and the related eligibility report in proceeding with the designation of the Redevelopment Project Area and the adoption and implementation of the Plan, and 2) on the fact that Louik/Schneider & Associates, Inc. has obtained the necessary information so that the Plan and the related eligibility report will comply with the Act.

TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

An analysis of conditions within this area indicates that it is appropriate for designation as a Redevelopment Project Area under the Act. The Redevelopment Project Area is characterized by conditions which warrant its designation as a "conservation area" within the definitions set forth in the Act.

The Act provides a means for municipalities, after the approval of a "Redevelopment Plan and Project," to redevelop blighted and conservation areas by pledging the incremental increases in tax revenues for public and private redevelopment. These incremental tax revenues may be used to pay for upfront costs that are required to stimulate private investment in new development or rehabilitation or to reimburse private developers for eligible costs incurred in connection with qualified redevelopment or rehabilitation projects. Municipalities may issue obligations to be repaid from the incremental tax revenues generated within the blighted or conservation area.

The property tax increment revenue is calculated by determining the difference between the certified equalized assessed value ("EAV") for all taxable real estate located within the Redevelopment Project Area and the current year EAV. The EAV is the assessed value of the property multiplied by the state multiplier. Any increase in EAV is then multiplied by the current tax rate to arrive at the incremental real property tax.

This Plan has been formulated in accordance with the provisions of the Act. The purpose of the Plan is to provide a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of redevelopment, the Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project."

This Plan also specifically describes how the Redevelopment Project Area which meets the eligibility requirements of the Act (see Exhibit 4 - *Devon & Western Tax Increment Finance Program - Eligibility Report, July 1999*). After approval of the Plan, the City Council may then formally designate the Redevelopment Project Area as a "redevelopment project area" under the Act.

The purpose of this Plan is to ensure that new private investment occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land use, vehicular and pedestrian access, parking, service and urban design systems will meet modern-day principles and standards to the best ability of existing buildings;
2. On a reasonable, comprehensive and integrated basis to ensure that Conservation Area factors are eliminated; and
3. Within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government.

The Plan's proposed land uses will be approved by the Chicago Plan Commission prior to the Plan's adoption by City Council.

There has been a limited amount of private investment throughout the Redevelopment Project Area for at least the last five years. The adoption of this Plan will provide the economic tool necessary to stimulate redevelopment in the Redevelopment Project Area that would not reasonably be anticipated to be developed. Public investments will create the appropriate environment to attract the level of private investment required for redeveloping the Redevelopment Project Area.

Successful implementation of the Redevelopment Project requires that the City take advantage of the real estate tax increment revenues attributed to the Redevelopment Project Area as provided in accordance with the Act.

II. REDEVELOPMENT PROJECT AREA DESCRIPTION

The Redevelopment Project Area is located on the north side of the City, approximately seven miles north of the central business district covering approximately 52.17 acres. The Redevelopment Project Area as previously identified is generally bounded by Arthur Avenue (6500 N) and the alley north of Devon Avenue (6400 N) on the north, Foster Avenue (5200 N) on the south, the alley east of Clark Street (1600 W) and the alley east of Western Avenue (2400 W) on the east, and Kedzie Avenue (3200 W) and the alley west of Western Avenue on the west. The boundaries and individual Permanent Index Numbers ("PIN") are identified in - Map 1, Boundary Map and PIN map 1A, 1B, and 1C. The Redevelopment Project Area includes only those contiguous parcels of real property and public right of ways that are expected to be substantially benefited by the Plan.

The Redevelopment Project Area is well suited to commercial and mixed-use development and its close proximity to good local and regional transportation networks makes the area accessible to shoppers and residents.

The Redevelopment Project Area is also well served by public transportation, making the site easily accessible to the local work force. The Chicago Transit Authority ("CTA") bus lines that service the Redevelopment Project Area directly are the #49B North Western, #84 Peterson, #92 Foster, #93 California, #96 Lunt, and #155 Devon. The CTA Red Line runs adjacent to the Redevelopment Project Area on the eastern side while the Brown Line runs just southwest of the Redevelopment Project Area between Damen and Ashland Avenues.

A. EXISTING LAND USE AND CONDITIONS

Based on field surveys conducted by Macondo Corp. and Louik/Schneider & Associates, Inc. the following land uses were identified in the Redevelopment Project Area: commercial (includes both retail and office uses), residential, mixed use (commercial/residential), institutional, industrial, and cemetery. The predominant land use throughout the Redevelopment Project Area is commercial and mixed use (commercial/residential) on both Devon and Western Avenues.

The Redevelopment Project Area is naturally divided into two sections, Devon Avenue and Western Avenue. Although the parcels, buildings, and businesses along Devon Avenue differ in size and characteristics from those on Western Avenue, both streets share common problems: deteriorated buildings and site improvement, underutilized parcels, a general lack of maintenance of properties, lack of parking, traffic congestion (particularly on Devon Avenue), high speed traffic (particularly on Western Avenue), and alleys that are deteriorated and difficult to access. The majority of the buildings along both Devon and Western Avenue are deteriorated.

Devon Avenue is a densely concentrated commercial district with retail and wholesale businesses and offices from Clark Street west to Kedzie Avenue. The majority of the parcels along Devon Avenue are smaller standard sized lots (25'-50' x 125'). Many of the buildings along Devon Avenue are single-story commercial buildings. There are multi-story buildings with commercial on the first floor and residential and/or offices above. The multi-story mixed use buildings are primarily located at the end of the blocks.

Devon Avenue has numerous institutional uses. The Rogers Park United States Post Office is located on the south side of Devon Avenue between Hermitage and Paulina Avenues. Institutional uses include the religious and educational facilities including some of the following: Assyrian Pentecostal Church, Congregation Bnei Ruven, Congregation Nveiroven, Devon Church of Jesus Christ, Mosdos Machizikei, the Peter Sampson Jewish Vacation Center, and the Samuel G. Bellows Educational and Cultural Center

Devon Avenue is a heavily used commercial district known for its ethnically diverse shopping and dining. On the weekends, Devon Avenue attracts thousands of local and out of state visitors. The high levels of pedestrian and vehicular traffic combined with a limited amount of available convenient available parking cause severe parking and traffic congestion problems. Devon Avenue is a four-lane street with two lanes for traffic and two lanes for parking (in most blocks). It currently does not adequately accommodate the existing parking needs. Devon Avenue has architecturally significant buildings from a variety of time periods. Western Avenue is a much wider street and can accommodate four lanes of traffic with parking on some sections

Along Western Avenue, the parcels range in size from 25 feet to 600 feet frontage by 125 feet depth. The majority of parcels are 50 feet or wider. The predominant existing land uses along Western Avenue include a cemetery (Rosehill Cemetery) and a variety of commercial uses.

Rosehill Cemetery, established in 1859, is located on the east side of Western Avenue between Peterson and Bowmanville Avenues. A portion of Rosehill Cemetery that is currently unoccupied open space and does not include any entombed graves is included in the Redevelopment Project Area (see Map 1 – Boundary). Pursuant to the terms of that certain Declaration of Covenants and Restrictions dated as of June 11, 1990 made by Rosehill Cemetery Company and recorded as document as 90341225 in the Records Office of Cook County ("cemetery declaration"), the portion of the cemetery included in the Redevelopment Project Area can be developed for certain other limited uses, as described in Section V.A.

The major parts or the remainder of Western Avenue is dominated by automobile dealerships, automotive related businesses and commercial establishments. The automotive businesses are concentrated between Rosemont Avenue and the north half of Balmoral Avenue. At the south end of Western Avenue are a variety of uses including residential, commercial, institutional and industrial uses.

The institutional uses along Western Avenue include the Cook County States Attorney – Community Prosecution Division, City of Chicago 40th Ward Sanitation Yard, a CTA bus turn-around, and the State of Illinois Human Services – Northern Field Office.

B. AREA HISTORY

The Redevelopment Project Area is located primarily in the City's West Ridge community. The eastern portion of the Redevelopment Project Area (four blocks east of Ridge Avenue) is located in the Rogers Park (on the north) and Edgewater (on the south) communities. The area south of Peterson Avenue along Western Avenue is located within the Lincoln Square (on the east) and North Park (on the west) communities.

West Ridge and the adjacent four communities are primarily residential communities that consist of single family homes, two flats, and large apartment buildings with commercial districts along the main arterial streets.

The West Ridge community was settled in 1830. At that time, Philip Rogers acquired 1,600 acres of land west of what is today Ridge Avenue. An elevated glacial ridge east of west Ridge is how the West Ridge community name came about. The ridge served as a primary travel route from the areas to the north and the south. During the 1920s, the population of West Ridge began to increase substantially. By 1930, West Ridge's population increased from 7,500 to 40,000 people. The area was well developed with two-and three-flats and bungalows. It was at this time that the eastern portion of West Ridge flourished. The western portion of West Ridge developed later on.

Throughout West Ridge's history, many different ethnic groups have settled in the area. The area's original settlers were of German descent. The Germans were followed then by the Swedish and north Europeans in the 1920s. Then, the Jewish and Irish migrated into West Ridge in the 1950s and 1960s. Starting in the 1980s and through the 1990s, West Ridge became home for immigrants from the Middle East, Central America, and Asia.

As the areas ethnic groups changed so did the Devon Avenue commercial street. When the majority of the population was Jewish, the businesses reflected the Devon Avenue was recognized for high-end garments and Jewish oriented businesses. In the 1980s, the east end of Devon Avenue began to change and is now recognized as a south Asian shopping district. The shops and businesses along Devon Avenue are representative of the West Ridge's ethnic diversity and include all of the immigrants in the area. A variety of ethnic foods can be found at local Devon Avenue restaurants and/or grocery stores. The businesses and cultural centers represent the ethnic diversity of the community. Devon Avenue is also host to Bangladesh Independence Day, Indian Independence Day, and Pakistani Independence Day parades as well as a Taste of Northtown.

C. LEGAL DESCRIPTION

A legal description of the Redevelopment Project Area has been prepared by American Surveying Consultants, P.C. and is attached as Exhibit 1 - Legal Description.

1 Local Community Fact Book Chicago Metropolitan Area 1990

D. ZONING CHARACTERISTICS

The Redevelopment Project Area is primarily zoned for business and commercial uses with some residential areas. Permitted zoning uses include the following: business districts zoned B2-2, B2-3, B4-2, B5-2; commercial districts zoned C1-2 and C2-2; and residential districts R1, R3, R4. Both Devon and Western Avenues are zoned for business and commercial uses. The existing zoning allows for denser uses at the major intersections such as Devon and Western Avenues. The Residential zoned areas are located at the eastern end of Devon Avenue and the southern end of Western Avenue.

Devon Avenue has Business, Commercial and Residential zoned areas. The Business zoned areas for Devon Avenue are as follows: 1) Devon Avenue from Western Avenue to Clark Street zoned - B2-3, B4-2, and B5-2, and 2) south side of Devon between Hamilton to Bell Avenues zoned - C2-2. The Commercial zoned areas are located on the south side of Devon Avenue at the east end of the Redevelopment Project Area as follows: 1) between Bell and Hamilton Avenues, 2) between Ridge and Ravenswood Avenues, and 3) between Hermitage Avenue and the alley west of Clark Street. The areas zoned Residential on Devon Avenue include the following: 1) north side of Devon between Ridge and Damen Avenues and Hoyne and Hamilton Avenues zoned R3 and between Ravenswood and Hermitage Avenues zoned R4.

Western Avenue also has business, commercial and residential zoned areas. Western Avenue from Arthur Avenue on the north to Foster Avenue on the south is primarily zoned commercial. The business zoned areas on Western Avenue include the following: 1) the intersection of Devon and Western Avenues zoned - B3-2 (on the northeast, northwest, and southwest corners) and B5-2, and 2) southeast corner south of Balmoral on Western Avenue the parcels zoned - B2-2 and B4-2. The residential zoned areas of Western Avenue include the following: 1) Rosehill Cemetery is located between Peterson Avenue and Balmoral Avenues on the east side of Western Avenue zoned - R1, 2) sections of the blocks at south end of Western Avenue at Balmoral and Farragut Avenues zoned - R3 and R4.

III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

Comprehensive goals and objectives are included in this Plan to guide the decisions and activities that will be undertaken to facilitate the redevelopment of the Redevelopment Project Area. The revitalization of the Redevelopment Project Area will be achieved through rehabilitation of the existing structures and new development, if appropriate. It is essential to preserve the character of the existing structures and the variety of businesses. Many of the goals and objectives of the Plan can be achieved through the effective use of different local, state and federal mechanisms.

A. GENERAL GOALS AND REDEVELOPMENT OBJECTIVES

In order to facilitate new private investment in the Redevelopment Project Area in a planned manner, the establishment of goals and objectives is necessary. The goals listed below are meant to guide the development and/or the review of all future projects that will be undertaken in the Redevelopment Project Area.

GOAL 1 Improve the quality of life in Chicago by enhancing the local tax base through the improvement of the Redevelopment Project Area's economic vitality.

OBJECTIVES Reduce or eliminate those conditions that qualify the Redevelopment Project Area as a Conservation Area.

Create a physical environment that is conducive for commercial and mixed uses.

GOAL 2 Encourage sound community and economic development in the Redevelopment Project Area.

OBJECTIVES Encourage private investment and commercial revitalization through incentives.

Promote the Redevelopment Project Area's amenities, in particular its proximity to surrounding residential communities, to encourage revitalized commercial development.

GOAL 3 Create an environment within the Redevelopment Project Area that will contribute to the health, safety and general welfare of the City, and preserve or enhance the value of properties in the area.

OBJECTIVES Provide public infrastructure improvements where necessary. Replace and repair sidewalks, curbs and alleys throughout the Redevelopment Project Area where needed.

Create streetscaping amenities that are attractive for the area businesses.

GOAL 4 Create and preserve job opportunities in the Redevelopment Project Area.

OBJECTIVES Work with existing businesses in the Redevelopment Project Area to address their job training needs.

Encourage the participation of minorities and women in the redevelopment of the Redevelopment Project Area.

GOAL 5 Address parking and traffic-related concerns in the Redevelopment Project Area.

OBJECTIVES Investigate traffic congestion along Devon Avenue while recognizing the limited availability of commercial and residential parking and the value of street traffic to retail sales.

Specifically, examine the lack of loading/unloading areas for area businesses.

Identify/Implement a long term parking plan that addresses the location and lack of available parking for employees and patrons of the area.

Enhance the pedestrian use of the Redevelopment Project Area.

GOAL 6 Preserve cultural and historic characteristics of the district.

OBJECTIVES Encourage rehabilitation and renovation of architecturally significant structures.

B. DESIGN OBJECTIVES

Although overall goals and redevelopment objectives are important in the process of redeveloping such an area, the inclusion of design guidelines is necessary to ensure that redevelopment activities result in an attractive environment. The Plan includes the following design objectives:

- Develop a safe and functional traffic circulation pattern, adequate ingress and egress, and increased parking capacity in the Redevelopment Project Area.
- Encourage high standards of building rehabilitation, including facade restoration, storefront merchandising, awning and entryways where appropriate, and streetscape design to ensure the high quality appearance of buildings and rights-of-way
- Maintain and preserve existing street patterns, setbacks, heights, and architectural styles.
- Encourage a variety of streetscape amenities, which include such items as sidewalk/street planters, flower boxes, plazas, and wrought-iron fences where appropriate.
- Emphasize the Redevelopment Project Area at the following key intersections along Devon and Western Avenues.
- Increase the green areas and plantings throughout the Redevelopment Project Area.
- Incorporate pedestrian amenities such as sitting areas, attractive bus shelters, landscaping and ornamental lighting.

IV. CONSERVATION AREA CONDITIONS EXISTING IN THE REDEVELOPMENT PROJECT AREA

The Act authorizes Illinois municipalities to redevelop qualified areas through tax increment financing. In order for an area to qualify as a tax increment financing district, it must first be designated as a "blighted area", a "conservation area" (or a combination of the two), or an "industrial park conservation area."

As set forth in the Act, a "conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures are 35 years of age or older (the "Age Requirement") that also exhibits the presence of three (3) or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; or lack of community planning. A conservation area is not yet blighted, but because of age and the combination of three or more of the above-stated factors, is detrimental to public safety, health, morals, or welfare and may become a blighted area. Such factors, taken together, must indicate that the area on the whole has not been subject to growth and development through investments by private enterprise, and would not reasonably be anticipated to be developed without action by the City.

Based upon surveys, site inspections, research and analysis by Louik/Schneider & Associates, Inc., The Lambert Group and Macondo Corp., the Redevelopment Project Area qualifies as a conservation area as defined by the Act. A separate report, entitled City of Chicago Devon & Western Tax Increment Finance Program Eligibility Report dated July 1999 ("Eligibility Report"), is attached as Exhibit 4 to this Plan and describes in detail the surveys and analyses undertaken and the basis for such finding. In general, the Redevelopment Project Area satisfies the Age Requirement plus ten of the Conservation Area eligibility factors as listed in the Act. Summarized below are the findings of the Eligibility Report.

A. SUMMARY OF ELIGIBILITY FACTORS

The Redevelopment Project Area (also referred to as the "Study Area" in the Eligibility Report) consists of 75 (full and partial) blocks and 545 parcels. There are 351 buildings in the Redevelopment Project Area.

In addition to satisfying the Age Requirement, ten of the 14 conservation area eligibility factors are present, five to a major extent and five to a minor extent. The ten factors are as follows:

Major extent

1. Obsolescence
2. Deterioration
3. Excessive land coverage
4. Deleterious land use or layout
5. Depreciation of physical maintenance

Minor extent

1. Dilapidation
2. Structures below minimum code
3. Excessive vacancies
4. Overcrowding of structures and community facilities
5. Lack of ventilation, light and sanitary facilities

A block-by-block analysis of the 75 blocks was conducted to identify the eligibility factors (see Exhibit 3 - Distribution of Criteria Matrix). Each of the factors is present to a varying degree. The eligibility findings are as follows:

AGE REQUIREMENT

The Age Requirement presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures that are at least 35 years old. In the Redevelopment Project Area, the Age Requirement is satisfied, being found in 267 of the 351 (76.1%) buildings and in 38 of the 75 blocks.

MAJOR EXTENT

1. OBSOLESCENCE

Obsolescence, both functional and economic, includes vacant and dilapidated structures and industrial buildings that are difficult to reuse by today's standards. In the Redevelopment Project Area, obsolescence is *present to a major extent*, being found in 505 (92.1%) of the 545 parcels and in 72 of the 75 blocks.

2. DETERIORATION

Deterioration is present in structures with physical deficiencies or site improvements requiring

major treatment or repair. In the Redevelopment Project Area, deterioration is ***present to a major extent***, being found in 273 of the 351 (77.8%) buildings, in 400 of the 545 (73.4%) parcels and in 71 of the 75 blocks.

3. EXCESSIVE LAND COVERAGE

Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. In the Redevelopment Project Area, excessive land coverage is ***present to a major extent***, being found in 289 of the 351 (82.3%) buildings and in 446 of the 545 (81.8%) parcels and in 66 of the 75 blocks.

4. DELETERIOUS LAND USE OR LAYOUT

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses which may be considered noxious, offensive or environmentally unsuitable. In the Redevelopment Project Area, deleterious land use or layout is ***present to a major extent***, being found in 465 of the 545 (85.3%) parcels and in 65 of the 75 blocks.

5. DEPRECIATION OF PHYSICAL MAINTENANCE

Depreciation of physical maintenance refers to the effects of deferred maintenance and the lack of maintenance of buildings, parking areas and public improvements, including alleys, walks, streets and utility structures. In the Redevelopment Project Area, depreciation of physical maintenance is ***present to a major extent***, being found in 303 of the 351 (86.3%) buildings, in 476 of the 545 (87.3%) parcels, and in 71 of the 75 blocks.

Minor Extent

1. DILAPIDATION

Dilapidation refers to an advanced state of disrepair of buildings and improvements. In the Redevelopment Project Area, dilapidation is ***present to a minor extent***, being found in 21 of the 351 (5.98%) buildings and in 15 of the 75 blocks.

2. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS

With building code violation information supplied by the City of Chicago Department of Buildings, all structures cited for not meeting the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property were identified within the Redevelopment Project Area. Structures below minimum code standards are ***present to a minor extent***, being found in 159 of the 351 (45.3%) buildings and in 65 of the 75 blocks in the Redevelopment Project Area over the last five years.

3. EXCESSIVE VACANCIES

Excessive vacancy refers to buildings or sites of which a large portion are unoccupied or underutilized and which exert an adverse influence on the area because of the frequency, duration or extent of vacancy. In the Redevelopment Project Area, excessive vacancies are *present to a minor extent*, being found in 11 of the 351 (3.1%) buildings and 10 of the 75 blocks.

4. OVERCROWDING OF STRUCTURES AND COMMUNITY FACILITIES

Overcrowding of structures and community facilities refers to utilization of public or private buildings, facilities, or properties beyond their reasonable or legally permitted capacity. In the Redevelopment Project Area, overcrowding of structures and community facilities is *present to a minor extent* in 50 of the 75 blocks.

5. LACK OF VENTILATION, LIGHT OR SANITARY FACILITIES

Lack of ventilation, light or sanitary facilities refers to substandard conditions which adversely affect the health and welfare of building occupants, e.g., residents, employees, or visitors. Lack of Ventilation, Light, or Sanitary Facilities was found *present to a minor extent* in 21 of the 351 (6%) buildings and in 35 of the 545 (6.5%) parcels and in 17 of the 75 blocks.

B. ELIGIBILITY FINDINGS CONCLUSION

The conclusion of the consultant team is that the number, degree, and distribution of Conservation Area eligibility factors as documented in this report warrant the designation of the Redevelopment Project Area as a Conservation Area as set forth in the Act. Specifically:

- The buildings in the Redevelopment Project Area meet the statutory criteria for age; 76.1% of the buildings in the Redevelopment Project Area are at least 35 years old.
- Of the 14 eligibility factors for a conservation area set forth in the Act, five are present to a major extent and five are present to a minor extent. Only three are necessary for designation as a conservation area.
- The Conservation Area eligibility factors which are present are reasonably distributed throughout the Redevelopment Project Area.
- The Redevelopment Project Area is not yet a blighted area, but because of the factors described in this report, the Redevelopment Project Area may become a blighted area.

Additional research indicates that the Redevelopment Project Area on the whole (i) has not been subject to growth and development through investment by private enterprise and (ii) would not reasonably be anticipated to be developed without the adoption of the Plan. Specifically:

- Exhibit 2 - Building Permit Requests contains a summary of the building permit requests for new construction and major renovation representing new investment. From 1993 to 1998, 12 permits for new construction or major renovation presenting

new were issued for 11 of the 351 (3.8%) buildings totaling \$1,158,330. In the first three months of 1999, there were no building permits for new construction and major renovation representing new investment. For the same five year time period there were three buildings demolished in the Redevelopment Project Area.

- The EAV for all property in the City increased from \$28,661,954,119 in 1993 to \$35,893,677,135 in 1997, a total of 25.23% or an average of 6.31% per year. Over the last four years, from 1993 to 1997, the Redevelopment Project Area has experienced an overall EAV *increase* of 15.40% from \$61,650,512 in 1993 to \$71,143,039 in 1997, an average increase of 3.85% per year.

The analysis above is based upon data assembled by Louik/Schneider & Associates, Inc., The Lambert Group, and Macondo Corp. Based upon the findings of the Eligibility Report for the Redevelopment Project Area, the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Plan.

V. DEVON & WESTERN REDEVELOPMENT PROJECT

To assist local business owners and stimulate growth and development within the Redevelopment Project Area, the proposed land uses and Plan have been developed. The Redevelopment Project Area should be rehabilitated but maintained as a mixed-use commercial district that better serves the surrounding community as well as the visitors who come to the area from suburban areas and even other states. The commercial district along Devon Avenue differs in character from the district along Western Avenue. Devon Avenue businesses serves as a multicultural shopping and dining district and Western Avenue is characterized by automobile sales and repair businesses and the cemetery. The improvements needed to enhance and improve the conditions along both streets are similar. The private investment and public improvement projects identified for the Redevelopment Project Area include the following: rehabilitation of existing structures, development and/or rehabilitation of parking facilities, reevaluation of existing circulation patterns, infrastructure and streetscape improvements and development of open space. The focus of the Plan is to achieve the general goals, the redevelopment objectives and the design objectives previously outlined in Section III while enhancing the overall appearance and general conditions of the Redevelopment Project Area.

A. GENERAL LAND USE PLAN

The proposed land uses for the Redevelopment Project Area allow for a comprehensive and coordinated rehabilitation plan of the Redevelopment Project Area. The Redevelopment Plan Map 3 – Proposed Land Use identifies the uses that will be in effect upon adoption of this Plan. The major land use categories are consistent with existing land uses for the Redevelopment Project Area. There are two land use changes from the existing to the proposed land use map.

The changes include the portion of Rosehill Cemetery that is included in the Redevelopment Project Area from cemetery (undeveloped sites) to open space and some of the existing commercial land uses along Devon Avenue to mixed use (commercial/residential).

The Chicago Plan Commission will approve this Plan and the proposed land uses described herein prior to its adoption by the City Council. The proposed land uses and a discussion of the rationale supporting their determination is as follows:

COMMERCIAL

To service the needs of the community, the majority of the Redevelopment Project Area is proposed for commercial use. Commercial land use is comprised of retail sales and offices. Commercial uses within the Redevelopment Project Area should reflect the needs of community residents as well as businesses and visitors.

The permitted alternative land use allowed for Parcel A of Rosehill Cemetery under the cemetery declaration is a commercial use consisting of funeral home with off-street parking.

RESIDENTIAL

Residential land use is proposed for the existing residential properties located at the east end of Devon Avenue and at the south end of Western Avenue. There are no new proposed areas of residential development.

MIXED USE (COMMERCIAL/RESIDENTIAL)

The proposed mixed-use (commercial/residential) land use allows for either use to be employed independently or in combination. The mixed use primarily includes existing buildings where commercial businesses are located on the first floor with residential units and/or offices above. Mixed-use (commercial/residential) is also proposed in some areas where commercial uses currently exist. The change in land use from commercial to mixed use (commercial/residential) will allow for a broader range of possible future developments, but is not meant to indicate that residential uses would replace commercial uses. Future developments should focus on commercial with residential above where appropriate throughout the Redevelopment Project Area.

INSTITUTIONAL

Institutional land uses include property utilized by educational and publicly owned facilities. The Redevelopment Project Area includes existing institutional facilities and the western portion of Rosehill Cemetery.

Permitted alternative land uses allowed for Parcel C of Rosehill Cemetery as defined by the cemetery declaration including the following institutional uses: a private or public school, a retirement home, a nursing home or other health care facility, a church, a synagogue, or other place of worship and associated off-street parking.

OPEN SPACE

An open space land use is proposed for a portion of Rosehill Cemetery that is unimproved cemetery property and is included within the boundaries of the Redevelopment Project Area.

Permitted alternative land uses allowed for Parcel B of Rosehill Cemetery under the cemetery declaration include the following open space uses: a nature preserve, a nature conservancy area, a public park or a forest preserve and associated off-street parking.

B. REDEVELOPMENT PROJECT

The purpose of this Plan is to create a planning and programming mechanism that also provides the financial vehicle to allow for the redevelopment of properties within the Redevelopment Project Area. The Plan contains specific redevelopment objectives addressing both private actions and public improvements, which are to assist in the overall redevelopment of the Redevelopment Project Area. Implementation of the Plan will be undertaken on a phased basis and will help to eliminate those conditions which make the Redevelopment Project Area susceptible to blight.

The Plan proposes the Redevelopment to stimulate and revitalize not only the Redevelopment Project Area, but also the surrounding areas. The rehabilitation of existing retail, commercial and institutional uses that are neighborhood oriented should benefit not only the Devon and Western Avenue corridors but also the surrounding residential neighborhoods.

One of the Plan's strategies is to develop a public improvement program that reinforces and encourages further private investment. This public improvement program can basically be described as improving the Redevelopment Project Area's physical environment through infrastructure, traffic management and streetscape improvements.

To address private investment and public improvements, the Plan includes the following recommendations:

- **Building Renovation** – Rehabilitate and renovate the exteriors/interiors of existing commercial and mixed-use buildings. Preserve the architecturally significant structures and improve appearance of building signage. Façade improvements are necessary to repair the older buildings and to enhance the visual character of the street.
- **Parking Facilities** -Identify additional on and off-street parking or parking alternatives for visitors, employees and customers. Additional parking areas should be examined since parking is a necessity for the vitality of Devon Avenue businesses.
- **Circulation Patterns**- Evaluate existing traffic lights and crosswalks and identify appropriate measures to improve traffic flow along Devon Avenue and traffic speed along Western Avenue.

- **Public Improvements** – Provide infrastructure improvements that include development of gateways, creation of public plazas, street planters (on Western Avenue) and improvement of alleys throughout the Redevelopment Project Area. Develop a gateway for Devon Avenue that identifies the area as an international market place. Add signage and banners that carry the international market place theme throughout the Redevelopment Project Area.
- **Streetscape Improvements** - Provide visual continuity and a retail identity through a coordinated streetscape improvement program –trees, planters, benches and other appropriate improvements. Devon and Western Avenues can accommodate different types of streetscape improvements. Appropriate improvements that complements the two business districts should be identified, recommended and implemented.
- **Open Space** - Develop the portion of Rosehill Cemetery that allows for open space according to the cemetery declaration and restrictions allowed. Ensure that the open space is designed, landscaped and appropriately buffers and complements the cemetery.

The Plan for the Redevelopment Project Area incorporates the use of tax increment funds to stimulate and stabilize the Redevelopment Project Area through the planning and programming of public and private improvements. The underlying Plan strategy is to use tax increment financing, as well as other funding sources, to reinforce and encourage further private investment. The City may enter into redevelopment agreements, which will generally provide for the City to provide funding for activities permitted by the Act. The funds for these improvements will come from the incremental increase in tax revenues generated from the Redevelopment Project Area, or the City's possible issuance of bonds to be repaid from the incremental increase. A developer or user may undertake the responsibility for the required site improvements and may further be required to build any agreed-upon improvements required for the project. Under a redevelopment agreement, the developer may also be reimbursed from incremental tax revenues (to the extent permitted by the Act) for all or a portion of eligible costs.

C. ESTIMATED REDEVELOPMENT PROJECT ACTIVITIES AND COSTS

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing, and by undertaking certain activities and incurring certain costs. Such activities may include some or all of those listed below. Some of the costs listed below will become eligible costs under the Act pursuant to an amendment to the Act which will become effective November 1, 1999.

1. **ANALYSIS, ADMINISTRATION, STUDIES, LEGAL, ETC.** Funds may be used by the City to provide for activities including the long-term management of the Redevelopment Project as well as the costs of establishing the program and designing its components. Funds may be used by the City to provide for costs of studies, surveys, development of plans and specifications, marketing sites within the area to prospective businesses, developers,

and investors, implementation and administration of the plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, environmental or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected.

2. **ASSEMBLAGE OF SITES/SITE PREPARATION.** To meet the goals and objectives of this Plan, the City may acquire and assemble property throughout the Redevelopment Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

Property assembly costs, includes but is not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, environmental remediation, and the clearing and grading of land. Site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers are also included.

In connection with the City exercising its power to acquire real property not currently identified on the Acquisition Map, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Plan.

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Redevelopment Project Area, and to meet the other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

3. **REHABILITATION COSTS.** The costs for rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements including, but not limited to, provision of facade improvements for the purpose of improving the facades of privately held properties, may be funded.
4. **PROVISION OF PUBLIC IMPROVEMENTS AND FACILITIES.** Adequate public improvements and facilities may be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:

- a. Provision for streets, public rights-of-way and public transit facilities
 - b. Provision of utilities necessary to serve the redevelopment
 - c. Public landscaping
 - d. Public landscape/buffer improvements, street lighting and general beautification improvements
 - e. Public facilities
 - f. Public schools
 - g. Public parks and open space
5. **JOB TRAINING AND RELATED EDUCATIONAL PROGRAMS.** Funds may be used by the City for programs to be created for Chicago residents so that they may take advantage of the employment opportunities in the Redevelopment Project Area.
6. **FINANCING COSTS.** Financing costs may be funded, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto.
7. **CAPITAL COSTS.** To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and Project. This category may also include reimbursement of capital costs of taxing districts impacted by the redevelopment of the Redevelopment Project Area, as permitted by the Act.
8. **PROVISION FOR RELOCATION COSTS.** Relocation assistance may be provided in order to facilitate redevelopment of portions of the Redevelopment Project Area, and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.
- The costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.
9. **PAYMENT IN LIEU OF TAXES ACCORDING TO THE ACT.**
10. **COSTS OF JOB TRAINING.** Funds may be provided for costs of job training, advanced vocational education, "welfare to work" programs implemented by businesses located within the redevelopment project area, or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs a) are related to the establishment and maintenance of additional job training, advanced vocational education or career education

programs for persons employed or to be employed by companies located in a redevelopment project area; and b) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act (as defined in the Act) and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code (as defined in the Act).

11. **INTEREST COSTS.** Funds may be provided to developers or redevelopers for a portion of interest costs incurred in the construction of a redevelopment project. Interest costs incurred by a developer or redeveloper related to the construction, renovation or rehabilitation of a redevelopment project may be funded provided that:
 - a) Such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - b) Such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the developer or the redeveloper with regard to the redevelopment project during that year;
 - c) If there are not sufficient funds available in the special tax allocation fund to make the payment described in this paragraph, then the amounts due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 - d) The total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total of costs paid or incurred by the developer or redeveloper for the redevelopment project plus redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act.
 - e) Up to 75% of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
12. **NEW CONSTRUCTION COSTS.** The Act currently provides that incremental property tax revenues may not be used by the City for the construction of new privately owned buildings.
13. **REDEVELOPMENT AND OTHER AGREEMENTS.** The City may enter into redevelopment agreements with private developers or redevelopers, which may include but not be limited to, terms of sale, lease or conveyance of land, requirements for site improvements, public improvements, job training and interest subsidies. In the event that the City determines

that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements. In addition, the City may enter into intergovernmental agreements with public entities to construct, rehabilitate, renovate or restore public improvements.

14. **AFFORDABLE HOUSING.** The City requires that developers who receive TIF assistance for market rate housing set aside at a minimum 20% of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means that the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 120% of the area median income, and affordable rental units should be affordable to persons earning no more than 80% of the area median income.
15. **DAYCARE SERVICES.** The cost of daycare services for children of employees from low-income families working for businesses located within the redevelopment project area and all or portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.
16. **SCHOOLS.** An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act.
17. **LOW-INCOME HOUSING.** Up to 50% of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act.

To undertake these activities, redevelopment project costs will be incurred. "Redevelopment Project Costs" mean the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Plan pursuant to the Act.

The City may incur Redevelopment Project Costs which are paid for from the funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes.

The estimated Redevelopment Project Costs are shown in Table 1. The total Redevelopment Project Costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Plan. The Redevelopment Project Costs represent estimated amounts and do not represent actual City commitments or expenditures.

In the event the Act is amended after the date of the approval of this Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs (such as, for example, to include the cost of construction of residential housing), or (b) expand the scope or increase the amount

deemed to incorporate such additional, expanded or increased eligible costs as eligible costs under the Plan. In the event of such amendment(s), the City may add any new eligible redevelopment project cost as a line item in Table 1 (which sets forth the eligible costs for this Plan), or otherwise adjust the line items in Table 1 without amendment to this Plan. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment project costs without a further amendment to this Plan.

Table 1 - (Estimated Redevelopment Project Costs) represents those eligible project costs pursuant to the Act. These upper limit expenditures are potential costs to be expended over the maximum 23-year life of the Redevelopment Project Area. These funds are subject to the number of projects and amount of incremental tax revenues generated and the City's willingness to fund proposed projects on a project-by-project basis.

TABLE 1 - ESTIMATED REDEVELOPMENT PROJECT COSTS

	Program/ Action/Improvements	Estimated Costs*
1.	Assemblage of Sites(1)	\$4,000,000
2.	Site Preparation	\$5,000,000
3.	Construction of Public Works or Improvements (1):	\$12,000,000
4.	Relocation	\$500,000
5.	Rehabilitation costs of public/private buildings and fixtures(1)	\$14,000,000
6.	Job Training	\$3,000,000
7.	Interest Costs	\$1,000,000
8.	Daycare Services	\$500,000
9.	Professional Services: studies, surveys, plans & specifications, administrative costs relating to redevelopment plan, architectural, engineering, legal, marketing, financial, planning or other services	\$2,000,000
	Total Redevelopment Costs (2)(3)	\$42,000,000

*Exclusive of capitalized interest, issuance costs and other financing costs.

(1) This category may also include reimbursing capital costs of taxing districts impacted by the redevelopment of the Redevelopment Project Area, as permitted by the Act.

(2) All costs are in 1999 dollars. In addition to the above stated costs, each issue of any bonds issued to finance a phase of the Redevelopment Project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations. Adjustments to the estimated line item costs above are expected and may be made by the City without amendment to the Plan. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs as a result of changed redevelopment costs and needs.

(3) The estimated Total Redevelopment Project Costs amount does not include private redevelopment costs or costs financed from non-TIF public resources. Total Redevelopment Project Costs are inclusive of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated only by a public right of way, that are permitted under the Act to be paid from incremental property taxes generated in the Redevelopment Project Area, but do not include project costs incurred in the Redevelopment Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated only by a public right of way.

D. SOURCES OF FUNDS TO PAY REDEVELOPMENT PROJECT COSTS

Funds necessary to pay for Redevelopment Project Costs are to be derived principally from tax increment revenues and proceeds of municipal obligations that are secured principally by tax increment revenues created under the Act. There may be other sources of funds that the City may elect to use to pay for Redevelopment Project Costs or other obligations issued to pay for such costs. These sources include, but are not limited to, state and federal grants, developer contributions and land disposition proceeds generated from the Redevelopment Project Area. The City may also incur Redevelopment Project Costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes. The tax increment revenue that may be used to secure municipal obligations or pay for eligible Redevelopment Project Costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current EAV of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the certified initial base EAV of each such property in the Redevelopment Project Area. Without the adoption of the Plan and the use of such tax incremental revenues, the Redevelopment Project Area would not reasonably be anticipated to be developed.

The Redevelopment Project Area may, in the future, be contiguous to, or be separated only by a public right of way from, other redevelopment project areas created under the Act. The City may utilize incremental property taxes received from the Redevelopment Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right of way, and vice versa. The amount of revenue from the Redevelopment Project Area made available to support such contiguous redevelopment project areas, or those separated only by a public right of way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Redevelopment Project Area, shall not at any time exceed the total redevelopment Project Costs described in the Plan. The Redevelopment Project Area may become contiguous to, or separated only by a public right of way from, redevelopment project areas created under the Industrial Jobs Recovery Law (the "Law"), 65 ILCS 5/11-74.6-1, et seq. If the City finds the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right of way are interdependent with those of the Redevelopment Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Plan that net revenues from the Redevelopment Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposed to utilize incremental revenues received from the Redevelopment Project Area to pay eligible redevelopment project costs (which are eligible under the industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Redevelopment Project Area, and such areas. The amount of revenue from the Redevelopment Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Redevelopment Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 1 of this Plan.

E. ISSUANCE OF OBLIGATIONS

To finance Redevelopment Project Costs, the City may issue general obligation bonds or obligations secured by the anticipated tax increment revenue generated within the Redevelopment Project Area, or the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers to secure such obligations. In addition, the City may pledge toward payment of such obligations any part or any combination of the following: 1) net revenues of all or part of any redevelopment project; 2) taxes levied and collected on any or all property in the City; 3) a mortgage on part or all of the Redevelopment Project Area.

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this redevelopment project area is adopted (By December 31, 2023). One or more series of obligations may be sold at one or more times in order to implement this Plan. The amounts payable in any year as principal and interest on all obligations issued by the City pursuant to the Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund, or optional redemptions.

Tax increment revenues may be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and Redevelopment Project Costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

F. EQUALIZED ASSESSED VALUATION OF PROPERTIES

The purpose of identifying the most recent equalized assessed valuation ("EAV") of the Redevelopment Project Area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Redevelopment Project Area. The 1997 EAV of all taxable parcels in the Redevelopment Project Area is approximately \$71,143,039. This total EAV amount, by PIN, is summarized in Table 2. The EAV is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the Certified Initial EAV from which all incremental property taxes in the Redevelopment Project Area will be calculated by Cook County. If the 1998 EAV shall become available prior to the date of the adoption of the Plan by the City Council, the City may update the Plan by replacing the 1997 EAV with the 1998 EAV without further City Council action.

G. ANTICIPATED EQUALIZED ASSESSED VALUATION

Although development in the Redevelopment Project Area may occur after 2009, it is not possible to estimate with accuracy the effect of such future development on the EAV for the Redevelopment Project Area. By the year 2009, when it is estimated that the Redevelopment Project, based on currently known information, will be completed and fully assessed, the estimated EAV of real property within the Redevelopment Project Area is estimated to be between \$95,000,000 and \$100,000,000. These estimates are based on several key assumptions, including: 1) all currently projected development will be completed by 2009; 2) the market value of the anticipated developments will increase following completion of the redevelopment activities described in the Redevelopment Project; 3) the most recent State Multiplier of 2.1489 as applied to 1997 assessed values will remain unchanged; 4) for the duration of the Redevelopment Project Area, the tax rate for the entire area is assumed to be the same and will remain unchanged from the 1997 level; and 5) growth from reassessments of existing properties in the Redevelopment Project Area will be at a rate of 2.5% per year with a reassessment every three years. In addition, as described in Section N of the Plan, "Phasing and Scheduling of Redevelopment," public improvements and the expenditure of Redevelopment Project Costs may be necessary in furtherance of the Plan throughout the 23-year period that the Plan is in effect.

H. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

As described in Section IV - Conservation Area Conditions, the Redevelopment Project Area as a whole is adversely impacted by the presence of numerous blighting or conservation area factors, and these factors are reasonably distributed throughout the Redevelopment Project Area. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. Continued existence of the factors referenced above and the lack of new development projects initiated or completed within the Redevelopment Project Area evidence the lack of private investment.

The lack of growth and investment by the private sector is supported by the trend in the EAV of all the property in the Redevelopment Project Area. The EAV for all property in the City increased from \$28,661,954,119 in 1993 to \$35,893,677,135 in 1997, a total of 25.23% or an average of 6.31% per year. Over the last four years, from 1993 to 1997, the Redevelopment Project Area has experienced an overall EAV increase of 15.40% from \$61,650,512 in 1993 to \$71,143,039 in 1997, an average increase of 3.85% per year.

A summary of the building permit requests for new construction and major renovation in the Redevelopment Project Area is found in Exhibit 2 - Building Permit Requests. Building permit requests for new construction and renovation representing new investment for the Redevelopment Project Area from 1993 - 1999 totaled \$1,158,330.

It is clear from the study of this Redevelopment Project Area that private investment in revitalization and redevelopment has not occurred to overcome the Conservation Area conditions that currently exist. The Redevelopment Project Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Plan.

I. FINANCIAL IMPACT OF THE REDEVELOPMENT PROJECT

Without the adoption of this Plan and tax increment financing, the Redevelopment Project Area is not reasonably expected to be redeveloped by private enterprise. Conservation Area conditions are likely to continue and spread, and the surrounding area will become less attractive for the maintenance and improvement of existing buildings and sites. The possible erosion of the assessed value of property, which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment, could lead to a reduction of real estate tax revenue to all taxing districts. Successful implementation of the Plan is expected to enhance the values of properties within and adjacent to the Redevelopment Project Area.

Subsections A, B, & C of Section V of this Plan describe the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Project will be staged with private investment taking place over a period of years. If the Redevelopment Project is successful, new private investment will be undertaken that will assist in alleviating the blighting conditions which caused the Redevelopment Project Area to qualify as a Conservation Area under the Act.

The Redevelopment Project is expected to have minor financial impacts on the taxing districts affected by the Plan. During the period when tax increment financing is utilized in furtherance of this Plan, real estate tax increment revenues (from the increases in EAV over and above the Certified Base EAV established at the time of adoption of this Plan) will be used to pay eligible redevelopment project costs for the Redevelopment Project Area. Incremental revenues will not be available to these taxing districts during this period. When the Redevelopment Project Area is no longer in place, the real estate tax revenues will be distributed to all taxing districts levying taxes against property located in the Redevelopment Project Area.

J. DEMAND ON TAXING DISTRICT SERVICES

The following major taxing districts presently levy taxes on properties located within the Redevelopment Project Area: City of Chicago; Chicago Board of Education District 299; Chicago School Finance Authority; Chicago Park District; Chicago Community College District 508; Metropolitan Water Reclamation District of Greater Chicago; County of Cook; and Cook County Forest Preserve District.

The proposed Redevelopment Plan and Project involves the rehabilitation of existing commercial and/or residential buildings and possibly the construction of new commercial and residential

developments. Therefore, as discussed below, the financial burden of the Redevelopment Plan and Project on taxing districts is expected to be moderate. In addition to the major taxing districts summarized above, the City of Chicago Library Fund has taxing jurisdiction over part or all of the Redevelopment Project Area. The City of Chicago Library Fund (formerly a separate taxing district from the City) no longer extends taxing levies but continues to exist for the purpose of receiving delinquent taxes.

IMPACT OF THE REDEVELOPMENT PROJECT

The commercial and/or residential rehabilitation should not increase the demand for services and/or capital improvements to be provided by the Chicago Board of Education, the Metropolitan Water Reclamation District, the Chicago Park District and the City. The estimated nature of these demands for services on these taxing districts is described below.

Chicago Board of Education. The commercial/residential rehabilitation should not increase demand for the educational services and the number of schools provided by the Chicago Board of Education. There are currently no Chicago Public Schools located in the Redevelopment Project Area. The City will monitor residential development if it were to occur, with the cooperation of the Chicago Board of Education, to ensure that any increase in demand for services or future improvements will be addressed.

Metropolitan Water Reclamation District of Greater Chicago. The commercial/residential rehabilitation should not substantially increase the demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District.

Chicago Park District. The commercial/residential rehabilitation should not increase the need for additional parks beyond any existing needs. There are no parks in the Redevelopment Project Area. The City intends to monitor development with the cooperation of the Chicago Park District to ensure that any increase in the demand for services or future improvements will be adequately addressed.

City of Chicago. The commercial/residential rehabilitation should not increase the demand for services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, etc. It is expected that any increase in demand for the City services and programs maintained and operated by the City can be adequately addressed by the appropriate City departments.

In 1994, the Act was amended to require an assessment of any financial impact of the Redevelopment Project Area on, or any increased demand for services from, any taxing district affected by the Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Redevelopment Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

K. PROGRAM TO ADDRESS FINANCIAL AND SERVICE IMPACTS

As described in detail in prior sections of this Plan, the complete scale and amount of development in the Redevelopment Project Area cannot be predicted with complete certainty and the demand for services provided by the affected taxing districts cannot be quantified. The implementation of the Plan would be to serve the goals and objectives as identified in Section II. As a result, the City has not developed, at present, any additional specific plans to address the impact of the Redevelopment Project on taxing districts.

As indicated in Section V, subsection C and Table 1, Estimated Redevelopment Project Costs, the City may provide public improvements and facilities to service the Redevelopment Project Area. Potential public improvements and facilities provided by the City may mitigate some of the additional service and capital demands placed on taxing districts as a result of the implementation of this Redevelopment Project.

L. PROVISION FOR AMENDING ACTION PLAN

The Devon & Western Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

M. FAIR EMPLOYMENT PRACTICES, AFFIRMATIVE ACTION PLAN AND PREVAILING WAGE AGREEMENT

The City is committed to and will affirmatively implement the following principles with respect to the Redevelopment Project Area.

1. The assurance of equal opportunity in all personnel and employment actions with respect to the Redevelopment Project, including but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed, or ancestry.
2. Redevelopers must meet the City's standards for participation of 25% Minority Business Enterprises and 5% Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
3. This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

4. Redevelopers must meet City standards for the prevailing wage rate as ascertained by the Illinois Department of Labor to all protect employees.

The City shall have the right in its sole discretion to exempt certain small businesses and developers from items two and four above.

N. PHASING AND SCHEDULING OF REDEVELOPMENT

A phased implementation strategy will be used to achieve a timely and orderly redevelopment of the Redevelopment Project Area. It is expected that over the 23 years that this Plan is in effect, numerous public/private improvements and developments can be expected to take place. City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers. The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this redevelopment project area is adopted (By December 31, 2023).

[Map 1 of (Sub)Exhibit 3 referred to in this Devon and Western Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project Constitutes Exhibit "E" to the ordinance and is printed on page 13432 of this Journal.]

[(Sub)Exhibit 1 referred to in this Devon and Western Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project constitutes Exhibit "C" to the ordinance and is printed on pages 13423 through 13431 of this Journal.]

Table 2, (Sub)Exhibit 2, Maps 1A, 1B, 1C, 2, 3 and 4 of (Sub)Exhibit 3 and (Sub)Exhibit 4 referred to in this Devon and Western Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project read as follows:

Table 2.

(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

1997 Equalized Assessed Valuation.

(Page 1 of 6)

	PIN Number	EAV
1	10-36-320-029	\$85,010
2	10-36-320-030	\$25,716
3	10-36-320-031	\$50,140
4	10-36-320-032	\$50,140
5	10-36-320-033	\$121,555
6	10-36-320-050	\$182,379
7	10-36-321-026	\$193,809
8	10-36-321-027	\$146,985
9	10-36-321-028	\$34,088
10	10-36-321-069	\$316,438
11	10-36-322-024	\$52,831
12	10-36-322-025	\$52,831
13	10-36-322-026	\$96,782
14	10-36-322-027	\$50,615
15	10-36-322-028	\$125,704
16	10-36-322-039	\$219,981
17	10-36-323-016	\$165,506
18	10-36-323-017	\$409,507
19	10-36-323-018	\$142,941
20	10-36-323-019	\$129,016
21	10-36-323-020	\$131,783
22	10-36-324-018	\$107,514
23	10-36-324-019	\$89,962
24	10-36-324-020	\$300,087
25	10-36-324-032	\$356,073
26	10-36-325-022	\$56,114
27	10-36-325-026	\$146,022
28	10-36-325-027	\$20,400
29	10-36-325-028	\$30,600
30	10-36-325-032	\$217,580
31	10-36-325-033	\$206,677
32	10-36-325-034	\$100,670
33	10-36-325-035	\$109,845
34	10-36-326-027	\$104,142
35	10-36-326-028	\$198,995
36	10-36-326-029	\$242,314
37	10-36-326-030	\$294,354
38	10-36-326-033	\$106,145
39	10-36-326-034	\$67,271
40	10-36-327-026	\$94,913
41	10-36-327-027	\$106,005
42	10-36-327-028	\$293,314
43	10-36-327-032	\$107,357
44	10-36-327-033-1001	\$71,743
	10-36-327-033-1002	\$71,743

	PIN Number	EAV
	10-36-327-033-1003	\$71,743
	10-36-327-033-1004	\$73,492
45	10-36-424-023	\$174,633
46	10-36-424-024	\$158,776
47	10-36-424-025	\$104,114
48	10-36-424-026	\$104,114
49	10-36-424-027	\$144,544
50	10-36-424-028	\$109,680
51	10-36-424-029	\$361,851
52	10-36-425-027	\$401,797
53	10-36-425-028	\$183,424
54	10-36-425-029	\$183,424
55	10-36-425-030	\$149,901
56	10-36-425-031	\$458,771
57	10-36-425-032	\$235,470
58	10-36-425-033	\$69,749
59	10-36-426-027	\$218,124
60	10-36-426-028	\$30,450
61	10-36-426-029	\$68,277
62	10-36-426-030	\$87,722
63	10-36-426-031	\$87,722
64	10-36-426-032	\$81,557
65	10-36-426-033	\$81,557
66	10-36-426-034	\$242,265
67	10-36-427-027	\$223,071
68	10-36-427-028	\$149,660
69	10-36-427-029	\$114,852
70	10-36-427-030	\$107,017
71	10-36-427-031	\$106,783
72	10-36-427-032	\$118,473
73	10-36-427-033	\$328,893
74	10-36-428-024	\$278,074
75	10-36-428-025	\$83,878
76	10-36-428-026	\$319,090
77	10-36-428-027	\$332,830
78	10-36-428-033-8001	Exempt
	10-36-428-033-8002	\$161,784
79	10-36-429-026	\$483,503
80	10-36-429-027	\$117,467
81	10-36-429-028	\$115,213
82	10-36-429-029	\$43,442
83	10-36-429-030	\$63,055
84	10-36-429-031	\$210,472
85	10-36-430-013	\$57,949
86	10-36-430-025	\$42,527

Table 2.

(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

1997 Equalized Assessed Valuation.

(Page 2 of 6)

87	10-36-430-026	\$199,439
88	10-36-430-027	\$190,399
89	10-36-430-028	\$218,943
90	10-36-430-029	\$170,896
91	10-36-431-012	\$58,308
92	10-36-431-013	\$173,401
93	10-36-431-014	\$142,500
94	10-36-431-015	\$28,462
95	10-36-431-016	\$127,045
96	10-36-431-017	\$42,112
97	10-36-431-018	\$111,040
98	10-36-431-019	\$83,519
99	10-36-431-020	\$169,346
100	10-36-431-021	\$97,667
101	10-36-431-022	\$77,911
102	10-36-431-023	\$385,549
103	10-36-431-024	\$378,615
104	11-31-312-013	\$31,311
105	11-31-312-014	\$32,921
106	11-31-312-015	\$30,712
107	11-31-312-016	\$15,548
108	11-31-312-035	\$106,435
109	11-31-312-036	\$64,385
110	11-31-312-037	\$65,784
111	11-31-312-038	\$91,958
112	11-31-312-039	\$132,099
113	11-31-312-040	\$144,492
114	11-31-312-041	\$311,932
115	11-31-312-043	\$1,501,361
116	11-31-313-029	\$225,635
117	11-31-313-030	\$60,227
118	11-31-313-031	\$60,227
119	11-31-313-032	\$124,361
120	11-31-313-033	\$43,848
121	11-31-313-034	\$74,621
122	11-31-313-035	\$57,055
123	11-31-313-036	\$350,103
124	11-31-314-028	\$180,447
125	11-31-314-029	\$45,853
126	11-31-314-030	\$69,573
127	11-31-314-031	\$71,126
128	11-31-314-032	\$69,573
129	11-31-314-033	\$61,772
130	11-31-314-034	\$61,772
131	11-31-314-035	\$157,295
132	11-31-315-026	\$188,744
133	11-31-315-040	\$546,237
134	11-31-316-029	\$231,067

135	11-31-316-030	\$19,774
136	11-31-316-031	\$19,819
137	11-31-316-032	\$19,819
138	11-31-316-033	\$19,819
139	11-31-316-034	\$19,819
140	11-31-316-035	\$20,402
141	11-31-316-045	\$65,075
142	11-31-317-025	\$170,064
143	11-31-317-026	\$37,776
144	11-31-317-028	\$54,292
145	11-31-317-029	\$77,562
146	11-31-317-030	\$83,152
147	11-31-317-033	\$113,064
148	11-31-317-034	\$115,637
149	11-31-318-027	\$104,404
150	11-31-318-028	\$35,605
151	11-31-318-031	\$31,767
152	11-31-318-032	\$58,214
153	11-31-318-033	Exempt
154	11-31-318-034	Exempt
155	11-31-318-035	\$89,944
156	11-31-318-036	\$131,360
157	11-31-318-037	\$202,104
158	11-31-319-033	\$214,888
159	11-31-319-038	Exempt
160	11-31-401-026	\$123,274
161	11-31-401-027	\$42,969
162	11-31-401-028	\$33,712
163	11-31-401-029	\$28,481
164	11-31-401-084	Exempt
165	11-31-401-085	\$640,370
166	11-31-401-086	\$618,322
167	11-31-402-053	\$128,996
168	11-31-402-077	\$245,398
169	11-31-402-087	\$50,213
170	11-31-418-010	\$111,395
171	11-31-418-011	\$111,395
172	11-31-418-012	\$124,232
173	11-31-418-013	\$124,232
174	11-31-418-014	\$124,232
175	11-31-418-015	Exempt
176	11-31-418-016	\$205,966
177	11-31-419-018	\$74,719
178	11-31-419-019	\$30,940
179	11-31-419-020	\$27,168
180	11-31-419-027	\$163,654
181	11-31-419-028	\$164,249
182	11-31-420-007	\$58,970

Table 2.

(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

1997 Equalized Assessed Valuation.

(Page 3 of 6)

183	11-31-420-008	Exempt
184	11-31-420-009	\$52,291
185	11-31-420-010	\$101,632
186	11-31-420-011	Exempt
187	13-01-100-001	\$232,722
188	13-01-100-002	\$41,057
189	13-01-100-003	\$119,032
190	13-01-100-004	Exempt
191	13-01-100-005	Exempt
192	13-01-100-006	Exempt
193	13-01-101-001	\$107,161
194	13-01-101-002	\$39,228
195	13-01-101-003	\$43,670
196	13-01-101-004	\$43,670
197	13-01-101-005	\$43,670
198	13-01-101-006	\$42,136
199	13-01-101-007	\$70,963
200	13-01-101-008	\$35,764
201	13-01-101-009	\$123,774
202	13-01-101-010	\$201,782
203	13-01-102-001	\$76,630
204	13-01-102-002	\$58,441
205	13-01-102-003	\$58,441
206	13-01-102-004	\$55,446
207	13-01-102-005	Exempt
208	13-01-102-006	Exempt
209	13-01-102-007	Exempt
210	13-01-102-008	Exempt
211	13-01-102-009	Exempt
212	13-01-102-010	Exempt
213	13-01-103-041	Exempt
214	13-01-103-055	Exempt
215	13-01-104-001	\$192,954
216	13-01-104-002	\$88,500
217	13-01-104-003	\$88,500
218	13-01-104-004	Exempt
219	13-01-104-005	Exempt
220	13-01-104-006	Exempt
221	13-01-104-007	Exempt
222	13-01-104-008	Exempt
223	13-01-105-001	\$186,847
224	13-01-105-002	\$89,663
225	13-01-105-003	\$89,663
226	13-01-105-004	\$43,210
227	13-01-105-005	\$43,210
228	13-01-105-006	\$87,520
229	13-01-105-042	\$88,010
230	13-01-105-043	\$151,540

231	13-01-106-001	Exempt
232	13-01-106-002	Exempt
233	13-01-106-003	Exempt
234	13-01-106-004	Exempt
235	13-01-106-005	Exempt
236	13-01-106-006	Exempt
237	13-01-106-007	Exempt
238	13-01-106-008	Exempt
239	13-01-107-010	\$23,780
240	13-01-107-011	\$12,969
241	13-01-107-019	\$53,166
242	13-01-107-020	\$33,577
243	13-01-107-029	\$729,958
244	13-01-200-001	\$244,975
245	13-01-200-002	\$123,429
246	13-01-200-003	\$76,800
247	13-01-200-004	\$94,019
248	13-01-200-005	\$136,949
249	13-01-200-006	\$46,728
250	13-01-200-007	\$377,029
251	13-01-201-001	\$183,271
252	13-01-201-002	\$66,079
253	13-01-201-003	\$60,831
254	13-01-201-004	\$26,977
255	13-01-201-005	\$26,943
256	13-01-201-006	\$118,576
257	13-01-201-007	\$234,340
258	13-01-202-004	\$161,350
259	13-01-202-005	\$49,715
260	13-01-202-006	Exempt
261	13-01-202-007	\$93,683
262	13-01-202-008	\$404,541
263	13-01-202-033	\$177,319
264	13-01-202-034	\$146,430
265	13-01-203-005	\$92,334
266	13-01-203-006	\$95,484
267	13-01-203-007	\$73,679
268	13-01-203-008	\$73,679
269	13-01-203-009	\$195,303
270	13-01-203-036	\$282,535
271	13-01-203-037	\$235,075
272	13-01-204-001	\$305,963
273	13-01-204-002	\$79,376
274	13-01-204-003	\$79,376
275	13-01-204-004	\$150,251
276	13-01-204-005	\$150,251
277	13-01-204-006	\$199,502
278	13-01-204-007	\$134,575

Table 2.

(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

1997 Equalized Assessed Valuation.
(Page 4 of 6)

279	13-01-204-008	\$285,196
280	13-01-205-001	\$529,360
281	13-01-205-002	\$471,288
282	13-01-205-003	\$432,097
283	13-01-205-041	\$876,981
284	13-01-205-042	\$30,265
285	13-01-206-001	\$192,894
286	13-01-206-004	\$89,035
287	13-01-206-005	\$85,163
288	13-01-206-006	\$85,163
289	13-01-206-007	\$85,333
290	13-01-206-008	\$183,018
291	13-01-206-032	\$261,306
292	13-01-207-001	\$360,328
293	13-01-207-010	\$375,086
294	13-01-207-011	\$227,089
295	13-01-207-012	Exempt
296	13-01-207-013	\$237,155
297	13-01-207-014	\$351,943
298	13-01-215-019	\$118,703
299	13-01-215-020	\$23,724
300	13-01-215-021	\$23,724
301	13-01-215-022	\$481,483
302	13-01-215-023	\$550,075
303	13-01-215-024	\$155,548
304	13-01-215-026	\$146,366
305	13-01-215-027	\$346,910
306	13-01-215-028	\$123,854
307	13-01-215-029	\$94,171
308	13-01-215-033	\$197,901
309	13-01-215-034	\$120,618
310	13-01-223-018	\$122,891
311	13-01-223-019	\$62,636
312	13-01-223-020	\$62,636
313	13-01-223-021	\$47,222
314	13-01-223-022	\$47,222
315	13-01-223-023	\$47,222
316	13-01-223-024	\$47,222
317	13-01-223-025	\$129,110
318	13-01-223-026	\$90,651
319	13-01-223-027	\$241,422
320	13-01-223-028	\$178,129
321	13-01-223-032	\$85,756
322	13-01-223-034	\$84,579
323	13-01-230-040	\$146,912
324	13-01-230-048	\$23,223
325	13-01-230-049	\$23,223
326	13-01-230-050	\$23,223

327	13-01-230-051	\$26,876
328	13-01-230-052	\$77,268
329	13-01-230-053	\$69,910
330	13-01-230-054	\$40,346
331	13-01-230-055	\$40,343
332	13-01-230-056	\$60,109
333	13-01-230-058	\$529,899
334	13-01-230-063	\$444,182
335	13-01-407-035	\$689,541
336	13-01-415-021	\$16,360
337	13-01-415-022	\$16,360
338	13-01-415-023	\$181,333
339	13-01-415-024	\$95,620
340	13-01-415-027	\$688,776
341	13-01-415-032	\$146,948
342	13-01-415-033	\$65,154
343	13-01-415-034	\$161,739
344	13-01-415-035	\$232,144
345	13-01-415-036	\$136,520
346	13-01-415-037	\$152,387
347	13-01-415-038	\$150,309
348	13-01-415-041	\$68,567
349	13-01-423-020	\$128,416
350	13-01-423-021	\$79,739
351	13-01-423-024	\$87,366
352	13-01-423-025	Exempt
353	13-01-423-026	\$83,528
354	13-01-423-027	\$40,270
355	13-01-423-028	\$29,035
356	13-01-423-029	\$53,819
357	13-01-423-030	\$100,422
358	13-01-423-031	\$68,419
359	13-01-423-032	\$113,346
360	13-01-423-033	\$63,197
361	13-01-423-034	\$38,467
362	13-01-423-035	\$122,642
363	13-01-423-036	\$23,200
364	13-01-423-037	\$108,979
365	13-01-432-015	\$136,043
366	13-01-432-016	\$93,907
367	13-01-432-017	\$178,690
368	13-01-432-018	\$6,670
369	13-01-432-019	\$97,298
370	13-01-432-020	\$74,861
371	13-01-432-025	\$110,469
372	13-01-432-026	\$55,287
373	13-01-432-027	\$9,172
374	13-01-432-028	\$100,425

Table 2.

(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

1997 Equalized Assessed Valuation.

(Page 5 of 6)

375	13-01-432-029	\$97,936
376	13-01-432-030	\$97,936
377	13-01-432-033	\$334,605
378	13-01-432-034	\$139,249
379	13-01-432-035	\$114,319
380	13-12-209-023	Exempt
381	13-12-209-024	\$80,317
382	13-12-209-025	\$80,317
383	13-12-209-026	\$74,808
384	13-12-209-027	\$115,699
385	13-12-209-028	\$50,301
386	13-12-209-029	\$44,282
387	13-12-209-030	\$44,282
388	13-12-209-031	\$16,235
389	13-12-209-032	\$16,235
390	13-12-209-033	\$100,553
391	13-12-209-034	\$100,553
392	13-12-209-035	\$47,776
393	13-12-209-036	\$42,802
394	13-12-209-037	\$28,084
395	13-12-209-046	\$92,420
396	13-12-209-047	\$76,767
397	13-12-209-049	\$44,637
398	13-12-218-012	\$33,855
399	13-12-218-013	\$58,151
400	13-12-218-014	\$32,940
401	13-12-218-015	\$33,112
402	13-12-218-016	\$33,675
403	13-12-218-017	\$33,398
404	13-12-218-018	\$37,900
405	13-12-218-019	\$30,900
406	13-12-218-023	\$250,055
407	13-12-218-025	\$286,539
408	13-12-218-026	\$38,963
409	13-12-218-034	Exempt
410	13-12-226-004	\$660,737
411	13-12-226-005	\$505,855
412	13-12-226-006	\$2,624,209
413	13-12-226-007	\$383,763
414	13-12-226-015	\$193,079
415	13-12-226-018	Exempt
416	13-12-226-019	Exempt
417	13-12-233-025	\$235,358
418	13-12-233-032	\$331,846
419	13-12-234-004	\$313,202
420	13-12-234-008	\$77,036
421	14-06-100-001	\$297,010
422	14-06-100-002	\$129,486

423	14-06-100-004	\$263,406
424	14-06-100-005	\$114,934
425	14-06-100-033	\$305,728
426	14-06-100-038	\$84,267
427	14-06-100-039	\$188,785
428	14-06-100-040-8001	Exempt
	14-06-100-040-8002	\$12,397
429	14-06-100-041-8001	Exempt
	14-06-100-041-8002	\$5,385
430	14-06-100-042-8001	Exempt
	14-06-100-042-8002	\$5,338
431	14-06-100-043-8001	Exempt
	14-06-100-043-8002	\$11,540
432	14-06-101-001	\$392,722
433	14-06-101-002	\$120,151
434	14-06-101-003	\$184,502
435	14-06-101-004	\$122,633
436	14-06-101-005	\$99,361
437	14-06-101-006	\$100,663
438	14-06-101-007	\$629,088
439	14-06-102-001	\$310,514
440	14-06-102-002	\$122,805
441	14-06-102-003	\$98,551
442	14-06-102-004	\$113,079
443	14-06-102-005	\$92,308
444	14-06-102-006	\$78,867
445	14-06-102-007	\$124,103
446	14-06-102-008	\$233,132
447	14-06-103-005	\$51,780
448	14-06-103-013	\$203,602
449	14-06-103-014	\$239,125
450	14-06-105-001	\$268,881
451	14-06-105-002	\$100,369
452	14-06-105-003	\$255,408
453	14-06-105-004	\$71,356
454	14-06-105-005	\$218,651
455	14-06-105-006	\$114,298
456	14-06-105-007	\$114,298
457	14-06-105-008	\$123,557
458	14-06-105-009	\$123,557
459	14-06-105-010	\$25,533
460	14-06-105-011	\$23,466
461	14-06-105-012	\$46,936
462	14-06-105-013	\$72,362
463	14-06-105-014	\$146,254
464	14-06-110-001	\$494,617
465	14-06-110-002	\$21,186
466	14-06-110-003	\$42,138

Table 2.

(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

1997 Equalized Assessed Valuation.

(Page 6 of 6)

467	14-06-110-004	\$42,323
468	14-06-110-005	\$39,520
469	14-06-110-052	\$39,398
470	14-06-110-084	\$489,732
471	14-06-110-085	\$82,887
472	14-06-112-002	\$99,726
473	14-06-112-003	\$49,925
474	14-06-112-018	\$123,970
475	14-06-112-019	\$128,272
476	14-06-112-020	\$137,523
477	14-06-112-021	\$208,173
478	14-06-114-001	\$55,581
479	14-06-114-002	\$71,799
480	14-06-114-003	\$71,799
481	14-06-114-004	\$23,913
482	14-06-114-005	\$29,208
483	14-06-114-006	\$23,913
484	14-06-114-007	\$23,913
485	14-06-114-008	\$23,913
486	14-06-114-009	\$23,913
487	14-06-114-010	\$23,913
488	14-06-114-011	\$23,913
489	14-06-114-012	\$23,745
490	14-06-114-013	\$24,491
491	14-06-114-014	\$23,266
492	14-06-114-015	\$22,626
493	14-06-114-016	\$23,848
494	14-06-201-003	\$72,050
495	14-06-201-013	\$550,724
496	14-06-201-014	\$1,702
497	14-06-202-001	\$24,929
498	14-06-202-002	\$27,888
499	14-06-202-003	\$23,035
500	14-06-202-004	\$27,080
501	14-06-202-005	\$17,156
502	14-06-202-006	\$30,099
503	14-06-202-007	\$28,894
504	14-06-202-008	\$544,059
505	14-06-203-007	\$205,282
506	14-06-203-017	Exempt
507	14-06-203-018	\$498,869
508	14-06-204-001	Exempt

509	14-06-204-002	\$27,882
510	14-06-204-003	\$32,405
511	14-06-204-004	\$30,147
512	14-06-204-005	\$30,542
513	14-06-204-006	\$29,072
514	14-06-300-002	Exempt
515	14-06-300-003	\$20,481
516	14-06-500-001	Railroad
517	14-07-100-001	Exempt
518	14-07-104-001	Exempt
519	14-07-104-002	Exempt
520	14-07-104-004	Exempt
521	14-07-104-006	\$694,093
522	14-07-104-007	Exempt
523	14-07-104-008	Exempt
524	14-07-104-009	\$62,228
525	14-07-104-010	\$28,003
526	14-07-104-011	\$32,461
527	14-07-104-012	\$23,958
528	14-07-104-013	\$31,041
529	14-07-104-014	\$15,261
530	14-07-104-015	Exempt
531	14-07-104-016	Exempt
532	14-07-104-017	Exempt
533	14-07-112-002	\$71,599
534	14-07-112-037	Exempt
535	14-07-112-038	\$204,833
536	14-07-112-040	\$178,913
537	14-07-112-041	\$38,884
538	14-07-114-001	\$2,243
539	14-07-114-002	\$20,538
540	14-07-114-003	\$21,383
541	14-07-114-004	\$26,661
542	14-07-114-021	\$25,630
543	14-07-114-022	\$69,416
544	14-07-114-023	\$112,026
545	14-07-114-024	\$150,821

TOTAL: \$71,143,039

(Sub)Exhibit 2.

(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Building Permit Requests.

	Permit #	Date	Address	Investment
1.	797693	12/15/94	6415 N. Western	\$15,000
2.	801862	4/3/95	2534 W. Devon	\$150,000
3.	804120	5/15/95	2755 W. Devon	\$9,000
4.	815961	12/8/95	2241 W. Devon	\$7,000
5.	9600318	2/8/96	2534 W. Devon	\$23,500
6.	96002059	3/20/96	2322 W. Devon	\$22,000
7.	96008604	7/1/96	3055 W. Devon	\$2,200
8.	837720	12/13/96	2812 W. Devon	\$20,000
9.	838659	1/7/97	2414 W. Devon	\$18,500
10.	845632	5/02/97	2334 W. Devon	\$11,130
11.	846690	5/15/97	5950 N. Western	\$400,000
12.	867582	10/14/97	6454 N. Western	\$480,000
			Total (12 permits)	\$1,158,330

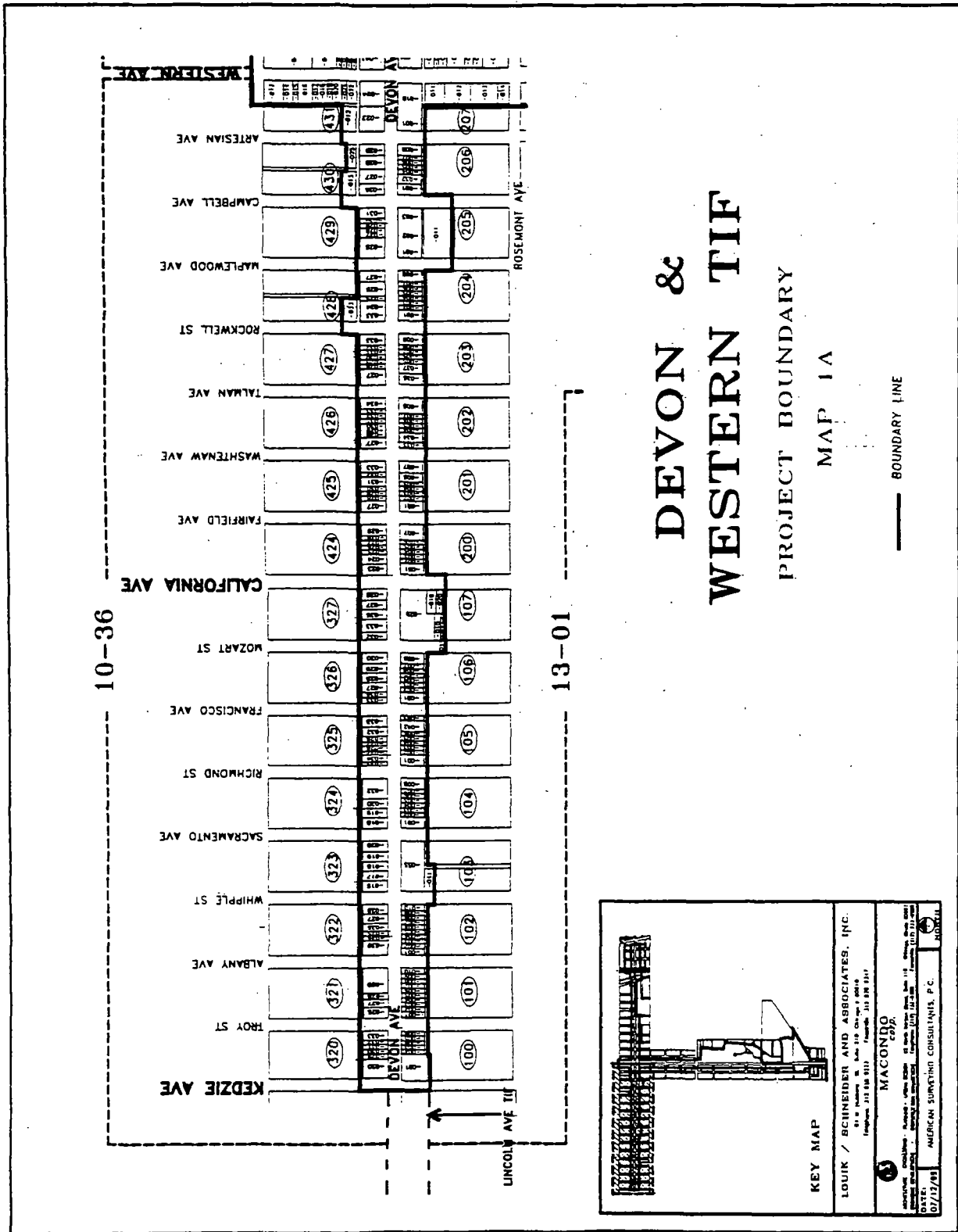
DEMOLITION PERMITS

Permit #	Date	Address	Amount
8110700-71	9/12/95	1841 W. Devon	\$0
96003513	4/17/96	2043 W. Devon	\$30,000
856721	9/9/97	5950 N. Western	\$9,300
		Total (3 permit)	\$39,300

(Sub)Exhibit 3 - Map 1A.

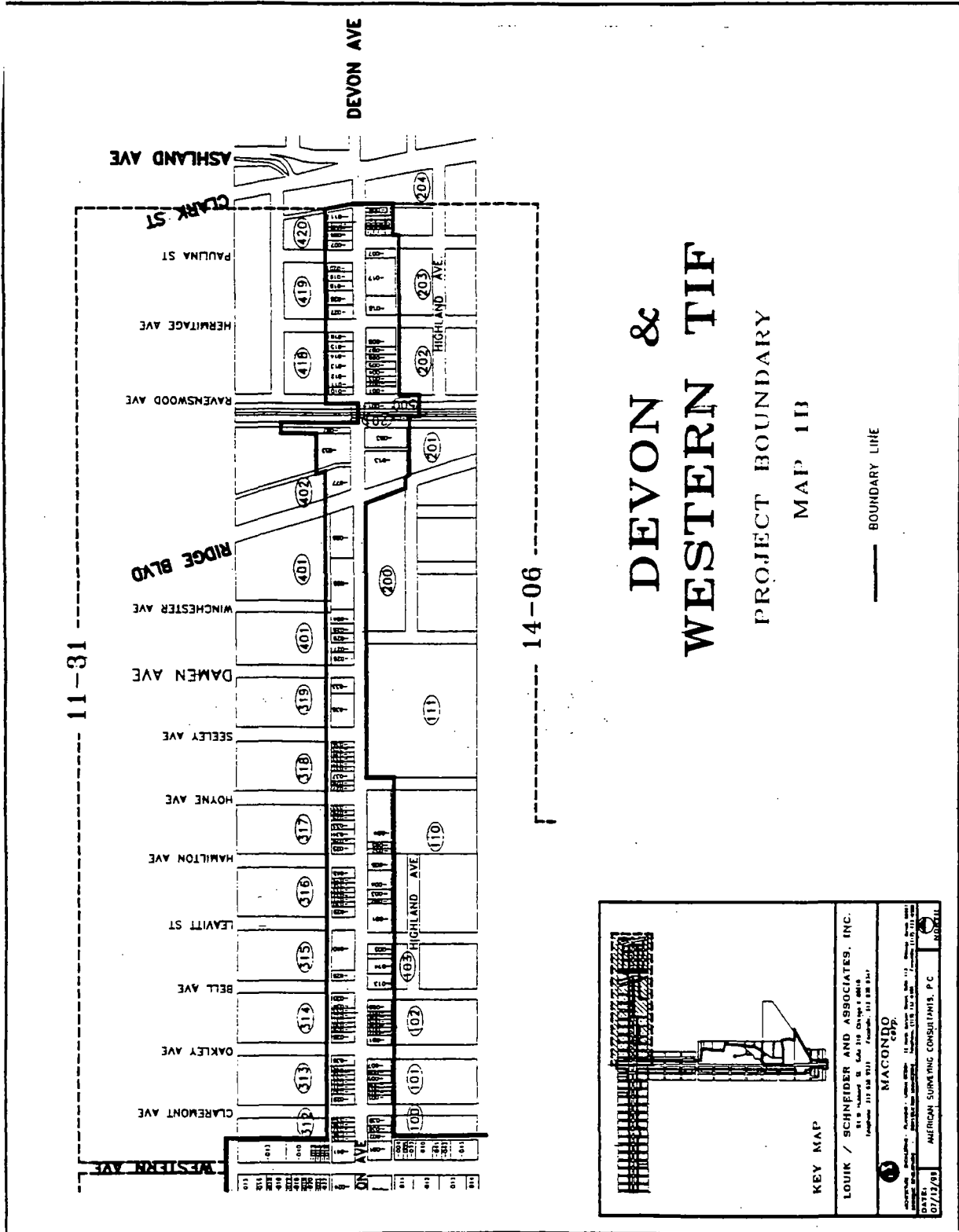
(To Devon And Western Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan And Project)

Project Boundary.



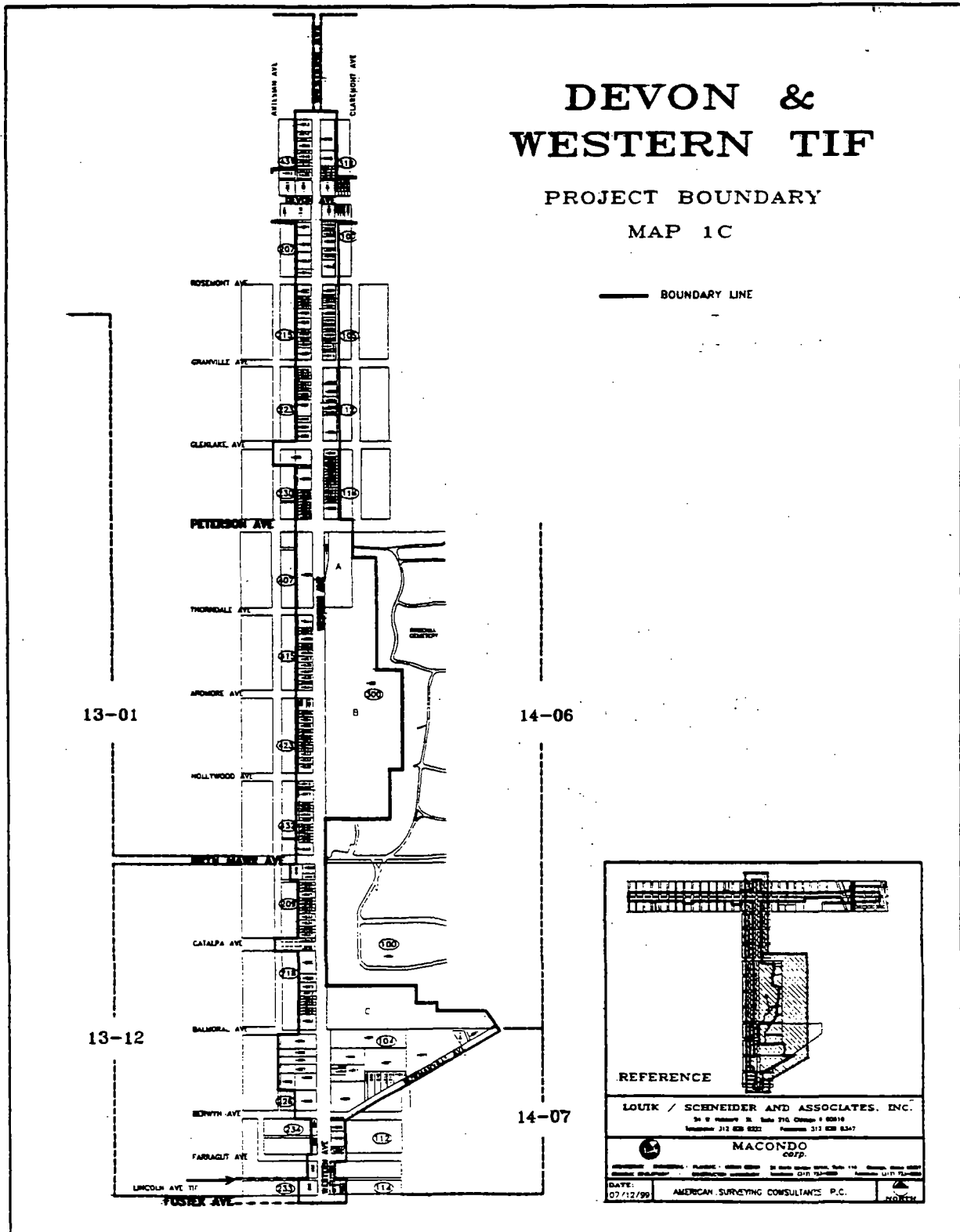
(Sub)Exhibit 3 -- Map 1B.
(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Project Boundary.



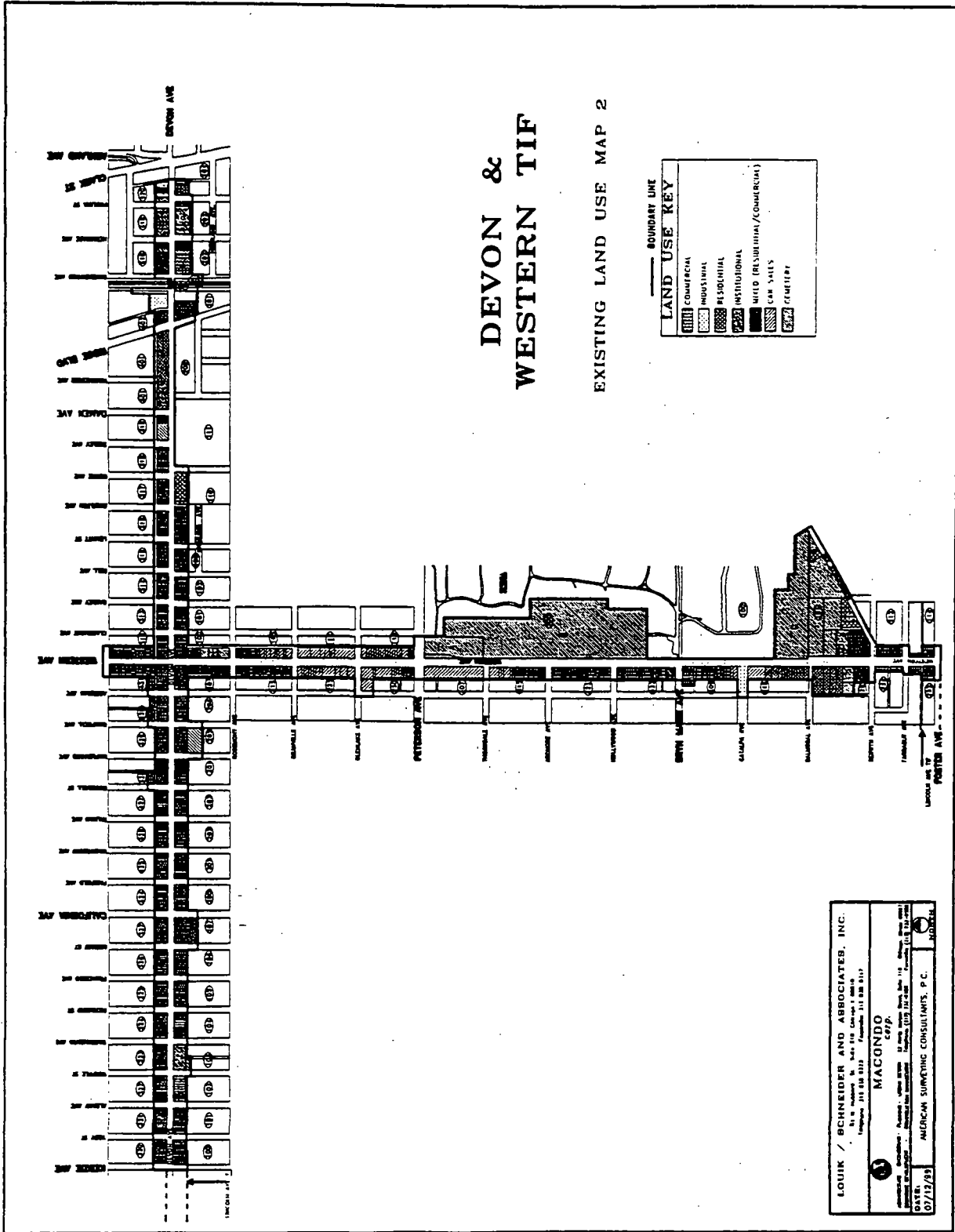
(Sub)Exhibit 3 -- Map 1C.
(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Project Boundary.



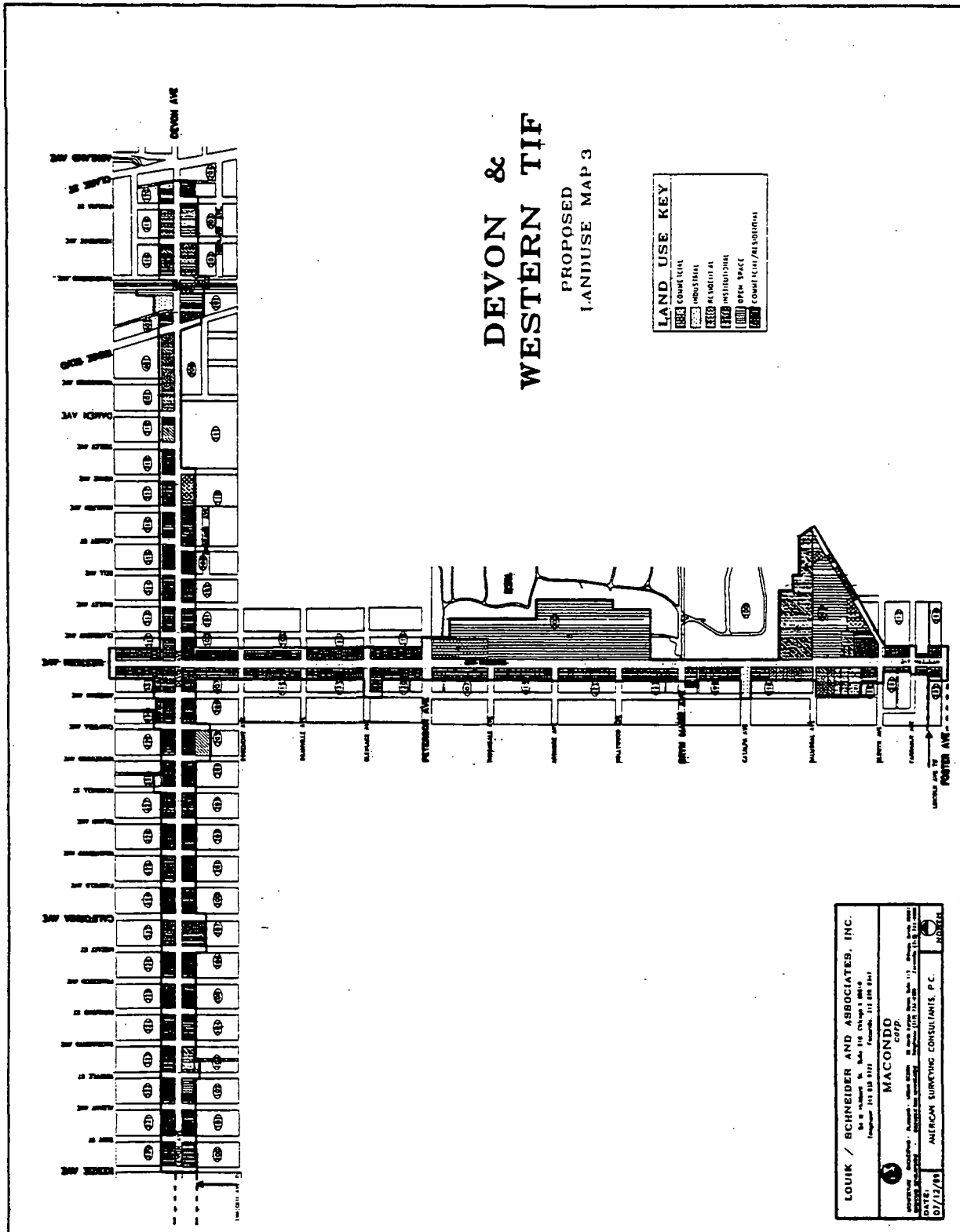
(Sub)Exhibit 3 -- Map 2.
 (To Devon And Western Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Existing Land-Use.



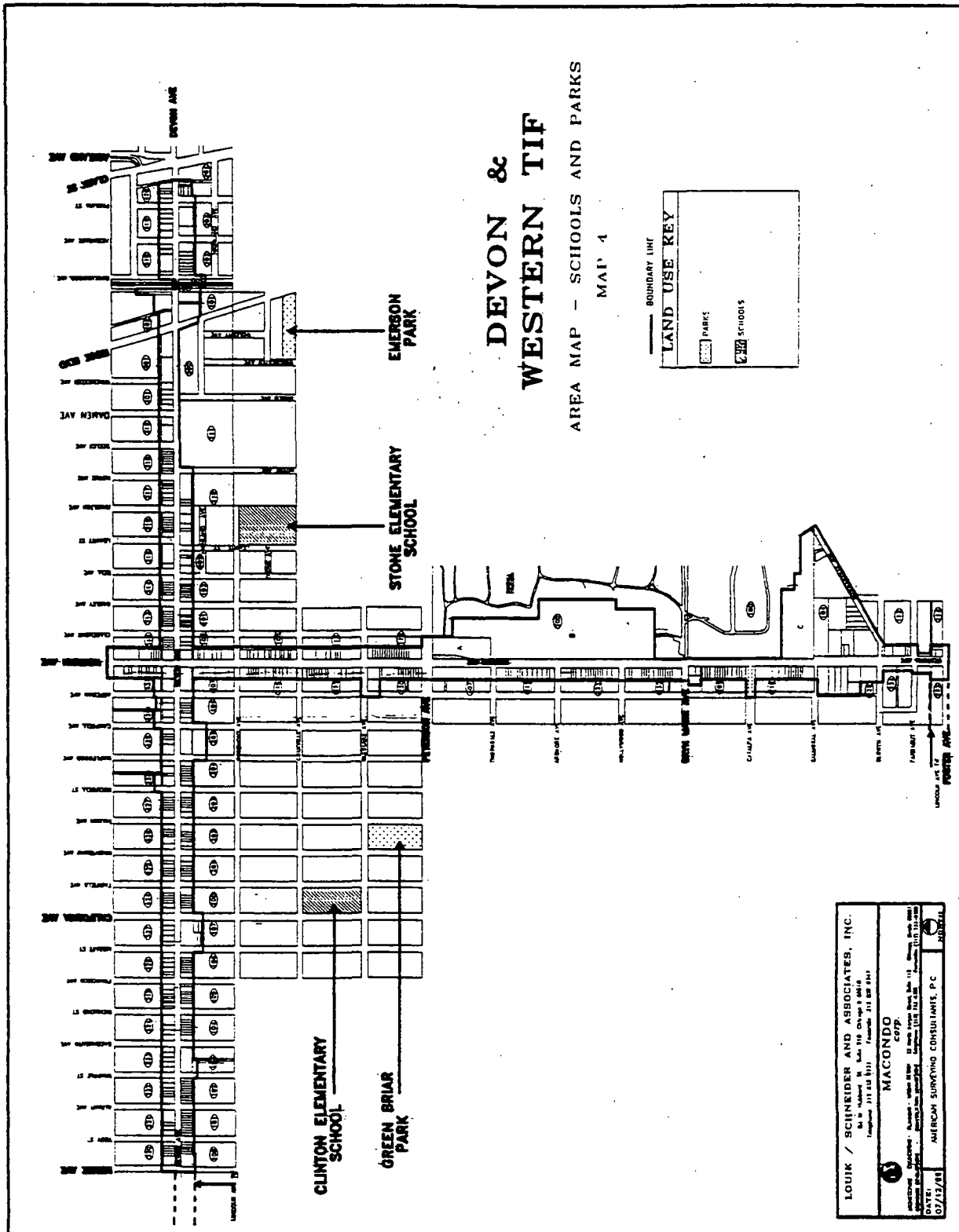
(Sub)Exhibit 3 -- Map 3.
 (To Devon And Western Redevelopment Project Area Tax Increment
 Finance Program Redevelopment Plan And Project)

Proposed Land-Use.



(Sub)Exhibit 3 - Map 4.
(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

Area Map - Schools And Parks.



(Sub)Exhibit 4.

(To Devon And Western Redevelopment Project Area Tax Increment
Finance Program Redevelopment Plan And Project)

*Devon And Western Tax Increment Finance
Program Eligibility Study.*

I. INTRODUCTION

Louik/Schneider and Associates, Inc. has been retained by the City of Chicago (the "City") to conduct an independent initial study and survey of the proposed redevelopment area known as the Western & Devon, Chicago, Illinois (hereafter referred to as the "Study Area"). The purpose of this study is to determine whether the 75 blocks of the Study Area qualify for designation as a "conservation area" for the purpose of establishing a tax increment financing district, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "Act").

This report summarizes the analyses and findings of the consultants' work, which is the responsibility of Louik/Schneider and Associates, Inc., The Lambert Group and Macondo Corp. Louik/Schneider & Associates, Inc. has prepared this report with the understanding that the City would rely 1) on the findings and conclusions of this report in proceeding with the designation of the Study Area as a redevelopment project area under the Act, and 2) on the fact that Louik/Schneider & Associates, Inc. has obtained the necessary information to conclude that the Study Area can be designated as a redevelopment project area in compliance with the Act.

Following this introduction, Section II presents background information of the Study Area including the area location, description of current conditions, and site history. Section III explains the Building Condition Assessment and documents the qualifications of the Study Area as a conservation area under the Act. Section IV, Summary and Conclusions, presents the findings.

This report was jointly prepared by Myron D. Louik, John P. Schneider, Tricia Marino Ruffolo, Sandy Plisic of Louik/Schneider & Associates, Inc. and its subconsultants.

II. BACKGROUND INFORMATION

A. LOCATION

The Study Area is located on the north side of the City, approximately seven miles north of the central business district. The Study Area is approximately 52.17 acres and includes 75 (full and partial) blocks. The Study Area is concentrated along two major thoroughfares, Devon and Western Avenues. The Study Area is generally bounded by Arthur Avenue (6500 N) and the alley north of Devon Avenue (6400 N) on the north, Foster Avenue (5200 N) on the south, Clark Street (1600 W), the alley west of Clark Street and the alley east of Western Avenue (2400 W) on the east, and Kedzie Avenue (3200 W) and the alley west of Western Avenue on the west. (see Map 1, Project Boundary in Appendix).

B. DESCRIPTION OF CURRENT CONDITIONS

The Study Area consists of 75 (full and partial) blocks and 545 parcels. Much of the Study Area is in need of rehabilitation/revitalization of façade improvements and parking facilities and is characterized by:

- deteriorated buildings and site improvements
- overcrowded facilities, and;
- other deteriorating characteristics

The parcels along Devon Avenue differ in size and characteristics from the parcels on Western Avenues. Devon Avenue has of architecturally significant buildings from a variety of time periods. Many of the buildings along Devon Avenue are single story commercial buildings, two story buildings with commercial on the first floor with residential above. On Western Avenue there are two businesses that comprise the majority of the street. The first is Rosehill Cemetery which was established 1859. The cemetery property is located on the east side of Western Avenue between Peterson Avenue and Bowmanville Avenue. The west side of Western Avenue is dominated by automobile dealers and automotive related businesses. The automotive businesses are concentrated between Rosemont Avenue and the north half of Balmoral.

Additionally, a lack of growth and investment by the private sector is evidenced by 1) the lack of building permit requests for the Study Area in terms of both number and dollar amounts, and 2) the overall increase of equalized assessed valuation ("EAV") of the property in the Study Area from 1993 to 1997 compared to the City as a whole. Specifically:

- Exhibit 1 - Building Permit Requests contains a summary of the building permit requests for new construction and major renovation submitted to the City. From 1993 to 1998, 12 permits for new construction or major renovation were issued for 11 of the 351 (3.8) buildings totaling \$1,158,330. In the first three months of 1999, there were no building permits for new construction and major renovation representing new investment. For the same five-year time period there were three buildings demolished in the Redevelopment Project Area.
- The lack of growth and investment by the private sector is demonstrated by the trend in the EAV of all the property in the Study Area. The EAV for the City of Chicago as a whole increased from \$28,661,954,119 in 1993 to \$35,893,677,135 in 1997, a total of 25.23% or an average of 6.31% per year. Over the same time period, the Study Area has experienced an overall EAV increase of 15.40%, from \$61,650,512 in 1993 to \$71,143,039 in 1997, an average increase of 3.85% per year.

It is clear from the study of this area that private investment in revitalization and redevelopment has not occurred to overcome the conservation area conditions that currently exist. The Study Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of the Redevelopment Plan and Project.

III. QUALIFICATION AS CONSERVATION AREA

A. ILLINOIS TAX INCREMENT ACT

The Act authorizes Illinois municipalities to redevelop locally designated deteriorated areas through tax increment financing. In order for an area to qualify as a tax increment financing district, it must first be designated as a blighted area, a Conservation area (or a combination of the two), or an Industrial Park.

As set forth in the Act, a "conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures are 35 years of age or older (the "Age Requirement") that also exhibits the presence of three (3) or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures bellow minimum code standard; abandonment; excessive vacancies; over crowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; or lack of community planning. A conservation area is not yet blighted, but because of age and the combination of three or more of the above-stated factors, is detrimental to public safety, health, morals, or welfare and may become a blighted area. Such factors, taken together, must indicate that the area on the whole has not been subject to growth and development through investments by private enterprise, and would not reasonably be anticipated to be developed without action by the City.

On the basis of this approach, the Study Area is eligible for designation as a Conservation area within the requirements of the Act.

B. SURVEY, ANALYSIS, AND DISTRIBUTION OF ELIGIBILITY FACTORS

Exterior surveys of the 545 parcels of the Study Area were conducted by Macondo Corp. An analysis was made of each of the Conservation area eligibility factors contained in the Act to determine its presence in the Study Area. This exterior survey examined not only the condition and use of buildings but also included conditions of streets, sidewalks, curbs, gutters, lighting, vacant land, underutilized land, parking facilities, landscaping, fences and walls, and general maintenance. In addition, an analysis was conducted of existing site coverage and parking, land uses, zoning and their relationship to the surrounding area.

A block-by-block analysis of the 75 blocks was conducted to identify the eligibility factors (see Exhibit 3 - Distribution of Criteria Matrix). Each of the factors is present to a varying degree. The following four levels are identified:

- **Not present** - indicates that either the condition does not exist or that no evidence could be found or documented during the survey or analysis.
- **Limited extent** - indicates that the condition does exist, but its distribution was only found in a small percentage of parcels and or blocks.
- **Present to a minor extent** - indicates that the condition does exist, and the condition is substantial in distribution or impact.
- **Present to a major extent** - indicates that the condition does exist and is present throughout the area and is at a level to influence the Study Area as well as adjacent and nearby parcels of property.

C. BUILDING EVALUATION PROCEDURE

This section will describe how the buildings within the Study Area are evaluated.

HOW BUILDING COMPONENTS AND IMPROVEMENTS ARE EVALUATED

During the field survey, all exterior components of and improvements to the subject buildings were examined to determine whether they were in sound condition or had minor, major, or critical defects. These examinations were completed to determine whether conditions existed to evidence the presence of any of the following related factors: dilapidation, deterioration, or depreciation of physical maintenance.

Building components and improvements examined were of two types:

PRIMARY STRUCTURAL COMPONENTS

These include the basic elements of any building or improvement including foundation walls, load bearing walls and columns, roof, and roof structure.

SECONDARY COMPONENTS

These are components generally added to the primary structural components and are necessary parts of the building and improvements, including porches and steps, windows and window units, doors and door units, facades, chimneys, and gutters and downspouts.

Each primary and secondary component and improvement was evaluated separately as a basis for determining the overall condition of the building and surrounding area. This evaluation considered the relative importance of specific components within the building and the effect that deficiencies in components and improvements have on the remainder of the building.

Once the buildings were evaluated, they were classified as shown in the following section.

BUILDING COMPONENT AND IMPROVEMENT CLASSIFICATIONS

The following describes the four categories used in classifying building components and improvements and the criteria used in evaluating structural deficiencies:

1. SOUND

Building components and improvements which contain no defects, are adequately maintained, and require no treatment outside of normal ongoing maintenance.

2. REQUIRING MINOR REPAIR -- DEPRECIATION OF PHYSICAL MAINTENANCE

Building components and improvements which contain defects (loose or missing material or holes and cracks over a limited area) which often may be corrected through the course of normal maintenance. Minor defects have no real effect on either primary or secondary components and improvements, and the correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated components and improvements. Minor defects are not considered in rating a building as structurally substandard.

3. REQUIRING MAJOR REPAIR -- DETERIORATION

Building components and improvements which contain major defects over a widespread area and would be difficult to correct through normal maintenance. Buildings and improvements in this category would require replacement or rebuilding of components and improvements by people skilled in the building trades.

4. CRITICAL -- DILAPIDATED

Building components and improvements which contain major defects (bowing, sagging, or settling of any or all exterior components, for example) causing the structure to be out-of-plumb, or broken, loose or missing material and deterioration over a widespread area so extensive that the cost of repair would be excessive.

D. CONSERVATION AREA ELIGIBILITY FACTORS

A finding may be made that the Study Area is a Conservation area based on the fact that 50% or more of the structures are 35 years of age or older, and the area exhibits the presence of three (3) or more of the Conservation area eligibility factors described above in Section III, Paragraph A, and that the area may become a blighted area because of these factors. This section examines each of the Conservation area eligibility factors.

AGE REQUIREMENT

The Age Requirement presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures over a period of years. Since building deterioration and

related structural problems are a function of time, temperature, and moisture, structures that are 35 years or older typically exhibit more problems than more recently constructed buildings.

CONCLUSION

Age Requirement is satisfied in the Study Area being found in 267 of the 351 (76.1%) buildings and in 38 of the 75 blocks. The results of the age survey are presented in Map 3.

1. DILAPIDATION

Dilapidation refers to an advanced state of disrepair of buildings and improvements. In October and November of 1998, an exterior survey was conducted of all the structures in the Study Area. The analysis of building dilapidation is based on the survey methodology and criteria described in the preceding section on "How Building Components and Improvements are Evaluated."

Based on exterior building surveys, it was determined that many buildings are dilapidated and exhibit major structural problems making them structurally substandard. These buildings are all in an advanced state of disrepair. Major masonry wall work is required where water and lack of maintenance have allowed buildings to incur structural damage. Cracked foundations and missing structural elements were found in particular in the back of the buildings. Since wood elements require the most maintenance of all exterior materials, these are the ones showing the greatest signs of deterioration.

CONCLUSION

Dilapidation is *present to a minor extent* in the Study Area. Dilapidation is present in 21 of the 351 (5.98%) buildings and in 15 of the 75 blocks. Dilapidation is present to a minor extent in 15 of the 75 blocks.

2. OBSOLESCENCE

Webster's New Collegiate Dictionary defines "obsolescence" as "being out of use; obsolete." "Obsolete" is further defined as "no longer in use; disused" or "of a type or fashion no longer current." These definitions are helpful in describing the general obsolescence of buildings or site improvements in the Study Area. In making findings with respect to buildings and improvements, it is important to distinguish between *functional obsolescence* which relates to the physical utility of a structure, and *economic obsolescence* which relates to a property's ability to compete in the marketplace.

- **FUNCTIONAL OBSOLESCENCE**

Structures historically have been built for specific uses or purposes. The design, location, height, and space arrangements are intended for a specific occupancy at a given time. Buildings and improvements become obsolete when they contain characteristics or deficiencies which limit their use and marketability after the original use ceases. The characteristics may include loss in value to a property resulting from poor design or layout, or the improper orientation of the building on its site, which detracts from the overall usefulness or desirability of a property.

- **ECONOMIC OBSOLESCENCE**

Economic obsolescence is normally a result of adverse conditions that may cause some degree of market rejection and, hence, depreciation in market values. Typically, buildings classified as dilapidated and buildings that contain vacant space are characterized by problem conditions which may not be economically curable, resulting in net rental losses and/or depreciation in market value.

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also be obsolete in relation to contemporary development standards for such improvements. Factors of obsolescence may include inadequate utility capacities, or outdated designs.

Obsolescence, as a factor, should be based upon the documented presence and reasonable distribution of buildings and site improvements evidencing such obsolescence.

OBSOLETE BUILDING TYPES

Obsolete buildings contain characteristics or deficiencies which limit their long-term sound use or reuse for the purpose for which they were built. Obsolescence in such buildings is typically difficult and expensive to correct. Obsolete building types have an adverse effect on nearby and surrounding developments and detract from the physical, functional, and economic vitality of the area.

These structures are characterized by conditions indicating the structure is incapable of efficient or economic use according to contemporary standards. There are 331 obsolete buildings in the Study Area which include the following characteristics:

- small size structures with an insufficient width
- inadequate access for contemporary systems of delivery and service, including both exterior building access and interior vertical systems
- insufficient parking accommodations for patrons and employees
- severely deteriorated structures

OBSOLETE PLATTING

Obsolete platting includes parcels of irregular shape, narrow or small size, and parcels improperly platted within the Study Area blocks. Many of the blocks in the Study Area have smaller and/or irregularly sized parcels. These parcels are not suitable for development for modern commercial users. The majority of the parcels on Devon Avenue are 25'x125'. This size lot is appropriate for residential use, it severely limits growth and expansion opportunities for commercial users and retailers

OBSELETE SITE IMPROVEMENTS

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also be obsolete in relation to contemporary development standards for such improvements. Factors of obsolescence may include inadequate utility capacities, outdated designs, etc. Of the 545 parcels in the Study Area, 377 (69.4%) have deteriorated curbs or sidewalks.

CONCLUSION

Obsolescence is *present to a major extent* in the Study Area. Obsolescence is present in 505 of the 545 (92.7%) parcels and in 72 of the 75 blocks. It is present to a major extent in 36 blocks and to a minor extent in three of the 75 blocks. The results of the obsolescence analysis are presented in Map 4.

3. DETERIORATION

Deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring major treatment or repair.

- Deterioration that is not easily correctable and cannot be repaired in the course of normal maintenance may be evident in buildings. Such buildings and improvements may be classified as requiring major or many minor repairs, depending upon the degree or extent of defects. This would include buildings with defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, etc.) and defects in primary building components (e.g., foundations, frames, roofs, etc.) respectively.
- All buildings and site improvements classified as dilapidated are also deteriorated.

DETERIORATION OF BUILDINGS

The analysis of building deterioration is based on the survey methodology and criteria described in the preceding section on "How Building Components and Improvements Are Evaluated". Of the 351 buildings in the Study Area, 273 (77.8%) buildings are deteriorated.

The deteriorated buildings in the Study Area exhibit defects in both their primary and secondary components. For example, the primary components exhibiting defects include walls, roofs and foundations with loose or missing materials (mortar, shingles), and holes and/or cracks in these components. The defects of secondary components include damage to windows, doors, stairs and/or porches; missing or cracked tuckpointing and/or masonry on the facade, chimneys, and surfaces; missing parapets, gutters and/or downspouts; foundation cracks or settling; and other missing structural components.

Deteriorated structures exist throughout the Study Area due to the combination of their age and lack advanced state of repairs. The need for masonry repairs and tuckpointing is predominant,

closely followed by deteriorating doors, facades, and secondary elements in the buildings. The majority of the buildings of buildings in the Study Area are deteriorated.

DETERIORATION OF PARKING AND SURFACE AREAS

Field surveys were also conducted to identify the condition of parcels without structures but classified as deteriorated. These parcels are characterized by uneven surfaces with insufficient gravel, vegetation growing through the parking surface, depressions and standing water, absence of curbs or guardrails, falling or broken fences and extensive debris. Deteriorated parking and surface lots account for 14.2% of the parcels.

CONCLUSION

Deterioration is *present to a major extent* in the Study Area. Deterioration is present in 273 of the 351 (77.8%) buildings, in 400 of the 545 (73.4%) parcels, and in 71 of the 75 blocks. It is found to be present to a major extent in 63 of the 75 blocks and present to a minor extent in eight of the 75 blocks. The results of the deterioration analysis are presented in Map 5.

4. ILLEGAL USE OF INDIVIDUAL STRUCTURES

Illegal use of individual structures refers to the presence of uses or activities which are not permitted by law.

CONCLUSION

A review of the Chicago Zoning Ordinance indicates that there are no illegal uses of the structures or improvements in the Study Area.

5. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS

Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are: to 1) require buildings to be constructed in such a way as to sustain safety of loads expected from the type of occupancy; 2) make buildings safe for occupancy against fire and similar hazards; and 3) establish minimum standards essential for safe and sanitary habitation.

From January 1994 through March 1999, 159 of the 351 (45.3%) buildings have been cited for building code violations by the City Department of Buildings (see Exhibit 2 - Building Code Violations).

CONCLUSION

Structures below minimum code standards are present to a *minor extent*. Structures below minimum code standards have been identified in 159 of the 351 (45.3%) buildings in the Study Area over the last five years.

6. ABANDONMENT

Abandoned buildings and improvements are usually dilapidated and show visible signs of long-term vacancy and non-use.

CONCLUSION

No evidence of abandonment of structures has been documented as part of the exterior surveys and analysis undertaken in the Study Area.

7. EXCESSIVE VACANCIES

Excessive vacancy refers to buildings which are unoccupied or underutilized and exert an adverse influence on the area because of the frequency, duration, or extent of vacancy. Excessive vacancies include improved properties which evidence no redundant effort directed toward their occupancy or underutilization. Excessive vacancies are present in a few sections of the Study Area. A building is considered to have excessive vacancies if at least 50% of the building is vacant or underutilized.

CONCLUSION

Excessive vacancies are *present to a limited extent* in the Study Area. Excessive vacancies can be found in 11 of the 351 (3.1%) buildings and to a major extent in four blocks and to a minor extent six of the 75 blocks.

8. OVERCROWDING OF STRUCTURES AND COMMUNITY FACILITIES

Overcrowding of structures and community facilities refers to utilization of public or private buildings, facilities, or properties beyond their reasonable or legally permitted capacity. Overcrowding is frequently found in buildings and improvements originally designed for a specific use and later converted to accommodate a more intensive use of activities without adequate provision for minimum floor area requirements, privacy, ingress and egress, loading and services, capacity of building systems, etc.

Devon Avenue is a very densely populated area. The majority of the buildings on Devon Avenue from Western Avenue east to Hoyne Avenue are constructed lot-line to lot-line. Some of the parcels west of Western Avenue are a little larger than 25'x125'. Devon Avenue is a heavily use commercial area that is a very congested area on the weekends in particularly. The lack of adequate parking accommodations for Devon Avenues numerous businesses create serious traffic problems.

CONCLUSION

Overcrowding of Structures and Community Facilities is *present to a minor extent* in the Study Area. Overcrowding of Structures and Community Facilities can be found in 50 of the 75 blocks.

9. LACK OF VENTILATION, LIGHT OR SANITARY FACILITIES

Lack of ventilation, light or sanitary facilities refers to substandard conditions which adversely affect the health and welfare of building occupants, e.g., residents, employees, or visitors. Typical requirements for ventilation, light, and sanitary facilities include:

- Adequate mechanical ventilation for air circulation in spaces or rooms without windows, e.g., bathrooms and dust, odor or smoke-producing activity areas;
- Adequate natural light and ventilation by means of skylights or windows or interior rooms/spaces, and proper window sizes and adequate room-area to window-area ratios;
- Adequate sanitary facilities, e.g., garbage storage/enclosure, bathroom facilities, hot water, and kitchens.

CONCLUSION

Lack of Ventilation, Light, Or Sanitary Facilities was found *present to a minor extent*. In the Study Area, Lack of Ventilation, Light, or Sanitary Facilities in 21 of the 351 (6%) buildings and in 35 of the 545 (6.4%) parcels and in 17 of the 75 blocks. It is present to a major extent in 2 blocks and to a minor extent in 15 of the 75 blocks

10. INADEQUATE UTILITIES

Inadequate utilities refer to deficiencies in the capacity or condition of the infrastructure which services a property or area, including, but not limited to, storm drainage, water supply, electrical sewer, streets, sanitary sewers, gas, and electricity.

CONCLUSION

Based on the exterior surveys and analyses undertaken, inadequate utilities were not found in the Study Area.

11. EXCESSIVE LAND COVERAGE

Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to proximity to nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Excessive land coverage conditions have an adverse or blighting effect on nearby development.

The majority of parcels (82.1%) in the Study Area have excessive land coverage. This condition is present when a building occupies nearly the entire parcel in leaving little or no room for loading or parking. The size of the buildings restricts the amount of available open space,

loading facilities, and parking spaces. Due to the smaller nature of the commercial structures, many of the buildings are not equipped with necessary loading docks nor do they have parking lots. Many of the businesses load supplies through their front doors while their trucks are double parked on the street which restricts the limited amount of parking available and creates traffic congestion and gridlock.

CONCLUSION

Excessive land coverage is *present to a major extent* in the Study Area. Excessive land coverage is present in 289 of the 351 (82.3%) buildings and in 446 of the 545 (81.8%) parcels and in 66 of the 75 blocks. It can be found to a major extent in 66 blocks and to a minor extent in six blocks. The results of the excessive land coverage analysis are presented in Map 6.

12. DELETERIOUS LAND USE OR LAYOUT

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed uses, or uses which may be considered noxious, offensive or environmentally unsuitable. It also includes residential uses which front on or are located near heavily traveled streets, thus causing susceptibility to noise, fumes, and glare. Deleterious layout includes evidence of improper or obsolete platting of the land, inadequate street layout, and parcels of inadequate size or shape to meet contemporary development standards. It also includes evidence of poor layout of buildings on parcels and in relation to other buildings.

In the Study Area, deleterious land use or layout is identified in 465 of the 545 (85.3%) parcels, including the 82.1% parcels exhibiting excessive land coverage with insufficient room for parking and/or loading. Although the Study Area is predominately commercial, there are some residential uses with commercial uses which is a heavily traveled street.

CONCLUSION

Deleterious land use and layout is *present to a major extent* in the Study Area. Deleterious land use and layout is present in 465 of the 545 (85.3%) parcels and in 65 of the 75 blocks. Deleterious land use and layout is present to a major extent in 60 blocks and to a minor extent in five blocks. The results of the deleterious land use and layout analysis are presented in Map 7.

13. DEPRECIATION OF PHYSICAL MAINTENANCE

Depreciation of physical maintenance refers to the effects of deferred maintenance and the lack of maintenance of buildings, parking areas and public improvements, including alleys, walks, streets and utility structures.

The entire Study Area is affected by lack of physical maintenance. Of the 545 parcels in the Study Area, 476 (87.3%) parcels, containing buildings, parking/storage areas, and vacant land, evidence the presence of this factor.

The majority of the buildings that evidence depreciation of physical maintenance exhibit problems including unpainted or unfinished surfaces, peeling paint, loose or missing materials, broken windows, loose or missing gutters or downspouts, loose or missing shingles, overgrown vegetation and general lack of maintenance, etc. The parking areas and open spaces have broken pavement, standing water, crumbling asphalt, overgrown vegetation, deteriorated curbs, broken, rotted, or no bumper guards, or are not paved.

CONCLUSION

Depreciation of physical maintenance is *present to a major extent* in the Study Area. Depreciation of physical maintenance is present in 303 of the 351 (86.3%) buildings, in 476 of the 545 (87.3%) parcels, and to a major extent in 71 blocks. The results of the depreciation of physical maintenance analysis are presented in Map 8.

14. LACK OF COMMUNITY PLANNING

Lack of community planning may be a factor if the proposed Study Area was developed prior to or without the benefit of a community plan. This finding may be amplified by other evidence which shows the deleterious results of the lack of community planning, including adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size or shape to meet contemporary development standards.

The following studies address community plans for the Study Area:

- *Draft Plan – Analysis of Reuse Potentials of Underutilized Sites Within the Northtown Area, City of Chicago, Illinois, Mayor Richard M. Daley and Alderman Bernard Stone, November, 1995*
- *Consulting Evaluation of Devon Avenue Business District, Melaniphy and Associates, 1976*

Therefore, lack of community planning was not found to be present in the Study Area.

CONCLUSION

Based on the research and review undertaken, lack of community planning is not present in the Study Area.

E. CONSERVATION AREA ELIGIBILITY FACTORS SUMMARY

In addition to age, ten conservation area eligibility criteria are present in varying degrees throughout the Study Area, five factors are present to a major extent and five are present to a minor extent. In addition to age, the conservation area eligibility factors that have been identified in the Study Area are as follows:

Major Extent

1. Obsolescence
2. Deterioration
3. Excessive land coverage
4. Deleterious land use or layout
5. Depreciation of physical maintenance

Minor Extent

1. Dilapidation
2. Structure below minimum code
3. Excessive vacancies
4. Overcrowding of structures and community facilities
5. Lack of ventilation, light and sanitary facilities

IV. SUMMARY AND CONCLUSION

The conclusion of the consultant team is that the number, degree, and distribution of conservation area eligibility factors as documented in this report warrant the designation of the Study Area as a conservation area as set forth in the Act. Specifically:

- The buildings in the Study Area meet the statutory criteria for age; 76.1% of the buildings are at least 35 years old.
- Of the 14 eligibility factors for a conservation area set forth in the Act, five are present to a major extent and five are present to a minor extent and only three are necessary for designation as a conservation area.
- The conservation area eligibility factors that are present are reasonably distributed throughout the Study Area.
- The Study Area is not yet a blighted area, but because of the factors described in this report, the Study Area may become a blighted area.

The eligibility findings indicate that the Study Area contains factors that qualify it as a conservation area in need of revitalization and that designation as a redevelopment project area will contribute to the long-term well being of the City.

Additional research indicates that the Study Area on the whole has not been subject to growth and development as a result of investments by private enterprise, and will not be developed without action by the City. Specifically:

- Exhibit 1 - Building Permit Requests contains a summary of the building permit requests for new construction and major renovation representing new investment.

From 1993 to 1998, 12 permits for new construction or renovation were issued for 11 of the 351 (3.8%) buildings totaling \$1,158,330. In the first three months of 1999, there were no new permits for new construction or major renovation representing new investment. For the same five-year time period there were three buildings demolished in the Redevelopment Project Area.

- The lack of growth and investment by the private sector is demonstrated by the trend in the EAV of all the property in the Study Area. The EAV for the City of Chicago increased from \$28,661,954,119 in 1993 to \$35,893,677,135 in 1997, a total of 25.23%, or an average of 6.31% per year. For the same time period, the Study Area has experienced an overall EAV increase of 15.40% from \$61,650,512 in 1993 to \$71,143,039 in 1997, an average increase of only 3.85% per year.

The conclusions presented in this report are those of the consulting team. The local governing body should review this report and, if satisfied with the summary of findings contained herein, adopt a resolution that the Study Area qualifies as a conservation area and make this report a part of the public record. The analysis above was based upon data assembled by Louik/Schneider & Associates, Inc., The Lambert Group and Macondo Corp. The surveys, research, and analysis conducted include:

1. Exterior surveys of the conditions and use of the Study Area;
2. Field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. Comparison of current land uses to current zoning ordinance and the current zoning maps;
4. Historical analysis of site uses and users;
5. Analysis of original and current platting and building size layout;
6. Review of previously prepared plans, studies and data;
7. Analysis of building permits from 1994 – 1999 and building code violations from January 1994 – 1999 requested from the Department of Buildings for all parcels in the Study Area; and

8. Evaluation of the EAV's in the Study Area from 1993 to 1997.

The Study Area qualifies as an improved conservation area and is therefore eligible for Tax Increment Financing under the Act (see Exhibit 4 - Matrix of Conservation Factors).

[Map 1 of (Sub)Exhibit 5 referred to in this Devon and Western Tax Increment Finance Program Eligibility Study constitutes Exhibit "E" to the ordinance and is printed on page 13432 of this Journal.]

[(Sub)Exhibit 1 referred to in this Devon and Western Tax Increment Finance Program Eligibility Study constitutes (Sub)Exhibit 2 to the Devon and Western Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project and is printed on pages 13396 through 13397 of this Journal.]

[(Sub)Exhibits 2, 3 4 and Maps 2, 3, 4, 5, 6, 7 and 8 of (Sub)Exhibit 5 referred to in this Devon and Western Tax Increment Finance Program Eligibility Study printed on pages 13396 through 13417 of this Journal.]

(Sub)Exhibit 2.
 (To Devon And Western Tax Increment Finance
 Program Eligibility Study)

Building Code Violations.

(Page 1 of 2)

1.	2400 W. Ardmore Avenue	49.	2321 W. Devon Avenue
2.	2405 W. Ardmore Avenue	50.	2322 W. Devon Avenue
3.	2408 W. Ardmore Avenue	51.	2331 W. Devon Avenue
4.	2405 W. Balmoral Avenue	52.	2334 W. Devon Avenue
5.	2409 W. Balmoral Avenue	53.	2341 W. Devon Avenue
6.	2411 W. Balmoral Avenue	54.	2348 W. Devon Avenue
7.	5328 N. Bowmanville Avenue	55.	2400 W. Devon Avenue
8.	5332 N. Bowmanville Avenue	56.	2414 W. Devon Avenue
9.	2400 W. Bryn Mawr Avenue	57.	2415 W. Devon Avenue
10.	2401 W. Catalpa Avenue	58.	2434 W. Devon Avenue
11.	6406 N. Clark Street	59.	2439 W. Devon Avenue
12.	6412 N. Clark Street	60.	2447 W. Devon Avenue
13.	6401 N. Damen Avenue	61.	2449 W. Devon Avenue
14.	1626 W. Devon Avenue	62.	2500 W. Devon Avenue
15.	1705 W. Devon Avenue	63.	2501 W. Devon Avenue
16.	1730 W. Devon Avenue	64.	2508 W. Devon Avenue
17.	1742 W. Devon Avenue	65.	2509 W. Devon Avenue
18.	1754 W. Devon Avenue	66.	2511 W. Devon Avenue
19.	1950 W. Devon Avenue	67.	2514 W. Devon Avenue
20.	1972 W. Devon Avenue	68.	2516 W. Devon Avenue
21.	2001 W. Devon Avenue	69.	2519 W. Devon Avenue
22.	2002 W. Devon Avenue	70.	2534 W. Devon Avenue
23.	2032 W. Devon Avenue	71.	2546 W. Devon Avenue
24.	2043 W. Devon Avenue	72.	2551 W. Devon Avenue
25.	2046 W. Devon Avenue	73.	2601 W. Devon Avenue
26.	2050 W. Devon Avenue	74.	2617 W. Devon Avenue
27.	2114 W. Devon Avenue	75.	2624 W. Devon Avenue
28.	2120 W. Devon Avenue	76.	2632 W. Devon Avenue
29.	2136 W. Devon Avenue	77.	2635 W. Devon Avenue
30.	2151 W. Devon Avenue	78.	2643 W. Devon Avenue
31.	2202 W. Devon Avenue	79.	2644 W. Devon Avenue
32.	2222 W. Devon Avenue	80.	2701 W. Devon Avenue
33.	2225 W. Devon Avenue	81.	2705 W. Devon Avenue
34.	2238 W. Devon Avenue	82.	2710 W. Devon Avenue
35.	2241 W. Devon Avenue	83.	2721 W. Devon Avenue
36.	2245 W. Devon Avenue	84.	2725 W. Devon Avenue
37.	2247 W. Devon Avenue	85.	2732 W. Devon Avenue
38.	2251 W. Devon Avenue	86.	2742 W. Devon Avenue
39.	2252 W. Devon Avenue	87.	2750 W. Devon Avenue
40.	2253 W. Devon Avenue	88.	2753 W. Devon Avenue
41.	2254 W. Devon Avenue	89.	2755 W. Devon Avenue
42.	2301 W. Devon Avenue	90.	2759 W. Devon Avenue
43.	2307 W. Devon Avenue	91.	2800 W. Devon Avenue
44.	2309 W. Devon Avenue	92.	2801 W. Devon Avenue
45.	2312 W. Devon Avenue	93.	2806 W. Devon Avenue
46.	2315 W. Devon Avenue	94.	2826 W. Devon Avenue
47.	2316 W. Devon Avenue	95.	2838 W. Devon Avenue
48.	2319 W. Devon Avenue	96.	2845 W. Devon Avenue

(Sub)Exhibit 2.

(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Building Code Violations.

(Page 2 of 2)

97.	2900 W. Devon Avenue	130.	5508 N. Western Avenue
98.	2901 W. Devon Avenue	131.	5510 N. Western Avenue
99.	2912 W. Devon Avenue	132.	5556 N. Western Avenue
100.	2936 W. Devon Avenue	133.	5601 N. Western Avenue
101.	2944 W. Devon Avenue	134.	5620 N. Western Avenue
102.	2948 W. Devon Avenue	135.	5636 N. Western Avenue
103.	2949 W. Devon Avenue	136.	5700 N. Western Avenue
104.	3000 W. Devon Avenue	137.	5726 N. Western Avenue
105.	3018 W. Devon Avenue	138.	5736 N. Western Avenue
106.	3020 W. Devon Avenue	139.	5746 N. Western Avenue
107.	3021 W. Devon Avenue	140.	5822 N. Western Avenue
108.	3034 W. Devon Avenue	141.	5950 N. Western Avenue
109.	3044 W. Devon Avenue	142.	6040 N. Western Avenue
110.	3100 W. Devon Avenue	143.	6051 N. Western Avenue
111.	3101 W. Devon Avenue	144.	6129 N. Western Avenue
112.	3107 W. Devon Avenue	145.	6221 N. Western Avenue
113.	3111 W. Devon Avenue	146.	6229 N. Western Avenue
114.	3116 W. Devon Avenue	147.	6235 N. Western Avenue
115.	3120 W. Devon Avenue	148.	6245 N. Western Avenue
116.	3125 W. Devon Avenue	149.	6306 N. Western Avenue
117.	3149 W. Devon Avenue	150.	6322 N. Western Avenue
118.	3159 W. Devon Avenue	151.	6334 N. Western Avenue
119.	6350 N. Hoyne Avenue	152.	343 N. Western Avenue
120.	6401 N. Kedzie Avenue	153.	6414 N. Western Avenue
121.	6400 N. Ridge Avenue	154.	6415 N. Western Avenue
122.	2406 W. Rosemont Avenue	155.	6421 N. Western Avenue
123.	5202 N. Western Avenue	156.	6422 N. Western Avenue
124.	5214 N. Western Avenue	157.	6426 N. Western Avenue
125.	5252 N. Western Avenue	158.	6434 N. Western Avenue
126.	5255 N. Western Avenue	159.	6445 N. Western Avenue
127.	5300 N. Western Avenue		
128.	5334 N. Western Avenue		
129.	5424 N. Western Avenue		

(Sub)Exhibit 3.
 (To Devon And Western Tax Increment Finance
 Program Eligibility Study)

Distribution Of Criteria Matrix.
 (Page 1 of 3)

	Block	Age	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.	10 36 320			X	P		P		P	P			X	X	X	
2.	10 36 321	X		X	X		X			P			X	X	X	
3.	10 36 322	P		X	X		X		X	P			P	X	X	
4.	10 36 323	P	P	X	X		X			P			X	X	X	
5.	10 36 324	X		X	X		X			P	P		X	X	X	
6.	10 36 325	X		X	X		X			P			X	X	X	
7.	10 36 326	X	P	X	X		P		P	P			X	X	X	
8.	10 36 327	X	P	X	X		X		P	P	X		X	X	X	
9.	10 36 424	X	P	X	X		P			P	P		X	X	X	
10.	10 36 425	X		X	P		X			P	P		X	X	X	
11.	10 36 426	X		X	X		X			P			X	X	X	
12.	10 36 427	X	P	X	X		P			P			X	X	X	
13.	10 36 428	X		X	X		X			P	P		X	X	X	
14.	10 36 429	X	P	X	X		P			P	P		X	X	X	
15.	10 36 430	X		X	X		X		X	P			X	X	X	
16.	10 36 431	X		X	X		P			P	P		X	X	X	
17.	11 31 312	X		X	X		X			P			X	X	X	
18.	11 31 313	X	P	X	X		X			P			X	X	X	
19.	11 31 314	X	P	X	X		X			P			X	X	X	
20.	11 31 315	X		X	X		X			P			X	X	X	
21.	11 31 316	P		P	P		P			P			P	P	X	
22.	11 31 317	X		X	X		X			P			X	X	X	
23.	11 31 318	X	P	X	X		P		P	P			X	X	X	
24.	11 31 319			X	X		X			P			X		X	
25.	11 31 401	X	P	X	X		X		P	P			X	X	X	
26.	11 31 402	X		X	X		X			P			X	X	X	
27.	11 31 418	P		X	X		P			P			P	P	X	
28.	11 31 419	X		X	X		X			P			X	X	X	
29.	11 31 420	P	P	X	X		P			P			X	X	X	
30.	13 01 100	X		X	X		X			P			X	X	X	

Key

- X Present to a Major Extent
- P Present
- Not Present

Criteria

- AGE
- 1 DILAPIDATION
- 2 OBSOLESCENCE
- 3 DETERIORATION
- 4 ILLEGAL USE OF INDIVIDUAL STRUCTURES
- 5 PRESENCE OF STRUCTURES BELOW MINIMUM CODE
- 6 ABANDONMENT
- 7 EXCESSIVE VACANCIES
- 8 OVERCROWDING
- 9 LACK OF VENTILATION, LIGHT OR SANITARY FACILITIES
- 10 INADEQUATE UTILITIES
- 11 EXCESSIVE LAND COVERAGE
- 12 DELETERIOUS LAND USE OR LAYOUT
- 13 DEPRECIATION OF PHYSICAL MAINTENANCE
- 14 LACK OF COMMUNITY PLANNING

(Sub)Exhibit 3.
 (To Devon And Western Tax Increment Finance
 Program Eligibility Study)

Distribution Of Criteria Matrix.
 (Page 2 of 3)

	Block	Age	1	2	3	4	5	6	7	8	9	10	11	12	13	14
31.	13 01 101	X		X	X		X			P			X	X	X	
32.	13 01 102	X		X	X		P			P			X	X	X	
33.	13 01 103	X		X	X		P			P					X	
34.	13 01 104	P		X	P		X			P			X	X	X	
35.	13 01 105	X		X	X		X			P	P		X	X	X	
36.	13 01 106	X		X	X		P			P	P			X	X	
37.	13 01 107	P		X	X		X			P					X	
38.	13 01 200	X		X	X		P			P			X	X	X	
39.	13 01 201	X		X	X		X			P			X	X	X	
40.	13 01 202	X		X	X		P			P			X	X	X	
41.	13 01 203	X		X	P		P			P			X	X	X	
42.	13 01 204	X		X	X		P			P			X	X	X	
43.	13 01 205	X		X	X		X			P			X	X	X	
44.	13 01 206	X		X	X		X			P			X	X	X	
45.	13 01 207	X		X	X		X			P			X	X	X	
46.	13 01 215	P		X	X					P			X	X	X	
47.	13 01 223			X	X								X	X	X	
48.	13 01 230			X	X		P				P		X	X	X	
49.	13 01 407			X	X		X				P		X	X	X	
50.	13 01 415	P		X	X		P				P		X	X	X	
51.	13 01 423	X	P	X	X		P				P		X	X	X	
52.	13 01 432	X	P	X	X		P						X	X	X	
53.	13 12 209	X		X	X		P						X	X	X	
54.	13 12 218	X		X	X		P						X	X	X	
55.	13 12 226	X		X	P		X						P	P	X	
56.	13 12 233	X		X	X		X						X	X	X	
57.	13 12 234	X		X	X		X						X	X	X	
58.	14 06 100	X		X	X		P		P	P			X	X	X	
59.	14 06 101	X		X	X		X			P			X	X	X	
60.	14 06 102	X		X	X		X			P			X	X	X	

Key

- X Present to a Major Extent
- P Present
- Not Present

Criteria

AGE

- 1 DILAPIDATION
- 2 OBSOLESCENCE
- 3 DETERIORATION
- 4 ILLEGAL USE OF INDIVIDUAL STRUCTURES
- 5 PRESENCE OF STRUCTURES BELOW MINIMUM CODE
- 6 ABANDONMENT
- 7 EXCESSIVE VACANCIES

8 OVERCROWDING

- 9 LACK OF VENTILATION, LIGHT OR SANITARY FACILITIES
- 10 INADEQUATE UTILITIES
- 11 EXCESSIVE LAND COVERAGE
- 12 DELETERIOUS LAND USE OR LAYOUT
- 13 DEPRECIATION OF PHYSICAL MAINTENANCE
- 14 LACK OF COMMUNITY PLANNING

(Sub)Exhibit 3.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Distribution Of Criteria Matrix.
(Page 3 of 3)

	Block	Age	1	2	3	4	5	6	7	8	9	10	11	12	13	14
61.	14 06 103	X		X	X					P			X	X	X	
62.	14 06 105	P		X	P		X				X		X	X	X	
63.	14 06 110	P		P	X		X						P	P	X	
64.	14 06 112			X	X		P							X	X	
65.	14 06 114	P		X	P		X				P		X	X	X	
66.	14 06 201				X				X	P					X	
67.	14 06 202	X		X	X					P			X	X	X	
68.	14 06 203			P	X					P			P	P	X	
69.	14 06 204	X		X	X					P			X	X	X	
70.	14 06 300	X		X	X		P		X		P				X	
71.	14 06 500															
72.	14 07 100															X
73.	14 07 104	X	P	X	X		P						X	X	X	
74.	14 07 112			X	P		P						X	X	X	
75.	14 07 114	X		X	X								P	X	X	

Key

X Present to a Major Extent
P Present
Not Present

Criteria**AGE**

1 DILAPIDATION
2 OBSOLESCENCE
3 DETERIORATION
4 ILLEGAL USE OF INDIVIDUAL STRUCTURES
5 PRESENCE OF STRUCTURES BELOW
MINIMUM CODE
6 ABANDONMENT
7 EXCESSIVE VACANCIES

8 OVERCROWDING

9 LACK OF VENTILATION, LIGHT OR SANITARY
FACILITIES
10 INADEQUATE UTILITIES
11 EXCESSIVE LAND COVERAGE
12 DELETERIOUS LAND USE OR LAYOUT
13 DEPRECIATION OF PHYSICAL MAINTENANCE
14 LACK OF COMMUNITY PLANNING

(Sub)Exhibit 4.
 (To Devon And Western Tax Increment Finance
 Program Eligibility Study)

Matrix Of Conservation Factors.
 (Page 1 of 10)

A. Block Number	10 36 320	10 36 321	10 36 322	10 36 323	10 36 324	10 36 325	10 36 326	10 36 327
B. Number of Buildings	3	4	3	4	3	3	4	4
C. Number of Parcels	6	4	6	5	4	8	6	5
1. Buildings 35 years or older	0	2	2	2	2	3	4	4
2. A. Buildings showing decline of physical maintenance	3	4	3	4	3	3	4	4
2. B. Parcels exhibiting decline of physical maintenance	5	4	5	5	4	8	6	5
3. A. Deteriorated buildings	2	3	2	2	3	3	3	3
3. B. Parcels that are deteriorated	2	3	4	3	3	8	4	4
4. Dilapidated buildings	0	0	0	1	0	0	1	1
5. A. Obsolete buildings	3	4	3	4	3	3	4	4
5. B. Obsolete parcels	5	4	6	5	4	8	6	5
6. Buildings below minimum code	1	3	2	3	3	2	1	3
7. Buildings lacking ventilation, light, or sanitation facilities	0	0	0	0	1	0	0	1
8. Buildings with illegal uses	0	0	0	0	0	0	0	0
9. Buildings with excessive vacancies	1	3	1	0	0	0	1	1
10. Eligibility factors represented	8	8	9	9	9	8	8	11

(Sub)Exhibit 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 2 of 10)

A. Block Number	10 36 424	10 36 425	10 36 426	10 36 427	10 36 428	10 36 429	10 36 430	10 36 431
B. Number of Buildings	6	1	5	5	4	5	3	9
C. Number of Parcels	7	7	8	7	5	6	6	13
1. Number of buildings 35 years or older	3	1	5	4	4	5	3	8
2. A. Number of buildings showing decline of physical maintenance	5	1	4	2	3	3	3	5
2. B. Number of parcels exhibiting decline of physical maintenance	6	7	6	4	4	4	5	9
3. A. Number of deteriorated buildings	4	0	3	3	3	5	3	8
3. B. Number of parcels that are deteriorated	5	1	4	5	3	6	4	11
4. Number of dilapidated buildings	1	0	0	1	0	2	0	0
5. A. Number of obsolete buildings	6	1	5	5	4	4	3	8
5. B. Number of parcels that are obsolete	7	7	8	7	5	5	5	11
6. Number of buildings below minimum code	2	3	3	2	2	4	1	6
7. Number of buildings lacking ventilation, light, or sanitation facilities	1	0	1	0	2	0	2	1
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	0	0	0	0	0	1	0
10. Total number of eligibility factors represented in the block	10	8	9	9	9	9	10	9

(Sub)Exhibit 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 3 of 10)

A. Block Number	11 31 312	11 31 313	11 31 314	11 31 315	11 31 316	11 31 317	11 31 318	11 31 319
B. Number of Buildings	6	6	6	2	3	4	7	2
C. Number of Parcels	12	8	8	2	8	7	9	2
1. Number of buildings 35 years or older	6	5	4	1	1	4	5	0
2. A. Number of buildings showing decline of physical maintenance	4	5	6	2	3	4	6	2
2. B. Number of parcels exhibiting decline of physical maintenance	8	8	8	2	8	7	7	2
3. A. Number of deteriorated buildings	5	5	4	2	1	4	6	2
3. B. Number of parcels that are deteriorated	10	6	5	2	1	7	8	2
4. Number of dilapidated buildings	0	3	2	0	0	0	2	0
5. A. Number of obsolete buildings	6	6	6	2	1	4	7	1
5. B. Number of parcels that are obsolete	12	8	8	2	2	7	9	1
6. Number of buildings below minimum code	5	3	3	2	1	2	2	2
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	0	0	0	0	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	0	0	0	0	0	2	0
10. Total number of eligibility factors represented in the block	8	9	9	8	8	8	10	6

(Sub)Exhibit 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 4 of 10)

A. Block Number	11 31 401	11 31 402	11 31 418	11 31 419	11 31 420	13 01 100	13 01 101	13 01 102
B. Number of Buildings	7	3	3	5	5	3	4	3
C. Number of Parcels	7	3	7	5	5	6	10	10
1. Number of buildings 35 years or older	6	2	1	5	3	3	4	3
2. A. Number of buildings showing decline of physical maintenance	6	3	3	5	5	3	3	2
2. B. Number of parcels exhibiting decline of physical maintenance	6	3	7	5	5	6	9	9
3. A. Number of deteriorated buildings	4	3	3	5	4	3	4	3
3. B. Number of parcels that are deteriorated	4	3	6	5	4	5	10	10
4. Number of dilapidated buildings	1	0	0	0	0	0	0	0
5. A. Number of obsolete buildings	7	2	3	5	5	3	4	3
5. B. Number of parcels that are obsolete	7	2	7	5	5	6	10	10
6. Number of buildings below minimum code	4	0	2	1	3	2	4	0
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	0	0	0	0	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	1	0	0	0	0	0	0	0
10. Total number of eligibility factors represented in the block	10	8	8	8	9	9	8	8

(Sub)Exhibit 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 5 of 10)

A. Block Number	13 01 103	13 01 104	13 01 105	13 01 106	13 02 107	13 01 200	13 01 201	13 01 202
B. Number of Buildings	2	3	5	1	1	5	5	5
C. Number of Parcels	2	8	8	8	5	7	7	7
1. Number of buildings 35 years or older	2	2	5	1	1	5	5	5
2. A. Number of buildings showing decline of physical maintenance	2	3	4	1	1	5	4	4
2. B. Number of parcels exhibiting decline of physical maintenance	2	8	6	8	5	7	6	6
3. A. Number of deteriorated buildings	2	2	4	1	1	5	4	5
3. B. Number of parcels that are deteriorated	2	3	4	8	5	7	6	7
4. Number of dilapidated buildings	0	0	6	0	0	0	0	0
5. A. Number of obsolete buildings	2	3	5	1	1	5	4	5
5. B. Number of parcels that are obsolete	2	8	8	8	5	7	7	7
6. Number of buildings below minimum code	1	1	1	1	1	2	4	2
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	1	1	0	0	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	0	0	0	0	0	0	0
10. Total number of eligibility factors represented in block	6	8	9	8	6	8	8	8

(Sub)Exhibit 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 6 of 10)

A. Block Number	13 01 203	13 01 204	13 01 205	13 01 206	13 01 207	13 01 215	13 01 223	13 01 230
B. Number of Buildings	7	6	2	5	6	4	1	6
C. Number of Parcels	7	8	4	7	6	12	13	12
1. Number of buildings 35 years or older	7	6	1	4	5	1	0	6
2. A. Number of buildings showing decline of physical maintenance	7	6	2	4	5	4	1	6
2. B. Number of parcels exhibiting decline of physical maintenance	7	8	4	6	5	12	13	12
3. A. Number of deteriorated buildings	3	5	2	3	5	3	1	6
3. B. Number of parcels that are deteriorated	3	6	4	5	5	9	13	12
4. Number of dilapidated buildings	0	0	0	0	0	0	0	0
5. A. Number of obsolete buildings	7	6	1	4	5	4	1	6
5. B. Number of parcels that are obsolete	7	8	3	6	5	12	13	12
6. Number of buildings below minimum code	2	2	4	3	5	0	0	1
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	0	0	0	0	0	1
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	0	0	0	0	0	0	0
10. Total number of eligibility factors represented in block	8	8	8	8	7	7	6	7

(Sub)Exhibit 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 7 of 10)

A. Block Number	13 01 407	13 01 415	13 01 423	13 01 432	13 12 209	13 12 218	13 12 226	13 12 233
B. Number of Buildings	1	10	14	9	7	11	8	2
C. Number of Parcels	1	13	16	15	18	12	7	2
1. Number of buildings 35 years or older	0	6	12	9	6	8	8	1
2. A. Number of buildings showing decline of physical maintenance	1	10	14	8	7	6	8	2
2. B. Number of parcels exhibiting decline of physical maintenance	1	13	16	10	15	6	5	2
3. A. Number of deteriorated buildings	1	5	13	7	7	6	2	2
3. B. Number of parcels that are deteriorated	1	10	15	10	16	6	2	2
4. Number of dilapidated buildings	0	0	1	1	0	0	0	0
5. A. Number of obsolete buildings	1	10	14	9	7	11	7	2
5. B. Number of parcels that are obsolete	1	13	16	15	17	11	4	2
6. Number of buildings below minimum code	1	3	5	3	3	2	5	2
7. Number of buildings lacking ventilation, light, or sanitation facilities	1	1	3	1	0	0	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	0	0	0	0	0	0	0
10. Total number of eligibility factors represented in block	7	8	8	9	7	7	7	7

(Sub)Exhibit 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 8 of 10)

A. Block Number	13 12 234	14 06 100	14 06 101	14 06 102	14 06 103	14 06 105	14 06 110	14 06 112
B. Number of Buildings	2	10	7	8	3	3	4	3
C. Number of Parcels	2	11	7	8	3	14	8	6
1. Number of buildings 35 years or older	2	5	7	8	2	1	1	0
2. A. Number of buildings showing decline of physical maintenance	2	9	6	7	3	3	1	3
2. B. Number of parcels exhibiting decline of physical maintenance	2	10	6	7	3	14	8	6
3. A. Number of deteriorated buildings	2	9	6	8	3	2	1	2
3. B. Number of parcels that are deteriorated	2	10	6	8	3	6	4	4
4. Number of dilapidated buildings	0	0	0	0	0	0	0	0
5. A. Number of obsolete buildings	2	9	7	8	3	3	0	3
5. B. Number of parcels that are obsolete	2	10	7	8	3	14	2	6
6. Number of buildings below minimum code	1	3	6	5	0	4	2	1
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	1	0	0	0	1	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	1	0	0	0	0	0	0
10. Total number of eligibility factors represented in block	7	10	8	8	7	8	7	5

(Sub)Exhibit 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Matrix Of Conservation Factors.
(Page 9 of 10)

A. Block Number	14 06 114	14 06 201	14 06 202	14 06 203	14 06 204	14 06 300	14 06 500	14 07 100
B. Number of Buildings	2	1	7	3	6	3	0	1
C. Number of Parcels	16	2	8	3	6	2	2	1
1. Number of buildings 35 years or older	0	0	6	0	6	2	0	0
2. A. Number of buildings showing decline of physical maintenance	2	0	5	2	2	2	0	1
2. B. Number of parcels exhibiting decline of physical maintenance	16	1	6	2	2	2	2	1
3. A. Number of deteriorated buildings	1	0	6	2	5	2	0	0
3. B. Number of parcels that are deteriorated	2	0	7	2	5	2	2	0
4. Number of dilapidated buildings	0	0	0	0	0	0	0	0
5. A. Number of obsolete buildings	2	0	6	1	6	2	0	0
5. B. Number of parcels that are obsolete	16	0	7	1	6	2	2	0
6. Number of buildings below minimum code	1	0	0	1	0	1	0	0
7. Number of buildings lacking ventilation, light, or sanitation facilities	1	0	0	0	0	1	0	0
8. Number of buildings with illegal uses	0	0	0	0	0	0	0	0
9. Number of buildings with excessive vacancies	0	0	0	0	0	1	0	0
10. Total number of eligibility factors represented in block	8	4	7	6	7	7	0	1

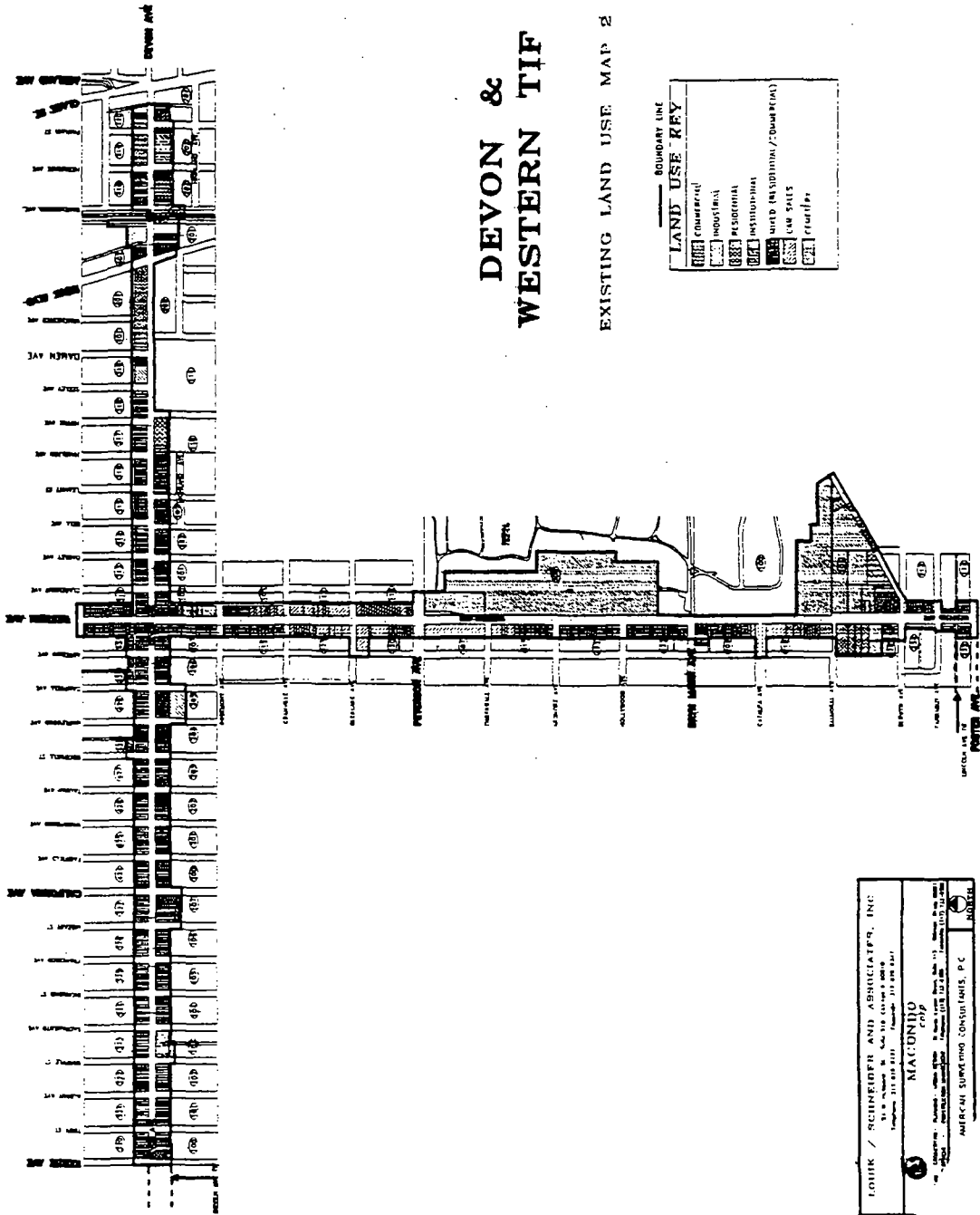
(Sub)Exhibit 4.
 (To Devon And Western Tax Increment Finance
 Program Eligibility Study)

Matrix Of Conservation Factors.
 (Page 10 of 10)

A. Block Number	14 07 104	14 07 112	14 07 114
B. Number of Buildings	20	3	4
C. Number of Parcels	15	5	8
1. Number of buildings 35 years or older	12	0	3
2. A. Number of buildings showing decline of physical maintenance	13	2	4
2. B. Number of parcels exhibiting decline of physical maintenance	8	2	8
3. A. Number of deteriorated buildings	11	1	4
3. B. Number of parcels that are deteriorated	6	1	8
4. Number of dilapidated buildings	4	0	0
5. A. Number of obsolete buildings	19	0	3
5. B. Number of parcels that are obsolete	15	0	4
6. Number of buildings below minimum code.	2	1	0
7. Number of buildings lacking ventilation, light, or sanitation facilities	0	0	0
8. Number of buildings with illegal uses	0	0	0
9. Number of buildings with excessive vacancies	0	0	0
10. Total number of eligibility factors represented in block	8	6	6

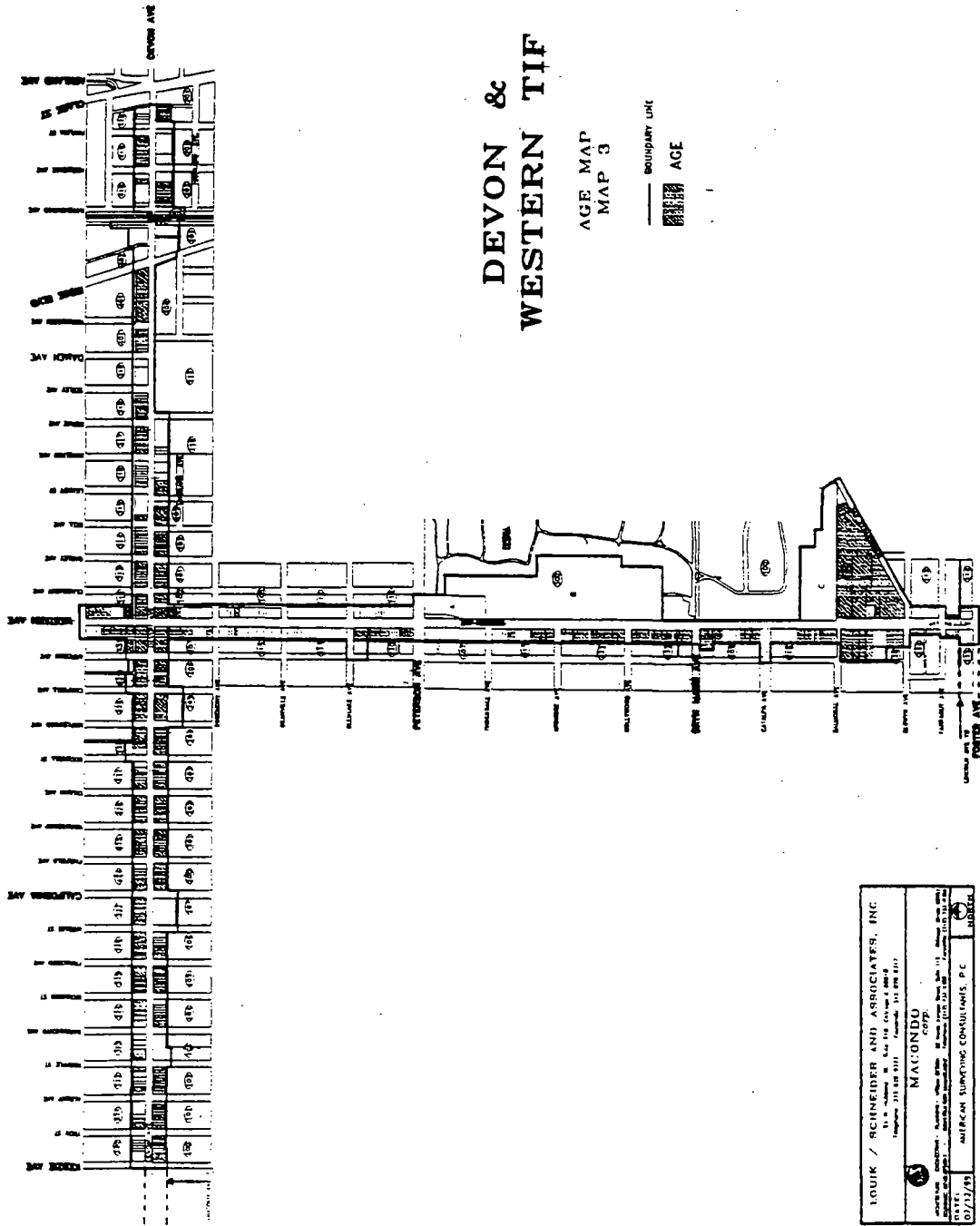
(Sub)Exhibit 5 -- Map 2.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Existing Land-Use.



(Sub)Exhibit 5 - Map 3.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Age.



LOUIE / SCHEIDER AND ASSOCIATES, INC.
 114 N. LAUREL ST. CHICAGO, IL 60610
 (312) 467-8800

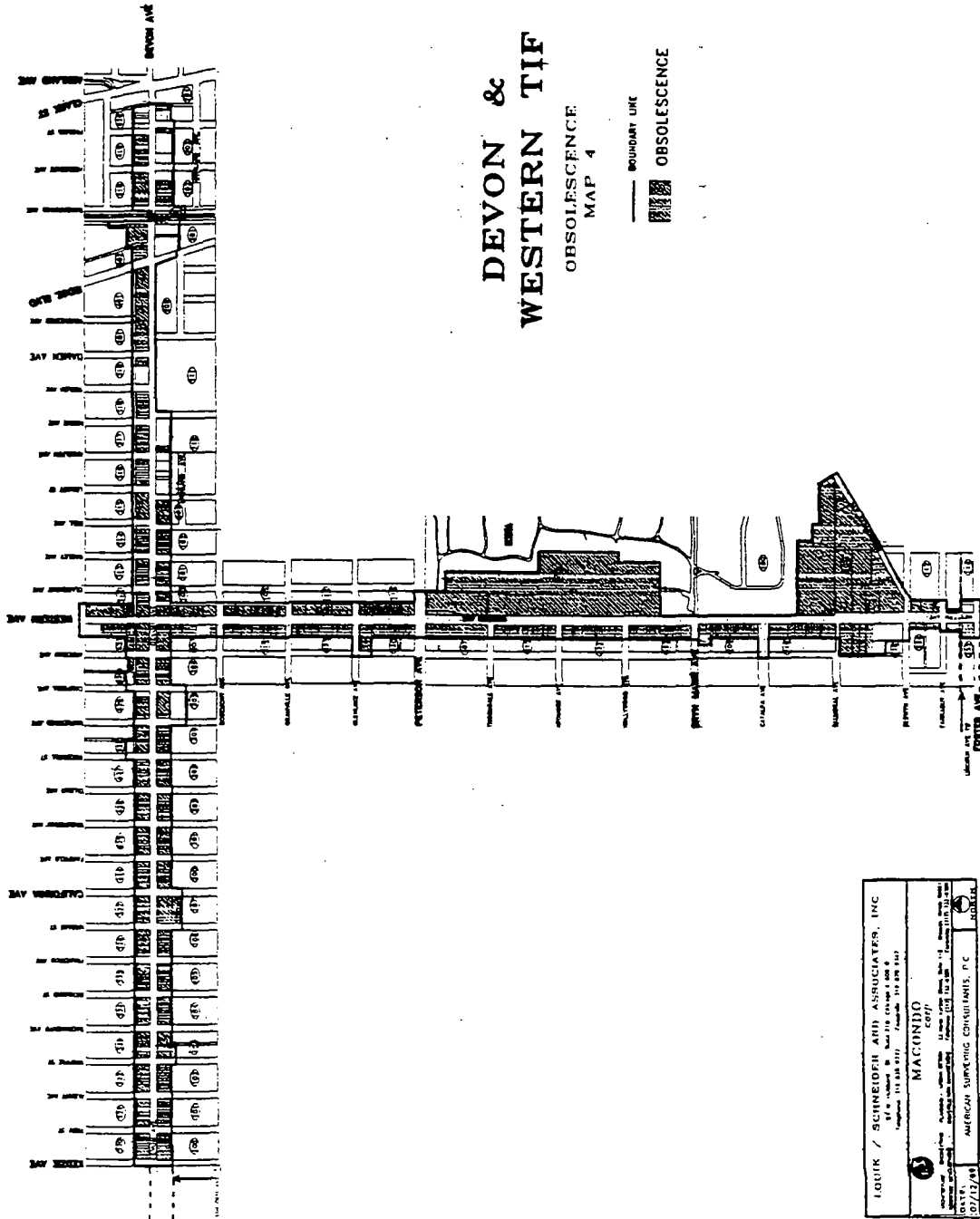
MALCONDO
 CONSULTING ENGINEERS
 111 WEST WASHINGTON ST. CHICAGO, IL 60604
 (312) 467-8800

AMERICAN SURVEYING CONSULTANTS, P.C.
 111 WEST WASHINGTON ST. CHICAGO, IL 60604
 (312) 467-8800

02/12/99

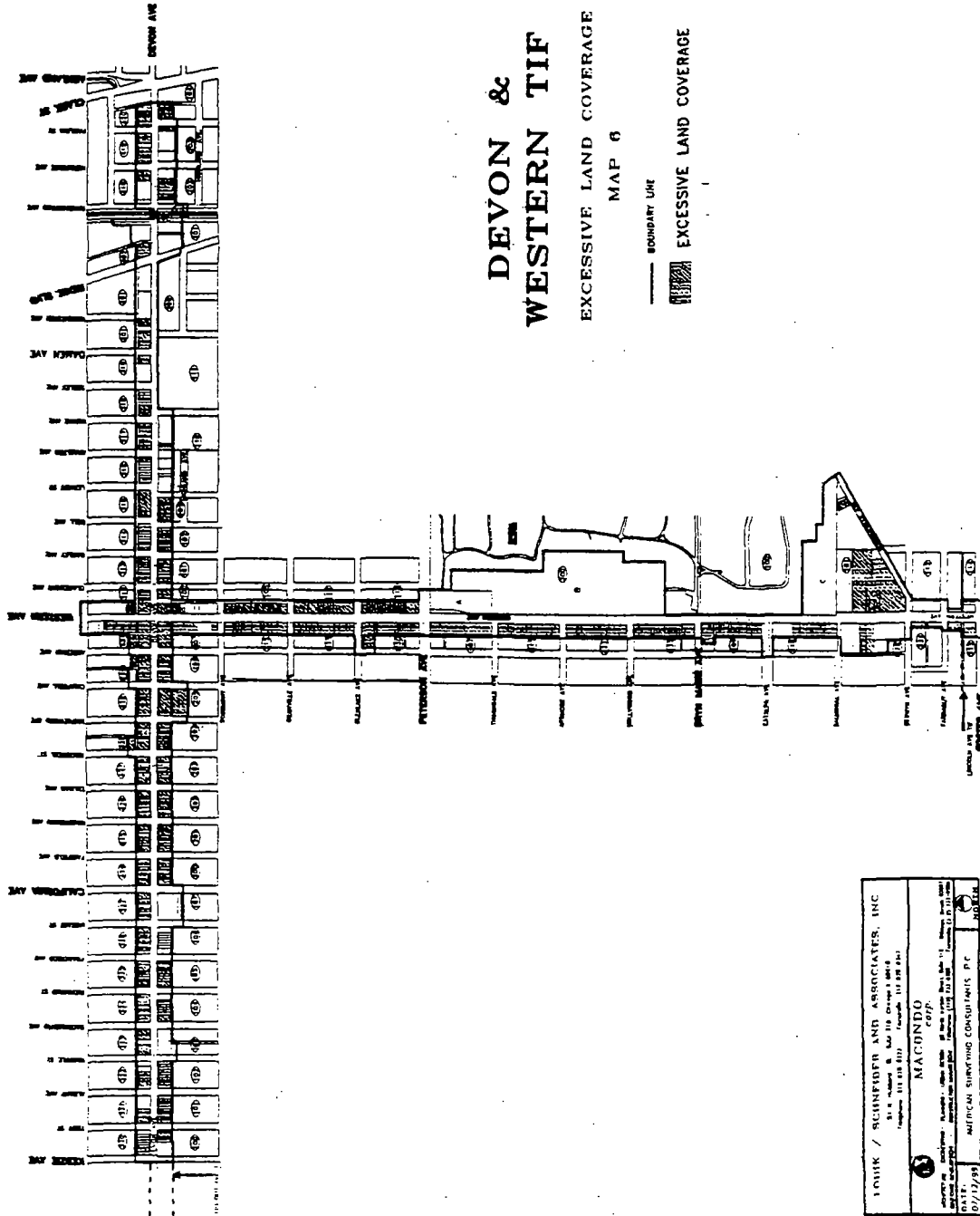
(Sub)Exhibit 5 - Map 4.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Obsolescence.



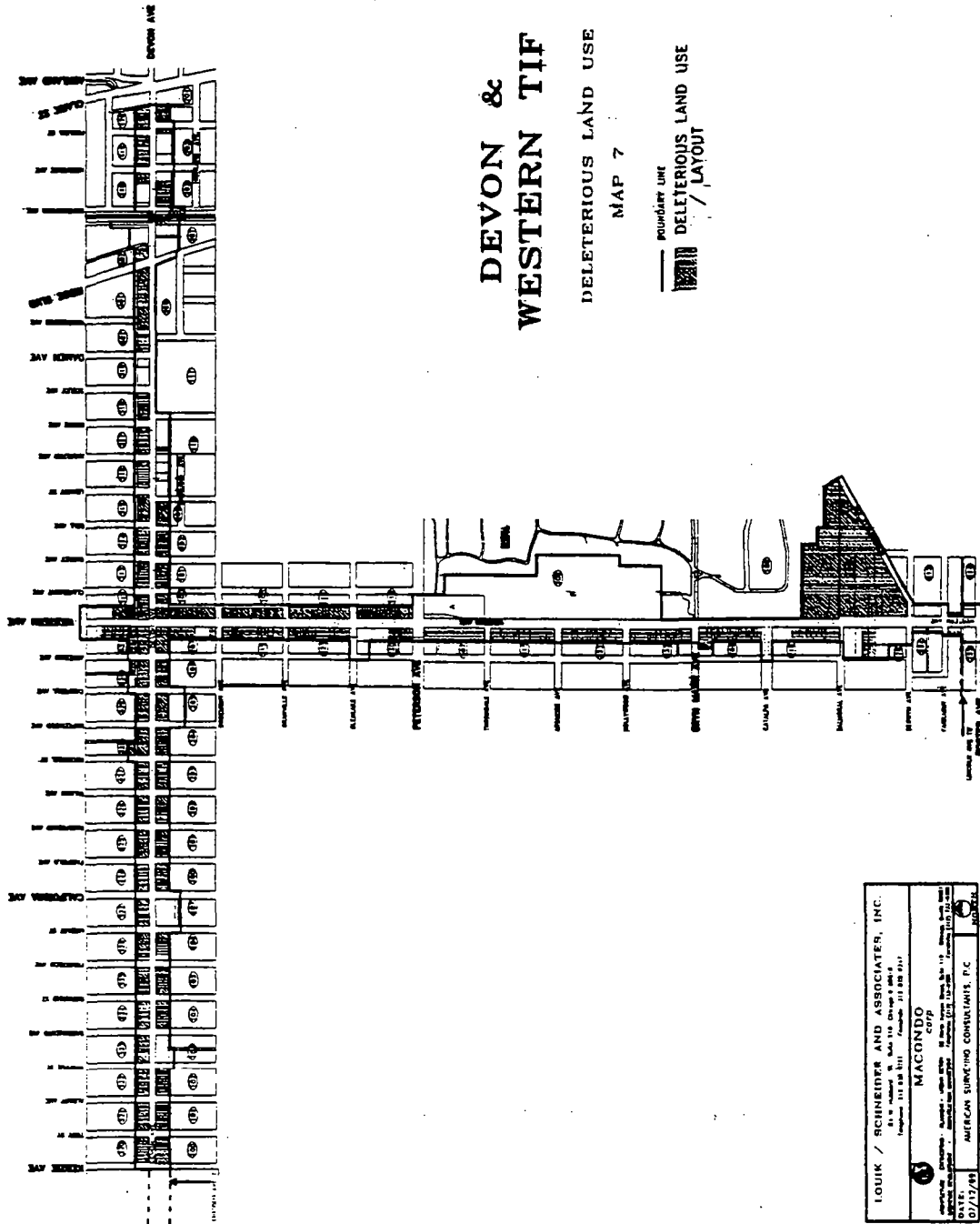
(Sub)Exhibit 5 - Map 6.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Excessive Land Coverage.



(Sub)Exhibit 5 - Map 7.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Deleterious Land-Use/Layout.



(Sub)Exhibit 5 -- Map 8.
(To Devon And Western Tax Increment Finance
Program Eligibility Study)

Depreciation Of Physical Maintenance.

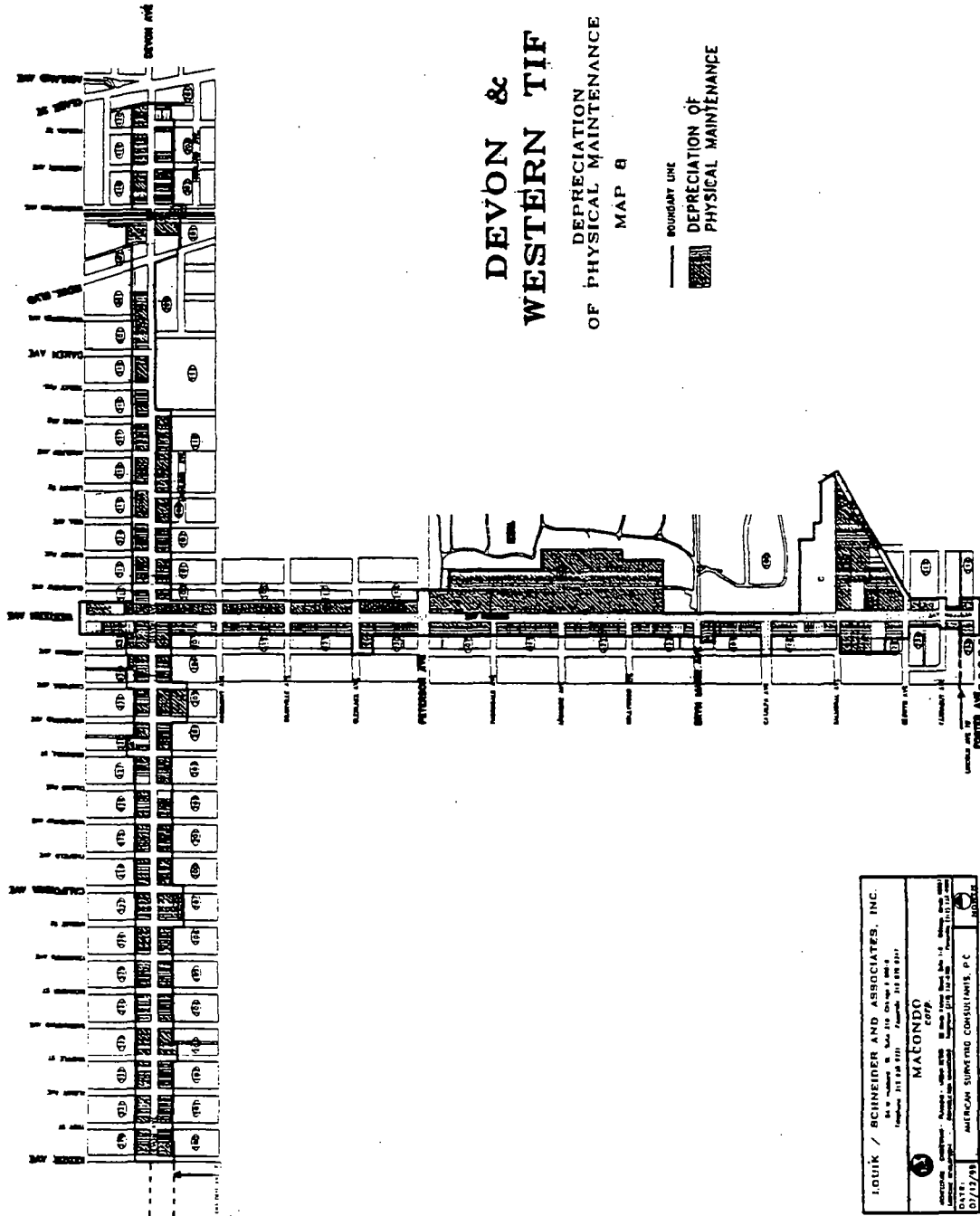


Exhibit "B".
(To Ordinance)

State of Illinois)
)SS.
County of Cook)

Certificate.

I, Raymond Redell, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a Resolution adopted by the Community Development Commission of the City of Chicago at a Regular Meeting held on the 14th day of September, 1999, with the original Resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said Resolution.

Dated this 14th day of
September, 1999.

Raymond Redell
Assistant Secretary

Resolution 99-CDC-172 referred to in this Certificate reads as follows:

*Community Development Commission
Of The
City Of Chicago*

Resolution 99-CDC-172

*Recommending To
The City Council Of The City Of Chicago*

*For The Proposed
Devon/Western Redevelopment Project Area:*

*Approval Of A Redevelopment Plan,
Designation Of A Redevelopment Project Area*

And

Adoption Of Tax Increment Allocation Financing.

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations and studies of the Devon & Western area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and has previously presented to the Commission for its review the:

Devon and Western Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project (the "Plan") (which has as an exhibit the Devon and Western Tax Increment Finance Program Eligibility Study (the "Report"))

; and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Plan (with the Report attached thereto) were made available for public inspection and review prior to the adoption by the Commission of Resolution 99-CDC-134 on July 13, 1999 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on August 17, 1999, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on August 24, 1999, both in the *Chicago Sun-Times*, being a newspaper of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on August 26, 1999, being a date not less than 10 days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on July 19, 1999, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Plan (with the Report attached thereto) were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on July 19, 1999, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on September 14, 1999 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on July 30, 1999 at 10:00 A.M. (being a date no more than fourteen (14) days following the mailing of the notice to all taxing districts on July 19, 1999) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Commission has reviewed the Plan (with the Report attached thereto), considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a

whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. the Area would not reasonably be expected to be developed without the use of incremental revenues pursuant to the Act, and such incremental revenues will be exclusively utilized for the development of the Area;

e. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act; and

f. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision

shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: September , 1999.

[(Sub)Exhibit "A" referred to in this Resolution 99-CDC-172
unavailable at time of printing.]

Exhibit "C".
(To Ordinance)

Devon And Western Redevelopment Plan.

Legal Description.

That part of the south half of Sections 35 and 36, Township 41 North, Range 13 East of the Third Principal Meridian, the south half of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, that part of Sections 1, 2 and 12, Township 40 North, Range 13 East of the Third Principal Meridian, and that part of Sections 6 and 7, Township 40 North, Range 14 East of the Third Principal Meridian all located in the City of Chicago, Cook County, State of Illinois, described as follows:

beginning at the intersection of the west line of North Kedzie Avenue and the north line of West Devon Avenue, said west line of North Kedzie Avenue being also the west limits of the City of Chicago; thence north along said west line of North Kedzie Avenue to the westerly extension of the south line of Lot 85 in Reinberg's North Channel Subdivision in the southwest quarter of the fractional southwest quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, being Document Number 8630401, said south line of Lot 85 being also the north line of the alley north of West Devon Avenue; thence east

along said north line of the alley north of West Devon Avenue to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the westerly extension of the north line of Lot 11 of Block 5 of Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park, being a subdivision of the southeast quarter of the southeast quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, being Document Number 5305842; thence east along said north line of Lot 11 of Block 5 and its westerly extension to the east line of said Lot 11, said east line being also the west line of the alley east of North Rockwell Street in said Block 5; thence south along said west line of the alley east of North Rockwell Street to the south line of said Lot 11, said south line being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the west line of North Campbell Avenue; thence north along said west line of North Campbell Avenue to the westerly extension of the north line of Lot 11, Block 7 of said Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park; thence east along said north line of Lot 11, Block 7 and its westerly extension to the east line of said Lot 11, being also the west line of the alley east of North Campbell Avenue in said Block 7; thence south along said west line of the alley east of North Campbell Avenue to the westerly extension of the north line of the south 50 feet of Lot 6 of aforesaid Block 7; thence east along said north line of the south 50 feet of Lot 6 and its westerly extension to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the westerly extension of the north line of Lot 11, Block 8 of aforesaid Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park; thence east along said north line of Lot 11, Block 8 and its westerly extension to the east line of said Lot 11, said east line of Lot 11, being also the west line of the alley east of North Artesian Avenue in said Block 8; thence north along said west line of said alley east of North Artesian Avenue to the north line of West Arthur Avenue; thence east along said north line of West Arthur Avenue to the northerly extension of the west line of Lot 77 of Arthur Avenue Subdivision of 26 acres, being Document Number 7366967 said west line of Lot 77 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the south line of Lot 7, Block 8 of Devon/Western Addition to Rogers Park, being a resubdivision of Lots 1 to 24 both inclusive in Margaret Fabers Subdivision of the south 6 chains of the southwest quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, being Document Number 5525116, said south line of Lot 7, Block 8 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue and its easterly extension to the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the south line of Lot 19 in Block 7 of said Devon/Western Addition; said south line of Lot 19 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the east line of North Damen

Avenue; thence south along said east line of North Damen Avenue to the south line of Lot 2 of John Becker's Addition to Chicago being a subdivision in the southwest quarter of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, being Document Number 4020116; thence east along said south line of Lot 2 and its easterly extension to the east line of North Ridge Boulevard; thence northwesterly along said east line of North Ridge Boulevard to the north line of Lot 3 of D. Schreiber's Subdivision of that part of Lots 4 and 5 lying between the Chicago and Northwestern Railway and Ridge Road except the north 50 feet of Lot 4 of Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian being Document Number 4033053; thence east along said north line of Lot 3 to the west line of the alley east of North Ridge Boulevard dedicated on Document Number 4819734; thence northwesterly along said west line of the alley east of North Ridge Boulevard to the westerly extension of the north line of Lot 6 of aforesaid D. Schreiber's Subdivision; thence east along said north line of Lot 6 and its westerly extension to the east line of said Lot 6; thence north along the northerly extension of said east line of Lot 6 of aforesaid D. Schreiber's Subdivision to a line 371 feet north of and parallel with the north line of West Devon Avenue; thence east along said line 371 feet north of and parallel with the north line of West Devon Avenue to the west line of the Chicago and Northwestern Railway; thence south along said west line of the Chicago and Northwestern Railway to the south line of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence east along said south line of the southeast quarter of Section 31 to the east line of the Chicago and Northwestern Railway; thence north along said east line of the Chicago and Northwestern Railway to the westerly extension of the south line of Lot 20 of Schreiber's Subdivision of that part of Lots 2, 3, 4 and 5 in Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying between the Chicago and Northwestern right-of-way and Clark Street, being Document Number 2593751, said south line of Lot 20 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the northerly extension of the east line of Lot 38 of aforesaid Schreiber's Subdivision, said east line of Lot 38 being also the west line of the alley west of North Clark Street; thence southeasterly along said west line of the alley west of North Clark Street to the north line of West Devon Avenue; thence south to the northeast corner of Lot 1 of the resubdivision of Lots 2, 3 and 4 of Block 1 in Highridge, being Document Number 3304886, the east line of said Lot 1 being also the west line of the alley west of North Clark Avenue; thence south along said west line of the alley west of North Clark Street to the easterly extension of the north line of Lot 5, Block 1 of Highridge being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 807546; thence west along said

north line of Lot 5, Block 1 of aforesaid Highridge Subdivision to the east line of North Paulina Street; thence south along said east line of North Paulina Street to the east extension of the north line of Lot 8, Block 2 of aforesaid Highridge Subdivision, said north line of Lot 8 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North Ravenswood Avenue; thence south along said east line of North Ravenswood Avenue to a line 284.20 feet south of and parallel with the south line of West Devon Avenue; thence west along said line 284.20 feet south of and parallel with the south line of West Devon Avenue to the west line of the Chicago and Northwest Railway; thence north along said west line of the Chicago and Northwest Railway to the easterly extension of the north line of Lot 9, Block 4 of Highridge, being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 807546, said north line of Lot 9 also being the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the northeasterly line of North Ridge Avenue; thence northwesterly along the northeasterly line of said North Ridge Avenue to the south line of Lot 5, Block 4 of aforesaid Highridge Subdivision; thence west along the west extension of said south line of Lot 5, Block 4 to the southwesterly line of North Ridge Avenue; thence northwesterly along said southwesterly line of North Ridge Avenue to the south line of West Devon Avenue; thence west along the south line of West Devon Avenue to the east line of North Hoyne Avenue; thence south along said east line of North Hoyne Avenue to the easterly extension of the north line of Lots 12 through 20, inclusive, of Block 1 of Weitor's Devon-Leavitt Addition to North Edgewater in the north half of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 9230771, said north line of Lots 12 through 20 inclusive, being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue and its easterly extension to the west line of Lot 35 of Devon Ridge, being a resubdivision of the vacated Block 5 in Wm. L. Wallen's Resubdivision of the vacated Wm. L. Wallen's Faber Addition to North Edgewater, being a subdivision in the northwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 6163580, said west line of Lot 35 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Glenlake Avenue; thence south to the northwest corner of Lot 19 of Read and Reynold's North Western Avenue Subdivision of the south half of the west half of the southwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 172190 T.S., the west line of said Lot 19 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Peterson Avenue; thence east along said north

line of West Peterson Avenue to a line 206 feet east of and parallel with the east line of North Western Avenue; thence south along said line 206 feet east of and parallel with the east line of North Western Avenue to the south line of West Peterson Avenue; thence continuing south 200 feet along said line 206 feet east of and parallel with the east line of North Western Avenue to a line 200 feet south of and parallel with the south line of West Peterson Avenue; thence east 194 feet along said line 200 feet south of and parallel with the south line of West Peterson Avenue to a line 400 feet east of and parallel with the east line of North Western Avenue; thence south 900 feet along said line 400 feet east of and parallel with the east line of North Western Avenue to a line 1,100 feet south of and parallel with the south line of West Peterson Avenue; thence east 200 feet along said line 1,100 feet south of and parallel with the south line of West Peterson Avenue to a line 600 feet east of and parallel with the east line of North Western Avenue; thence south 800 feet along said line 600 feet east of and parallel with the east line of North Western Avenue to a line 1,900 feet south of and parallel with the south line of West Peterson Avenue; thence west 100 feet along said line 1,900 feet south of and parallel with the south line of West Peterson Avenue to a line 500 feet east of and parallel with the east line of North Western Avenue; thence south 400 feet along said line 500 feet east of and parallel with the east line of North Western Avenue to a line 2,300 feet south of and parallel with the south line of West Peterson Avenue; thence west 500 feet along said line 2,300 feet south of and parallel with the south line of West Peterson Avenue to the east line of North Western Avenue; thence south along said east line of North Western Avenue to a point on the east line of said North Western Avenue and north 302 feet measured along said east line from the south line of the northwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian; thence east 630 feet along a line perpendicular to the east line of North Western Avenue; thence south 140 feet along a line parallel with the east line of North Western Avenue; thence east 165 feet along a line perpendicular to the east line of North Western Avenue; thence south 68 feet along a line parallel with the east line of North Western Avenue; thence east 398.51 feet on an angle to the right of 89 degrees, 21 minutes, 30 seconds from the last described course; thence southeasterly 141.48 feet on an angle to the right of 241 degrees, 48 minutes, 29 seconds from the last described course to the northwesterly right-of-way line of Bowmanville Avenue; thence southeasterly along a line perpendicular to said northwest right-of-way of Bowmanville Avenue to the southeasterly right-of-way of said Bowmanville Avenue; thence southwesterly along said southeasterly line of North Bowmanville Avenue and its southeasterly extension to the south line of West Berwyn Avenue; thence west along said south line of West Berwyn Avenue to the west line of Lot 22 of O. B. Conklin's Subdivision of part of the west half of the southwest quarter of the northwest quarter of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 3623355, said west line of Lot 22 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North

Western Avenue and its southerly extension to the south line of West Farragut Avenue; thence west along said south line of West Farragut Avenue to the west line of Lot 56 of aforesaid O. B. Conklin's Subdivision; thence south along said west line of Lot 56 of aforesaid O. B. Conklin's Subdivision to the south line of said Lot 56, said south line of Lot 56 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the northerly extension of the west line of Lot 64 of aforesaid O.B. Conklin's Subdivision; thence south along said west line of Lot 64 of aforesaid O. B. Conklin's Subdivision and its southerly extension to the south line of West Foster Avenue; thence west along said south line of West Foster Avenue to the southerly extension of the west line of Lot 6 of Budlongs Subdivision of the south half of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 2066417; thence north along said west line of Lot 6 and its northerly extension to the south line of Lot 9 of Greenhoff's Resubdivision of Berwyn/Western Subdivision, a subdivision of part of the southeast quarter of the southeast quarter of the north east quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 14367459, said south line of Lot 9 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the west line of Lot 15 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along said west line of Lot 15 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision and its northerly extension to the north line of West Farragut Avenue; thence east along said north line of West Farragut Avenue to the west line of Lot 14 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along said west line of Lot 14 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the northwest corner of said Lot 14; thence north to the southwest corner of Lot 13 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along the west line of said Lot 13 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the south line of West Berwyn Avenue; thence west along said south line of West Berwyn Avenue to the southerly extension of the west line of the east 187 feet measured along the south line of Lot 7 of Assessor's Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, recorded September 21, 1869 in book 170, page 138; thence north along said west line of and its southerly extension of said 187 feet of Lot 7 measured along its south line of aforesaid Assessor's Division recorded September 21, 1869 in book 170, page 138 to the south line of Lot 6 of aforesaid Assessor's Division; thence west along said south line of Lot 6 of aforesaid Assessor's Division and its westerly extension to the east line of Lot 7 of Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, being a resubdivision of Lots 8 to 13 both, inclusive, in Assessor's

Division of the southeast quarter of the northeast quarter of the northeast quarter, and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian together with certain strips of land adjoining said Lots 8 to 13 in Assessor's Division aforesaid being Document Number 15659960, said east line of Lot 7 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the westerly extension of the north line of Lot 4 of aforesaid Assessor's Division, recorded September 21, 1869 in book 170, page 138 said north line of Lot 4 being also the south line of West Balmoral Avenue between North Artesian Avenue and North Western Avenue; thence east along said north line of Lot 4 and its westerly extension to the southerly extension of the east line of the west 156 feet of Lots 1 through 3 inclusive in the Assessors Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12. Township 40 North, Range 13 East of the Third Principal Meridian, recorded September 21, 1869 in book 170 page 138; thence north along said east line of the west 156 feet of Lots 1 thru 3 inclusive of aforesaid Assessors Division to the south line of West Catalpa Avenue; thence west along said south line of West Catalpa Avenue to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the north line of West Catalpa Avenue; thence east along said north line of West Catalpa Avenue to the east line of Lot 22 in Block 6 of Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision being a subdivision of the northeast quarter of the north east quarter of the north east quarter of Section 12, and that part easterly of Lincoln Avenue of the west half of the east half of the northeast quarter of Section 12 (excepting therefrom that part thereof lying south of a line 200 feet north of the north line of Berwyn Avenue) all in Township 40 North, Range 13 East of the Third Principal Meridian (except streets heretofore dedicated) being document Number 7905451, said east line of Lot 22 in Block 6 being also the west line of the alley west of north western avenue; thence north along said west line of the alley west of north western avenue and its northerly extension to the south line of Lots 1 through 9 inclusive in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision, said south line of Lots 1 through 9 being also the north line of the alley south of West Bryn Mawr Avenue; thence west along said north line of the alley south of West Bryn Mawr Avenue to the west line of the East Half of Lot 6 in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision; thence north along said west line of the east half of Lot 6 in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision to the south line of West Bryn Mawr Avenue; thence east along said south line of West Bryn Mawr Avenue to the southerly extension of the east line of Lot 21 in Block 24 of W.F. Kaiser and Company's "Arcadia Terrace", being a subdivision of the north half of the southeast quarter (except the west 33 feet thereof), and the south east quarter of the south-east quarter of

Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5414538, said east line of Lot 21 in Block 24 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the north line of Lot 30 of E.C. Paschke's Western/Peterson Subdivision in the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 9191017; thence west along said north line of Lot 30 of aforesaid E.C. Paschke's Western/Peterson Subdivision and its westerly extension to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the north line of West Glenlake Avenue; thence east along said north line of West Glenlake Avenue to the east line of Lot 9 in Block 1 of T.J. Gracy's Third Green Briar Addition to North Edgewater in the southeast quarter of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 7087512. said east line of Lot 9 in Block 1 being also the west line of the alley west of North Western Avenue thence north along said west line of the alley west of North Western Avenue to the south line of the alley south of West Devon Avenue, dedicated in Document Number 8254021; thence west along said south line of the dedicated alley south of West Devon Avenue to the east line of North Artesian Avenue; thence south along said east line of North Artesian Avenue to the easterly extension of the north line of Lot 5 of Devon/Artesian Subdivision in the north east quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 165841 T.S., said north line of Lot 5 aforesaid, being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North Campbell Avenue; thence south along said east line of North Campbell Avenue to the easterly extension of the south line of the alley opened by Resolution of the City Council passed September 25, 1958 (58-25) in Block 1 of Ellis and Morris Second Addition to North Edgewater, being a Subdivision of the north half of the east half of the west half of the east half of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian; thence west along said south line of the alley opened by Resolution south of West Devon Avenue and its westerly extension to the west line of North Maplewood Avenue; thence north along said west line of North Maplewood Avenue to the north line of Lot 34 Block 1 of Devon Maplewood Addition to North Edgewater in the west half of the west half of the east half of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 6008097, said north line of Lot 34 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the easterly extension of the north line of Lot 27, Block 1 of T.J. Grady's Sixth Green Briar Addition, to North Edgewater in the northeast quarter of the northwest Quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian,

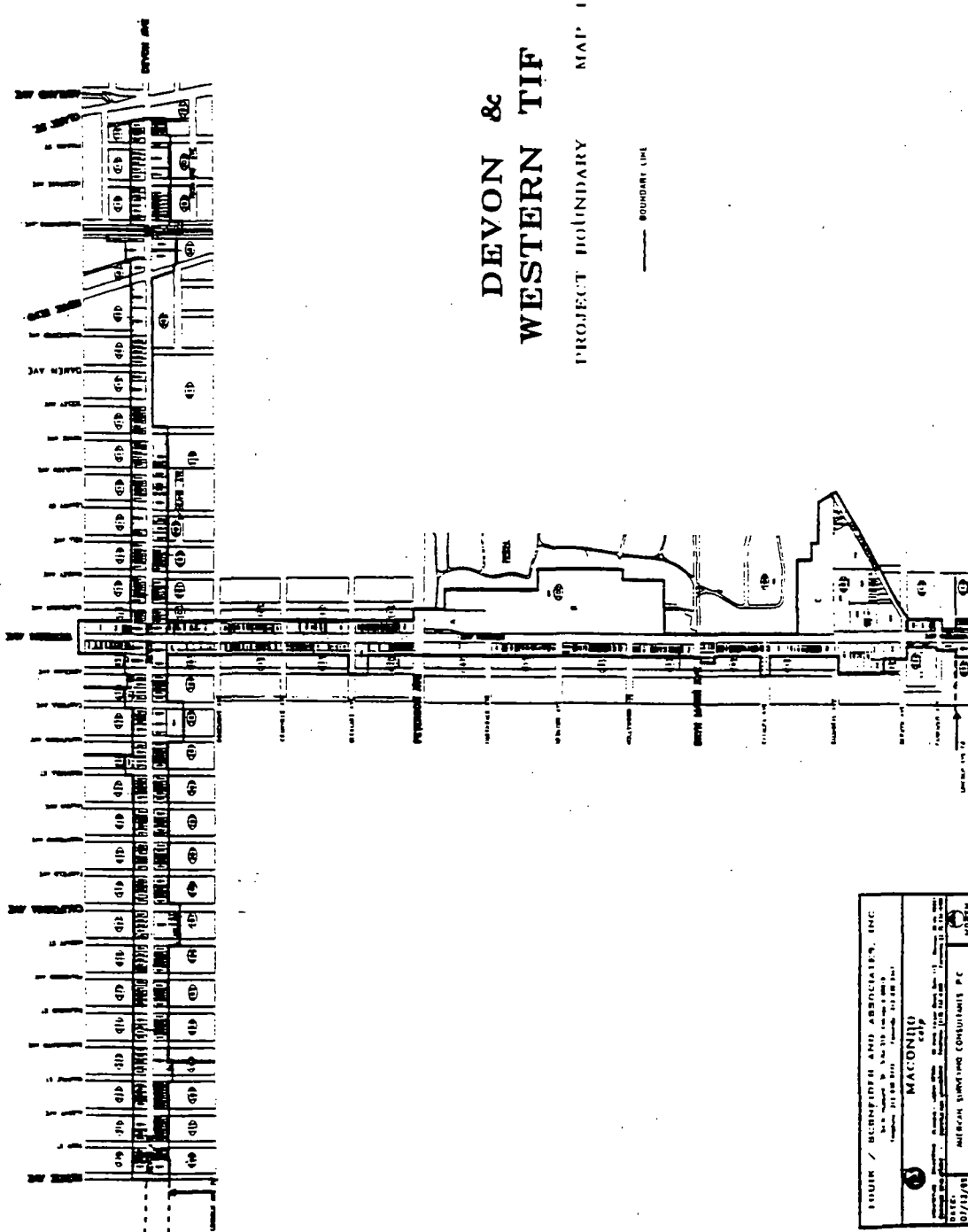
being Document Number 7585379, said north line of Lot 27 also being the south line of the alley dedicated in Document Number 15703796; thence west along said south line of said dedicated alley and its westerly extension to the west line of North Mozart Street; thence north along said west line of North Mozart Street to the north line of Lot 32, Block 2 of aforesaid T.J. Grady's Sixth Green Briar Addition to North Edgewater, said north line of Lot 32 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the west line of Lot 286 of Krenn and Datos Devon-Kedzie Addition to North Edgewater being a subdivision of the north west quarter of the north west quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8231543, said west line of Lot 286 being also the east line of the alley west of North Sacramento Avenue; thence south along said east line of the alley west of North Sacramento Avenue to the easterly extension of the south line of Lot 227 of aforesaid Krenn and Datos Devon/Kedzie Addition to North Edgewater; thence west along said south line of Lot 227 and its westerly extension to the west line of North Whipple Street; thence north along said west line of North Whipple Street to the north line of Lot 224 of aforesaid Krenn and Datos Devon/Kedzie Addition to North Edgewater, said north line of Lot 224 also being the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the northwest corner of Lot 100 of aforesaid Krenn and Datos Devon/Kedzie Addition to North Edgewater; thence westerly to the northeast corner of Lot 37 of aforesaid Krenn and Datos Devon/Kedzie Addition to North Edgewater; thence west along the north line of said Lot 37 and its westerly extension to the west line of North Kedzie Avenue; thence north along said west line of North Kedzie Avenue to the centerline of West Devon Avenue, being also the south line of the southeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian; thence east along said south line of the southeast quarter of Section 35 to the east line of said southeast quarter of Section 35; thence north along said east line of the southeast quarter of Section 35 to the north line West Devon Avenue ;thence west along said north line of West Devon Avenue to the point of beginning.

Exhibit "D".
(To Ordinance)

Street Boundary Description Of Area.

The Area is generally bounded by West Arthur Avenue and the alley north of West Devon Avenue on the north, West Foster Avenue on the south, the alley west of North Clark Street and the alley east of North Western Avenue on the east, and North Kedzie Avenue and the alley west of North Western Avenue on the west.

Exhibit "E"
(To Ordinance)



DESIGNATION OF DEVON AND WESTERN REDEVELOPMENT
PROJECT AREA AS TAX INCREMENT
FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the Devon and Western Redevelopment Project Area as a redevelopment project area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1996 State Bar Edition), as amended (the "Act"), for a proposed redevelopment are to be known as the Devon and Western Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-71.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council" with the Mayor referred to herein collectively as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area on September 14, 1999; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act; notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act; and a meeting of the joint review board (the "Board") was convened pursuant to Section 5/11-74.4-5(b) of the Act; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 99-CDC-172 recommending to the City Council the designation of the Area as a redevelopment project area pursuant to the Act, among other things; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report attached thereto as an exhibit), testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein and are generally informed of the conditions existing in the Area; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in an ordinance of the City of Chicago, Illinois approving a redevelopment plan for the Devon and Western Redevelopment Project Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practical) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

a. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

b. As required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act.

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

[Exhibit "C" referred to in this ordinance printed
on page 13445 of this Journal.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Devon And Western Redevelopment Plan.

Legal Description.

That part of the south half of Sections 35 and 36, Township 41 North, Range 13 East of the Third Principal Meridian, the south half of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, that part of Sections 1,2 and 12, Township 40 North, Range 13 East of the Third Principal Meridian, and that part of Sections 6 and 7, Township 40 North, Range 14 East of the Third Principal Meridian all located in the City of Chicago, Cook County, State of Illinois, described as follows:

beginning at the intersection of the west line of North Kedzie Avenue and the north line of West Devon Avenue, said west line of North Kedzie Avenue being also the west limits of the City of Chicago; thence north along said west line of North Kedzie Avenue to the westerly extension of the south line of Lot 85 in Reinberg's North Channel Subdivision in the southwest quarter of the fractional southwest quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, being Document Number 8630401, said south line of Lot 85 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the westerly extension of the north line of Lot 11 of Block 5 of Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park, being a subdivision of the southeast quarter of the southeast quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, being Document Number 5305842; thence east along said north line of Lot 11 of Block 5 and its westerly extension to the east line of said Lot 11, said east line being also the west line of the alley east of North Rockwell Street in said Block 5; thence south along said west line of the alley east of North Rockwell Street to the south line of said Lot 11, said south line being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the west line of North Campbell Avenue; thence north along said west line of North Campbell Avenue to the westerly extension of the north line of Lot 11, Block 7 of said Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park; thence east along said north line of Lot 11, Block 7 and its westerly extension to the east line of said Lot 11, being also the west line of the alley east of North Campbell Avenue in said Block 7; thence south along said west line of the alley east of North Campbell Avenue to the westerly extension of the north line of the south 50 feet of Lot 6 of aforesaid Block 7; thence east along said north line of the south 50 feet of Lot 6 and its westerly extension to the west line of North Artesian Avenue; thence

north along said west line of North Artesian Avenue to the westerly extension of the north line of Lot 11, Block 8 of aforesaid Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park; thence east along said north line of Lot 11, Block 8 and its westerly extension to the east line of said Lot 11, said east line of Lot 11, being also the west line of the alley east of North Artesian Avenue in said Block 8; thence north along said west line of said alley east of North Artesian Avenue to the north line of West Arthur Avenue; thence east along said north line of West Arthur Avenue to the northerly extension of the west line of Lot 77 of Arthur Avenue Subdivision of 26 acres, being Document Number 7366967 said west line of Lot 77 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the south line of Lot 7, Block 8 of Devon/Western Addition to Rogers Park, being a resubdivision of Lots 1 to 24 both inclusive in Margaret Fabers Subdivision of the south 6 chains of the southwest quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, being Document Number 5525116, said south line of Lot 7, Block 8 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue and its easterly extension to the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the south line of Lot 19 in Block 7 of said Devon/Western Addition; said south line of Lot 19 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the east line of North Damen Avenue; thence south along said east line of North Damen Avenue to the south line of Lot 2 of John Becker's Addition to Chicago being a subdivision in the southwest quarter of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, being Document Number 4020116; thence east along said south line of Lot 2 and its easterly extension to the east line of North Ridge Boulevard; thence northwesterly along said east line of North Ridge Boulevard to the north line of Lot 3 of D. Schreiber's Subdivision of that part of Lots 4 and 5 lying between the Chicago and Northwestern Railway and Ridge Road except the north 50 feet of Lot 4 of Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian being Document Number 4033053; thence east along said north line of Lot 3 to the west line of the alley east of North Ridge Boulevard dedicated on Document Number 4819734; thence northwesterly along said west line of the alley east of North Ridge Boulevard to the westerly extension of the north line of Lot 6 of aforesaid D. Schreiber's Subdivision; thence east along said north line of Lot 6 and its westerly extension to the east line of said Lot 6; thence north along the northerly extension of said east line of Lot 6 of aforesaid D. Schreiber's Subdivision to a line 371 feet north of and parallel with the north line of West Devon Avenue; thence east along said line 371 feet north of and parallel with the north line of West Devon Avenue to the west line of the Chicago and Northwestern Railway; thence south along said west line of the Chicago and Northwestern Railway to the south line of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third

Principal Meridian; thence east along said south line of the southeast quarter of Section 31 to the east line of the Chicago and Northwestern Railway; thence north along said east line of the Chicago and Northwestern Railway to the westerly extension of the south line of Lot 20 of Schreiber's Subdivision of that part of Lots 2, 3, 4 and 5 in Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying between the Chicago and Northwestern right-of-way and Clark Street, being Document Number 2593751, said south line of Lot 20 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the northerly extension of the east line of Lot 38 of aforesaid Schreiber's Subdivision, said east line of Lot 38 being also the west line of the alley west of North Clark Street; thence southeasterly along said west line of the alley west of North Clark Street to the north line of West Devon Avenue; thence south to the northeast corner of Lot 1 of the resubdivision of Lots 2, 3 and 4 of Block 1 in Highridge, being Document Number 3304886, the east line of said Lot 1 being also the west line of the alley west of North Clark Avenue; thence south along said west line of the alley west of North Clark Street to the easterly extension of the north line of Lot 5, Block 1 of Highridge being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 807546; thence west along said north line of Lot 5, Block 1 of aforesaid Highridge Subdivision to the east line of North Paulina Street; thence south along said east line of North Paulina Street to the east extension of the north line of Lot 8, Block 2 of aforesaid Highridge Subdivision, said north line of Lot 8 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North Ravenswood Avenue; thence south along said east line of North Ravenswood Avenue to a line 284.20 feet south of and parallel with the south line of West Devon Avenue; thence west along said line 284.20 feet south of and parallel with the south line of West Devon Avenue to the west line of the Chicago and Northwest Railway; thence north along said west line of the Chicago and Northwest Railway to the easterly extension of the north line of Lot 9, Block 4 of Highridge, being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 807546, said north line of Lot 9 also being the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the northeasterly line of North Ridge Avenue; thence northwesterly along the northeasterly line of said North Ridge Avenue to the south line of Lot 5, Block 4 of aforesaid Highridge Subdivision; thence west along the west extension of said south line of Lot 5, Block 4 to the southwesterly line of North Ridge Avenue; thence northwesterly along said southwesterly line of North Ridge Avenue to the south line of West Devon Avenue; thence west along the south line of West Devon Avenue to the east line of North Hoyne Avenue; thence south along said east line of North Hoyne Avenue to the easterly extension of the north line of Lots 12 through 20, inclusive, of Block 1 of

Weitor's Devon-Leavitt Addition to North Edgewater in the north half of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 9230771, said north line of Lots 12 through 20 inclusive, being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue and its easterly extension to the west line of Lot 35 of Devon Ridge, being a resubdivision of the vacated Block 5 in Wm. L. Wallen's Resubdivision of the vacated Wm. L. Wallen's Faber Addition to North Edgewater, being a subdivision in the northwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 6163580, said west line of Lot 35 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Glenlake Avenue; thence south to the northwest corner of Lot 19 of Read and Reynold's North Western Avenue Subdivision of the south half of the west half of the west half of the southwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 172190 T.S., the west line of said Lot 19 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Peterson Avenue; thence east along said north line of West Peterson Avenue to a line 206 feet east of and parallel with the east line of North Western Avenue; thence south along said line 206 feet east of and parallel with the east line of North Western Avenue to the south line of West Peterson Avenue; thence continuing south 200 feet along said line 206 feet east of and parallel with the east line of North Western Avenue to a line 200 feet south of and parallel with the south line of West Peterson Avenue; thence east 194 feet along said line 200 feet south of and parallel with the south line of West Peterson Avenue to a line 400 feet east of and parallel with the east line of North Western Avenue; thence south 900 feet along said line 400 feet east of and parallel with the east line of North Western Avenue to a line 1,100 feet south of and parallel with the south line of West Peterson Avenue; thence east 200 feet along said line 1,100 feet south of and parallel with the south line of West Peterson Avenue to a line 600 feet east of and parallel with the east line of North Western Avenue; thence south 800 feet along said line 600 feet east of and parallel with the east line of North Western Avenue to a line 1,900 feet south of and parallel with the south line of West Peterson Avenue; thence west 100 feet along said line 1,900 feet south of and parallel with the south line of West Peterson Avenue to a line 500 feet east of and parallel with the east line of North Western Avenue; thence south 400 feet along said line 500 feet east of and parallel with the east line of North Western Avenue to a line 2,300 feet south of and parallel with the south line of West Peterson Avenue; thence west 500 feet along said line 2,300 feet south of and parallel with the south line of West Peterson Avenue to the east line of North Western Avenue; thence south along said east line of North Western Avenue to a point on the east line of said North Western Avenue and north 302 feet measured along said east line from the south line of the northwest quarter of the northwest

quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian; thence east 630 feet along a line perpendicular to the east line of North Western Avenue; thence south 140 feet along a line parallel with the east line of North Western Avenue; thence east 165 feet along a line perpendicular to the east line of North Western Avenue; thence south 68 feet along a line parallel with the east line of North Western Avenue; thence east 398.51 feet on an angle to the right of 89 degrees, 21 minutes, 30 seconds from the last described course; thence southeasterly 141.48 feet on an angle to the right of 241 degrees, 48 minutes, 29 seconds from the last described course to the northwesterly right-of-way line of Bowmanville Avenue; thence southeasterly along a line perpendicular to said northwest right-of-way of Bowmanville Avenue to the southeasterly right-of-way of said Bowmanville Avenue; thence southwesterly along said southeasterly line of North Bowmanville Avenue and its southeasterly extension to the south line of West Berwyn Avenue; thence west along said south line of West Berwyn Avenue to the west line of Lot 22 of O. B. Conklin's Subdivision of part of the west half of the southwest quarter of the northwest quarter of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 3623355, said west line of Lot 22 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue and its southerly extension to the south line of West Farragut Avenue; thence west along said south line of West Farragut Avenue to the west line of Lot 56 of aforesaid O. B. Conklin's Subdivision; thence south along said west line of Lot 56 of aforesaid O. B. Conklin's Subdivision to the south line of said Lot 56, said south line of Lot 56 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the northerly extension of the west line of Lot 64 of aforesaid O. B. Conklin's Subdivision; thence south along said west line of Lot 64 of aforesaid O. B. Conklin's Subdivision and its southerly extension to the south line of West Foster Avenue; thence west along said south line of West Foster Avenue to the southerly extension of the west line of Lot 6 of Budlongs Subdivision of the south half of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 2066417; thence north along said west line of Lot 6 and its northerly extension to the south line of Lot 9 of Greenhoff's Resubdivision of Berwyn/Western Subdivision, a subdivision of part of the southeast quarter of the southeast quarter of the north east quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 14367459, said south line of Lot 9 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the west line of Lot 15 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along said west line of Lot 15 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision and its northerly extension to the north line of West Farragut Avenue; thence east along said north line of West Farragut Avenue to the west line of Lot 14 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along said

west line of Lot 14 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the northwest corner of said Lot 14; thence north to the southwest corner of Lot 13 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along the west line of said Lot 13 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the south line of West Berwyn Avenue; thence west along said south line of West Berwyn Avenue to the southerly extension of the west line of the east 187 feet measured along the south line of Lot 7 of Assessor's Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, recorded September 21, 1869 in book 170, page 138; thence north along said west line of and its southerly extension of said 187 feet of Lot 7 measured along its south line of aforesaid Assessor's Division recorded September 21, 1869 in book 170, page 138 to the south line of Lot 6 of aforesaid Assessor's Division; thence west along said south line of Lot 6 of aforesaid Assessor's Division and its westerly extension to the east line of Lot 7 of Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, being a resubdivision of Lots 8 to 13 both, inclusive, in Assessor's Division of the southeast quarter of the northeast quarter of the northeast quarter, and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian together with certain strips of land adjoining said Lots 8 to 13 in Assessor's Division aforesaid being Document Number 15659960, said east line of Lot 7 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the westerly extension of the north line of Lot 4 of aforesaid Assessor's Division, recorded September 21, 1869 in book 170, page 138 said north line of Lot 4 being also the south line of West Balmoral Avenue between North Artesian Avenue and North Western Avenue; thence east along said north line of Lot 4 and its westerly extension to the southerly extension of the east line of the west 156 feet of Lots 1 through 3 inclusive in the Assessors Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, recorded September 21, 1869 in book 170 page 138; thence north along said east line of the west 156 feet of Lots 1 through 3 inclusive of aforesaid Assessors Division to the south line of West Catalpa Avenue; thence west along said south line of West Catalpa Avenue to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the north line of West Catalpa Avenue; thence east along said north line of West Catalpa Avenue to the east line of Lot 22 in Block 6 of Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision being a subdivision of the northeast quarter of the northeast quarter of the northeast quarter of Section 12, and that part easterly of Lincoln Avenue of the west half of the east half of the northeast quarter of Section 12 (excepting therefrom that part thereof lying south of a line 200 feet north of the north line of Berwyn Avenue) all in Township 40

North, Range 13 East of the Third Principal Meridian (except streets heretofore dedicated) being Document Number 7905451; said east line of Lot 22 in Block 6 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of north western avenue and its northerly extension to the south line of Lots 1 through 9 inclusive in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision, said south line of Lots 1 through 9 being also the north line of the alley south of West Bryn Mawr Avenue; thence west along said north line of the alley south of West Bryn Mawr Avenue to the west line of the east half of Lot 6 in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision; thence north along said west line of the east half of Lot 6 in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision to the south line of West Bryn Mawr Avenue; thence east along said south line of West Bryn Mawr Avenue to the southerly extension of the east line of Lot 21 in Block 24 of W.F. Kaiser and Company's "Arcadia Terrace", being a subdivision of the north half of the southeast quarter (except the west 33 feet thereof), and the South East quarter of the southeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5414538, said east line of Lot 21 in Block 24 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the north line of Lot 30 of E.C. Paschke's Western/Peterson Subdivision in the North East Quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 9191017; thence west along said north line of Lot 30 of aforesaid E.C. Paschke's Western/Peterson Subdivision and its westerly extension to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the north line of West Glenlake Avenue; thence east along said north line of West Glenlake Avenue to the east line of Lot 9 in Block 1 of T.J. Grady's Third Green Briar Addition to North Edgewater in the south/east quarter of the north/east quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 7087512, Said east line of Lot 9 in Block 1 being also the west line of the alley west of North Western Avenue , thence north along said west line of the alley west of North Western Avenue to the south line of the alley south of West Devon Avenue, dedicated in Document Number 8254021; thence west along said south line of the dedicated alley south of West Devon Avenue to the east line of North Artesian Avenue; thence south along said east line of North Artesian Avenue to the easterly extension of the north line of Lot 5 of Devon/Artesian Subdivision in the north east Quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 165841 T.S., said north line of Lot 5 aforesaid, being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North Campbell Avenue; thence south along said east line of North Campbell Avenue to the easterly extension of the south line of the alley opened by resolution of the City Council passed September 25, 1958 (58-25) in Block 1 of Ellis and Morris Second Addition to North Edgewater, being a

Subdivision of the north half of the east half of the west half of the east half of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian; thence west along said south line of the alley opened by Resolution south of West Devon Avenue and its westerly extension to the west line of North Maplewood Avenue; thence north along said west line of North Maplewood Avenue to the north line of Lot 34 Block 1 of Devon/Maplewood Addition to North Edgewater in the west half of the west half of the east half of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 6008097, said north line of Lot 34 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the easterly extension of the north line of Lot 27, Block 1 of T.J. Grady's Sixth Green Briar Addition, to North Edgewater in the northeast quarter of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 7585379, said north line of Lot 27 also being the south line of the alley dedicated in Document Number 15703796; thence west along said south line of said dedicated alley and its westerly extension to the west line of North Mozart Street; thence north along said west line of North Mozart Street to the north line of Lot 32, Block 2 of aforesaid T.J. Grady's Sixth Green Briar Addition to North Edgewater, said north line of Lot 32 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the west line Lot 286 of Krenn and Dato's Devon/Kedzie Addition to North Edgewater being a Subdivision of the north west quarter of the north west quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8231543, said west line of Lot 286 being also the east line of the alley west of North Sacramento Avenue; thence south along said east line of the alley west of North Sacramento Avenue to the easterly extension of the south line of Lot 227 of aforesaid Krenn and Dato's Devon/Kedzie Addition to North Edgewater; thence west along said south line of Lot 227 and its westerly extension to the west line of North Whipple Street; thence north along said west line of North Whipple Street to the north line of Lot 224 of aforesaid Krenn and Dato's Devon/Kedzie Addition to North Edgewater, said north line of Lot 224 also being the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the northwest corner of Lot 100 of aforesaid Krenn and Dato's Devon/Kedzie Addition to North Edgewater; thence westerly to the northeast corner of Lot 37 of aforesaid Krenn and Dato's Devon/Kedzie Addition to North Edgewater; thence west along the north line of said Lot 37 and its westerly extension to the west line of North Kedzie Avenue; thence north along said west line of North Kedzie Avenue to the centerline of West Devon Avenue, being also the south line of the southeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian; thence east along said south line of the southeast quarter of Section 35 to the east line of said southeast quarter of Section 35; thence north along said east line of the southeast quarter of

Section 35 to the north line West Devon Avenue; thence west along said north line of West Devon Avenue to the point of beginning.

Exhibit "B".

Street Boundary Description Of Area.

The Area is generally bounded by West Arthur Avenue and the alley north of West Devon Avenue on the north, West Foster Avenue on the south, the alley west of North Clark Street and the alley east of North Western Avenue on the east, and North Kedzie Avenue and the alley west of North Western Avenue on the west.

ADOPTION OF TAX INCREMENT ALLOCATION FINANCING
FOR DEVON AND WESTERN REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

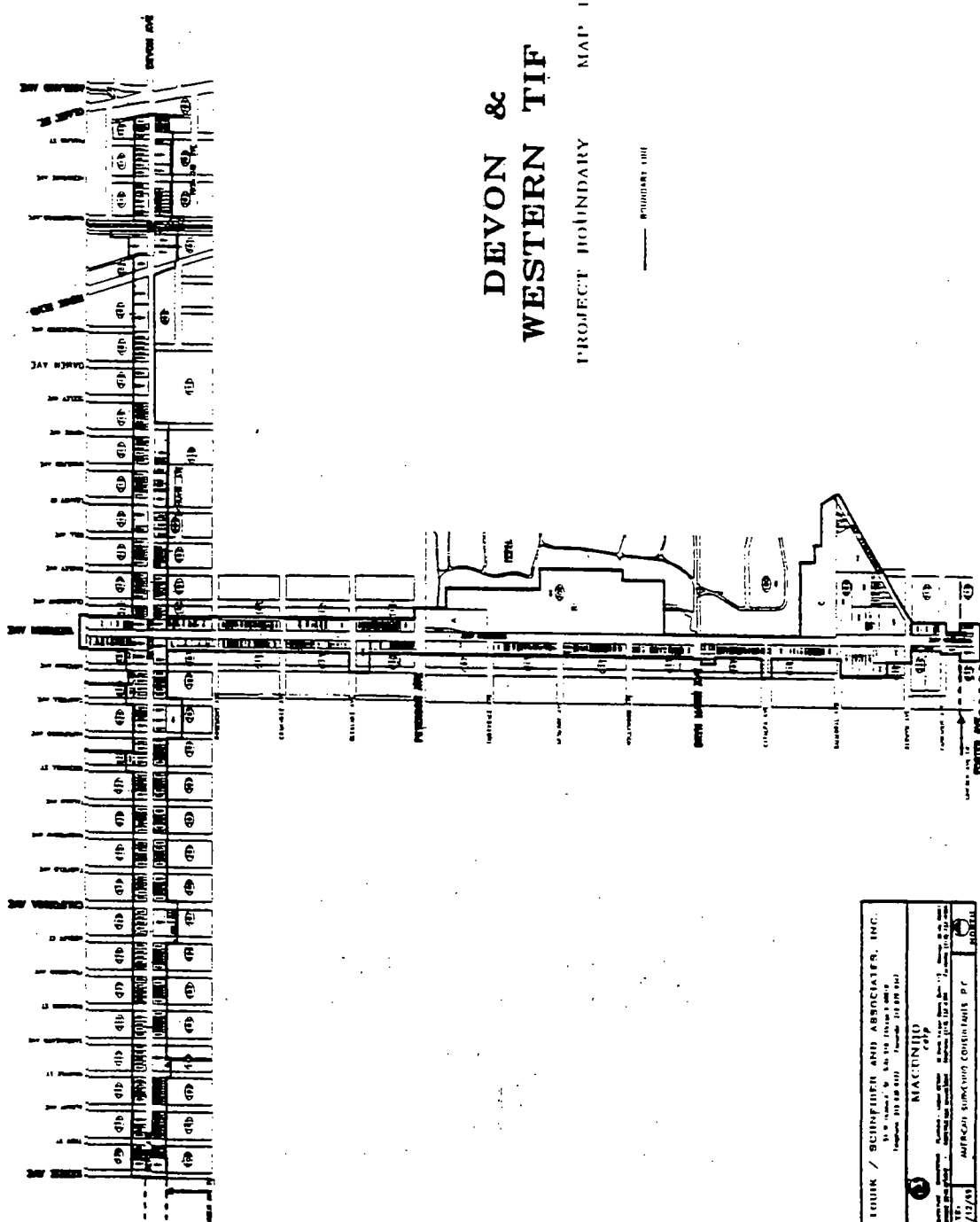
To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance adopting tax increment financing for the Devon and Western Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 13446)

Exhibit "C"

Project Boundary Map.



(Continued from page 13444)

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq.(1996), as amended (the "Act"), for a proposed redevelopment project area to be known as the Devon and Western Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 99-CDC-172, recommending to the City Council the adoption of Tax Increment Allocation

Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan, which was identified in an ordinance of the City of Chicago, Illinois, approving a redevelopment plan for the Devon and Western Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of an ordinance of the City of Chicago, Illinois, designating the Devon and Western Redevelopment Project Area a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practical) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation Of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. that portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. that portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the City Treasurer who shall deposit said taxes into a special fund, hereby

created, and designated the "Clark Street and Ridge Avenue Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed
on page 13457 of this Journal.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A"

Legal Description.

That part of the south half of Sections 35 and 36, Township 41 North, Range 13 East of the Third Principal Meridian, the south half of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, that part of Sections 1,2 and 12, Township 40 North, Range 13 East of the Third Principal Meridian, and that part of Sections 6 and 7, Township 40 North, Range 14 East of the Third Principal Meridian all located in the City of Chicago, Cook County, State of Illinois, described as follows:

beginning at the intersection of the west line of North Kedzie Avenue and the north line of West Devon Avenue, said west line of North Kedzie Avenue being also the west limits of the City of Chicago; thence north along said west line of North Kedzie Avenue to the westerly extension of the south line of Lot 85 in Reinberg's North Channel Subdivision in the southwest quarter of the fractional southwest quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, being Document Number 8630401, said south line of Lot 85 being also the north

line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the westerly extension of the north line of Lot 11 of Block 5 of Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park, being a subdivision of the southeast quarter of the southeast quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, being Document Number 5305842; thence east along said north line of Lot 11 of Block 5 and its westerly extension to the east line of said Lot 11, said east line being also the west line of the alley east of North Rockwell Street in said Block 5; thence south along said west line of the alley east of North Rockwell Street to the south line of said Lot 11, said south line being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the west line of North Campbell Avenue; thence north along said west line of North Campbell Avenue to the westerly extension of the north line of Lot 11, Block 7 of said Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park; thence east along said north line of Lot 11, Block 7 and its westerly extension to the east line of said Lot 11, being also the west line of the alley east of North Campbell Avenue in said Block 7; thence south along said west line of the alley east of North Campbell Avenue to the westerly extension of the north line of the south 50 feet of Lot 6 of aforesaid Block 7; thence east along said north line of the south 50 feet of Lot 6 and its westerly extension to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the westerly extension of the north line of Lot 11, Block 8 of aforesaid Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park; thence east along said north line of Lot 11, Block 8 and its westerly extension to the east line of said Lot 11, said east line of Lot 11, being also the west line of the alley east of North Artesian Avenue in said Block 8; thence north along said west line of said alley east of North Artesian Avenue to the north line of West Arthur Avenue; thence east along said north line of West Arthur Avenue to the northerly extension of the west line of Lot 77 of Arthur Avenue Subdivision of 26 acres, being Document Number 7366967 said west line of Lot 77 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the south line of Lot 7, Block 8 of Devon/Western Addition to Rogers Park, being a resubdivision of Lots 1 to 24 both inclusive in Margaret Fabers Subdivision of the south 6 chains of the southwest quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, being Document Number 5525116, said south line of Lot 7, Block 8 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue and its easterly extension to the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the south line of Lot 19 in Block 7 of said Devon/Western Addition; said south line of Lot 19 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the east line of North Damen Avenue; thence south

along said east line of North Damen Avenue to the south line of Lot 2 of John Becker's Addition to Chicago being a subdivision in the southwest quarter of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, being Document Number 4020116; thence east along said south line of Lot 2 and its easterly extension to the east line of North Ridge Boulevard; thence northwesterly along said east line of North Ridge Boulevard to the north line of Lot 3 of D. Schreiber's Subdivision of that part of Lots 4 and 5 lying between the Chicago and Northwestern Railway and Ridge Road except the north 50 feet of Lot 4 of Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian being Document Number 4033053; thence east along said north line of Lot 3 to the west line of the alley east of North Ridge Boulevard dedicated on Document Number 4819734; thence northwesterly along said west line of the alley east of North Ridge Boulevard to the westerly extension of the north line of Lot 6 of aforesaid D. Schreiber's Subdivision; thence east along said north line of Lot 6 and its westerly extension to the east line of said Lot 6; thence north along the northerly extension of said east line of Lot 6 of aforesaid D. Schreiber's Subdivision to a line 371 feet north of and parallel with the north line of West Devon Avenue; thence east along said line 371 feet north of and parallel with the north line of West Devon Avenue to the west line of the Chicago and Northwestern Railway; thence south along said west line of the Chicago and Northwestern Railway to the south line of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence east along said south line of the southeast quarter of Section 31 to the east line of the Chicago and Northwestern Railway; thence north along said east line of the Chicago and Northwestern Railway to the westerly extension of the south line of Lot 20 of Schreiber's Subdivision of that part of Lots 2, 3, 4 and 5 in Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying between the Chicago and Northwestern right-of-way and Clark Street, being Document Number 2593751, said south line of Lot 20 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the northerly extension of the east line of Lot 38 of aforesaid Schreiber's Subdivision, said east line of Lot 38 being also the west line of the alley west of North Clark Street; thence southeasterly along said west line of the alley west of North Clark Street to the north line of West Devon Avenue; thence south to the northeast corner of Lot 1 of the resubdivision of Lots 2, 3 and 4 of Block 1 in Highridge, being Document Number 3304886, the east line of said Lot 1 being also the west line of the alley west of North Clark Avenue; thence south along said west line of the alley west of North Clark Street to the easterly extension of the north line of Lot 5, Block 1 of Highridge being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 807546; thence west along said north line of Lot 5, Block 1 of aforesaid Highridge Subdivision to the east line of

North Paulina Street; thence south along said east line of North Paulina Street to the east extension of the north line of Lot 8, Block 2 of aforesaid Highridge Subdivision, said north line of Lot 8 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North Ravenswood Avenue; thence south along said east line of North Ravenswood Avenue to a line 284.20 feet south of and parallel with the south line of West Devon Avenue; thence west along said line 284.20 feet south of and parallel with the south line of West Devon Avenue to the west line of the Chicago and Northwest Railway; thence north along said west line of the Chicago and Northwest Railway to the easterly extension of the north line of Lot 9, Block 4 of Highridge, being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 807546, said north line of Lot 9 also being the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the northeasterly line of North Ridge Avenue; thence northwesterly along the northeasterly line of said North Ridge Avenue to the south line of Lot 5, Block 4 of aforesaid Highridge Subdivision; thence west along the west extension of said south line of Lot 5, Block 4 to the southwesterly line of North Ridge Avenue; thence northwesterly along said southwesterly line of North Ridge Avenue to the south line of West Devon Avenue; thence west along the south line of West Devon Avenue to the east line of North Hoyne Avenue; thence south along said east line of North Hoyne Avenue to the easterly extension of the north line of Lots 12 through 20, inclusive, of Block 1 of Weitor's Devon-Leavitt Addition to North Edgewater in the north half of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 9230771, said north line of Lots 12 through 20 inclusive, being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue and its easterly extension to the west line of Lot 35 of Devon Ridge, being a resubdivision of the vacated Block 5 in Wm. L. Wallen's Resubdivision of the vacated Wm. L. Wallen's Faber Addition to North Edgewater, being a subdivision in the northwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 6163580, said west line of Lot 35 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Glenlake Avenue; thence south to the northwest corner of Lot 19 of Read and Reynold's North Western Avenue Subdivision of the south half of the west half of the west half of the southwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 172190 T.S., the west line of said Lot 19 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Peterson Avenue; thence east along said north line of West Peterson Avenue to a line 206 feet east of and parallel with the east line of North Western Avenue;

thence south along said line 206 feet east of and parallel with the east line of North Western Avenue to the south line of West Peterson Avenue; thence continuing south 200 feet along said line 206 feet east of and parallel with the east line of North Western Avenue to a line 200 feet south of and parallel with the south line of West Peterson Avenue; thence east 194 feet along said line 200 feet south of and parallel with the south line of West Peterson Avenue to a line 400 feet east of and parallel with the east line of North Western Avenue; thence south 900 feet along said line 400 feet east of and parallel with the east line of North Western Avenue to a line 1,100 feet south of and parallel with the south line of West Peterson Avenue; thence east 200 feet along said line 1,100 feet south of and parallel with the south line of West Peterson Avenue to a line 600 feet east of and parallel with the east line of North Western Avenue; thence south 800 feet along said line 600 feet east of and parallel with the east line of North Western Avenue to a line 1,900 feet south of and parallel with the south line of West Peterson Avenue; thence west 100 feet along said line 1,900 feet south of and parallel with the south line of West Peterson Avenue to a line 500 feet east of and parallel with the east line of North Western Avenue; thence south 400 feet along said line 500 feet east of and parallel with the east line of North Western Avenue to a line 2,300 feet south of and parallel with the south line of West Peterson Avenue; thence west 500 feet along said line 2,300 feet south of and parallel with the south line of West Peterson Avenue to the east line of North Western Avenue; thence south along said east line of North Western Avenue to a point on the east line of said North Western Avenue and north 302 feet measured along said east line from the south line of the northwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian; thence east 630 feet along a line perpendicular to the east line of North Western Avenue; thence south 140 feet along a line parallel with the east line of North Western Avenue; thence east 165 feet along a line perpendicular to the east line of North Western Avenue; thence south 68 feet along a line parallel with the east line of North Western Avenue; thence east 398.51 feet on an angle to the right of 89 degrees, 21 minutes, 30 seconds from the last described course; thence southeasterly 141.48 feet on an angle to the right of 241 degrees, 48 minutes, 29 seconds from the last described course to the northwesterly right-of-way line of Bowmanville Avenue; thence southeasterly along a line perpendicular to said northwest right-of-way of Bowmanville Avenue to the southeasterly right-of-way of said Bowmanville Avenue; thence southwesterly along said southeasterly line of North Bowmanville Avenue and its southeasterly extension to the south line of West Berwyn Avenue; thence west along said south line of West Berwyn Avenue to the west line of Lot 22 of O. B. Conklin's Subdivision of part of the west half of the southwest quarter of the northwest quarter of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 3623355, said west line of Lot 22 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue and its southerly extension to the south line of West Farragut Avenue; thence west along said south

line of West Farragut Avenue to the west line of Lot 56 of aforesaid O. B. Conklin's Subdivision; thence south along said west line of Lot 56 of aforesaid O. B. Conklin's Subdivision to the south line of said Lot 56, said south line of Lot 56 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the northerly extension of the west line of Lot 64 of aforesaid O. B. Conklin's Subdivision; thence south along said west line of Lot 64 of aforesaid O. B. Conklin's Subdivision and its southerly extension to the south line of West Foster Avenue; thence west along said south line of West Foster Avenue to the southerly extension of the west line of Lot 6 of Budlongs Subdivision of the south half of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 2066417; thence north along said west line of Lot 6 and its northerly extension to the south line of Lot 9 of Greenhoff's Resubdivision of Berwyn/Western Subdivision, a subdivision of part of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 14367459, said south line of Lot 9 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the west line of Lot 15 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along said west line of Lot 15 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision and its northerly extension to the north line of West Farragut Avenue; thence east along said north line of West Farragut Avenue to the west line of Lot 14 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along said west line of Lot 14 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the northwest corner of said Lot 14; thence north to the southwest corner of Lot 13 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along the west line of said Lot 13 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the south line of West Berwyn Avenue; thence west along said south line of West Berwyn Avenue to the southerly extension of the west line of the east 187 feet measured along the south line of Lot 7 of Assessor's Division of the southeast quarter of the northeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, recorded September 21, 1869 in book 170, page 138; thence north along said west line of and its southerly extension of said 187 feet of Lot 7 measured along its south line of aforesaid Assessor's Division recorded September 21, 1869 in book 170, page 138 to the south line of Lot 6 of aforesaid Assessor's Division; thence west along said south line of Lot 6 of aforesaid Assessor's Division and its westerly extension to the east line of Lot 7 of Herbert M. Rosenthal and Roy M. Schoenbrods Budlong Woods Addition, being a resubdivision of Lots 8 to 13 both, inclusive, in Assessor's Division of the southeast quarter of the northeast quarter of the northeast quarter, and the northeast quarter of the southeast

quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian together with certain strips of land adjoining said Lots 8 to 13 in Assessor's Division aforesaid being Document Number 15659960, said east line of Lot 7 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the westerly extension of the north line of Lot 4 of aforesaid Assessor's Division, recorded September 21, 1869 in book 170, page 138 said north line of Lot 4 being also the south line of West Balmoral Avenue between North Artesian Avenue and North Western Avenue; thence east along said north line of Lot 4 and its westerly extension to the southerly extension of the east line of the west 156 feet of Lots 1 through 3 inclusive in the Assessors Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12. Township 40 North, Range 13 East of the Third Principal Meridian, recorded September 21, 1869 in book 170 page 138; thence north along said east line of the west 156 feet of Lots 1 thru 3 inclusive of aforesaid Assessors Division to the south line of West Catalpa Avenue; thence west along said south line of West Catalpa Avenue to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the north line of West Catalpa Avenue; thence east along said north line of West Catalpa Avenue to the east line of Lot 22 in Block 6 of Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision being a subdivision of the northeast quarter of the north east quarter of the north east quarter of Section 12, and that part easterly of Lincoln Avenue of the west half of the east half of the northeast quarter of Section 12 (excepting therefrom that part thereof lying south of a line 200 feet north of the north line of Berwyn Avenue) all in Township 40 North, Range 13 East of the Third Principal Meridian (except streets heretofore dedicated) being document Number 7905451, said east line of Lot 22 in Block 6 being also the west line of the alley west of north western avenue; thence north along said west line of the alley west of north western avenue and its northerly extension to the south line of Lots 1 through 9 inclusive in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision, said south line of Lots 1 through 9 being also the north line of the alley south of West Bryn Mawr Avenue; thence west along said north line of the alley south of West Bryn Mawr Avenue to the west line of the East Half of Lot 6 in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision; thence north along said west line of the east half of Lot 6 in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision to the south line of West Bryn Mawr Avenue; thence east along said south line of West Bryn Mawr Avenue to the southerly extension of the east line of Lot 21 in Block 24 of W.F. Kaiser and Company's "Arcadia Terrace", being a subdivision of the north half of the southeast quarter (except the west 33 feet thereof), and the south east quarter of the south-east quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5414538, said east line of Lot 21 in Block 24 being also

the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the north line of Lot 30 of E.C. Paschke's Western/Peterson Subdivision in the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 9191017; thence west along said north line of Lot 30 of aforesaid E.C. Paschke's Western/Peterson Subdivision and its westerly extension to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the north line of West Glenlake Avenue; thence east along said north line of West Glenlake Avenue to the east line of Lot 9 in Block 1 of T.J. Gracy's Third Green Briar Addition to North Edgewater in the southeast quarter of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 7087512. sac east line of Lot 9 in Block 1 being also the west line of the alley west of North Western Avenue thence north along said west line of the alley west of North Western Avenue to the south line of the alley south of West Devon Avenue, dedicated in Document Number 8254021; thence west along said south line of the dedicated alley south of West Devon Avenue to the east line of North Artesian Avenue; thence south along said east line of North Artesian Avenue to the easterly extension of the north line of Lot 5 of Devon/Artesian Subdivision in the north east quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 165841 T.S., said north line of Lot 5 aforesaid, being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North Campbell Avenue; thence south along said east line of North Campbell Avenue to the easterly extension of the south line of the alley opened by Resolution of the City Council passed September 25, 1958 (58-25) in Block 1 of Ellis and Morris Second Addition to North Edgewater, being a Subdivision of the north half of the east half of the west half of the east half of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian; thence west along said south line of the alley opened by Resolution south of West Devon Avenue and its westerly extension to the west line of North Maplewood Avenue; thence north along said west line of North Maplewood Avenue to the north line of Lot 34 Block 1 of Devon Maplewood Addition to North Edgewater in the west half of the west half of the east half of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 6008097, said north line of Lot 34 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the easterly extension of the north line of Lot 27, Block 1 of T.J. Grady's Sixth Green Briar Addition, to North Edgewater in the northeast quarter of the northwest Quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 7585379, said north line of Lot 27 also being the south line of the alley dedicated in Document Number 15703796; thence west along said south line of said dedicated

alley and its westerly extension to the west line of North Mozart Street; thence north along said west line of North Mozart Street to the north line of Lot 32, Block 2 of aforesaid T.J. Grady's Sixth Green Briar Addition to North Edgewater, said north line of Lot 32 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the west line of Lot 286 of Krenn and Datas Devon-Kedzie Addition to North Edgewater being a subdivision of the north west quarter of the north west quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8231543, said west line of Lot 286 being also the east line of the alley west of North Sacramento Avenue; thence south along said east line of the alley west of North Sacramento Avenue to the easterly extension of the south line of Lot 227 of aforesaid Krenn and Datas Devon/Kedzie Addition to North Edgewater; thence west along said south line of Lot 227 and its westerly extension to the west line of North Whipple Street; thence north along said west line of North Whipple Street to the north line of Lot 224 of aforesaid Krenn and Datas Devon/Kedzie Addition to North Edgewater, said north line of Lot 224 also being the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the northwest corner of Lot 100 of aforesaid Krenn and Datas Devon/Kedzie Addition to North Edgewater; thence westerly to the northeast corner of Lot 37 of aforesaid Krenn and Datas Devon/Kedzie Addition to North Edgewater; thence west along the north line of said Lot 37 and its westerly extension to the west line of North Kedzie Avenue; thence north along said west line of North Kedzie Avenue to the centerline of West Devon Avenue, being also the south line of the southeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian; thence east along said south line of the southeast quarter of Section 35 to the east line of said southeast quarter of Section 35; thence north along said east line of the southeast quarter of Section 35 to the north line West Devon Avenue ;thence west along said north line of West Devon Avenue to the point of beginning.

Exhibit "B".

Street Boundary Description Of Area.

The Area is generally bounded by West Arthur Avenue and the alley north of West Devon Avenue on the north, West Foster Avenue on the south, the alley west of North Clark Street and the alley east of North Western Avenue on the east, and North Kedzie Avenue and the alley west of North Western Avenue on the west.

Exhibit "C"

Project Boundary Map.

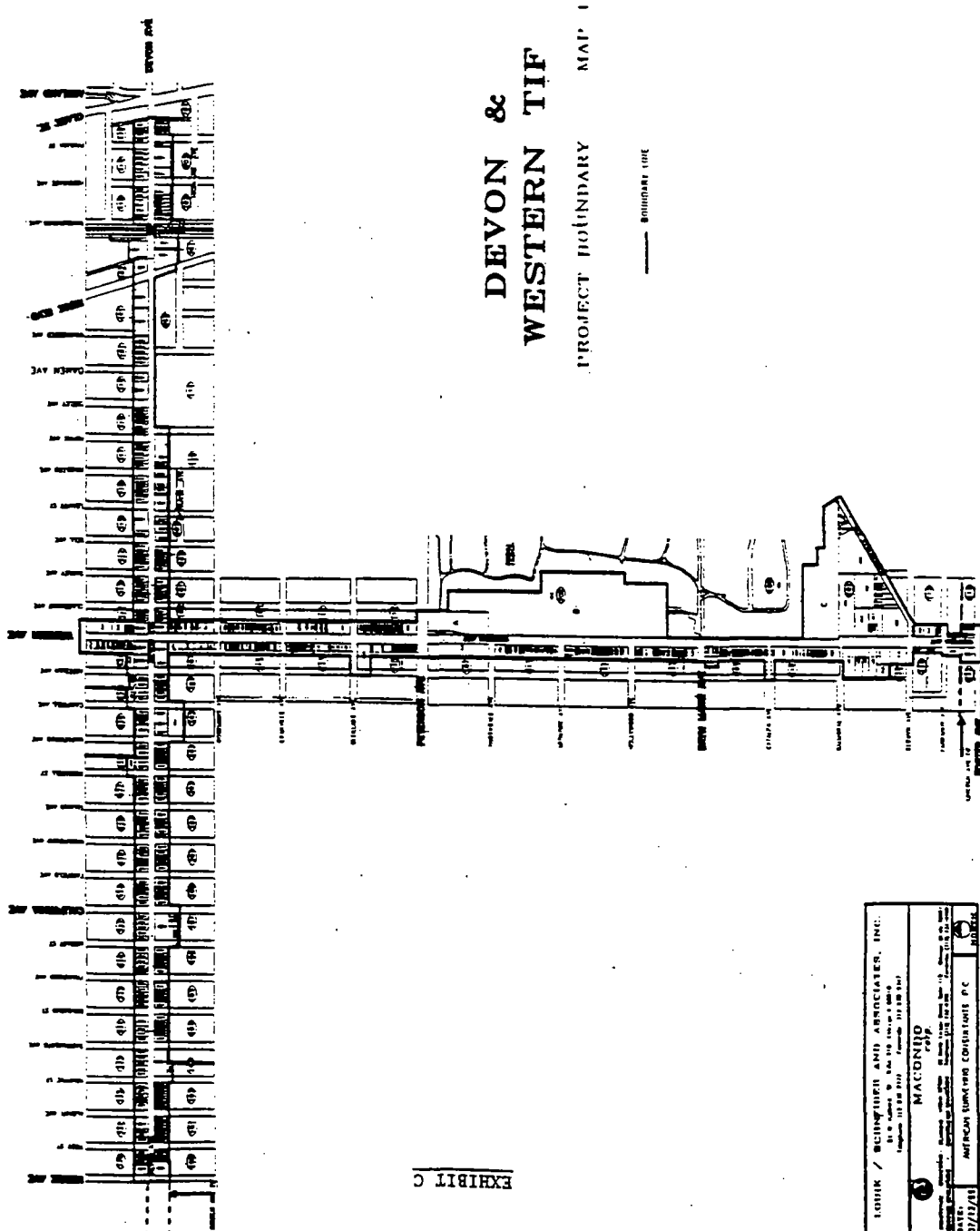


EXHIBIT C

LOHR / SCHMIDT AND ASSOCIATES, INC. 11111 W. 111th St., Suite 100 Overland Park, MO 66213-3907 Phone: (816) 875-1111	
MACONDO 1999	
AMERICAN SURVEYING CORPORATION P.C. 11111 W. 111th St., Suite 100 Overland Park, MO 66213-3907 Phone: (816) 875-1111	
DATE: 07/13/01	DRAWN BY:

AUTHORIZATION FOR APPROVAL OF TAX INCREMENT
REDEVELOPMENT PLAN FOR SOUTH WORKS
INDUSTRIAL REDEVELOPMENT PROJECT
AREA.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving a tax increment redevelopment plan for the South Works Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1996 State Bar Edition), as amended (the "Act"), for a proposed redevelopment project area to be known as the South Works Industrial Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on September 14, 1999; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act beginning July 13, 1999, being a date prior to the adoption by the Commission of Resolution 99-CDC-133 on July 13, 1999 fixing the time and place for the Hearing at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on July 19, 1999, by publication in the *Chicago Sun-Times* or *Chicago Tribune* on August 18, 1999 and August 25, 1999 and by certified mail to taxpayers within the Area on August 30, 1999; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on July 30, 1999 at 10:00 A.M., concerning the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 99-CDC-170 attached hereto as Exhibit B, adopted on September 14, 1999, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, After the Hearing, certain changes have been made to the Plan (which changes are reflected in the Plan attached hereto as Exhibit A) and, pursuant to Section 5/11-74.4-5(a) of the Act, notice of such changes was given by mail to each affected taxing district within the Area and by publication in the *Chicago Sun-Times* or the *Chicago Tribune* not less than ten (10) days prior to the adoption of this ordinance; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report attached thereto as an exhibit), testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either: (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission; or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years.

SECTION 4. Approval Of The Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

[Exhibit "E" referred to in this ordinance printed
on page 13517 of this Journal.]

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A"

*The South Works Industrial Tax Increment Financing
Redevelopment Project And Plan.*

I. INTRODUCTION

From the early 1900s through the 1970s, the South Works Steel Mill was a major economic engine for Chicago's Southeast side community. In 1972, before United States Steel, now known as USX Corporation, ("USX") began scaling back its operations, the South Works site contained 6 million square feet of plant space, employed 15,000 people, had the capacity of producing 4 million tons of steel, and paid over \$12,000,000 in real estate taxes. The first major contraction for U.S. Steel at the South Works Area occurred in the 1970s, and included the demolition of plant space, reductions in steel production, layoffs, and property tax reductions.

By 1982 the South Works Area contained 5 million square feet, employed 5,000 people, produced 1 million tons of steel, and paid approximately \$6,000,000 in real estate taxes. Further contractions occurred in the 1980s, and by the end of 1992 the plant closed. During its last year of operation, the South Works area contained 3 million square feet, employed 1,000 people, produced 1 million tons of steel, and paid approximately \$3,000,000 in real estate taxes. During the 1990s, USX proceeded to remove all non-essential buildings from the property. Today, two buildings remain totaling no more than 100,000 square feet - the power plant and a small office. USX now employs less than 20 people at the site and pays approximately \$600,000 in annual real estate taxes.

The closing of South Works not only caused a reduction in the site's value and property taxes, but also wreaked havoc on the adjacent community. During South Works' operation, nearby commercial enterprises prospered and supported the livelihood of even more people. Wages from plant jobs and supporting businesses sustained a high standard of living and assured a very well maintained community. Following the closing of South Works, other industrial enterprises reliant on South Works closed, and soon after so did department stores, movie theaters, bakeries and other commercial establishments dependent on the livelihood of employed steel workers.

This document is to serve as a redevelopment plan for the South Works Industrial area, which includes the southern portion of the former United States Steel South Works steel mill site. This area is subsequently referred to in this document as the South Works Industrial Tax Increment Financing Redevelopment Project Area (the "Project Area").

As part of its strategy to encourage managed growth and stimulate private investment within the South Works Industrial Community, the City engaged Trkla, Pettigrew, Allen & Payne, Inc. ("TPAP") to study whether the Project Area of approximately 240 acres qualifies as a "blighted area" or an "industrial park conservation area" under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11/74.4-1 et seq) (1996 State Bar Edition), as amended (the "Act"). This area is generally bounded by 87th Street on the north, Lake Michigan on the east, the Calumet River on the south, and Mackinaw Avenue and Avenue O on the west.

Recognizing the Project Area's continuing potential as a vital industrial area, the City of Chicago is taking a proactive step toward the economic renaissance of the Project Area. The City wishes to complement city-wide efforts to stabilize industrial land uses, such as the Model Industrial Corridors Program, and support industrial and business expansion and to encourage private investment and development activity through the use of Tax Increment Financing.

The Project Area, described in more detail below as well as in the accompanying Eligibility Report, has not been subject to growth and development through investment by private enterprise and is not reasonably expected to be developed without the efforts and leadership of the City.

A. South Works Industrial Tax Increment Financing Redevelopment Project Area

The Project Area contains a total of approximately 240 acres and is located ten (10) miles south and four (4) miles east of downtown Chicago. For a map depicting the boundaries and legal description of the Project Area, see Section II, *Legal Description*.

Without a comprehensive and area-wide effort by the City to promote investment, the Project Area will not likely be subject to sound growth and development through private investment. Additionally, the Project Area would likely continue to be characterized by dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, the depreciation of physical maintenance and an overall lack of community planning.

Although small-scale, piecemeal development might occur in limited portions of the Project Area, the City believes that the Project Area should be revitalized on a coordinated, comprehensive and planned basis to ensure continuity with the planning efforts of the surrounding industrial corridors and neighborhoods. A coordinated and comprehensive redevelopment effort will allow the City and other taxing districts to work cooperatively to prepare for the increased service demands that may arise from the conversion of underutilized land and buildings to more intensive uses. Such a comprehensive redevelopment plan will also encourage job training to assist in putting residents of the surrounding neighborhoods to work in the newly created jobs within the Project Area.

B. Tax Increment Financing

In January 1977, Tax Increment Financing ("TIF") was made possible by the Illinois General Assembly through passage of the Act. The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation, or industrial park conservation areas and to finance eligible "redevelopment project costs" with incremental property tax revenues. "Incremental Property Tax" or "Incremental Property Taxes" are derived from the increase in the current Equalized Assessed Value (the "EAV") of real property within the redevelopment project area over and above the "Certified Initial EAV" of such real property. Any increase in EAV is then multiplied by the current tax rate which results in

Incremental Property Taxes. A decline in current EAV does not result in a negative Incremental Property Tax.

To finance redevelopment project costs, a municipality may issue obligations secured by Incremental Property Taxes to be generated within the project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate tax revenues by increasing tax rates. This financing generates revenues by allowing the municipality to capture, temporarily, the new tax revenues produced by the enhanced valuation of properties resulting from the municipality's redevelopment program, improvements and activities, various redevelopment projects, and the reassessment of properties. Under TIF, all taxing districts continue to receive property taxes levied on the initial valuation of properties within the redevelopment project area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and redevelopment project costs necessary to implement the redevelopment plan have been paid. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

C. The Redevelopment Plan for the South Works Industrial Tax Increment Financing Redevelopment Project Area

As evidenced in *Section VI*, the Project Area as a whole has not been subject to growth and development through private investment. Furthermore, it is not reasonable to expect that the Project Area as a whole will be redeveloped without the use of TIF.

Trkla, Pettigrew, Allen, & Payne Inc. has prepared this Redevelopment Plan (defined below) and the related eligibility report with the understanding that the City would rely on: (i) the findings and conclusions of the Redevelopment Plan and the related eligibility report in proceeding with the designation of the Redevelopment Plan, and (ii) the fact that TPAP has obtained the necessary information so that the Redevelopment Plan and the related eligibility report will comply with the Act.

This South Works Industrial Tax Increment Financing Redevelopment Project and Plan (the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area in order to stimulate private investment in the Project Area. The goal of the City, through implementation of this Redevelopment Plan, is that the entire Project Area be revitalized on a comprehensive and planned basis to ensure that private investment in rehabilitation and new development occurs:

1. On a coordinated rather than piecemeal basis to ensure that land use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards; and
2. On a reasonable, comprehensive and integrated basis to ensure that the factors of blight and conservation are eliminated; and
3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

Redevelopment of the Project Area will constitute a large and complex endeavor, and presents challenges and opportunities commensurate with its scale. The success of this redevelopment effort will depend to a large extent on the cooperation between the private sector and agencies of local government. Adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for redevelopment of the Project Area. By means of public investment, the Project Area will become a stable environment that will again attract private investment. Public investment will set the stage for area-wide redevelopment by the private sector. Through this Redevelopment Plan, the City will serve as the central force for directing the assets and energies of the private sector to ensure a unified and cooperative public-private redevelopment effort.

This Redevelopment Plan sets forth the overall "Redevelopment Project" to be undertaken to accomplish the City's above-stated goal. During implementation of the Redevelopment Project, the City may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements with private entities to construct, rehabilitate, renovate or restore private improvements on one or several parcels (collectively referred to as "Redevelopment Projects").

This Redevelopment Plan specifically describes the Project Area and summarizes blight factors which qualify the Project Area as a "blighted area" as defined in the Act.

Successful implementation of this Redevelopment Plan requires that the City utilize Incremental Property Taxes and other resources in accordance with the Act to stimulate the comprehensive and coordinated development of the Project Area. Only through the utilization of TIF will the Project Area develop on a comprehensive and coordinated basis, thereby eliminating the existing and threatened blight and conservation area conditions which have precluded development of the Project Area by the private sector.

The use of Incremental Property Taxes will permit the City to direct, implement and coordinate public improvements and activities to stimulate private investment within the Project Area. These improvements, activities and investments will benefit the City, its residents, and all taxing districts having jurisdiction over the Project Area. These anticipated benefits include:

- An increased property tax base arising from new industrial development.
- An increase in construction, industrial, and other full-time employment opportunities for existing and future residents of the City.
- The construction of an improved system of roadways, utilities and other infrastructure which better serves existing industries and adequately accommodates desired new development.

II. PROJECT BOUNDARY

The boundaries of the Project Area have been drawn to include only those contiguous parcels of real property and improvements substantially benefited by the proposed Redevelopment Project to be undertaken as part of this Redevelopment Plan. The boundaries of the Project Area are shown in Figure 1, *Project Boundary*, and are generally described below:

The Project Area is generally bounded by 87th Street on the north, the Lake Michigan shoreline on the east, the Calumet River on the south, and Mackinaw Avenue and Avenue O on the west.

The boundaries of the Project Area are legally described in Exhibit I.

III. ELIGIBILITY CONDITIONS

The results summarized in this section are more fully described in a separate report which presents the definition, application and extent of the conservation and blight factors in the Project Area. The report, prepared by R. M. Chin & Associates, Inc. (RMCA) and TPAP and entitled "South Works Industrial Project Area Tax Increment Financing Eligibility Report." is attached as Exhibit III to this Redevelopment Plan.

A. Surveys and Analyses Conducted

The blight factors found to be present in the Project Area are based upon surveys and analyses conducted by TPAP. The surveys and analyses conducted for the Project Area include:

1. Site surveys of the Project Area:
2. Analysis of existing uses and their relationships:
3. Analysis of current parcel configuration:
4. Review of previously prepared plans, studies and data.

B. Summary of Eligibility Conclusions

On the basis of this approach, the Project Area is found to be eligible as a vacant blighted area within the blighted area definition set forth in the Act. Specifically:

1. The sound growth of the taxing districts is impaired by a combination of the following two factors: (a) obsolete platting of the vacant land; and (b) deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
2. The area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites.
3. The area consists of unused railyards, rail tracks, or railroad rights-of-way.

IV. REDEVELOPMENT GOALS AND OBJECTIVES

Comprehensive and coordinated area-wide investment in new public and private improvements and facilities is essential for the successful redevelopment of the Project Area and the elimination of conditions that have impeded redevelopment of the Project Area in the past. Redevelopment of the Project Area will benefit the City through improvements in the physical environment, an increased tax base, and additional employment opportunities.

This section identifies the general goals and objectives adopted by the City for redevelopment of the Project Area. *Section V* presents more specific objectives for development and design within the Project Area and the redevelopment activities the City plans to undertake to achieve the goals and objectives presented in this section.

A. General Goals

Listed below are the general goals adopted by the City for redevelopment of the Project Area. These goals provide overall focus and direction for this Redevelopment Plan.

1. An improved quality of life in the Project Area and the surrounding community.
2. Elimination of the influences and manifestations of physical deterioration and obsolescence within the Project Area.
3. An environment which will contribute more positively to the health, safety and general welfare of the Project Area and the surrounding community.
4. An environment which will preserve or enhance the value of properties within and adjacent to the Project Area.
5. An increased real estate tax base for the City and other taxing districts having jurisdiction over the Project Area.
6. The attraction of new industrial and business development and the creation of new job opportunities within the Project Area.
7. Employ residents within and surrounding the Project Area in jobs located within the Project Area and in adjacent redevelopment project areas.

B. *Redevelopment Objectives*

Listed below are the redevelopment objectives which will guide planning decisions regarding redevelopment within the Project Area.

1. Reduce or eliminate those conditions which qualify the Project Area as a blighted area. These conditions are described in detail in Exhibit III to this Redevelopment Plan.
2. Strengthen the economic well-being of the Project Area by increasing taxable values.
3. Assemble or encourage the assembly of land into parcels of appropriate shape and sufficient size for redevelopment in accordance with this Redevelopment Plan.
4. Create an environment which stimulates private investment in construction of new industrial facilities.
5. Encourage visually attractive buildings, rights-of-way and open spaces and encourage high standards of design, including lake and river edge amenities where appropriate.
6. Provide needed improvements and facilities in proper relationship to the projected demand for such facilities and in accordance with present-day design standards for such facilities.
7. Provide needed incentives to encourage a broad range of improvements and new development.
8. Establish job readiness and job training programs to provide residents surrounding the Project Area with the skills necessary to secure jobs in the Project Area and in adjacent redevelopment project areas.
9. Secure commitments from employers in the Project Area and adjacent redevelopment project areas to interview graduates of the Project Area's job readiness and job training programs.
10. Create new job opportunities for City residents utilizing first source hiring programs and appropriate job training programs.
11. Provide opportunities for women and minority businesses to share in the redevelopment of the Project Area.

V. REDEVELOPMENT PROJECT

This section presents the Redevelopment Project anticipated to be undertaken by the City and by private entities on behalf of the City in furtherance of this Redevelopment Plan. The plan report entitled "From Steeltown to Hometown. A New Era for South Chicago and South Works. A Framework For Development." dated February 1999, and prepared by the Department of Planning and Development of the City, has been reviewed and forms the basis for many of the recommendations presented in this Redevelopment Plan. The Redevelopment Project described in this Redevelopment Plan and pursuant to the Act includes: a) the overall redevelopment concept, b) the land use plan, c) a description of redevelopment improvements and activities, d) estimated redevelopment project costs, e) a description of sources of funds to pay estimated redevelopment project costs, f) a description of obligations that may be issued, and g) identification of the most recent E.A.V. of properties in the Project Area and an estimate of future E.A.V.

A. *Overall Redevelopment Concept*

The Project Area should be redeveloped as a cohesive and distinctive industrial district. It should consist of one or more industrial facilities to serve as an employment center, and a range of public facilities, open spaces and pedestrian amenities. The lake's edge should be improved and enhanced as an open space amenity and pedestrian/bicycle corridor.

The major portion of the Project Area should be redeveloped as a planned industrial district. Within the industrial district, large-scale new development should be undertaken.

The entire Project Area should be marked by improvements in safety and infrastructure, new industrial development, and enhancement of the area's overall image and appearance. Improvement projects should include: new industrial construction, street and infrastructure improvements, landscaping and other appearance enhancements, and the provision of new amenities which companies expect to find in a contemporary industrial park environment.

The Project Area should have good accessibility and should be served by a street system and public transportation facilities that provide safe and convenient access to and circulation within the Project Area.

The Project Area should be characterized by a planned network of open spaces and public amenities which will organize and provide focus to the Project Area.

The Project Area should become one of the City's premier employment centers that will complement and enhance the adjacent community area.

B. Land Use Plan

Figure 2 presents the Land-Use Plan that will be in effect upon adoption of this Redevelopment Plan.

As indicated in Figure 2, the Project Area will be redeveloped as a planned and cohesive industrial and employment district providing sites for a wide range of land uses, including manufacturing, distribution, assembly, warehousing and research and development uses.

The Land Use Plan designates two general land use categories within the Project Area, as described below:

- The *Industrial District* encompasses the major portion of the Project Area and is the predominant land use. The industrial district is suitable for a wide mix of land uses, including manufacturing, assembly, distribution, warehousing, office, and research and development facilities. Within the industrial district, large-scale, planned new industrial development will be promoted on vacant, deteriorated and underutilized properties.
- The *Public Use District* encompasses an approximately 300 foot wide linear system of open space along the lake edge which serves as a link to Chicago's original vision of open space that will extend along the entire Project Area lakefront, providing nearly continuous public open space from 79th Street south to the Calumet River. New park space may include playfields and other recreational facilities, specialty gardens, a lagoon, hockey rinks, wildlife habitats, and continuous pedestrian and bicycle paths.

C. Redevelopment Improvements and Activities

The City proposes to achieve its redevelopment goals and objectives for the Project Area through the use of public financing techniques including, but not limited to, tax increment financing, to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The City also maintains the flexibility to undertake additional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Project Area.

The City may enter into redevelopment agreements with public or private entities for the furtherance of this Redevelopment Plan. Such redevelopment agreements may be for the assemblage of land; the construction, rehabilitation, renovation or restoration of improvements or facilities; the provision of services; or any other lawful purpose. Redevelopment agreements may contain terms and provisions which are more specific than the general principles set forth in this Redevelopment Plan.

1. Property Assembly

Property acquisition and land assembly by the private sector in accordance with this Redevelopment Plan will be encouraged by the City. To meet the goals and objectives of this Redevelopment Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the tax reactivation program and may be for the purpose of: (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary and otherwise required procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Redevelopment Plan.

The Project Area is part of the proposed South Chicago/South Works Redevelopment Plan which is to be designated and adopted by the City in November of 1999. The City has the power to assemble and acquire property pursuant to the designation. Such acquisition and assembly under that authority is consistent with this Redevelopment Plan. Nothing in this Redevelopment Plan (including the preceding paragraph) shall be deemed to limit or adversely affect the authority of the City under the proposed South Chicago/South Works Redevelopment Plan to acquire and assemble property. Accordingly, incremental property taxes from the Redevelopment Project Area may be used to fund the acquisition and assembly of property by the City under the authority of the Redevelopment Plan.

As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and redevelopment. The City may remove and grade soils and prepare sites with soils and materials suitable for new construction.

2. Provision of Public Works or Improvements

The City may provide public improvements and facilities that are necessary to service the Project Area in accordance with this Redevelopment Plan and the comprehensive plan for development of the City as a whole. Public improvements and facilities may include, but are not limited to, the following:

a) Streets and Utilities

A range of individual roadway, utility and related improvement projects, from repair and resurfacing to major construction or reconstruction, may be undertaken.

b) Parks and Open Space

Construction of future parks, river walkways and open spaces may be provided, including the construction of pedestrian walkways, lighting, landscaping and general beautification improvements, for the use of the general public.

3. Rehabilitation of Buildings

The City may provide assistance for rehabilitation of buildings constructed within the Project Area, if such buildings require improvements in the future.

4. Job Training and Related Educational Programs

Separate or combined programs designed to increase the skills of the labor force to meet employers' hiring needs and to take advantage of the employment opportunities within the Project Area may be implemented.

5. Taxing Districts Capital Costs

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

6. Interest Subsidies

Funds may be provided to redevelopers for a portion of interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act; and
- (b) such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with respect to the redevelopment project during that year;
- (c) if there are not sufficient funds available in the special tax allocation fund to make the payment, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

- (d) the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the: (i) total costs paid or incurred by a redeveloper for a redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act.

7. Analysis, Administration, Studies, Surveys, Legal, etc.

The City may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Redevelopment Plan.

D. Redevelopment Project Costs

The various redevelopment expenditures which are eligible for payment or reimbursement under the Act are reviewed below. Some of the costs listed below will become eligible costs under the Act pursuant to an amendment to the Act which will become effective November 1, 1999. Following this review is a list of estimated redevelopment project costs which are deemed to be necessary to implement this Redevelopment Plan (the "Redevelopment Project Costs").

1. Eligible Redevelopment Project Costs

Redevelopment Project Costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- 1) Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services, and the cost of marketing sites within the area to prospective businesses, developers, and investors, provided that no charges for professional services are based on a percentage of the tax increment collected;
- 2) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land, site preparation, and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete asphalt barriers;
- 3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements;
- 4) Costs of the construction of public works or improvements;

- 5) Costs of job training and retraining projects, including welfare to work programs;
- 6) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
- 7) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
- 8) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
- 9) Payment in lieu of taxes as defined in the Act;
- 10) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act (as defined in the Act) and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code (as defined in the Act);
- 11) Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 1. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;

2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 4. the total of such interest payments incurred pursuant to this Act may not exceed 30 percent of the total: (i) costs paid or incurred by the redeveloper for such redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.
- 12) The cost of day care services for children of employees from low-income families working for businesses located within the Redevelopment Project Area and all or a portion of the costs of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the Redevelopment Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the City, county or regional median income, adjusted for family size, as determined from time to time by the United States Department of Housing and Urban Development.
- 13) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

If a special service area has been established pursuant to the Special Service Area Tax Act, [35 ILCS 235/0.01 *et. seq.*] then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the redevelopment project area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

2. Estimated Redevelopment Project Costs

A range of redevelopment activities and improvements will be required to implement this Redevelopment Plan. The activities and improvements and their estimated costs are set forth in Exhibit II of this Redevelopment Plan.

Redevelopment Project Costs described in this Redevelopment Plan are intended to provide an upper estimate of expenditures. Within this upper estimate, adjustments may be made in line items without amending this Redevelopment Plan.

E. Sources of Funds to Pay Redevelopment Project Costs

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the municipality may deem appropriate. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. The City may incur Redevelopment Project Costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes.

The Project Area may, in the future, be contiguous to, or separated only by a public right of way from, other redevelopment project areas. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right of way, and vice versa. The amount of revenue from the Project Area made available to support such contiguous redevelopment project areas, or those separated only by a public right of way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right of way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5-11-74.61-1 et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right of way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Exhibit II of this Redevelopment Plan.

F. Issuance of Obligations

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation the City may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this Project Area is adopted (By December 31, 2023). Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

G. Valuation of the Project Area

1. Most Recent EAV of Properties in the Project Area

The most recent 1998 EAV of all taxable parcels in the Project Area is estimated to be \$3,330,641. This EAV is based on 1998 EAV and is subject to verification by the County Clerk. After verification, the final figure shall be certified by the County Clerk. This certified amount shall become the Certified Initial EAV from which all Incremental Property Taxes in the Project Area will be calculated by the County. Table 1 below summarizes the 1998 EAV of the Project Area by Tax Block.

**Table 1. 1998 EAV by Tax Block
South Works Industrial Redevelopment Project Area
Chicago, Illinois**

BLOCK	1998 EAV
26-05-200	\$ 3,153,814
21-32-213	\$ 176,827
TOTAL	\$ 3,330,641

This figure is based on 1998 Assessed Values and the 1998 Cook County State Equalization Factor and is subject to verification by the Clerk of Cook County. After verification, the figure shall be certified by the County Clerk of Cook County, Illinois. This certified amount shall become the Certified Initial EAV from which all Incremental Property Taxes will be calculated by the County.

2. Anticipated Equalized Assessed Valuation

By the tax year 2022 (collection year 2023) and following the construction of roadway and utility improvements, installation of additional and upgraded lighting, improved signage and landscaping, etc. and substantial completion of potential Redevelopment Projects, the EAV of the Project Area is estimated to total between \$47,200,000 and \$51,900,000. Both estimates are based on several key assumptions, including: 1) redevelopment of the Project Area will occur in a timely manner; 2) 2% annual inflation in EAV is estimated in the district between years 2001-2022; 3) between 2,000,000 and 2,300,000 square feet of industrial space is estimated to be constructed in the Project Area and occupied by 2010; and 4) the 1998 state equalization factor of 2.1799 is used in all years to calculate estimated EAV.

VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

As described in *Section III* of this Redevelopment Plan, the Project Area as a whole is adversely impacted by the presence of numerous blight factors, and these factors are reasonably distributed throughout the Project Area. Blight factors within the Project Area are widespread and represent major impediments to sound growth and development.

The decline of and the lack of private investment in the Project Area are evidenced by the following:

- The entire Project Area has remained vacant since 1992 when the last phases of steel production were shut down and all buildings remaining at that time demolished.
- Although the current owner of the site (USX) has aggressively marketed the entire former steel mill site of close to 573 acres for development, no qualified offers had been received in response to its marketing program.
- In 1972, when the USX facility was operating, USX employed 15,000 people, had a capacity to produce 4 million tons of steel, and paid approximately \$12,000,000 in property taxes. By 1992, employment dropped to 1,000 people, production declined to 1 million tons and property taxes totaled \$3,000,000. Today, South Works employs less than 20 persons, produces no steel and pays approximately \$600,000 in property taxes.

VII. FINANCIAL IMPACT

Without the adoption of the Redevelopment Plan and TIF, the Project Area is not reasonably expected to be redeveloped by private enterprise. In the absence of City-sponsored redevelopment initiatives, there is a prospect that blight factors will continue to exist and spread, and the Project Area on the whole and adjacent properties will become less attractive for the maintenance and improvement of existing buildings and sites. In the absence of City-sponsored redevelopment initiatives, erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Section I of this Redevelopment Plan describes the comprehensive, area-wide Redevelopment Project proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Project will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various redevelopment improvements and activities as well as Redevelopment Projects set forth in this Redevelopment Plan. Successful implementation of this Redevelopment Plan is expected to result in new private investment in rehabilitation of buildings and new construction on a scale sufficient to eliminate problem conditions and to return the area to a long-term sound condition.

The Redevelopment Project is expected to have significant short- and long-term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short-term, the City's effective use of TIF can be expected to stabilize existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long-term, after the completion of all redevelopment improvements and activities, Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts will benefit from the enhanced tax base which results from the increase in E.A.V. caused by the Redevelopment Projects.

VIII. DEMAND ON TAXING DISTRICT SERVICES

The following major taxing districts presently levy taxes against properties located within the Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District of Greater Chicago. This district provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

South Cook County Mosquito Abatement District. The district provides mosquito abatement services to the City of Chicago (south of 87th Street) and communities located in southern Cook County.

Chicago Community College District 508. This district is a unit of the State of Illinois' system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

Board of Education of the City of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operations of educational facilities and the provision of educational services for kindergarten through twelfth grade. Not included in the Project Area but within three blocks of the Project Area boundary is Thorp Elementary School. The location of this school is indicated in Figure 3, *TIF Boundary and Surrounding Public Facilities*.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs. Not included in the Project Area but adjacent to the Project Area boundary is the proposed site of a new neighborhood park. This future park is indicated in Figure 3, *TIF Boundary and Surrounding Public Facilities*.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

City of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, etc.

In addition to the major taxing districts summarized above the City of Chicago Library Fund, the Chicago Urban Transportation District, have taxing jurisdiction over part or all of the Project Area. The City of Chicago Library Fund and the Chicago Urban Transportation District (formerly a separate taxing district from the City) no longer extend taxing levies but continue to exist for the purpose of receiving delinquent taxes.

A. Impact of the Redevelopment Project

In 1994, the Act was amended to require an assessment of any financial impact of the Redevelopment Project Area on, or any increased demand for services from, any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand. The replacement of vacant and underutilized properties with industrial development may cause increased demand for services and/or capital improvements to be provided by the Metropolitan Water Reclamation District and the City. The estimated nature of these increased demands for services on these taxing districts are described below.

Metropolitan Water Reclamation District of Greater Chicago. The replacement of vacant and underutilized properties with industrial development may cause increased demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District.

City of Chicago. The replacement of vacant and underutilized properties with industrial and business development may increase the demand for services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, etc.

Park District. The future development of the proposed lakefront park and open space area as illustrated in Figure 3 is anticipated to cause an increase in the demand for park district services and capital improvements.

B. Program to Address Increased Demand for Services or Capital Improvements

The City intends to monitor development in the areas and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

Metropolitan Water Reclamation District of Greater Chicago. As it is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Project Area can be adequately handled by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District, no assistance is proposed for the Metropolitan Water Reclamation District.

City of Chicago. It is expected that any increase in demand for City services and programs associated with the Project Area can be adequately handled by existing City police, fire protection, sanitary collection and recycling services and programs maintained and operated by the City. Therefore, no special program is proposed for the City.

Chicago Park District. It is expected that there will be an increase in demand for park district services and programs associated with the Project Area. The City will support the Chicago Park District in securing funding commitments toward the future development of the proposed lakefront park and open space.

Other Taxing Districts. It is expected that any increase in demand for Cook County, Cook County Forest Preserve District, South Cook County Mosquito Abatement District, Chicago Community College District 508, Board of Education of the City of Chicago, and the Chicago School Finance Authority's services and programs associated with the Project Area can be adequately handled by existing services and programs maintained and operated by these taxing districts. Therefore, at this time, no special programs are proposed for these taxing districts.

The City's program to address increased demand for services or capital improvements provided by some or all of the impacted taxing districts is contingent upon: (i) the Redevelopment Project occurring as anticipated in this Redevelopment Plan, (ii) the Redevelopment Project resulting in demand for services sufficient to warrant the allocation of Redevelopment Project Costs, and (iii) the generation of sufficient Incremental Property Taxes to pay for the Redevelopment Project Costs in Exhibit II. In the event that the Redevelopment Project fails to materialize, or involves a different scale of development than that currently anticipated, the City may revise its program to address increased demand, to the extent permitted by the Act, without amending this Redevelopment Plan.

Exhibit II to this Redevelopment Plan illustrates the preliminary allocation of estimated Redevelopment Project Costs.

IX. CONFORMITY OF THE REDEVELOPMENT PLAN FOR THE PROJECT AREA TO LAND USES APPROVED BY THE PLANNING COMMISSION OF THE CITY

This Redevelopment Plan and the Redevelopment Project described herein include land uses which will be approved by the Chicago Plan Commission prior to the adoption of the Redevelopment Plan.

X. PHASING AND SCHEDULING

A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area.

It is anticipated that City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of Incremental Property Taxes by the City.

The estimated date for completion of Redevelopment Projects is no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area is adopted (by December 31, 2023).

XI. PROVISIONS FOR AMENDING THIS REDEVELOPMENT PLAN

This Redevelopment Plan may be amended pursuant to the Act.

XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PLAN

The City is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

- A) The assurance of equal opportunity in all personnel and employment actions, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
- B) This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
- C) Redevelopers will meet City of Chicago standards for participation of Minority Business Enterprises and Woman Business Enterprises and the City Resident Construction Worker Employment Requirement to the extent required in Redevelopment Agreements.

In order to implement these principles, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the City shall be required to agree to the principles set forth in this section.

[(Sub)Exhibit I referred to in this South Works Industrial Tax Increment Financing Redevelopment Project and Plan constitutes Exhibit "C" to the ordinance and is printed on page 13522 of this Journal.]

[Figure 1 referred to in this South Works Industrial Tax Increment Financing Redevelopment Project and Plan constitutes Exhibit "E" to the ordinance and is printed on page 13517 of this Journal.]

[Figures 2, and 3 referred to in this South Works Industrial Tax Increment Financing Redevelopment Project and Plan printed on pages 13487 through 13488 of this Journal.]

(Sub)Exhibit II and (Sub)Exhibit III referred to in this South Works Industrial Tax Increment Financing Redevelopment Project and Plan reads as follows:

(Sub)Exhibit II.
 (To South Works Industrial Tax Increment Financing
 Redevelopment Project And Plan)

Estimated Redevelopment Project Costs.

<u>ELIGIBLE EXPENSE</u>	<u>ESTIMATED COST</u>
Analysis, Administration Studies, Surveys, Legal, Etc.	\$ 1,250,000
Property Assembly (including Acquisition, Site Prep, Demolition and Environmental Remediation	\$ 36,850,000
Public Works & Improvements ^[1]	
- Streets and Utilities	\$ 7,000,000
- Parks and Open Space	\$ 5,000,000
Rehabilitation of Buildings	\$ 800,000
Job Training, Retraining, and Welfare to Work	\$ 1,500,000
Day Care	\$ 500,000
Developer/Interest Subsidy	<u>\$ 1,000,000</u>
TOTAL REDEVELOPMENT COSTS	\$ 53,900,000 ^[2]

^[1] This category may also include reimbursing capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, the City may pay or reimburse all or a portion of the taxing districts' capital costs resulting from the Redevelopment Project, pursuant to a written agreement by the City accepting and approving such costs.

^[2] Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Project Costs. Total Project Costs are inclusive of redevelopment project costs in contiguous redevelopment project areas, or those separated only by a public right of way, that are permitted under the Act to be paid from incremental property taxes.

Figure 2.
(To South Works Industrial Tax Increment Financing
Redevelopment Project And Plan)

Land-Use Plan.

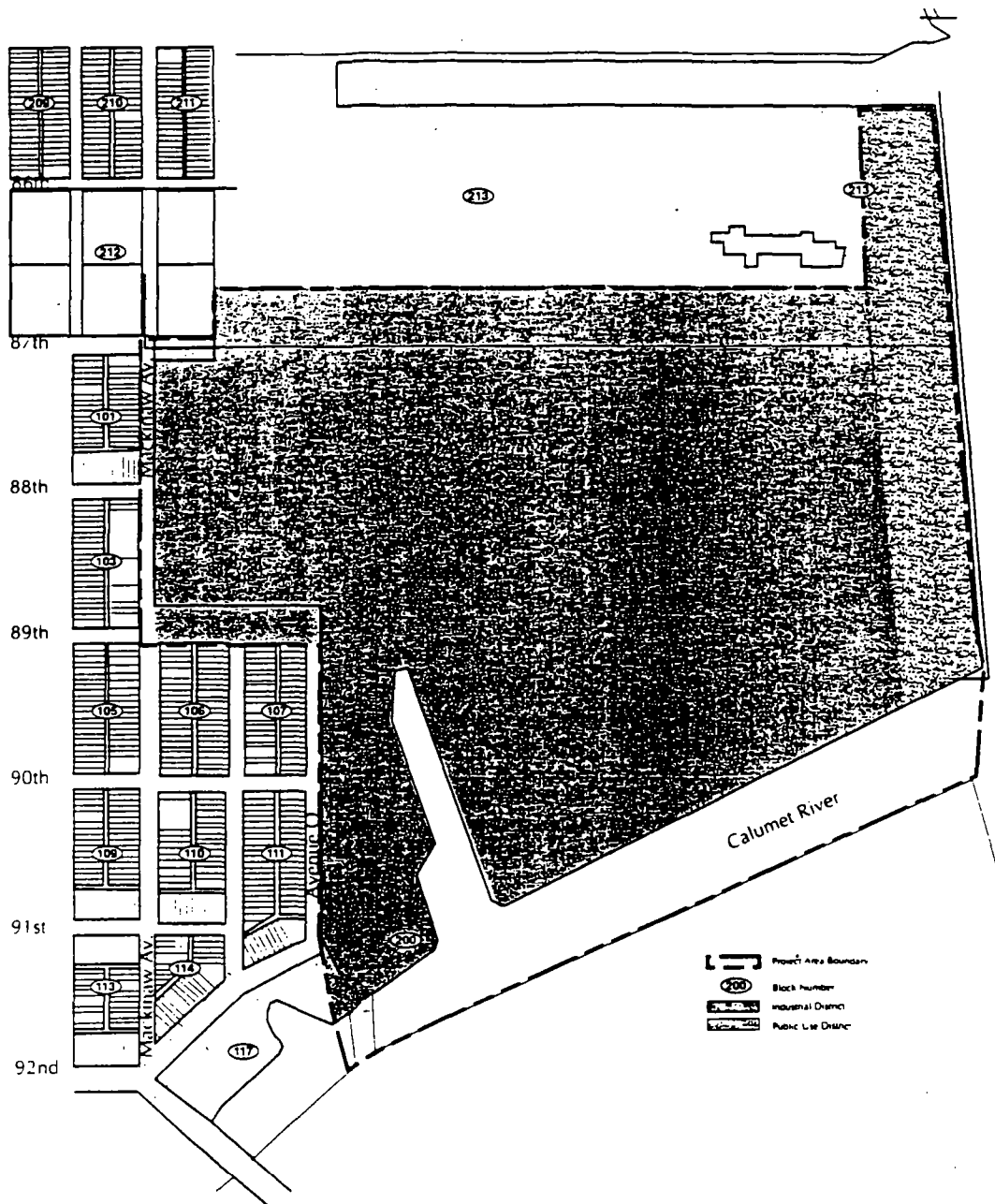


Figure 2
LAND USE PLAN



Figure 3.
(To South Works Industrial Tax Increment Financing
Redevelopment Project And Plan)

T. I. F. Boundary And Surrounding Public Facilities.

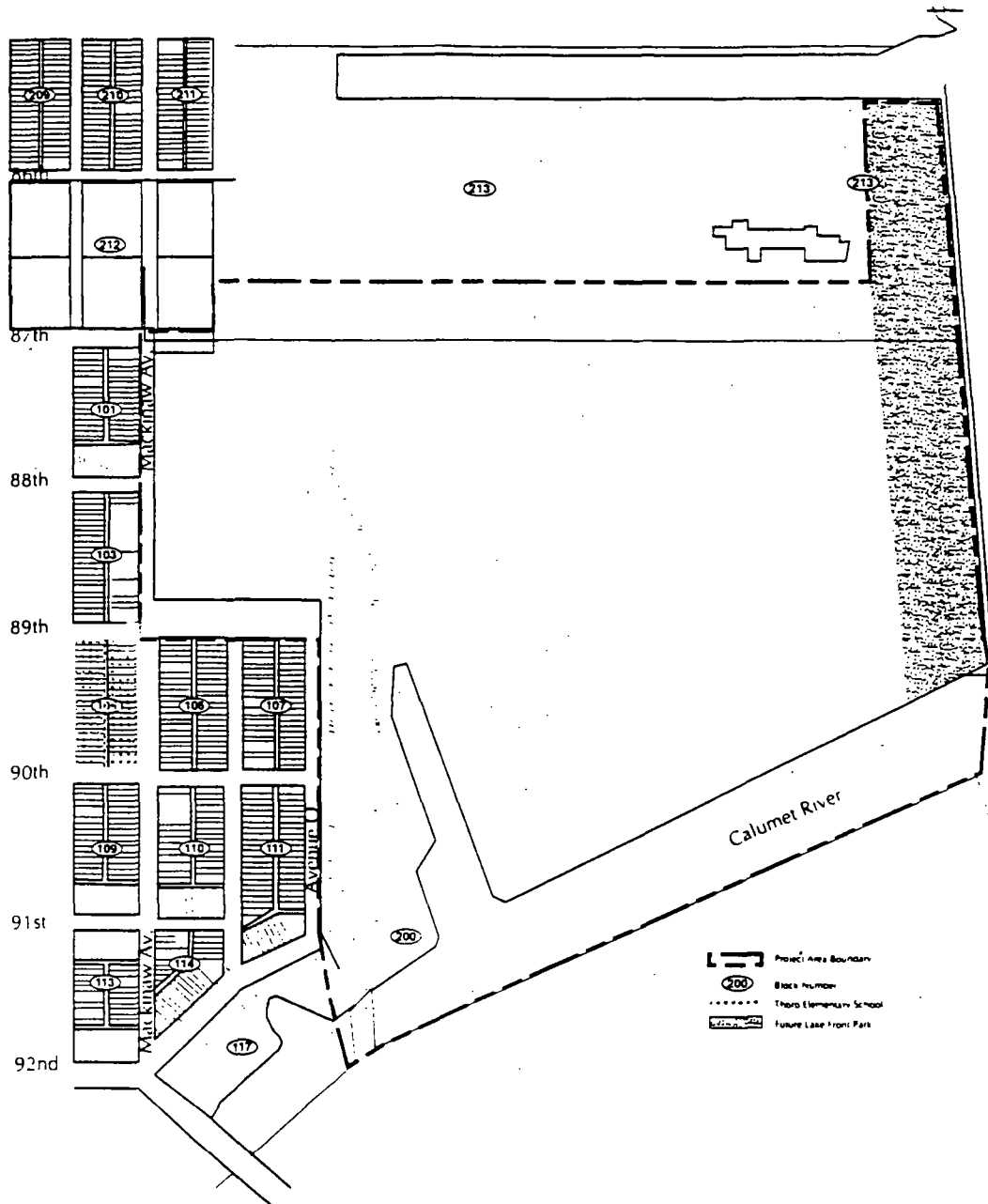


Figure 3
TIF BOUNDARY & SURROUNDING PUBLIC FACILITIES

(Sub)Exhibit III.
(To South Works Industrial Tax Increment Financing
Redevelopment Project And Plan)

*South Works Industrial Redevelopment
Project Area Eligibility Report.*

EXECUTIVE SUMMARY

The purposes of this report entitled *South Works Industrial Redevelopment Project Area Eligibility Report* (the "Eligibility Report") are to: (i) document the blighting factors that are present within the South Works Industrial Redevelopment Project Area (the "Project Area"), and (ii) conclude whether the Project Area qualifies for designation as a "Blighted Area" within the definitions set forth in the Illinois *Tax Increment Allocation Redevelopment Act* 65 ILCS 5/11-74.4. *et. seq.* (State Bar Edition) as amended (the "Act").

The Project Area is approximately 240 acres in size, located approximately 10 miles south and 4 miles east of the Chicago Loop. The Project Area is located in the southern portion of an expansive vacant area, approximately 573 acres in size and formerly occupied by the USX South Works steel mill (the "South Works Area"). Immediately west of the Project Area is a 330-acre portion of a residential community known as the "South Chicago Area". The boundaries of the Project Area are shown in Figure 1. *Project Area Boundary.*

The determination of whether the Project Area qualifies for designation as a "Blighted Area" pursuant to the Act is made by the City of Chicago (the "City") after careful review and consideration of the conclusions contained in this Eligibility Report. The conclusions contained in this Eligibility Report are based on an analysis of physical conditions found to be present within the Project Area. The documentation, analysis and conclusion of physical conditions are based on surveys and analyses conducted by R. M. Chin & Associates, Inc. ("RMCA") and Trkla, Pettigrew, Allen & Payne, Inc. ("TPAP") during August 1998, November 1998 and February 1999.

The basis for adopting the use of tax increment financing ("TIF") and the criteria for determining whether the Project Area qualifies as a Blighted Area are described in Section I. *Basis for Redevelopment.* and summarized briefly below. The summary that follows is limited to a discussion of the eligibility criteria for a blighted vacant area.

As set forth in the Act, a "redevelopment project area" must be not less than 1½ acres, and the municipality must make a finding that there exist conditions which cause the area to be classified as a blighted area. A blighted area may be either improved or vacant. If the area is vacant, it may be found to be eligible as a blighted area based on the finding that the sound growth of the taxing districts is impaired by one of the following criteria:

- A combination of 2 or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
- The area immediately prior to becoming vacant qualified as a blighted improved area.

- The area consists of an unused quarry or unused quarries.
- The area consists of unused railyards, rail tracks or railroad rights-of-way.
- The area, prior to the area's designation, is subject to chronic flooding which adversely impacts on real property which is included in or in proximity to any improvement on real property which has been in existence for at least 5 years and which substantially contributes to such flooding.
- The area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites.
- The area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, and which area meets at least one of the factors itemized in provision (1) of the subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

Although it may be concluded that the mere presence of the minimum number of the stated factors in the Act may be sufficient to make a finding that there exist conditions which cause the area to be classified as a blighted area, the conclusions contained in this Eligibility Report are made on the basis that the blighting factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the blighting factors must be reasonably distributed throughout the Project Area so that basically good areas are not arbitrarily found to be blighted areas simply because of proximity to areas that are found to be blighted areas.

On the basis of this approach, the Project Area is found to be eligible as a *vacant* Blighted Area within the blighted area definition set forth in the Act. Specifically:

1. The sound growth of the taxing districts is impaired by a combination of the following two factors: (i) obsolete platting of the vacant land; and (ii) deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
2. The area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites.
3. The area consists of unused railyards, rail tracks or railroad rights-of-way.

Moreover, the extent and distribution of these factors have impaired the sound growth of the taxing districts. The conclusions of the eligibility analyses indicate that the Project Area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social stability of the City. The combination of factors present indicate that the Project Area as a whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without public action, including designating the Project Area as a Blighted Area pursuant to the Act.

The following sections contain a description of the physical surveys conducted within the Project Area and the conclusions of the eligibility analyses undertaken to assist the City in determining whether the Project Area qualifies for designation as a Blighted Area pursuant to the Act.

I. BASIS FOR REDEVELOPMENT

The Illinois General Assembly made two key findings in adopting the Act:

1. That there exists in many municipalities within the State of Illinois, blighted and conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

These conclusions were made on the basis that the presence of blight or conditions which lead to blight are detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these requirements is that the municipality must demonstrate that a prospective redevelopment project qualifies either as a "blighted area" or as a "conservation area" within the definitions for each set forth in the Act (in Section 11-74.4-3). These definitions are described below.

As set forth in the Act, a "redevelopment project area" means an area designated by the municipality which is not less in the aggregate than 1½ acres, and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted and conservation areas. The Project Area exceeds the minimum acreage requirements of the Act.

A. ELIGIBILITY OF A BLIGHTED AREA

A blighted area may be either be improved or vacant. If the area is *improved* (e.g., with industrial, commercial and residential buildings or improvements), a finding may be made that the area is blighted because of the presence of a combination of five or more of the following fourteen factors:

- Age
- Dilapidation
- Obsolescence
- Deterioration
- Illegal use of individual structures
- Presence of structures below minimum code standards
- Excessive vacancies
- Overcrowding of structures and community facilities
- Lack of ventilation, light, or sanitary facilities
- Inadequate utilities
- Excessive land coverage
- Deleterious land-use or lay-out
- Depreciation of physical maintenance
- Lack of community planning.

If the area is *vacant*, it may be found to be eligible as a blighted area based on the finding that the sound growth of the taxing districts is impaired by one of the following criteria:

- A combination of 2 or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
- The area immediately prior to becoming vacant qualified as a blighted improved area.
- The area consists of an unused quarry or unused quarries.
- The area consists of unused railyards, rail tracks or railroad rights-of-way.
- The area, prior to the area's designation, is subject to chronic flooding which adversely impacts on real property which is included in or in proximity to any improvement on real property which has been in existence for at least 5 years and which substantially contributes to such flooding.
- The area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites.

- The area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, and which area meets at least one of the factors itemized in provision (1) of the subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

B. ELIGIBILITY OF A CONSERVATION AREA

A conservation area is an improved area in which 50 percent or more of the structures in the area have an age of 35 years or more and there is a presence of a combination of three or more of the fourteen factors listed below. Such an area is not yet a blighted area, but because of a combination of three or more of these factors, the area may become a blighted area.

- Dilapidation
- Obsolescence
- Deterioration
- Illegal use of individual structures
- Presence of structures below minimum code standards
- Abandonment
- Excessive vacancies
- Overcrowding of structures and community facilities
- Lack of ventilation, light, or sanitary facilities
- Inadequate utilities
- Excessive land coverage
- Deleterious land-use or lay-out
- Depreciation of physical maintenance
- Lack of community planning.

Although the Act defines a blighted area and a conservation area, it does not define the various factors for each, nor does it describe what constitutes the presence or the extent of presence necessary to make a finding that a factor exists. Therefore, reasonable criteria should be developed to support each local finding that an area qualifies as either a blighted area or as a conservation area. In developing these criteria, the following principles have been applied:

1. The minimum number of factors must be present and the presence of each must be documented;
2. For a factor to be found present, it should be present to a meaningful extent so that a local governing body may reasonably find that the factor is clearly present within the intent of the Act; and

II. ELIGIBILITY ANALYSIS AND CONCLUSIONS

The determination of whether the Project Area qualifies as a Blighted Area pursuant to the Act is made by the City after careful review and consideration of the conclusions contained in the Redevelopment Plan and Eligibility Report. The conclusions contained in this Eligibility Report are based on an analysis of physical conditions found to be present within the Project Area. The analysis and conclusion of physical conditions are based on surveys and analyses of existing conditions and land uses as well as a review of third party documents conducted by RMCA and TPAP during August 1998, November 1998, and February 1999.

It is important to note that the test of eligibility is based on the conditions of the Project Area as a whole: it is not required that eligibility be established for each and every property in the Project Area. Although it may be concluded that the mere presence of a combination of the stated factors may be sufficient to make a finding that the area qualifies as a Blighted Area, the evaluation contained in this Eligibility Report was made on the basis that the required Blighted Vacant Area Factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the distribution of Blighted Vacant Area Factors throughout the Project Area must be reasonable so that basically good areas are not arbitrarily found to qualify simply because of their proximity to areas which do qualify.

A. SURVEYS AND ANALYSES CONDUCTED

RMCA and TPAP conducted a site survey of the Project Area. During the site survey, existing land uses and site and building conditions were recorded. Figure 2, *Existing Land Uses*, illustrates the various existing land uses recorded within the Project Area. The recorded data was then tabulated by the Blighted Vacant Area Factors listed in the Act to determine the locations and extent to which the factors are present in the Project Area. Listed below are the types of surveys and analyses conducted by RMCA and TPAP.

1. Site surveys of the Project Area and neighboring areas adjacent to the Project Area;
2. Analysis of existing uses and their relationships;
3. Analysis of current parcel configuration and building size and layout; and
4. Review of previously prepared plans, transportation policies, studies and data.

B. BLIGHTED VACANT AREA FACTORS

Summarized on the following pages is a description of the Blighted Vacant Area Factors listed in the Act and that are relevant to determining whether the Project Area qualifies as a Blighted Area pursuant to the Act. Following the summary of each factor is a conclusion of the extent to which the factor is present within the Project Area.

Figures 3 - 5 illustrate the location of the Blighted Vacant Area Factors that are contained within the Project Area.

1. Combination of Two or More Factors

The Project Area may qualify for designation as a *vacant* Blighted Area, if the sound growth of the taxing districts is impaired by a combination of two or more of the following factors: (i) obsolete platting of the vacant land; (ii) diversity of ownership of such land; (iii) tax and special assessment delinquencies of such land; (iv) flooding on all or part of such vacant land; or (v) deterioration of structures or site improvements in neighboring areas adjacent to the vacant land. The conclusions pertaining to these conditions and factors are documented below.

(1) Obsolete Platting

The American Institute of Real Estate Appraisers defines obsolescence in the *Dictionary of Real Estate Appraisal* as follows: "One of the causes of depreciation. An impairment of desirability and usefulness caused by new inventions, current changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external [economical]."

Land use and real estate development is driven by the highest and best use of a property at the time it is developed. Development of a property includes defining its use, platting the property, designing the physical and spatial characteristics of the property, and constructing the site improvements and structures. Over time, changes in design, technology, transportation, migration, economic forces, global competition, *etc.* may cause a property to become functionally or economically obsolete. These manifestations of obsolescence then begin to have an overall blighting influence on surrounding properties and detract from the economic vitality of the overall area. Where economic forces cause land uses to become obsolete, property value restoration may be achieved only through re-subdividing the site and converting it to a higher and better use.

The factor of obsolete platting is present to a major extent and impacts the entire Project Area. Factors contributing to this obsolescence include the size and configuration of the Project Area (close to 240 acres extending approximately 3,800 feet in an east-west direction and approximately 2,900 feet in a north-south direction

at a point near the center of the site). The Project Area lacks convenient access to and from the interstate freeway system and major arterial streets, and also lacks interior roads and parcel configurations to accommodate multiple users. The size and configuration of the current parcels were intended for the former single-purpose steel mill land-use. Additionally, the layout and construction of roadways, railways, stormwater drainage, and other site improvements occurred prior to the current platting and subdivision requirements of the City. Consequently, the platting and subdivision of the Project Area is obsolete by present-day standards.

Figure 3 illustrates that the Project Area is impacted by obsolescence.

(2) Diversity of Ownership

The Project Area is owned by one entity, so diversity of ownership does not exist.

(3) Tax or Special Assessment Delinquencies

There are no tax or special assessment delinquencies on the Project Area.

(4) Flooding on Vacant Area

There is no flooding in the Project Area.

(5) Deterioration of Structures or Site Improvements in Neighboring Areas Adjacent to the Vacant Area

Surveys were conducted to determine whether there is a presence of deterioration of structures or site improvements in neighboring areas adjacent to the Project Area. The *South Chicago/South Works Redevelopment Project Area Designation Report*, prepared for the *South Chicago Redevelopment Plan*, documents the presence of deterioration of structures and site improvements in neighboring areas adjacent to the Project Area. RMCA and TPAP conclude that this factor is present in neighboring areas adjacent to the Project Area.

Conclusions

On the basis of the above review of current conditions, the following Blighted Vacant Area Factors are present in the Project Area: (1) obsolete platting, and (2) deterioration of structures or site improvements in neighboring areas. Moreover, the extent and distribution of these factors have impaired the sound growth of the taxing districts. Figure 3, *Obsolete Platting and Deterioration of Buildings and Sites in Adjacent Areas*, illustrates the area impacted by obsolete platting and deterioration of structures or site improvements in neighboring areas.

2. Unused Disposal Site

The Project Area may qualify for designation as a *vacant* Blighted Area, if the sound growth of the taxing districts is impaired by the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites.

The firm of Harza Environmental Services ("Harza") reviewed information and drawings furnished by USX and interviewed current and former USX employees to assemble pertinent information on subsurface conditions and geotechnical characteristics of subsurface materials. The review by Harza indicates that the elevation of the South Works Area ranges from +7 to -16 feet above Chicago City Datum (CCD) at the west side and +16 to -20 feet CCD at the east side. Beneath the ground surface, heterogeneous fill extends to approximately +3 feet CCD at the west side and -20 feet CCD at the east side. The fill ranges from 4 to 40 feet in thickness and consists of slag, cinders, silty sand and gravel, concrete rubble, ore, coal, bricks and metal. Mostly, the fill has low density and is considered to be compressible.

Harza indicates that there are numerous buried shallow and deep foundations spread over the Project Area. It has been reported that the debris of demolished structures and the first one-foot of the foundation below grade were pushed into basements. Additionally, foundations below the first foot below grade have not been removed and remain as fill. The fill thickness is substantially deeper closer to the lake. Finally, the expected behavior of various types of foundations placed within the fill cannot be predicted.

Conclusions

Based on the review of current conditions, the Project Area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction and demolition sites. Moreover, the extent and distribution of this factor has impaired the sound growth of the taxing districts. Appendix A, *Geotechnical Conditions*, contains the geotechnical conditions review contained within the report prepared by Harza. Figure 4, *Unused Disposal Site*, illustrates the area impacted by unused disposal site.

3. Unused Railyards, Rail Tracks or Railroad Rights-Of-Way

The Project Area may qualify for designation as a Blighted Vacant Area, if the sound growth of the taxing districts is impaired by the presence of unused railyards, rail tracks or railroad rights-of-way.

When USX was operating, the Elgin, Joliet and Eastern ("EJ&E") operated the railyards and rail tracks within the railroad rights-of-way located on the South Works Area. Upon closing of the South Works steel mill, EJ&E ceased services to USX at this location. However, EJ&E retained the right to continue to use portions of the South Works Area for its rolling stock. Over time, the EJ&E has removed portions of its track on the South Works Area, particularly within its railyards. Although the size of these railyards remain the same, the number of tracks have been reduced and portions of the railyards are unused.

Conclusions

Based on a review of current conditions, portions of the Project Area consist of unused railyards. Moreover, the extent and distribution of this factor has impaired the sound growth of the taxing districts. Figure 5, *Unused Railyards or Railroad Rights-Of-Way*, illustrates the area impacted by unused railyards.

III. EXTENT AND DISTRIBUTION OF REDEVELOPMENT AREA ELIGIBILITY

A. BLIGHTED VACANT AREA FACTORS

The Project Area meets the minimum size requirement of the Act for designation as a Blighted Vacant Area, and contains a combination of Blighted Vacant Area Factors. The Project Area contains approximately 240 acres, which exceeds the minimum size requirement of 1½ acres for designation as a redevelopment project area. The Project Area exceeds the minimum requirements for designation as a *vacant* Blighted Area. Vacant areas must meet one (1) of the Blighted Vacant Area requirements listed in the Act to qualify as a Blighted Area. The Project Area meets three (3) of the Blighted Vacant Area Factors set forth in the Act. Listed below are the Blighted Vacant Area Factors found to be present within the Project Area and the extent of their presence within the Project Area.

Extent of Presence

	Blighted Vacant Area Factors	Limited	Major	N.A. *
1.	Combination of Two Factors			
a)	<i>Obsolete Platting</i>		X	
b)	<i>Diversity of Ownership</i>			X
c)	<i>Tax or Special Assessment Delinquencies</i>			X
d)	<i>Flooding on Vacant Area</i>			X
e)	<i>Deterioration of Structures or Site Improvements in Neighboring Areas Adjacent to the Vacant Area</i>		X	
2.	Disposal Site		X	
3.	Unused railyards, rail tracks or railroad rights-of-way	X		

- * N.A. means either information not available, or data insufficient to reach a conclusion, or condition does not exist.

[Figure 1 referred to in this South Works Industrial Redevelopment Project Area Eligibility Report constitutes Exhibit "E" to the ordinance and is printed on page 13516 of this Journal.]

[Figures 2, 3, 4 and 5 referred to in this South Works Industrial Redevelopment Project Area Eligibility Report printed on pages 13505 through 13508 of this Journal.]

Appendix "A" referred to in this South Works Industrial Redevelopment Project Area Eligibility Report reads as follows:

Appendix "A".
(To South Works Industrial Redevelopment
Project Area Eligibility Report)

Chicago Department Of Planning And Development
USX Site Redevelopment.

Review Of Geotechnical Conditions.

General.

Since the 1960's several subsurface investigations have been performed at the USX South Works site for various improvements such as additional structures, storage areas, ore stockpile yards and other similar projects. These previous geotechnical investigation reports were provided by United States Steel Corporation (U.S.S.) and are listed in the reference section of this report. The available reports were reviewed to gather pertinent information on subsurface conditions and geotechnical characteristics of subsurface materials. This information is summarized below to assist D.P.D. in developing concepts for redevelopment of the site. A site plan and generalized soil profiles are presented in Figures 1 through 6. In addition, a map of the plant prior to demolition and a schedule of foundations are presented on Drawings USX-9, 10 and 11 attached. The information presented in these drawings was prepared based on review of reference drawings furnished by USX Corp. and on interviews with current and former employees designated by USX Corp. Harza has not performed additional site investigations, and has completely relied on information available in existing reports, drawings and other references furnished to us to develop the information presented herein. Additional investigations, including additional records review, site surveys, and soil borings will be required prior to commencing design and construction of new facilities.

Stratigraphy.

The existing ground surface elevation varies from elevations seven (7) to sixteen (16) feet of C.C.D. (Chicago City Datum) at the west and sixteen (16) to twenty (20) feet at the east side of the site. The subsurface stratigraphy can be summarized as follows:

- Heterogeneous Fill. Beneath the around surface, heterogeneous fill extends to approximately elevation plus three (3) feet at the west and elevation minus twenty (20) at the east side of the site. As shown in Figures 2 through 5, the fill ranges from four (4) to forty (40) feet in thickness and consists of slag, cinders, silty sand and gravel, concrete rubble, ore, coal, bricks and metals. The fill is predominantly slag and ranges in size from silt to course gravel. Generally, the

slag fill is reported to have high standard penetration blow count values. In our judgment, the blow count values are high because of the large sizes of material in slag. Mostly, the fill has low density and is considered to be compressible.

- Sand (SM-SP). A layer of natural fine to medium sand (Lake Deposit) underlies the fill. It ranges in thickness from six (6) to ten (10) feet at the east to over forty (40) feet at the west. The sand is reported to be mostly dense with a horizon of loose material between elevation minus ten (10) and minus thirty (30) in approximately the southern one-third ($\frac{1}{3}$) area of the site.
- Silty Clay, Clayey Silt (CL-ML). A layer of stiff to hard silty clay (Till) with some sand and gravel and inclusion of boulders is mostly present at the site beneath the sand layer. This layer appears to be absent at the northern-end and is about twenty (20) feet thick at the south and east of the site. It appears that, the compressible Chicago Blue Clay is not present at the site. This finding is in conformance with the data presented by Peck and Reed in Bulletin Number 423 (Engineering Properties of Chicago Subsoils, 1954).
- Bedrock. The silty clay till is underlain by the limestone bedrock. The top of the bedrock varies from a high of elevation minus fifteen (15) feet in northeast area to less than elevation minus fifty (50) feet at other area of the site. The bedrock is expected to be weathered within the top horizon.
- Groundwater. The groundwater has been observed in fill at elevations ranging from minus three (3) to plus five (5) feet. It is expected that the groundwater is effected by the fluctuation of water level in Lake Michigan. Changes in groundwater level are also anticipated due to seasonal variations.

Discussion Of Foundation Conditions.

Based on information in the available documents, it is our understanding that the following types of foundations have been typically constructed at the facility:

- Spread footings in the fill or native soil.
- Slabs on grade (in fill).
- Basements.
- Columns on piles.

- Mass foundations.
- Mat foundations.
- Slabs on piles.
- Mass on piles.
- Basements on piles.
- Basement and mat foundations

These different types of foundations were designed and constructed to address specific requirements of the on-going use of the property.

The reports indicate that lightly loaded columns on a spread footing and lightly loaded slabs or basements were mostly supported on the fill. Also, structure with heavily loaded columns on footings were supported on piles or caissons extending to hard pan till or bedrock. Differential settlement could be minimized using appropriate foundation preparation methods. A shallow pier foundation system extending through the fill to the natural soil may also be feasible in the east area of the site.

It is to be noted that the previous subsurface investigation for proposed Ore Unloading Facilities at North Slip reported chemical substances such as sulfite, sulphate, chloride and salt in the subsoil and groundwater. Type II cement was recommended for this project to minimize attack of these chemicals on concrete.

The site is planned to be redeveloped for either residential and/or commercial and industrial use with some open park spaces. There are numerous buried shallow and deep foundations spread over the site. It has been reported that demolition of structures included pushing debris into basements and removing roughly the first (1st) foot of the foundation below grade, while leaving the remaining foundation below. As previously stated and as evident from the generalized subsurface profiles, the subgrade material over the entire site is a blanket of heterogeneous fill that consists of slag, cinder and sand. The fill-thicknesses is less away from the lake and substantially more closer to the lake. The inconsistent nature of the fill material does not allow an overall site-wide evaluation of engineering properties and therefore, the expected behavior of various types of foundations placed within the fill can not be predicted.

The groundwater is expected to be present within fill generally at ten to fifteen (10 to 15) feet below the surface. The groundwater level is anticipated to undergo local and seasonal variations.

Based on a review of the available information, it is our determination that additional subsurface investigation will be required prior to beginning of detailed planning and design of all future projects at the site. The investigations will be focused to obtain information on composition, strength, compressibility and heterogeneity of the fill.

For general consideration, please note that in Chicago area, typically shallow foundations are used for light structures due to presence of compressible soft clay material, and all heavy structures are generally supported by deep foundations extending to the hard pan or bedrock.

References.

List of the subsurface investigation reports reviewed:

1. Phase III Environmental Assessment of the Former South Works Plant for USX Realty Development by Waste Technology, Inc. (1994).
2. Report of Foundation Investigation for Proposed Ore Unloading Facilities North Slip for United States Steel Corporation by Dames and Moore (1979).
3. Soil Investigation Report Number 7850166 for Pavement Collapse Investigation Calumet River Frontage Road for United States Steel Corporation by Walter H. Flood & Co., Inc. (1978).
4. Report of Subsurface Investigation for Proposed Barge and Boat Loading facilities North Vessel Slip North Dock for United States Steel Corporation by Dames and Moore (1970).
5. Report of Foundation Investigation for Proposed 138 kv Transmission Line for United States Steel Corporation by Dames and Moore (1970).
6. Report of Foundation Investigation of Proposed Waste Gas Cleaning Facilities for United States Steel Corporation by Dames and Moore (1969).
7. Report of Foundation Investigation for South Works Rod Mill Project for United States Steel Corporation by Dames and Moore (1970).

8. Report of Foundation Investigation for Proposed Water Pollution Control for United States Steel Corporation by Dames and Moore (1967).
9. Soil Report for Proposed Cold Finishing Building for United States Steel Corporation by Walter H. Flood & Co., Inc. (1966).
10. Soil Report for Proposed Structural Mill Finishing Building Extension for United States Steel Corporation by Walter H. Flood & Co., Inc. (1966).
11. Report of Foundation Investigation of Improvements to Structural Mill-Construction of Bay 12 and Extension to Bay 10 and 11 for United States Steel Corporation by Dames and Moore (1966).
12. Soil Report for Proposed Extension Number 2 Electric Furnace Building for United States Steel Corporation by Soil Testing Services, Inc. (1963).
13. Soil Report for Proposed Ladle Degassing Building for United States Steel Corporation by Soil Testing Services, Inc. (1962).

Limitations.

The services described in this report were performed consistent with generally accepted professional principals and practices and with Harza's agreement with D.P.D.. This report is for the use and information of D.P.D. unless otherwise noted. Reliance on this report by another must be at their risk unless Harza is consulted.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended for D.P.D. within the purposes, locations, time frames, and project parameters indicated. Harza cannot be responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services without our further consultation. Harza can neither vouch for the accuracy of information supplied by others, nor accept consequences for unconsulted use of segregated portions of this report.

Figure 2.
(To South Works Industrial Redevelopment
Project Area Eligibility Report)

Existing Land-Use.

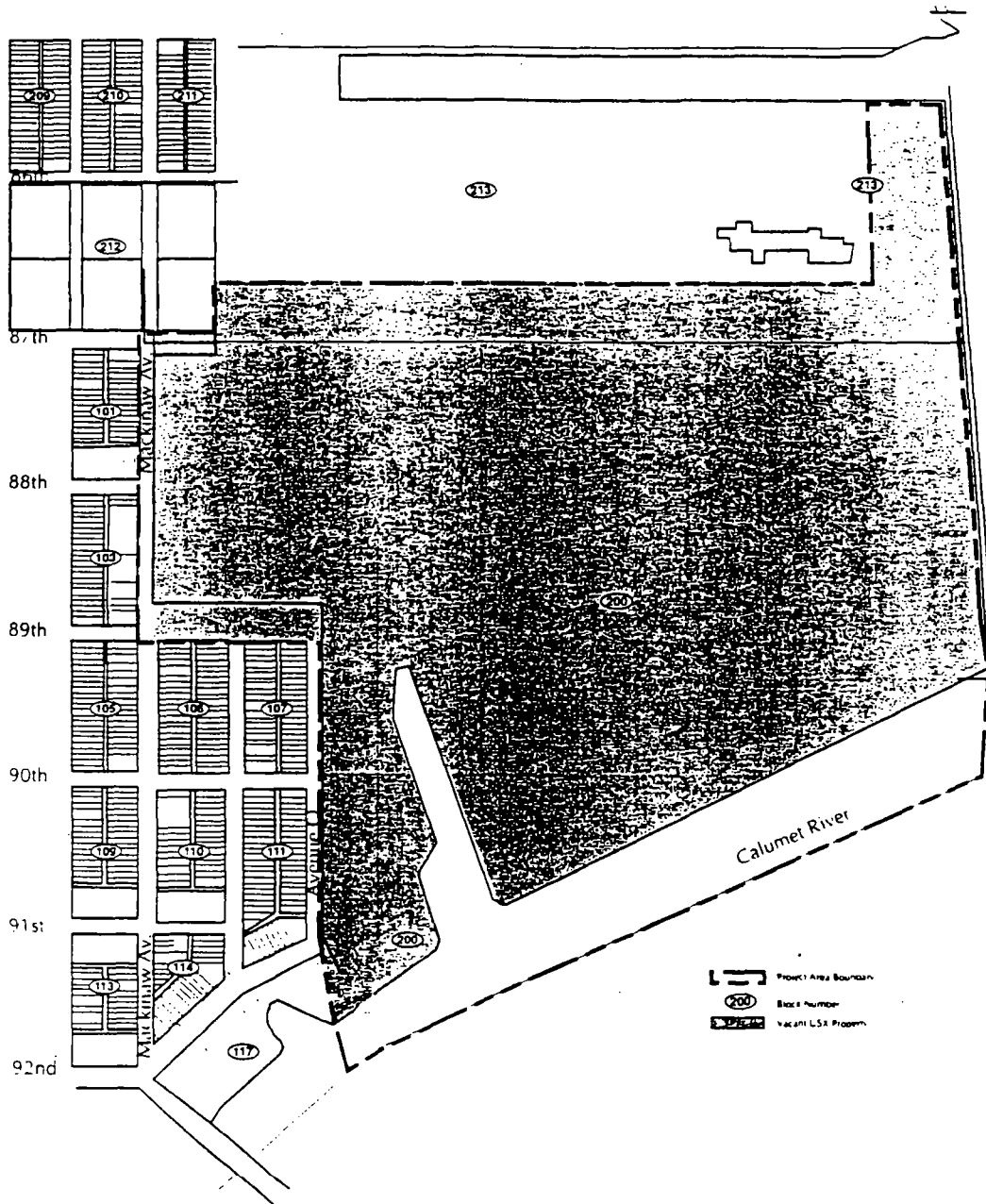


FIGURE 2
EXISTING LAND USE

Figure 3.
(To South Works Industrial Redevelopment
Project Area Eligibility Report)

*Obsolete Platting And Deterioration Of Buildings
And Sites In Adjacent Areas.*

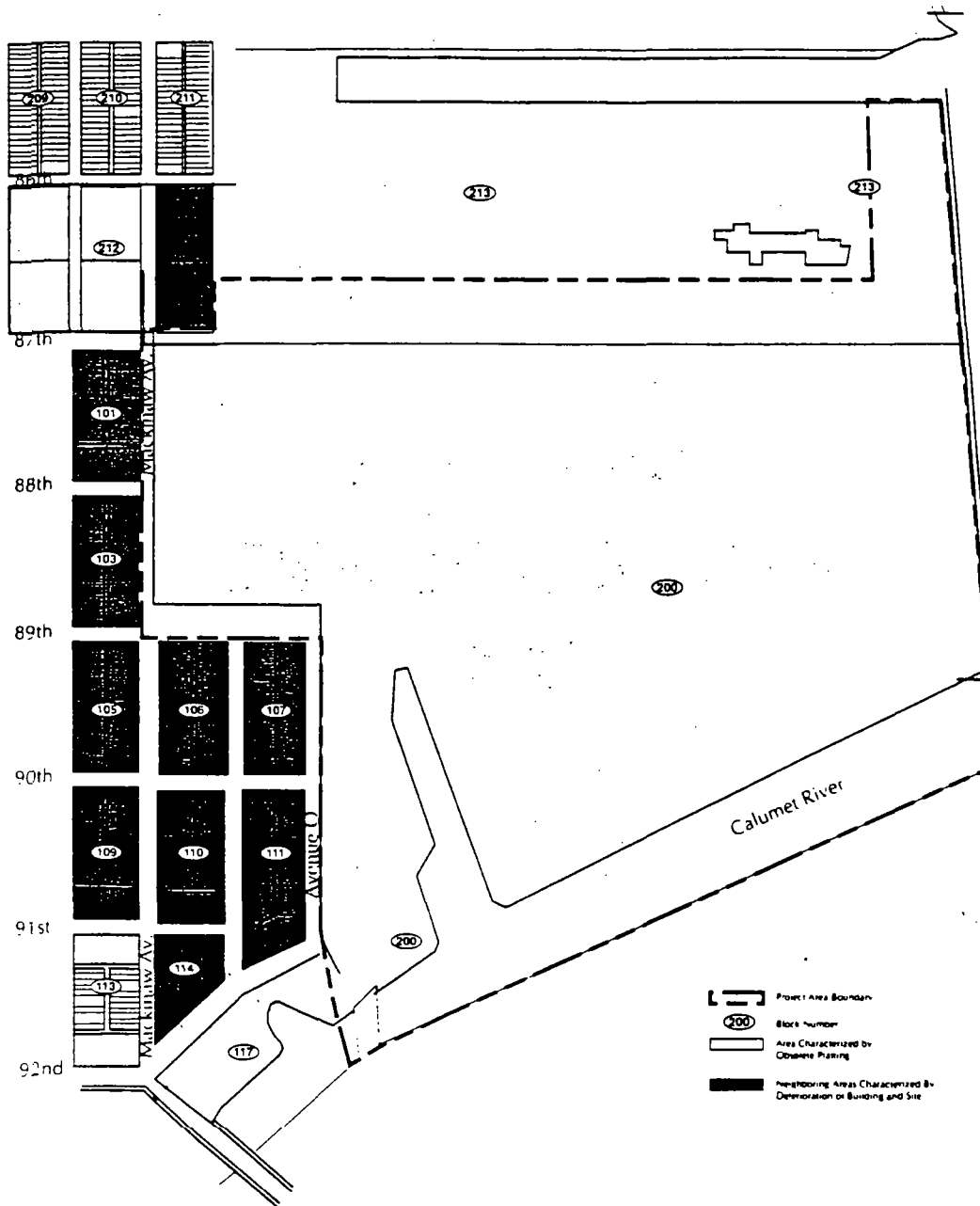


Figure 3
OBsolete PLATTING & DETERIORATION OF BUILDINGS & SITES IN ADJACENT AREAS

Figure 4.
(To South Works Industrial Redevelopment
Project Area Eligibility Report)

Unused Disposal Site.

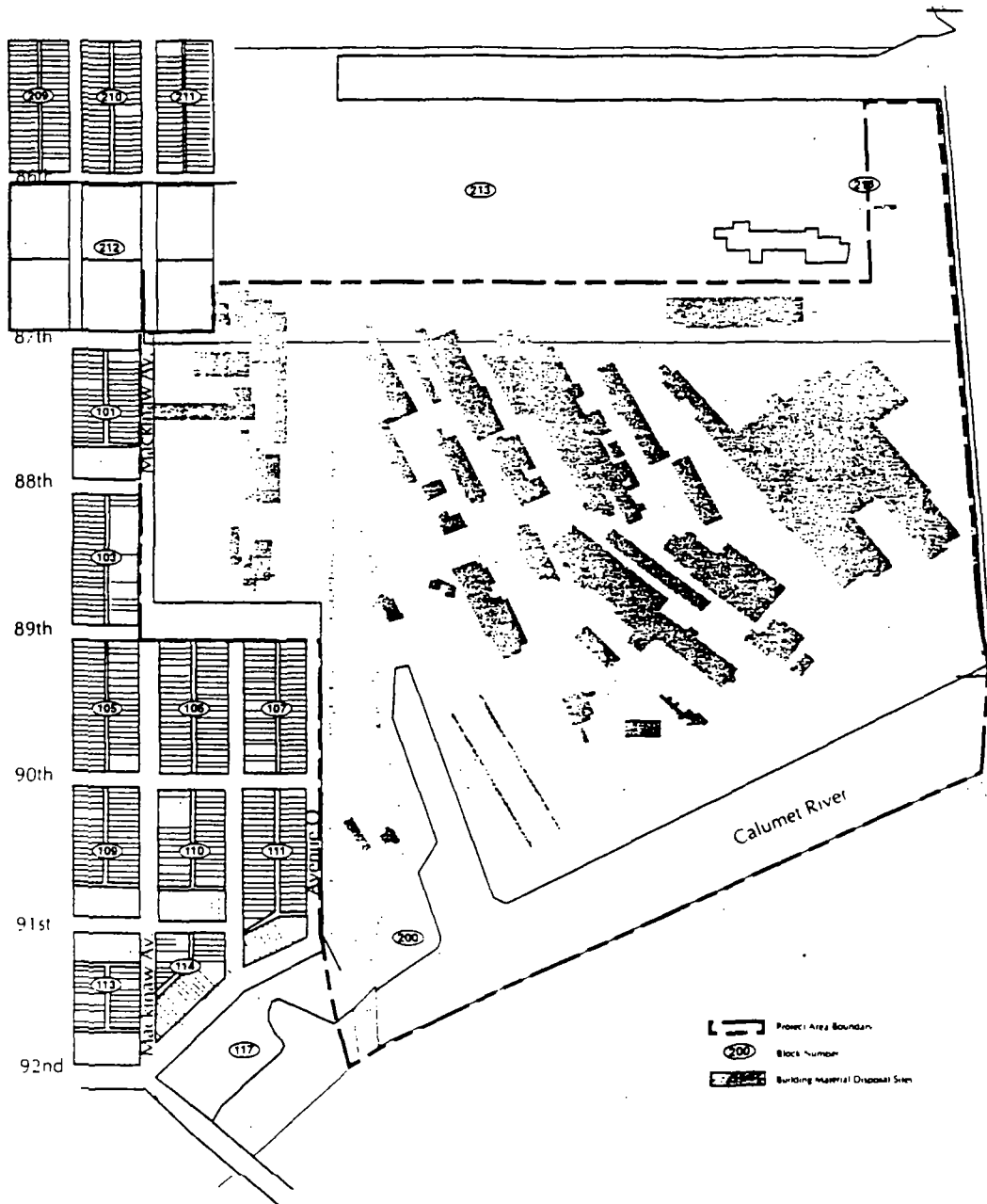


FIGURE 4
UNUSED DISPOSAL SITE



Figure 5.
(To South Works Industrial Redevelopment
Project Area Eligibility Report)

Unused Railyards Or Right-of-Way.

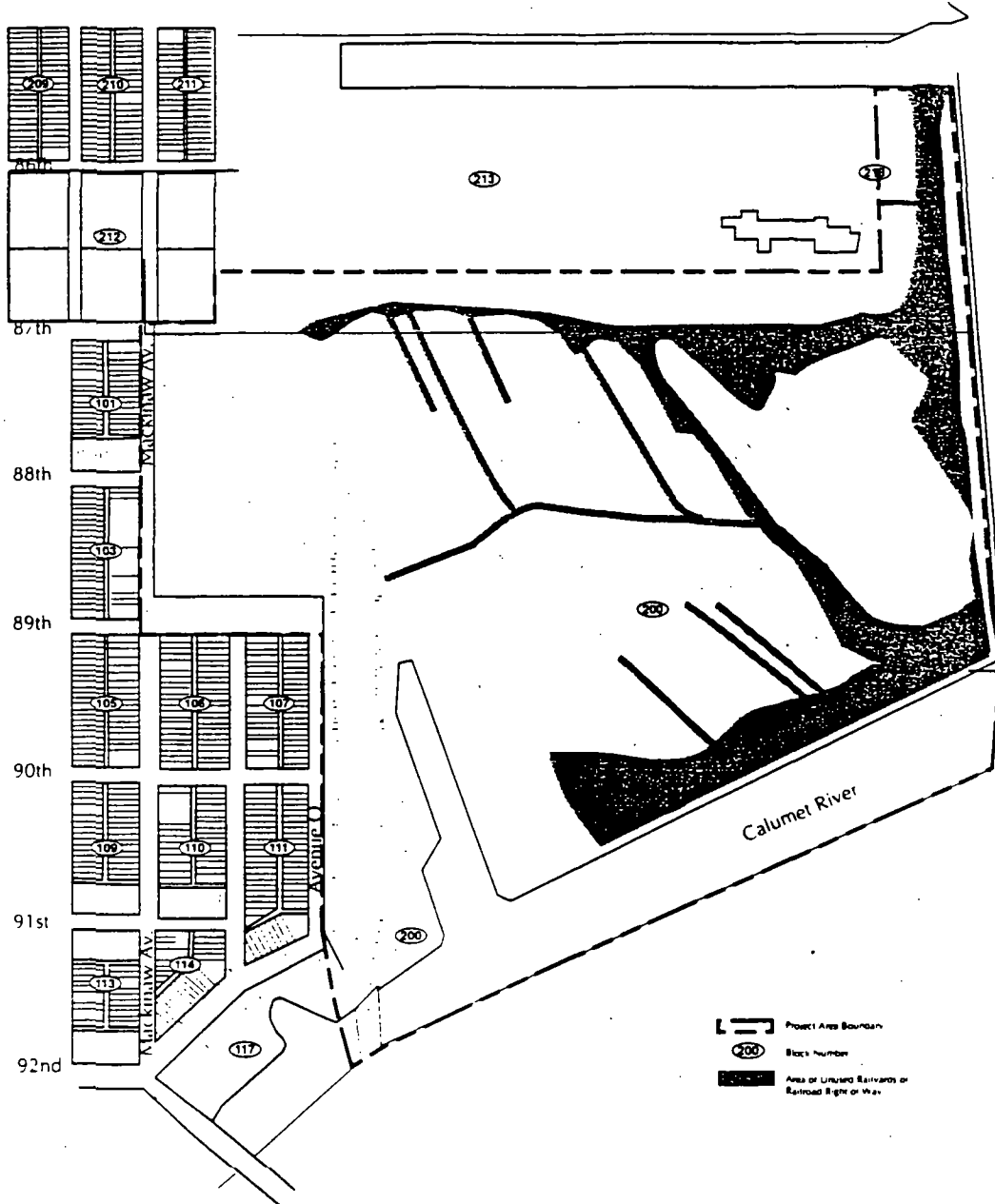


Figure 5
UNUSED RAILYARDS OR RIGHTS-OF-WAY

*Exhibit "B".
(To Ordinance)*

State of Illinois)
)SS.
County of Cook)

Certificate.

I, Raymond Redell, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the 14th day of September, 1999, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 14th day of September, 1999.

(Signed) Raymond Redell
Assistant Secretary

Resolution 99-CDC-170 referred to in this Certificate reads as follows:

Community Development Commission

Resolution 99-CDC-170

*Recommending To
The City Council Of The City Of Chicago*

*For The Proposed
South Works Industrial Tax Increment Financing
Redevelopment Project Area:*

*Approval Of A Redevelopment Plan,
Designation Of A Redevelopment Project Area*

And

Adoption Of Tax Increment Allocation Financing.

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.44(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations and studies of the South Works Industrial area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Project Area"), to determine the eligibility of the Project Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and has previously presented to the Commission for its review the:

South Works Industrial Tax Increment Financing Redevelopment Plan and Project (the "Plan") (which has attached as an exhibit the South Works Industrial Tax Increment Financing Redevelopment Project Area Eligibility Report (the "Report"))

; and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Plan was made available for public inspection and review prior to the adoption by the Commission of Resolution 99-CDC-133 on July 13, 1999 fixing the

time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on August 18, 1999, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on August 25, 1999, both in the Chicago Sun-Times, being a newspaper of general circulation within the taxing districts having property in the Project Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by both certified and regular mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Project Area, on August 30, 1999, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on July 19, 1999, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on July 19, 1999, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on September 14, 1999 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Project Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Project Area; and

Whereas, The Board meeting was convened on July 30, 1999 at 10:00 A.M. (being a date no more than 14 days following the mailing of the notice to all taxing districts on July 19, 1999) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory recommendation regarding the approval of the Plan, designation of the Project Area as a Figure 5.

Whereas, The Commission has reviewed the Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Project Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Project Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole;
or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land es that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Project Area as a K V redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. the Project Area would not reasonably be expected to be developed without the use of incremental revenues pursuant to the Act, and such incremental revenues will be exclusively utilized for the development of the Project Area;

e. the Project Area includes only those contiguous parcels of real property and improvements thereon that will substantially benefit from the proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act; and

f. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Project Area is not less, in the aggregate, than one and one half acres in size; and

(ii) conditions exist in the Project Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area as defined in the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Project Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Project Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are thereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: September 14, 1999.

[(Sub)Exhibit "A" referred to in this Resolution 99-CDC-170
unavailable at time of Printing.]

Exhibit "C".
(To Ordinance)

South Works Industrial T.I.F.

All that part of Section 32 Township 38 North, Range 15 East of the Third Principal Meridian and Section 5. North of the Indian Boundary Line and Section 5, south of the Indian Boundary Line, both in Township 37 North, Range 15 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the south line of East 87th Street with the west line of South Avenue O; thence west along said south line of East 89th Street to the west line South Mackinaw Avenue; thence north along said west line of South Mackinaw Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to a line 41 feet east of and parallel with the west line of the east half of the southwest quarter of Section 32, Township 28 North, Range 15 East of the Third Principal Meridian; thence north along said line 41 feet east of and parallel with the west line of the east half of the southwest quarter of Section 32 to a line 276 feet north of and parallel with the south line of said east half of the southwest quarter of Section 32; thence east along said line 276 feet north of and parallel with the south line of the east half of the southwest quarter of Section 32 to a line 300.00 west of and parallel with the west line of Lake Michigan in the east half of the southeast quarter of said Section 32; thence north along said line 300.00 west of and parallel with the west line of Lake Michigan in the east half of the southeast quarter of said Section 32 to the south line of the "North Slip"; thence east along said south line of the "North Slip" to said west line of Lake Michigan in the east half of the southeast quarter of said Section 32; thence south along said west line of Lake Michigan to the northerly line of the Calumet River; thence southerly along a straight line to the point of intersection of the southerly line of the Calumet River with the west line of Lake Michigan; thence westerly along said southerly line of the Calumet River to the east line of the Elgin, Joliet and Eastern Railroad right of way; thence northwesterly along a straight line to the point of intersection of the northerly line of the Calumet River with the southwesterly line of Lot 3 in Illinois Steel Company's South Works Resubdivision of lots, pieces and parcels of land in Section 32, Township 38 North, Range 15 East of the Third Principal Meridian and in Section 5, north of the Indian Boundary Line in Township 37 North, Range 15 East of the Third Principal Meridian; thence north along said southwesterly line of Lot 3 in Illinois Steel Company's South Works Resubdivision to the southeasterly line of the Chicago & Rock Island Railroad right of way; thence northeasterly along said southeasterly line of the Chicago & Rock Island Railroad right of way to the easterly line thereof, said easterly line of the Chicago & Rock Island Railroad right of way being also the southerly extension of the east line of South Avenue O; thence north along said southerly extension and the east line of South Avenue O to the easterly extension of the south line of East 89th Street; thence

west along said the easterly extension of the south line of East 89th Street to the point of beginning on the west line of said South Avenue O, all in the City of Chicago, Cook County, Illinois.

Exhibit "D".
(To Ordinance)

Street Boundaries Of The Area.

The Area is generally bounded by East 87th Street on the north; Lake Michigan on the east; the Calumet River on the south; and South Mackinaw Avenue and South Avenue O on the west.

DESIGNATION OF SOUTH WORKS INDUSTRIAL
REDEVELOPMENT PROJECT AREA AS TAX
INCREMENT FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

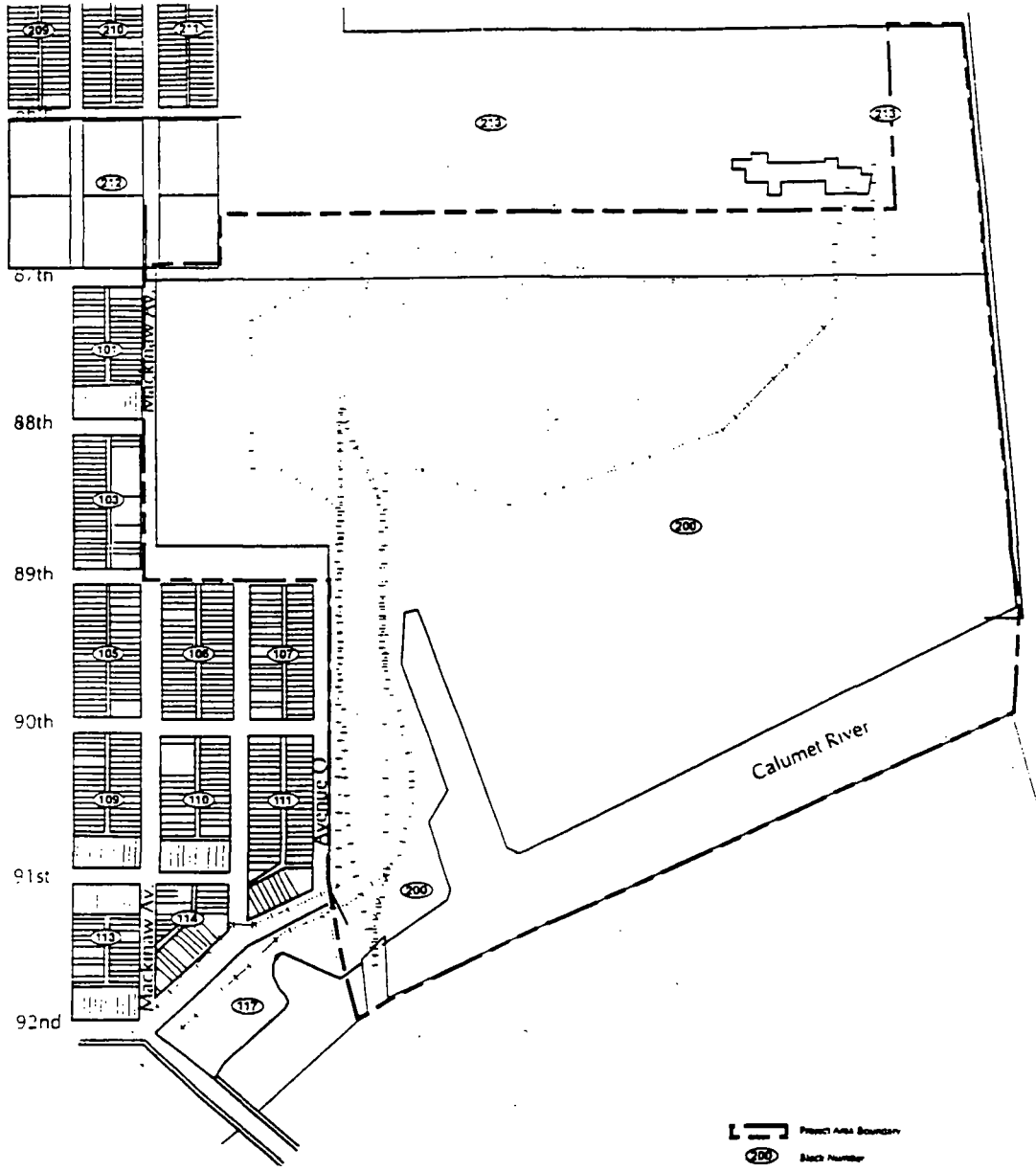
To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the South Works Redevelopment Project Area as a redevelopment project area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 13517)

Exhibit "E".
(To Ordinance)

Project Area Boundary.



PROJECT AREA BOUNDARY

OUTH WORKS INDUSTRIAL

Chicago, IL

(Continued from page 13515)

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1996 State Bar Edition), as amended (the "Act"), for a proposed redevelopment project area to be known as the South Works Industrial Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing

(the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area on September 14, 1999; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act; notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act; and a meeting of the joint review board (the "Board") was convened pursuant to Section 5/11-74.4-5(b) of the Act; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 99-CDC-170, dated September 14, 1999 recommending to the City Council the designation of the Area as a redevelopment project area pursuant to the Act, among other things; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report for the Area attached thereto as an exhibit), testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The South Works Industrial Redevelopment Project Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

- a. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.44(a) of the Act;

b. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area as defined in the Act.

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

[Exhibit "C" referred to in this ordinance printed on page 13522 of this Journal.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description.

South Works Industrial T.I.F.

All that part of Section 32, Township 38 North, Range 15 East of the Third Principal Meridian and Section 5, north of the Indian Boundary Line and Section 5, south of the Indian Boundary Line, both in Township 37 North, Range 15 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the south line of East 89th Street with the west line of South Avenue O; thence west along said south line of East 89th Street to the west line of South Mackinaw Avenue; thence north along said west line of South Mackinaw Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to a line 41 feet east of and parallel with the west line of the east half of the southwest quarter of Section 32, Township 28 North, Range 15 East of the Third Principal Meridian; thence north along said line 41 feet east of and parallel with the west line of the east half of the southwest quarter of Section 32 to a line 276 feet north of and parallel with the south line of said east half of the southwest quarter of Section 32; thence east along said line 276 feet north of and parallel with the south line of the east half of the southwest quarter of Section 32 to a line 300.00 feet west of and parallel with the west line of Lake Michigan in the east half of the southeast quarter of said Section 32; thence north along said line 300.00 feet west of and parallel with the west line of Lake Michigan in east half of the southeast quarter of said Section 32 to the south line of the "North Slip"; thence east along said south line of the "North Slip" to said west line of Lake Michigan in the the east half of the southeast quarter of said Section 32; thence south along said west line of Lake Michigan to the northerly line of the Calumet River; thence southerly along a straight line to the point of intersection of the southerly line of the Calumet River with the west line of Lake Michigan; thence westerly along said southerly line of the Calumet River to the east line of the Elgin, Joliet and Eastern Railroad right-of-way; thence northwesterly along a straight line to the point of intersection of the northerly line of the Calumet River with the southwesterly line of Lot 3 in Illinois Steel Company's South Works Resubdivision of lots, pieces and parcels of land in Section 32, Township 38 North, Range 15 East of the Third Principal Meridian and in Section 5, north of the Indian Boundary Line in Township 37 North, Range 15 East of the Third Principal Meridian; thence north along said southwesterly line of Lot 3 in Illinois Steel Company's South Works Resubdivision to the southeasterly line of the Chicago & Rock Island Railroad right-of-way; thence northeasterly along said southeasterly line of the Chicago & Rock Island Railroad right-of-way to the easterly line thereof, said easterly line of the Chicago & Rock Island Railroad right-of-way being also the southerly extension of the east line of South Avenue O; thence north along said southerly extension and the east line of South Avenue O to the easterly extension of the south line of East 89th Street; thence west along said the easterly extension of the south line of East 89th Street to the point of beginning on the west line of said South Avenue O, all in the City of Chicago, Cook County, Illinois.

Exhibit "B".

Street Boundaries Of The Area.

The area is generally bounded by East 87th Street on the north; Lake Michigan on the east; the Calumet River on the south; and South Mackinaw Avenue and South Avenue O on the west.

ADOPTION OF TAX INCREMENT FINANCING FOR SOUTH
WORKS INDUSTRIAL REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance adopting tax increment financing for the South Works Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

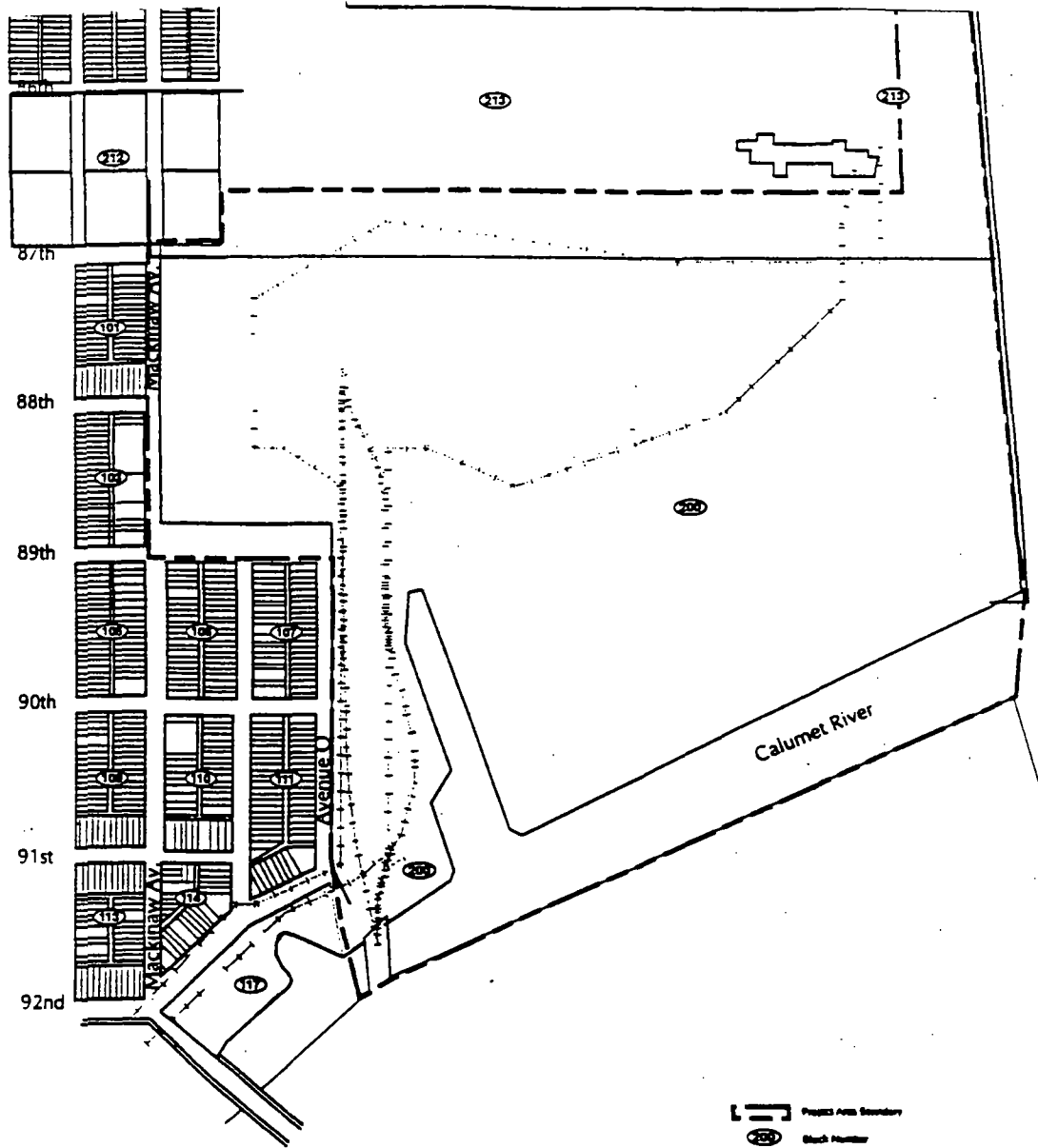
Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 13523)

Exhibit "C".

Project Area Boundary.



PROJECT AREA BOUNDARY

OUTH WORKS INDUSTRIAL

Increment Financing Redevelopment Project

3692

Prepared by: FKL, Pottinger, Allen, & Payne, Inc.

Chicago, IL

(Continued from page 13521)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1996 State Bar Edition), as amended (the "Act"), for a proposed redevelopment project area to be known as the South Works Industrial Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 99-CDC-170, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The South Works Industrial Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of An Ordinance Of The City Of Chicago, Illinois, Designating The South Works Industrial Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation Of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the City Treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "South Works Industrial Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed
on page 13527 of this Journal.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description.

South Works Industrial T.I.F.

All that part of Section 32, Township 38 North, Range 15 East of the Third Principal Meridian and Section 5, north of the Indian Boundary Line and Section 5, south of the Indian Boundary Line, both in Township 37 North, Range 15 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the south line of East 89th Street with the west line of South Avenue O; thence west along said south line of East 89th Street to the west line of South Mackinaw Avenue; thence north along said west line of South Mackinaw Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to a line 41 feet east of and parallel with the west line of the east half of the southwest quarter of Section 32, Township 28 North, Range 15 East of the Third Principal Meridian; thence north along said line 41 feet east of and parallel with the west line of the east half of the southwest quarter of Section 32 to a line 276 feet north of and parallel with the south line of said east half of the southwest quarter of Section 32; thence east along said line 276 feet north of and parallel with the south line of the east half of the southwest quarter of Section 32 to a line 300.00 feet west of and parallel with the west line of Lake Michigan in the east half of the southeast quarter of said Section 32; thence north along said line 300.00 west of and parallel with the

west line of Lake Michigan in the east half of the southeast quarter of said Section 32 to the south line of the "North Slip"; thence east along said south line of the "North Slip" to said west line of Lake Michigan in the east half of the southeast quarter of said Section 32; thence south along said west line of Lake Michigan to the northerly line of the Calumet River; thence southerly along a straight line to the point of intersection of the southerly line of the Calumet River with the west line of Lake Michigan; thence westerly along said southerly line of the Calumet River to the east line of the Elgin, Joliet and Eastern Railroad right-of-way; thence northwesterly along a straight line to the point of intersection of the northerly line of the Calumet River with the southwesterly line of Lot 3 in Illinois Steel Company's South Works Resubdivision of lots, pieces and parcels of land in Section 32, Township 38 North, Range 15 East of the Third Principal Meridian and in Section 5, north of the Indian Boundary Line in Township 37 North, Range 15 East of the Third Principal Meridian; thence north along said southwesterly line of Lot 3 in Illinois Steel Company's South Works Resubdivision to the southeasterly line of the Chicago & Rock Island Railroad right-of-way; thence northeasterly along said southeasterly line of the Chicago & Rock Island Railroad right-of-way to the easterly line thereof, said easterly line of the Chicago & Rock Island Railroad right-of-way being also the southerly extension of the east line of South Avenue O; thence north along said southerly extension and the east line of South Avenue O to the easterly extension of the south line of East 89th Street; thence west along said the easterly extension of the south line of East 89th Street to the point of beginning on the west line of said South Avenue O, all in the City of Chicago, Cook County, Illinois.

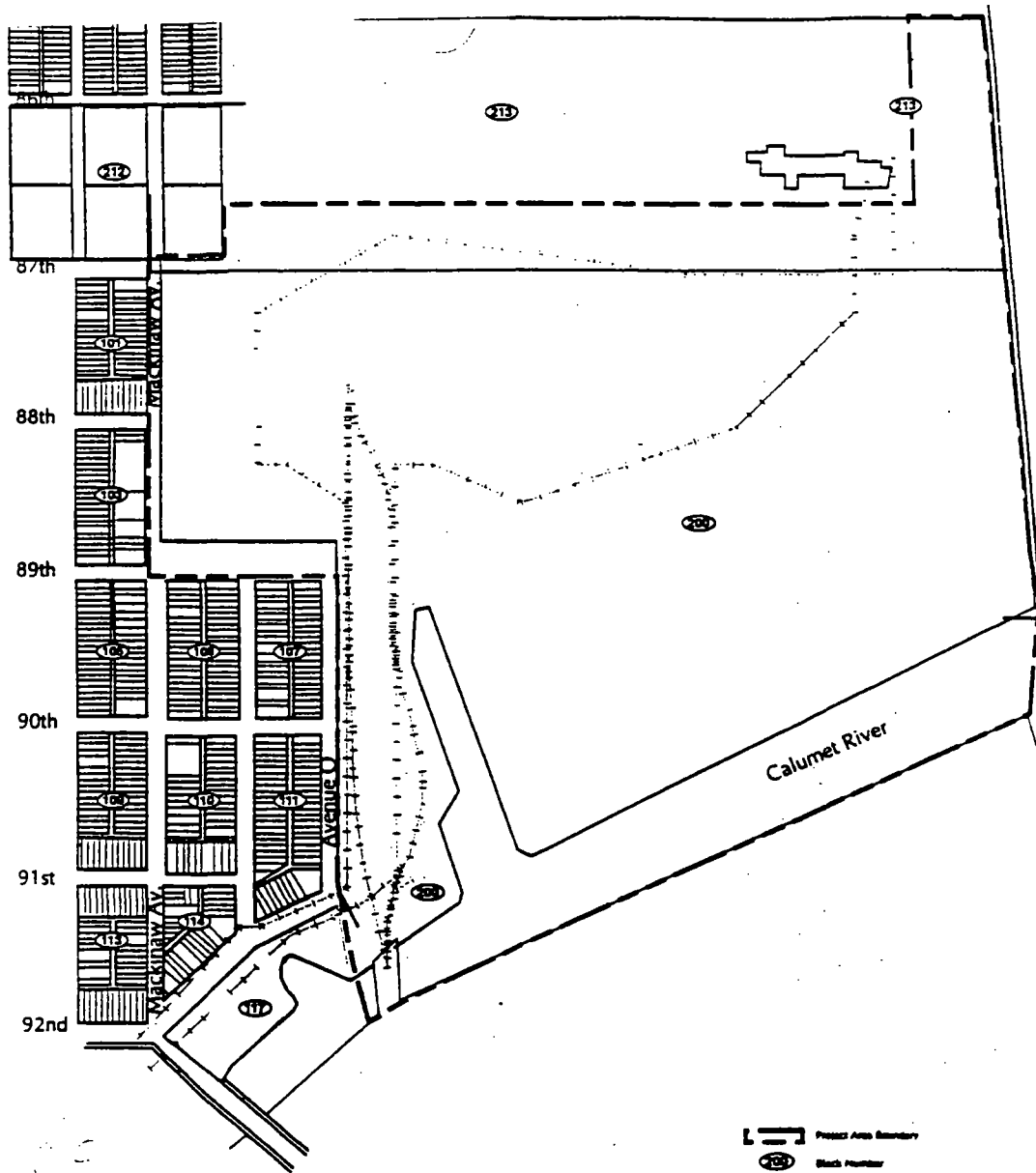
Exhibit "B".

Street Boundaries Of The Area.

The Area is generally bounded by East 87th Street on the north; Lake Michigan on the east; the Calumet River on the south; and South Mackinaw Avenue and South Avenue O on the west.

Exhibit "C".

Project Area Boundary.



PROJECT AREA BOUNDARY

107TH WORKS INDUSTRIAL

Increment Financing Redevelopment Project

3700

Prepared by: Fickel, Pellegrini, Allen, & Payne, Inc.

Chicago, IL



AUTHORIZATION FOR ESTABLISHMENT OF INTERESTED PARTIES
REGISTRIES FOR REDEVELOPMENT PROJECT AREAS CREATED
UNDER TAX INCREMENT ALLOCATION REDEVELOPMENT
ACT AND ADOPTION OF REGISTRATION RULES
PERTAINING THERETO.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the creation of a Tax Increment Financing interested party registry, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and affairs; and

WHEREAS, Pursuant to Section 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act"), the City is required to establish certain "interested parties" registries and adopt registration rules for such registries; and

WHEREAS, The City desires to adopt this ordinance in order to comply with such requirements of the T.I.F. Act; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner of the Department of Planning and Development ("D.P.D."), or his or her designee, is hereby authorized and directed to create an "interested parties" registry in accordance with Section 11-74.4-4.2 of the Act for each redevelopment project area created under the Act, whether now existing or created after the date of the adoption of this ordinance.

SECTION 3. In accordance with Section 11-74.4-4.2 of the Act, the City hereby adopts the registration rules attached hereto as Exhibit A as registration rules for each such "interested parties" registry. The Commissioner of D.P.D., with the consent of the City's Corporation Counsel as to form and legality, shall have the authority to amend such registration rules from time to time as may be necessary or desirable to comply with and carry out the purpose intended by the Act.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

T.I.F. Interested Parties Registry Registration Rules.

A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below.

"Act" shall mean the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time.

"City" shall mean the City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

"D.P.D." shall mean the Department of Planning and Development of the City.

"Department" shall mean any department, division, agency, bureau or administrative subdivision of the City.

"Interested Party(s)" shall mean (a) any organization(s) active within the City, (b) any resident(s) of the City, and (c) any other entity or person otherwise entitled under the Act to register in a specific registry who has registered in such registry and whose registration has not been terminated in accordance with these registration rules.

"Redevelopment Project Area" shall mean a redevelopment project area that (i) is intended to qualify (or that has subsequently qualified) as a "redevelopment project area" under the Act, and (ii) is subject to the "interested parties" registry requirements of the Act.

"Registration Form" shall mean the form appended to these registration rules, or such revised form as may be approved by the Department consistent with the requirements of the Act.

"Registry" or "Registries" shall mean each interested parties registry, and all such registries, collectively, established by the City pursuant to Section 11-74.4-4.2 of the Act for a Redevelopment Project Area.

B. Establishment Of Registry. The City shall establish a separate interested parties Registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these rules or hereafter established.

C. Maintenance Of Registry. The Registries shall be maintained by the Commissioner of D.P.D., which has a principal business office located at 121 North LaSalle Street, Room 1000, Chicago, Illinois, or his or her designee. In the event the City determines that a Department other than D.P.D. should maintain the Registries, the City may transfer the responsibility for maintaining the Registries to such other Department, provided that the City (i) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer, and (ii) publishes notice of such transfer at least twice, the first (1st) publication to be not more than thirty (30) nor less than ten (10) days prior to such transfer, in a newspaper of general circulation in the City.

D. Registration By Residents. An individual seeking to register as an interested person with respect to a Redevelopment Project Area must complete and submit a Registration Form to D.P.D.. Such individual must also submit a copy of a current driver's license, lease, utility bill, financial statement or such other evidence as may be acceptable to D.P.D. to establish the individual's current City residency.

E. Registration By Organizations. An organization seeking to register as an interested person with respect to a Redevelopment Project Area must complete and submit a Registration Form to D.P.D.. Such organization must also submit a copy of a one (1) page statement describing the organization's current operations in the City.

F. Determination Of Eligibility. All individuals and organizations whose Registration Form and supporting documentation complies with these registration rules shall be registered in the applicable Registry within ten (10) business days of D.P.D.'s receipt of all such documents. D.P.D. shall provide written notice to the registrant confirming such registration. Upon registration, Interested Parties shall be entitled to receive all notices and documents required to be delivered under these rules or as otherwise required under the Act with respect to the applicable Redevelopment Project Area. If D.P.D. determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these registration rules, D.P.D. shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.

G. Renewal And Termination. An interested person's registration shall remain effective for a period of three (3) years. At any time after such three (3) year period, D.P.D. may provide written notice by regular mail to the interested person stating that such registration shall terminate unless the interested person renews such

registration within thirty (30) days of D.P.D.'s mailing of written notice. To renew such registration, the interested person shall, within such thirty (30) day period, complete and submit the same Registration Form and supporting documentation then required of initial registrants in order to permit D.P.D. to confirm such person's residency or such organization's operations in the City. The registration of all individuals and organizations whose registration form and supporting documentation is submitted in a timely manner and complies with these regulation rules shall be renewed for an additional, consecutive three (3) year period. If D.P.D. determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these registration rules, D.P.D. shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of D.P.D.'s notice. If all defects are not corrected within thirty (30) days or the Interested Person's receipt of D.P.D.'s notice, the interested person's registration shall be terminated. Any interested person whose registration is terminated shall be entitled to register again as if a first-time registrant.

H. Amendment To Registration. An Interested Party may amend its registration by giving written notice to D.P.D. by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, D.P.D. shall revise the applicable Registry accordingly.

I. Registries Available For Public Inspection. Each Registry shall be available for public inspection during normal City business hours. The Registry shall include the name, address and telephone number of each interested person and, for organizations, the name and phone number of a designated contact person.

J. Notices To Be Sent To Interested Parties. Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:

- (i) pursuant to §74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan;
- (ii) pursuant to §74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially

change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of the households will exceed ten (10); such notice shall be sent by mail not later than ten (10) days following the City's adoption by ordinance of such changes;

- (iii) pursuant to §74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement households will exceed ten (10); such notice shall be sent by mail not later than ten (10) days following the City's adoption by ordinance of any such amendment;
- (iv) pursuant to §74.4-5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from ten (10) or more inhabited residential units or that contain seventy-five (75) or more inhabited residential units, notice of the availability of the certified audit report described in §74.4-5(d)(9), including how to obtain the certified audit report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report;
- (v) pursuant to §74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of ten (10) or more inhabited residential units or which will contain seventy-five (75) or more inhabited residential units, such notice shall be sent by certified mail not less than fifteen (15) days before the date of such preliminary public meeting.

K. Non-Interference. These registration rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

L. Amendment Of Registration Rules. These Registration Rules may be amended by the Commissioner of D.P.D., subject to and consistent with the requirements of the Act.

[Registration Form referred to in this T.I.F. Interested Parties Registry Registration Rules unavailable at time of printing.]

DESIGNATION OF MENTOR BUILDING L.L.C. AS PROJECT
DEVELOPER AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT FOR RENOVATION,
REHABILITATION AND MIXED-USE CONVERSION
OF BUILDING AT 37 -- 41 SOUTH
STATE STREET.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to execute a redevelopment agreement with Mentor Building L.L.C. for the property located at 37 -- 41 South State Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on February 7, 1997 and published at pages 38260 -- 38400 and 38401 -- 38402 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Central Loop Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 7, 1997 and published at pages 38400, 38403 -- 38412 and 38413 -- 38414 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on February 7, 1997 and published at pages 38412, 38415 -- 38423 and 38424 -- 38425 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Mentor Building, L.L.C., an Illinois limited liability company, (the "Company") has acquired a seventeen (17) story building (the "Building") located within the Area at 37 -- 41 South State Street and shall complete renovation, rehabilitation and conversion of the Building to, primarily residential use, including retail use on floors one (1) and two (2), office and/or residential use on floors three (3) through six (6) and residential (and the conduct of the tenant's business) on floors seven (7) through seventeen (17), with renovation and repair of the exterior of the Building, which will include a facade renovation program, to clean, renovate and repair the Building close to its original condition (the "Project"); and

WHEREAS, The Company has proposed to undertake the redevelopment of the Building in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, including but not limited to the renovation, rehabilitation and conversion of the Building into a mixed-use Building, to be financed in part by a portion of the proceeds of the Tax Increment Allocation Bonds (Central Loop Redevelopment Project) Series 1997 (specifically the taxable series thereof) or incremental taxes deposited in the 1997 Central Loop Redevelopment Project Area Special Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 99-CDC-115 adopted by the Community Development Commission of the City of Chicago (the "Commission") on June 22, 1999, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a redevelopment agreement with the Company for the Project and to request alternative proposals for redevelopment of the Building or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Building and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Building within fourteen (14) days after such publication, pursuant to Resolution 99-CDC-115, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement") and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not effect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

Central Loop Redevelopment Agreement

By And Between

The City Of Chicago

And

Mentor Building, L.L.C.

This Central Loop Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 1999, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Mentor Building, L.L.C., an Illinois limited liability company (the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances : On June 20, 1984: (1) An Ordinance approving a certain redevelopment plan and project (the "North Loop Plan") for the North Loop Tax Increment Redevelopment Project Area (the "North Loop Area"); (2) An Ordinance designating the North Loop Area as a redevelopment project area; and (3) An Ordinance adopting tax increment allocation financing as a means for financing certain North Loop Area redevelopment project costs (the "Original TIF Adoption Ordinance") (collectively referred to herein as the "Original TIF Ordinances"). On February 7, 1997, the North Loop Area was expanded by adoption of the following ordinances: (4) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Central Loop Redevelopment Project Area"; (5) "An Ordinance of the City of Chicago, Illinois Designating the Central Loop Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (6) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Central Loop Redevelopment Project Area" (the "TIF Adoption Ordinance"), (all ordinances listed in clauses (1) - (6) above are collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer has purchased (the "Acquisition") certain property located within the Redevelopment Area at 37-41 South State Street, Chicago, Illinois 60603 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete rehabilitation and renovation of the existing office building ("Building") located thereon (the "Facility") into retail, office and residential space, including approximately 40 to 50 (one, two and three bedroom) condominium units, to allow for retail use on the first and second floors, office and/or residential use on floors three through six, and residential use on floors seven through seventeen. A fitness center will be constructed in the basement for use by condominium

owners. Restoration of the Building will include a facade renovation program consisting of the repair and stabilization of the cornice, the replacement and/or repair of missing column capitals, terra cotta and other activities to clean and repair the Building close to its original condition as set forth on Exhibit L. The Acquisition, rehabilitation and renovation of the Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Central Loop Redevelopment Project Area Tax Increment Financing Redevelopment Project and Plan (the "Redevelopment Plan") attached hereto as Exhibit D, as amended from time to time.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) a portion of the proceeds ("Bond Proceeds") of its Tax Increment Allocation Bonds (Central Loop Redevelopment Project Series 1997) (the "Bonds") issued pursuant to an ordinance adopted by the City Council on July 30, 1997 (specifically the taxable series thereof) (the "Bond Ordinance") or (ii) Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto.

"Completion Date" shall mean the date that the City issues the Certificate hereunder.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, to be entered into between the Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Developer Party" means each of Developer and the Retail L.L.C., if any, each an Illinois limited liability company.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to

public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement between the Developer and the Developer's lender(s), attached hereto as Exhibit E.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods and certified by a manager of Developer.

"General Contractor" shall mean Capitol Construction Group, Inc. or any other general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited

to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74:4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the 1997 Central Loop Project Redevelopment Project Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project absent a default by Developer under such lender's loan, in the amount set forth in Section 4.01 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise.

"MRE/WRE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Net Sales Proceeds" shall mean gross unit sales proceeds less closing costs with the respect to the condominium units sold in the Building by Developer (including, but not limited to, broker commissions, taxes, prorations to purchasers, legal fees, transfer taxes, loan fees, title, survey, escrow and recording charges, and Developer's administrative fees.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Other Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Other Bond Ordinance" shall mean the ordinance of the City authorizing the issuance of Other Bonds.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Plans and Specifications" shall mean final construction documents containing working drawings and specifications for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, including the costs of the Project, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit K. to be delivered by the Developer to DPD pursuant to Section 4.04 of this Agreement.

"Retail Refinance" shall mean the net proceeds ("Net Proceeds") from the financing of the Developer's interest in the retail portion of the Building. ("Net Proceeds" shall mean loan proceeds less customary closing costs, including, but not limited to, broker commissions, taxes, legal fees, transfer taxes, lender fees and charges, prepaid interest, title, survey, escrow and recording charges.)

"Scope Drawings" shall mean preliminary construction documents containing preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and

updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the later of: (a) the date on which the Redevelopment Area is no longer in effect or (b) June 19, 2007; provided, that with respect to the obligation of the Developer set forth in Section 3.01 hereof, the Term of the Agreement shall be extended to the date when all such obligations have been met.

"The 1997 Central Loop Project Redevelopment Project Area Special Tax Allocation Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement.

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than September 1, 1999; and (ii) complete construction and conduct business operations therein the later of March 1, 2007, or the date the Redevelopment Area is no longer in effect.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed material changes to the Scope Drawings or Plans and Specifications and ANY changes related to the requirements set forth on Exhibit L shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Eleven Million Five Hundred Six Thousand One Hundred and Sixty One Dollars (\$11,506,161). The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing, Equity and Net Sales Proceeds described in Section 4.01 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project ("Change Orders") must be submitted by the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to

any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the square footage of the Facility; (b) a change in the use of the Facility to a use other than an office and/or residential building with first and second floor retail tenant, office and/or residential tenants or owners on floors three through six and residential tenants on floors seven through seventeen (live/work in residential units will be permitted on floors seven through seventeen, which shall mean the residential tenant's conduct of a business not otherwise prohibited by this Agreement); (c) a delay in the completion of the Project; or (d) an increase in the budget for the Project in an amount over Two Hundred Fifty Thousand Dollars (\$250,000) each increase, or an aggregate of One Million Dollars (\$1,000,000). Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) must be submitted by the Developer to DPD for DPD's prior written approval. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval to the extent required by this Section. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of Incremental Taxes, the Bond Proceeds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders costing less than Two Hundred Fifty Thousand Dollars (\$250,000) each, to an aggregate amount of One Million Dollars (\$1,000,000), do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders in Developer's quarterly reports and the Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised Completion Date, if necessary (with any delay in Completion Date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder. The inspecting architect approved by lender(s) providing Lender Financing shall be acceptable to the City for purposes of this Section.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the

Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$11,506,161, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity* (subject to Sections [4.03(b)] and 4.06)	\$2,700,000
Lender Financing**	4,485,577
Net Sales Proceeds	1,820,584
Estimated City Funds (subject to Section 4.03)	2,500,000
ESTIMATED TOTAL	\$ 11,506,161

*(Includes Retail Refinance) **(Includes Construction Loan)

The Developer anticipates that the Retail Refinance amount will be approximately \$2,200,000; if such amount is less, then the difference may be made up with Lender Financing.

4.02 Developer Funds. Equity, Net Sales Proceeds, and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds

(a) Uses of City Funds. City Funds may be used to pay directly or reimburse the Developer only for costs of TIF-Funded

Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Section 4.05(b)), contingent upon receipt by the City of the documentation set forth in the Agreement satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 hereof, the City hereby agrees to reserve City Funds from Bond Proceeds or Incremental Taxes in an amount not to exceed the lesser of \$2,500,000 or 21.7% of the cost of the Project (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements in the following manner:

Disbursement

Amount	Milestones
\$625,000	Following Delivery of the retail space (the "Retail Space") pursuant to the Retail Lease dated April 19, 1999 between Mentor Building, L.L.C., as Landlord, and The Children's Place Retail Stores, Inc., d/b/a/ The Children's Place, as Tenant (the "Lease"). Delivery shall mean the later (i) of the "Delivery Date" under the Lease, as certified by the Landlord's architect in accordance with Section 4.1 of the Lease, or (ii) the date of Tenant's acceptance of the Retail Space, as certified in a writing by Tenant ("Tenant's Written Acceptance") in form and substance satisfactory to the City or evidence satisfactory to the City that the Tenant has occupied the Retail Space and Tenant has commenced work on Tenant's improvements.
\$625,000	Following (a) completion of the exterior tuckpointing, cleaning and repairs of the Building and (b) the Substantial Completion, as such term is defined below, of the Required Rehabilitation Work included in

Exhibit L. The term Substantial Completion means completion of most of the Required Rehabilitation Work included in Exhibit L, but only with respect to the new first and second floor facades of the west facade (State Street Side) and the south facade (Monroe Street Side); provided, however, Developer must show by appropriate evidence that any elements of the Required Rehabilitation Work included in Exhibit L not yet completed have been ordered or are in fabrication.

\$625,000

Following construction of 50% of the total square footage of floors three through seventeen in the Facility, provided such units have been certified as ready for habitation as evidenced by an architect's certificate.

\$625,000

Following issuance of a Certificate of Completion, which shall occur after completion of the Required Rehabilitation Work included in Exhibit L and the construction of all the remaining residential square footage on floors three through 17, provided all such residential units are ready for habitation as evidenced by an architect's certificate.

(c) Retainage. No retainage shall be withheld from the first three disbursements of City Funds described in Section 4.03 (b). The final disbursement of City Funds will be withheld until issuance of the Certificate of Completion under Section 7.02.

4.04 Requisition Form. At any time a disbursement is requested by Developer, commencing with the first disbursement request and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement, the Developer shall provide DPD with a Requisition Form, along with the documentation described therein. The Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). Exhibit I hereto sets forth the prior expenditures approved by DPD as of the date hereof as ("Approved Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any other expenditure as a Prior Expenditure. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 3.03 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided however, that such transfers among line items, in an amount not to exceed \$100,000, or \$250,000 in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds.

SECTION 5. CONDITIONS PRECEDENT

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget. The Developer shall have submitted to DPD, and DPD shall have approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

11/3/99

REPORTS OF COMMITTEES

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5.02 Scope Drawings and Plans and Specifications. The Developer shall have submitted to DPD, and DPD shall have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Not less than five (5) days prior to the Closing Date, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof to DPD. Notwithstanding the preceding sentence, the condition set forth in this provision shall be deemed satisfied if Developer has obtained permits for demolition and facade rehabilitation work; provided however, all other necessary permits shall be obtained prior to the commencement of any work covered by such additional permits.

5.04 Financing. The Developer shall have furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 3.03 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer shall have furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 3.03, Lender Financing and Net Sales Proceeds described in Section 4.01) to complete the Project. Prior to the Closing Date, the Developer shall deliver to DPD a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Any liens or retail/commercial leases against the Property in existence at the Closing Date shall be subordinated to encumbrances of the City, set forth in Section 7.02 as those that run with the land, pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer shall furnish the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall contain only those title exceptions listed as Permitted Liens on Exhibit C hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy shall also contain such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive

endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer shall provide to DPD, prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. Not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the Developer's name (and the following trade names of the Developer: NONE) as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. Not less than five (5) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, shall have insured the Property in accordance with Section 12 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 12 hereof evidencing the required coverages shall have been delivered to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel

is unwilling or unable to give some of the opinions set forth in Exhibit T hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Not less than twenty (20) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided Financial Statements to DPD for its most recent three fiscal years, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer shall have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters, evidencing compliance as of the Closing Date with Section 8.09 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (The Developer's MRF/WBE Commitment) and stating the Developer's program for compliance with such Sections for the remainder of the Project.

5.13 Environmental. Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided DPD with copies of a phase I environmental audit completed with respect to the Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a phase II environmental audit with respect to the Property prior to the Closing Date. The City reserves the right to terminate negotiations with respect to this Agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date, the Developer shall provide the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Organizational Documents. The Developer shall provide a copy of its Articles or Certificate of Organization containing the original certification of the Secretary of State of Illinois; the Operating Agreement; certificates of good standing from the Secretary of State of Illinois and all other states in which the Developer is qualified to do business; a secretary's certificate regarding authorization, incumbency and other matters in such

form and substance as the Corporation Counsel may require; and such other documentation as the City may request.

5.15 Litigation. The Developer shall provide to Corporation Counsel and DPD, at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Lease. The Developer shall provide to Corporation Counsel and DPD, at least ten (10) business days prior to the Closing Date, a certified copy of the Lease with respect to the Retail Space and any amendments thereto.

5.17 Conveyance of Retail Space. If due to a requirement of Lender Financing, Developer is required to convey the Retail Space, the following shall be required: Developer shall have recorded a Plat of Subdivision. The Plat of Subdivision shall create (a) one or more lots (the "Retail Lots") comprising the Retail Space, consisting of a fee simple interest in the real property and improvements comprising the Retail Space of the Facility and (b) one or more lots comprising the balance of the Property, consisting of a fee simple interest in real property and improvements comprising the balance of the Facility, all such lots including, without limitation, the portion of the Facility benefited by TIF-Funded Improvements, together with all easements, rights, claims, interests and appurtenances thereto. Further, such Lender Financing shall be subordinated to the encumbrances of the City, set forth in Section 7.02 as those that run with the land, pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

The Developer may convey the Retail Lots to one limited liability company, which has the following criteria: (i) the same members as Developer; (ii) no other manager, if any; (iii) the Retail Lots as its sole asset; (iv) no other business purpose other than the ownership and operation of the Retail Lots (such entity, the "Retail L.L.C."); and (v) which agrees to be jointly and severally bound by the terms and conditions of this Agreement.

The Developer acknowledges and agrees that the above-described structure has been consented to by the City as an accommodation to enable the Developer to obtain private re-financing for the Retail Space. As a condition to such conveyance of the Retail Lots to the Retail L.L.C., the Developer shall provide to the City (a) an agreement, in a form acceptable to the Corporation Counsel, that the Retail L.L.C. accepts Developer's interest in the Retail Space, assumes the obligations and liabilities of Developer under this Agreement, and is jointly and severally obligated to perform the obligations of the Developer hereunder and has joined as signatories hereto to reflect such obligation. As a condition to the conveyance of the Retail Lots, the Developer shall provide the City a legal opinion in a form acceptable to the Corporation Counsel opining as to the Developer's compliance with the Plat Act.

5.18 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder pursuant to a Requisition Form, the Developer shall submit documentation of such expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD of any request of disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications and Exhibit L;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity; (iv) the undisbursed Net Sales Proceeds and (v) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the City or the Escrow agent under the Escrow Agreement or otherwise make available, cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made. All earnings on such deposited funds, if any, shall belong solely to the Developer.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to the requirements set forth in the TIF Ordinances and/or this Agreement.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 General Contractor and Subcontractors. DPD has approved McCluer as the preservation architect, Moshe Calamaro & Associates as structural engineer and Mark I as masonry (sub)contractor for the Project. (a) The Developer shall ensure that (i) any other preservation architect, structural engineer, and masonry (sub)contractor for exterior work has been approved by DPD and (ii) the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications

have been approved by DPD and the Commission on Chicago Landmarks and all requisite permits have been obtained.

(b) Because the Developer has selected the General Contractor for construction of the Project prior to execution of this Agreement, the fee of the General Contractor proposed to be paid out of City Funds shall be limited to 10% of the total amount of the Construction Contract.

6.02 Construction Contract. Prior to the execution hereof, the Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any portion of the Project which includes work in the public way, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. The City shall be named as obligee or co-obligee on such bond.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Employment Requirement), Section 10.03 (MBE/WBE Requirements; General Contractor only), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project or any portion thereof does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate: Continuing Obligations. The Certificate relates only to the rehabilitation and renovation of the Project and the public benefits program which Developer may elect to pursue under Section 8.20, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.01(i), 8.02, 8.06, 8.20 and Exhibit C as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of any applicable bonds issued on a tax exempt basis.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing and in good standing qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization and the Operating Agreement, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, (including subsection (j) below), the Developer has acquired and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the Developer's knowledge, after due inquiry, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities,

results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business (which includes the transfer of any portion of the Property); provided, however, the Developer may convey the Retail Space comprising the Retail Lots as provided for in Section 5.17 and sell residential condominium units in the portion of the Building being used for residential purposes, lease or sell office space in the office portion of the Building and lease the Retail Space, provided that any leases of such Retail Space to a lessee other than The Children's Place shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition or have a material adverse effect on its ability to complete the Project. The covenants set forth in this Section 8.01 (j) shall run with the land and be binding upon any transferee (except purchasers and owners of condominium units in the Building) it being understood and agreed that Developer or Developer Party rather than such other unit purchasers or owners shall be bound by the provisions set forth in subsections (1) through (5) of this Section 8.01 (i).

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

(m) to the best of Developer's knowledge after diligent inquiry, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the membership interests of the Developer;

(n) the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any government agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business;

(o) the execution, delivery and performance of this Agreement by the Developer has not and will not require the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Other Bond Ordinance to the extent it does not conflict with the provisions of this Agreement, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Project or the Redevelopment Area, the proceeds of which are to be used, in whole or in part, to reimburse the City for expenditures made in connection with the TIF-Funded Improvements (the "Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The Developer shall not have any liability to the City with respect to any disclosures made in connection with any such issuance of Other Bonds that are actionable under applicable securities laws unless such disclosures are based on factual information provided by the Developer that is determined to be false or misleading.

8.06 Covenant to Remain in the City: End User Requirements. The Developer hereby covenants and agrees throughout the Term of this Agreement as follows: (a) to neither make nor permit a change in the use of the Facility to a use other than an office and/or residential building with first and second floor retail tenant, office and/or residential tenants or owners on floors three through six, residential tenants on floors seven through seventeen (live/work in residential units will be permitted on floors seven through seventeen, which shall mean the residential tenant's conduct of a business not otherwise prohibited by this Agreement); and (b) the ground level tenant, other than The Children's Place, shall be subject to the prior written approval of the Commissioner of the Department of Planning and Development, which approval shall not be unreasonably withheld.

The City's notice of approval or disapproval shall be provided within 10 business days of Developer's written request. Such request will be deemed approved if the City has not responded to such request within such 10 business days. Developer shall forward such written request by registered or certified mail, return receipt requested to the party designated to receive notices under this Agreement. The Facility and the Property will not be used for any of the purposes set forth on Exhibit M hereto or in any manner prohibited by Exhibit L hereto without the prior written consent of DPD. The covenants set forth in this Section shall run with the land and be binding upon any transferee through the end of the Term of this Agreement.

8.07 Employment Opportunity: Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports, quarterly, detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all employees working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to DPD the Developer's Financial Statements each year throughout the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all

or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer shall have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Public Benefits Program. Developer has elected to grant a historic preservation easement of the exterior of the Building to a qualified historic preservation organization to be approved by the DPD, which historic preservation easement shall meet the Internal Revenue Service guidelines for a qualified easement donation. The preservation easement shall permit such historic preservation organization to maintain the historic features of the Building.

8.20 Valuation. The Developer waives any right to claim the benefit of any special tax treatment with respect to the Facility that is available or that may become available for historic properties and covenants and agrees for Developer and Developer's successors and assigns that such waiver shall be incorporated into any and all documents whereby Developer conveys or intends to convey all or any portion of the Facility, it being understood and agreed that it is the intention of this Agreement that such waiver shall run with the land during the Term of this Agreement and shall be binding upon any party who succeeds to Developer's interest in the Facility.

8.21 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8.21 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the

execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry,

age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any

subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the work set forth on Exhibit H-2 relating to the Project (minus the total amount of architectural engineering costs set forth of Exhibit H-2) they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

11/3/99

REPORTS OF COMMITTEES

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Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Purchasing Agent, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

a. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget shall be expended for contract participation by MBEs or WBEs:

- i. At least 25 percent by MBEs.
- ii. At least 5 percent by WBEs.

b. For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

c. Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to

Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

d. The Developer shall deliver quarterly reports to DPD during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD shall have access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

e. Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

f. Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

g. Prior to the Closing Date or commencement of the Project, whichever occurs first, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Section 10.03. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by DPD. During the Project, the

Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of DPD. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of

its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. coverages shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property Insurance

All Risk Insurance in the amount of the full replacement value of the Property.

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following Project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory bases.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to

the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to

pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(ix) All Risk Property Insurance

All Risk Insurance in the amount of the full replacement value of the Property.

(c) Other Requirements

Upon the Completion Date, the Developer shall provide All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property, including, also, the full replacement value of the exterior (terra cotta, cornice) for the Building. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer shall submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements

in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the Contractor, or subcontractors. All Contractors and subcontractors shall be

subject to the same requirements of Developer unless otherwise specified herein.

If the Developer, Contractor or subcontractor desires additional coverages, the Developer, Contractor and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements provided such modifications, deletions, alterations or changes are reasonable from a business standpoint and consistent with the then applicable prevailing insurance industry standards.

SECTION 13. INDEMNIFICATION

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement, or (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project.

All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any

fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the death of any natural person who owns a material interest in the Developer without replacement by an entity or person acceptable to the City or the dissolution of the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is

not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

(k) the failure of the Retail L.L.C., if any, to meet the criteria of a Retail L.L.C. as set forth in this Agreement.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-three percent (33%) of the Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of

the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City: City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1000
 Chicago, IL 60602
 Attention: Commissioner
 Facsimile: (Omitted for printing purposes)

With Copies To: City of Chicago
 Department of Law
 Finance and Economic Development
 Division
 121 North LaSalle Street, Room 600
 Chicago, IL 60602
 Facsimile: (Omitted for printing purposes)

If to the Developer: Mentor Building, L.L.C.
 c/o Joseph Freed and Associates, Inc.
 1400 S. Wolf Road
 Building 100

Wheeling, Illinois 60091
Attention: David Dewey and
Thomas Fraerman
Facsimile: 847-215-5282

With Copies To:

Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attention: Jeffrey S. Arnold
Facsimile: (Omitted for printing purposes)

If to RETAIL L.L.C.:

[Name of Retail L.L.C.]
c/o Joseph Freed and Associates, Inc.
1400 S. Wolf Road
Building 100
Wheeling, Illinois 60091
Attention: David Dewey and
Thomas Fraerman
Facsimile: (Omitted for printing purposes)

With Copies To:

Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attention: Jeffrey S. Arnold
Facsimile: (Omitted for printing purposes)

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City,

in its sole discretion, may amend, modify or supplement Exhibit I hereto without the consent of any party hereto.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. It is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City. The term "material" for the purpose of this Section 18.02 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer by more than five percent (5%) or materially changes the Facility or character of the Project or any activities undertaken by Developer affecting the Facility, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer 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 Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any of such parties' rights

or of any obligations of any other party hereto as to any future transactions.

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

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

11/3/99

REPORTS OF COMMITTEES

13591

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. During the Term of this Agreement, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, which consent shall be within the City's sole discretion. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.21 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein).

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this Section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity

relying on this Section with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Business Relationships. The Developer acknowledges (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (b) that Developer has read such provision and understands that pursuant to such Section 2-156-030(b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

11/3/99

REPORTS OF COMMITTEES

13593

18.21 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.22 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's actual out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.23 Joint and Several Liability. The obligations of Developer and any Retail L.L.C. under this Agreement are joint and several. All representations, warranties, covenants, indemnifications and other obligations of the Developer under this Agreement shall be deemed to have been individually given and made by each Developer Party. A default by any Developer Party hereunder shall constitute a default by the Developer and the Retail L.L.C. and shall entitle the City to exercise the remedies provided for herein against the Developer Parties, jointly and severally.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

ATTEST:

MENTOR BUILDING, L.L.C., an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

(SEAL)

[ATTEST:]

RETAIL L.L.C., an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

(SEAL)

CITY OF CHICAGO

By: _____

Department
of Planning and Development

11/3/99

REPORTS OF COMMITTEES

13595

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of The Mentor Building, L.L.C., an Illinois limited liability company (the "Developer"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the members of the Developer, as their free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 1999.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of _____, an Illinois limited liability company (the "Retail L.L.C."), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the members of the Developer, as their free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 1999.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for the
said County, in the State aforesaid, DO HEREBY CERTIFY that
_____, personally known to me to be
the _____ Commissioner of the Department of Planning
and Development of the City of Chicago (the "City"), 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 she signed, sealed, and
delivered said instrument pursuant to the authority given to her
by the City, as her free and voluntary act and as the free and
voluntary act of the City, for the uses and purposes therein set
forth.

GIVEN under my hand and official seal this ___th day of
_____, 1999.

Notary Public

My Commission Expires _____

[(Sub)Exhibits "B", "D", "E", "F" and "I" referred to in this
Redevelopment Agreement with Mentor Building, L.L.C.
unavailable at time of printing.]

(Sub)Exhibits "A", "C", "G", "H-1", "H-2", "J", "K", "L" and "M" referred to in this
Redevelopment Agreement with Mentor Building, L.L.C. read as follows:

(Sub)Exhibit "A".

(To Redevelopment Agreement With Mentor Building L.L.C.)

Legal Description.

Parcel 1:

The south 10 feet of Sublot 3 and the north 10 feet of Sublot 4 in the subdivision of Lots 7 and 10 in Block 2 in fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois (except the west 27 feet of said land falling in the State Street as widened).

Parcel 2:

Sublot 4 (except the north 10 feet thereof) of Lots 7 and 10 in Block 2 in fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (except the west 27 feet of said land falling in State Street as widened).

(Sub)Exhibit "C".

(To Redevelopment Agreement With Mentor Building L.L.C.)

T.I.F. -- Funded Improvements.

Line Item	Cost
Rehabilitation	\$2,500,000

(Sub)Exhibit "G".
(To Redevelopment Agreement With Mentor Building L.L.C.)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date of this Agreement, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: [To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H-1".
(To Redevelopment Agreement With Mentor Building L.L.C.)

Sources And Uses Of Funds.

Sources		Uses	
Initial Equity	\$ 500,000	Acquisition	\$ 1,416,790
Equity -- Retail Refinance	2,250,000	Sitework	319,000
Construction Loan	4,435,577	Masonry -- Facade Repair	1,700,000
Net Sales Proceeds	1,820,583	Metals; Woods and Plastics	480,200
City T.I.F. Assistance	2,500,000	Equipment	128,000
TOTAL SOURCES:	\$11,506,161	Thermal and Moisture Protection	87,000
		Doors, Windows and Hardware	765,000
		Finishes	928,000

Sources	Uses	
	Specialties	\$ 57,200
	Elevators	486,000
	Mechanical Systems	945,440
	Electrical Systems	547,500
	Contingency	682,104
	General Conditions	362,700
	Soft Costs	2,586,371
	TOTAL USES:	\$11,506,161

(Sub)Exhibit "H-2".

(To Redevelopment Agreement With Mentor Building L.L.C.)

M.B.E./W.B.E. Budget.

Sitework	\$ 319,000
Metals; Woods and Plastics	480,200
Equipment	128,000
Thermal and Moisture Protection	87,000
Doors, Windows and Hardware	765,000
Finishes	928,000
Specialties	57,200
Elevators	486,000
Mechanical Systems	945,440

Electrical Systems	\$ 547,500
Architecture/Engineering	300,000
TOTAL M.B.E./W.B.E. BUDGET:	\$5,043,340

(Sub)Exhibit "J".

(To Redevelopment Agreement With Mentor Building L.L.C.)

Opinion Of Developer's Counsel.

[To be retyped on the Developer's Counsel's letterhead]

_____, 199__

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Mentor Building, L.L.C., an Illinois limited liability company, (the "Developer") ["Developer Party"], in connection with the purchase of certain land and the construction of certain facilities thereon located in the Central Loop Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Central Loop Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer ["Developer Party"] and the City of Chicago (the "City"); and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer [Developer Party]) the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer [Developer Party] is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Developer Party's] Articles of Organization or Operating Agreement or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer [Developer Party] is a party or by which the Developer or its properties is bound.

2. Each of the Documents to which the Developer [Developer Party] is a party has been duly executed and delivered by a duly authorized officer of the Developer [Developer Party], and each such Document constitutes the legal, valid and binding obligation of the Developer [Developer Party], enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

3. No judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the [Developer Party] or affecting the Developer [Developer Party] or its property, or seeking to restrain or enjoin the performance by the Developer [Developer Party] of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer [Developer Party] is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer [Developer Party] or its business.

B. The work paid for by the expenditures described in paragraph A has been completed.

C. This paragraph C sets forth and is a true and complete statement of the aggregate amount paid by the City to the Developer to date for costs of T.I.F.-Funded Improvements for the Project:

\$ _____

D. The Developer requests reimbursement for the following Cost of T.I.F.-Funded Improvements:

\$ _____

E. None of the costs referenced in paragraph D above have been previously reimbursed by the City.

F. Attached is the following document: a report for the year ended _____, 2.99 detailing compliance with Section 10.03 of the Agreement.

G. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein.

2. The Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens.

3. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Mentor Building, L.L.C.,
an Illinois limited liability company

By: _____
Name

Title: _____

Subscribed and sworn before me this
__ day of _____, 199__.

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago

Department of Planning and Development

(Sub)Exhibit "L".

(To Redevelopment Agreement With Mentor Building L.L.C.)

Mentor Building
39 South State Street
Description Of Rehabilitation Work.

General:

The Mentor Building is listed on the National Register of Historic Places as part of the Loop Retail Historic District. Constructed in 1906, the Mentor Building is a seventeen-story early "skyscraper" designed by architect Howard Van Doren Shaw. For the purposes of the Agreement, the significant architectural features of the Mentor Building subject to design review shall be all exterior elevations, including the roof line.

All work to the Building shall be completed in accordance with the Agreement and the following approved drawings and materials:

- Exterior Scope of Work (the "Approved Exterior Scope"), dated June 23, 1999, prepared by the Developer, and including additional materials submitted on August 3, 1999, regarding the masonry and the cornice and August 18, 1999, regarding the paint color analysis for the windows; but except as pertaining to material samples, paint colors and finishes, shop drawings, specifications, mock-ups and control samples, as applicable.
- Scope Drawings and Plans, dated August 18, 1999, prepared by De Stefano + Partners, architects, except that the north-facing balconies shall conform to the revised balcony details submitted September 14, 1999.
- Bid set of drawings for the ground-floor storefront and second floor (the "Storefront Bid Set"), dated June 4, 1999, prepared by De Stefano + Partners, architects, except as pertaining to interior tenant improvements, display windows, signs, banners and awnings.

All work to the Building not addressed by the above drawings and materials shall be completed in accordance with the following:

- *The Secretary of the Interior's Standards for Rehabilitation of Historic Buildings* (rev. 1990, and as amended) (the "Standards"). The State and Monroe street elevations and any finished returns on the alley (east) elevation shall be considered "primary elevations" for the purposes of the

Standards.

- Exterior conditions report for the Mentor Building (the "Conditions Report"), dated September 18, 1997, prepared by Central Building & Preservation, L.P.
- Any historical photographs, architectural drawings, and other available archival documentation of the building, investigated and assembled by the Developer as applicable.
- *Vision for Greater State Street: Next Steps* (the "State Street Plan"), adopted by the Chicago Plan Commission in 1998.
- *Chicago Downtown Lighting Master Plan* (the "Lighting Plan"), prepared in 1997.

Prior Approval:

All exterior work and any interior work which impacts the exterior appearance of the Building, including the Required Rehabilitation Work described in this Exhibit, shall be subject to the prior review and approval of the City's Department of Planning and Development, Landmarks Division. If requested, Developer shall submit for review and approval material samples, paint colors and finishes, shop drawings, specifications, mockups, and control samples, as applicable.

Required Rehabilitation Work:

- **Masonry.** The Conditions Report identifies areas of masonry deterioration, missing features, and prior incompatible repairs, including: failures such as cracks at lintels, jambs, sills, corners and floors; missing features such as the three column capitals and second-floor belt course, and portions of the window lintels, sills and jambs; areas of shaling, spalling or parging; loose mortar or open mortar joints; failing backup anchoring systems such as corroded shelf angles and anchors; and prior incompatible repairs such as replacement brick patches and poured-concrete replacement pieces on the upper floors.

All brick and terra-cotta masonry shall be cleaned and repaired as part of the Project. As part of this work, all areas of masonry deterioration, missing features, and prior incompatible repairs shall be addressed as identified in the Approved Exterior Scope.

In addition, this work shall be in accordance with the following general

guidelines: (a) where masonry is missing or beyond repair, replacement masonry shall match the original in accordance with the Standards, including the original material; (b) tuckpointing shall use mortar which matches the original in terms of color, consistency, hardness, and joint profile; and (c) cleaning shall use an appropriate and least-aggressive cleaning method, e.g., low-pressure water or mild chemical cleaning, after conducting test patches.

- Cornice and Parapet. The parapet shall be reconstructed and the cornice stabilized and repaired as recommended by the Approved Exterior Scope. Replacement of the missing terra-cotta overlying pieces of the cornice is not required.
- Base (Floors 1 through 4). The base of the building shall be restored. In general, this work shall repair extant original features, reverse prior inappropriate alterations and repairs, and replace missing features to the greatest extent possible. This work shall include: removal of the existing modern storefront and false-front covering the second story; installation of a new ground-floor storefront, second-floor windows (previously infilled and covered over), and second-floor belt course, based on historic precedent and as proposed in the Storefront Bid Set; and repair and cleaning of terra-cotta masonry, with replacement as necessary. All replacement masonry for the base of the building shall match the original in accordance with the Standards, including the original material, except that the new second-floor belt course may be constructed in an appropriate substitute material such as cast stone or G.F.R.C.
- Windows. Windows shall be repaired or replaced to match the originals in accordance with the Standards, except that new upper-story windows (floors 5 and above) need not be constructed of wood. A paint color analysis of the windows shall be provided to determine the historic color. All windows shall be of clear glass. Any new window openings on secondary elevations shall be subject to prior review and approval.
- *Balconies. Balconies shall be constructed in accordance with the Scope Drawings and Plans. Balconies should not be used as storage areas for bikes, equipment, garbage cans, et cetera.
- *Signs, Awnings And Canopies. All signs, awnings, and canopies shall meet the Standards and the State Street Plan. Traditional retractable-type awnings or similar shall be required for all ground-floor storefronts.
- *Building Lighting. Appropriately-designed accent lighting for the top of the building shall be provided in accordance with the Lighting Plan.

- Ceiling Heights And Interior Demising Walls. On floors five (5) and above, any drops in the original heights of ceilings for mechanical equipment, et cetera, shall be set back from the windows at least eighteen (18) inches and shall not be readily visible from the street. On floors one (1) through four (4), any drops in the original heights of ceilings shall be set back from the windows to the greatest extent possible, but in no instance shall the setback be less than thirty (30) inches for the Monroe Street display windows or thirty-six (36) inches for all other windows. On all floors, new demising walls shall occur only at piers, or also window mullions if unavoidable.
- *Storefront Windows And Window Displays. Storefront windows on both the first (1st) and second (2nd) story of the building shall be used for active window display areas, and in no instance shall these windows be blocked up, blacked out, or covered over. Enclosed or partially-enclosed display areas may be created behind these windows, except that some of the windows must also provide for views into the interior of the building (especially on the State Street elevation). Window displays shall be professionally installed, well designed, visually interesting, and changed regularly, such as set forth in a letter dated September 14, 1999, from the Tenant's representative, Alan Odell of The Children's Place, to Brian Goeken of the City's Department of Planning and Development.
- Roof-top. All new, non-habitable, roof-top appurtenances and mechanical equipment shall be set back as far as possible from the street elevations to minimize potential visibility from the public way. Roof-top decks and any future habitable roof-top additions shall not be visible from any public way.

Covenant: The following covenant shall run with the land.

For the Term of the Agreement, all future exterior work including signs and any interior work which substantially impacts the exterior appearance of the Building shall be subject to the prior review and approval of the City's Department of Planning and Development, Landmarks Division. All such work shall meet the relevant terms and conditions of this Exhibit. In addition, the Developer will ensure by its best efforts that the Facility and Retail Space are operated for the Term of the Agreement consistent with the performance requirements specified in this exhibit and indicated by an asterisk (*) above.

(Sub)Exhibit "M".

(To Development Agreement With Mentor Building L.L.C.)

Prohibited Uses.

1. Funeral Home.
2. Any production, manufacturing or industrial use (as such terms are generally used and understood in commerce) of any kind or nature.
3. Billiard room or pool hall, massage parlor, discotheque, dance hall, banquet hall, pornographic or "adult" bookstore, tattoo parlor.
4. Any use which creates a nuisance or materially increases noise or emission of dust, odor, smoke gases or materially increases fire, explosion or radioactive hazards in the Facility.
5. Flea Markets.
6. Any use involving Hazardous Materials.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH PUBLIC BUILDING COMMISSION OF
CHICAGO FOR RENOVATION OF PAGE BROTHERS
BUILDING AT 177 NORTH STATE STREET.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Mayor to enter into an Intergovernmental Agreement between the City and the Public Building Commission for the redevelopment of the Page Brothers Building, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties (50 ILCS 20/1, et seq.), the City Council of the City of Chicago created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, The City has requested the Commission to undertake on behalf of the City the renovation of the Page Brothers Building located at 177 North State Street, Chicago, Illinois 60601 (the "Property"), and upon its completion, to hire a property manager to operate, maintain, manage and lease space in the Property (collectively, the "Project"), pursuant to the terms of an intergovernmental agreement to be entered into between the City and the Commission; and

WHEREAS, The City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, designated an area within the corporate boundaries of the City as a blighted commercial area known as "Blighted Commercial Area North Loop" (the "Redevelopment Area"), and approved a redevelopment plan for the Redevelopment Area pursuant to an ordinance duly adopted by the City Council on March 28, 1979, and revised by ordinance on October 27, 1982; and

WHEREAS, By ordinance adopted by the City Council on October 22, 1981, as amended by ordinances on October 27, 1981 and September 23, 1987, the City promulgated the North Loop Guidelines for conservation and redevelopment regarding real estate located in the Redevelopment Area, including the Page Brothers Building which has been designated a Chicago landmark by the City Council; and

WHEREAS, By ordinance adopted by the City Council on September 11, 1985, the City established the North Loop Preservation Fund for the purpose of preserving and renovating landmark buildings located within the Redevelopment Area; and

WHEREAS, The City desires to undertake the Project utilizing a portion of the North Loop Preservation Fund; now, therefore,

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

SECTION 1. The above recitations are incorporated herein by this reference.

SECTION 2. The City Council approves the Project as heretofore selected, located and designated by the Board of Commissioners of the Commission.

SECTION 3. The Mayor or his proxy is authorized to execute, subject to the approval of the Budget Director, the Commissioner of Planning and Development (the "Commissioner"), and the Corporation Counsel, an intergovernmental agreement between the City and the Commission, substantially in the form attached hereto as Exhibit A.

SECTION 4. The Commissioner is authorized to execute on behalf of the City, an agreement between the City and the property manager selected by the Commission in accordance with the terms of the aforesaid intergovernmental agreement, and such other documents as may be necessary to implement the Project. Upon the recommendation of the property manager and the approval of the Corporation Counsel, the Commissioner is further authorized to execute on behalf of the City, all leases, subleases and assignment of leases for the Property between the City and prospective tenants.

SECTION 5. The Budget Director is authorized and directed to initiate such actions and implement such procedures as may be necessary in order to pay the Commission for the costs of the Project related to the renovation work in an amount not to exceed Four Million Five Hundred Thirty-six Thousand and no/100 Dollars (\$4,536,000.00), with funds derived from the North Loop Preservation Fund.

SECTION 6. This ordinance shall be effective immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO AND THE
PUBLIC BUILDING COMMISSION OF CHICAGO
(RESTORATION AND PROPERTY MANAGEMENT SERVICES FOR THE
PAGE BROTHERS BUILDING (177 NORTH STATE STREET))**

This Intergovernmental Agreement (the "Agreement"), dated as of _____, 1999 is made by and between the City of Chicago, an Illinois municipal corporation having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City") and the Public Building Commission of Chicago, an Illinois municipal corporation having its principal offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the "Commission").

RECITALS

A. The City is a home rule unit of local government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving these objectives.

B. On March 18, 1956, the City Council of the City created the Commission pursuant to the Public Building Commission Act of the State of Illinois (the "Act") for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services.

C. The Commission has acquired, constructed, altered, repaired, renovated, rehabilitated, and equipped, operated and maintained, buildings and facilities for use by various public bodies, including the City.

D. The City and its various agencies and departments from time to time require the acquisition, repair, renovation, alteration, construction, operation, maintenance and management of buildings and facilities owned by the City or otherwise related to the health, safety and welfare of the inhabitants of the City.

E. The City has proposed that the Commission undertake a project (the "Project") involving the renovation, rehabilitation, repair and improvement (the "Restoration Work") of the historic Page Brothers Building located at 177 North State Street, Chicago, Illinois and legally described on Exhibit 1 hereof, and approximately 7,662 square feet on the 5th and 6th floors of the adjoining Chicago Theater, provided that the City and the owner of the Chicago Theater enter into a lease for such space in the Chicago Theater (collectively, the "Property") for use predominantly as a business support center which will provide administrative offices and related uses.

F. It is the intent of the parties that, following the completion of the Restoration Work, the Commission will provide, or cause to be provided, leasing, management, operation and maintenance services (the "Property Management Services") on behalf of the City with respect to the occupancy and use of the Property by various tenants and other occupants of the Property.

G. The parties contemplate that the costs of the Restoration Work will be paid by the City with funds derived from the North Loop Preservation Fund, and that the costs of the Property Management Services will be paid by the City with funds substantially derived from rental income and other amounts that will be paid as commissions by various tenants and other occupants of the Property.

H. The parties have determined that it is in their best interests to enter into this Agreement in order to set forth their objectives and respective duties and responsibilities and to

describe the procedures and guidelines to be followed with respect to the Property Management Services.

I. The Commission, in undertaking its obligations under this Agreement, covenants to the City that it will be bound by the terms and provisions of this Agreement and the applicable provisions of the Act and the Municipal Code of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

DEFINITIONS

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

Authorized City Representative: The Commissioner of Planning and Development of the City, or any duly designated representative thereof, who will act as the City's representative for purposes of participating in the coordination of the Restoration Work and Property Management Services on behalf of the City.

Authorized Commission Representative: The person or entity designated by the Commission as the person to whom notices shall be given pursuant to this Agreement and who will act as the contact person for the Commission for purposes of implementing this Agreement.

Budget: The amounts determined by the Budget Director in consultation with the applicable Authorized City Representative and the Executive Director as the estimated cost of providing the Restoration Work and Property Management Services for the Property pursuant to this Agreement. The term "Budget" includes, as the case may be, the initial budget attached hereto as Exhibit 2 as

well as any revised or successive annual budgets as may be determined by the parties during the term of this Agreement.

Budget Director: The Budget Director of the City, including the duly designated representative thereof, who will act as the contact person for the City with respect to approving and providing funds to pay the costs of the Restoration Work and Property Management Services.

City Council: The City Council of the City.

Contract: Any contract which may be entered into between a Contractor and the Commission or its designee to provide Restoration Work pursuant to this Agreement. For purposes of this Agreement, a "Contract" may be a general construction contract, a construction management contract and/or a design build contract.

Contractor: Any firm or entity which enters into a Contract with the Commission or its designee to provide Restoration Work required for the Property pursuant to this Agreement.

Executive Director: The Executive Director of the Commission.

Final Acceptance: The date on which the Authorized Commission Representative and the Authorized City Representative determine that all of the requirements of the Contract for the Renovation Work have been completed.

Preliminary Acceptance: The date on which the Authorized Commission Representative and the Authorized City Representatives determine that the Restoration Work has been substantially completed (except for Punch List Work that will not materially interfere with the use and occupancy of the Project) and the Contractor has delivered to the Commission a "Certificate of Occupancy" issued by the City for the Restoration Work.

Project Account: An interest-bearing account to be established by the Commission for the deposit of funds advanced by the City to pay the costs of the Restoration Work and/or the Property Management Services undertaken by the Commission on behalf of the City as more fully described in Section XI hereof.

Property: The parcel of real estate commonly known as the Page Brothers Building, located at 177 North State Street, Chicago, Illinois, including the buildings and improvements situated thereon, and approximately 7,662 square feet on the 5th and 6th floors of the adjoining Chicago Theater, and upon which the Restoration Work will be provided and the Property Management Services will be performed.

Property Manager: The entity or firm that enters into a professional services agreement with the City for purposes of performing the Property Management Services which are required to be performed by this Agreement.

Property Management Agreement: The professional services agreement or agreements between the Commission and the Property Manager which contractually binds the Property Manager to perform Property Management Services that are required to be performed under this Agreement.

Property Management Services: The leasing, management, operation and maintenance of the Property, including, without limitation, janitorial, window cleaning, vermin extermination, security, repair and improvements, electricity, gas, telephone, and such other utilities and facilities, as more fully described in Section VIII hereof, that are required to be performed or provided pursuant to this Agreement.

Punch List Work: Minor adjustments, repairs or deficiencies in the Restoration Work as determined by the Authorized Commission Representative in consultation with the Authorized City Representative which must be completed prior to Final Acceptance.

Restoration Work: All labor, materials, and other incidentals necessary or convenient for renovation, rehabilitation, repair and improvement that are required in connection with the Property Management Services to be performed on the Property pursuant to this Agreement.

Schedule: The anticipated date or dates on which the Restoration Work or portions thereof will be completed.

SECTION I

INCORPORATION OF RECITALS AND DEFINITIONS

The recitals and definitions set forth above are hereby incorporated by this reference with the same force and effect as if set forth herein.

SECTION II

RESPONSIBILITIES OF THE PARTIES

2.1 **The Commission.** The Commission will undertake the coordination and administration of the Restoration Work and the Property Management Services in accordance with the terms and condition of this Agreement and the Act. Specific responsibilities of the Commission include, but are not limited to, the following:

2.1.1 Prepare or cause to be prepared the terms and conditions of the Contract and the Property Management Agreement between the Commission or its designee and the Contractor and the Property Manager, which agreements will be forwarded to the Authorized City Representative for review upon request;

2.1.2 Engage or cause to be engaged the services of the Contractor and the Property Manager and such construction, property management and other consultants as may be necessary in order to perform the Restoration Work and Property Management Services required by this Agreement;

2.1.3 Examine all documents submitted by the Authorized City Representative or the Budget Director and render decisions pertaining thereto with reasonable promptness so as to facilitate the efficient coordination and administration of the Restoration Work and Property Management Services;

2.1.4 Obtain such surveys, tests, reports and other documents as may be necessary in order to determine the condition of the Property, factors that may affect the Schedule or the Budget, or otherwise facilitate the completion of the Restoration Work or the efficient management and operation of the Property;

2.1.5 Determine, in consultation with the Authorized City Representative and the Budget Director, the amount of the Budgets for the Restoration Work and the Property Management Services;

2.1.6 Determine, in consultation with the Authorized City Representative, the types and amounts of insurance and performance bonds to be provided by the Contractor, the Property Manager and other consultants, and the sufficiency of evidence that such coverages are in force as more fully described in Section X hereof;

2.1.7 Require and procure from the Contractor waivers of all liens or rights of lien for labor and materials furnished by or through it for the Restoration Work or other construction

activities at the Property prior to processing interim and final pay requests as more fully described in Section 6.4 hereof;

2.1.8 Require, by appropriate provision in the Contract and the Management Agreement, that the Contractor and the Property Manager indemnify, save and hold harmless the City and the Commission as more fully described in Section 10.1 hereof;

2.1.9 Apply the funds deposited in the Project Account or otherwise paid by the City to obtain the completion of the Restoration Work (and the performance of the Property Management Services, if applicable) in accordance with the Budget unless otherwise directed by the Budget Director; and

2.1.10 Provide such additional services as may be requested by the Budget Director or the Authorized City Representative from time to time with respect to the Restoration Work or the Property Management Services, provided that sufficient funds are available to pay the costs thereof.

2.2 The City. The City shall determine the nature and extent of the Restoration Work and the Property Management Services to be provided for the Property. The City shall pay all costs incurred in connection with the Restoration Work and any amounts in excess of the net operating income that may be required in order to perform the Property Management Services all as set forth in the Budget. In no event shall the Commission be obligated to pay, nor shall the Commission disburse, any funds for the Restoration Work or the Property Management Services which exceed the Budget without the written approval of the Budget Director. Specific responsibilities of the City include, but are not limited to, the following:

2.2.1 Provide information to the Authorized Commission Representative regarding the requirements of the City for the Restoration Work including, but not limited to the design

objectives, constraints and criteria, function, spatial relationships, and type of materials to be used with reasonable promptness so as to avoid delay in the completion of the Restoration Work;

2.2.2 Advise the Authorized Commission Representative regarding the nature, scope and extent of Property Management Services to be performed, criteria and guidelines to be followed with respect to the leasing of the Property, space requirements and relationships, policy guidelines and other requirements of the City for the leasing, management, operation and maintenance of the Property;

2.2.3 Provide a preliminary Budget for the Restoration Work which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the City and, in consultation with the Authorized Commission Representative, determine and approve the final Budget for the Restoration Work;

2.2.4 In consultation with the Authorized Commission Representative and its designees, determine the initial and successive annual Budgets for the Property Management Services which shall include income derived from the use and occupancy of the Property, fees of the Property Manager, contingencies for price escalation and other factors;

2.2.5 Cooperate with the Authorized Commission Representative and its designees in obtaining any and all approvals pertaining to the development and use of the Property, and execute any applications for permit or the like as may be required in order to implement this Agreement;

2.2.6 Deposit with the Commission the funds that are required as payment of all costs incurred in connection with the implementation of the Restoration Work and any funds in excess of the net operating income of the Property that may be required to perform the Property Management Services as more fully described in Section XI hereof; and

2.2.7 Provide any additional assistance as may be agreed by the parties.

SECTION III

SITE AVAILABILITY AND ACCESS

3.1 Ownership of the Property. The City represents that it has, or will obtain fee simple title and interest in and to the Property, free and clear of any encumbrances or restrictions which preclude the use and development of the Property for the intended purpose; and that it will use its commercially reasonable efforts to obtain a lease for approximately 7,662 square feet on the 5th and 6th floors of the Chicago Theater as may be necessary in order to implement this Agreement. The performance of the parties' respective duties and responsibilities under this Agreement are expressly contingent upon the City's acquisition of the Property.

3.2 Right of Entry. It is expressly acknowledged and agreed that the Commission, the Contractor, the Property Manager and their respective employees, agents, consultants and sub-contractors will have the right to enter upon the Property for purposes associated with the Restoration Work and the Property Management Services without further authorization by the City. The Authorized City Representative will cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the Restoration Work and the Property Management Services, and execute any applications for permit or the like as may be required in order to implement this Agreement.

3.3 Unpermitted Encumbrances. Neither the Commission, the Contractor, the Property Manager, nor any of their respective commissioners, officials, representatives, employees, agents, successors or assigns shall engage in any financing or other transaction which would create an encumbrance or lien upon the Property.

SECTION IV

ENVIRONMENTAL CONDITIONS

4.1 Reports and Studies. The City shall provide the Commission with a copy of any and all reports and studies with regard to the environmental condition of the Property which may have been obtained by the City. The Commission shall cause to be conducted any additional environmental reports and studies which are necessary in order to complete the Restoration Work.

4.2 Environmental Remediation. In the event that adverse environmental conditions are discovered during the Restoration Work, the Commission will undertake the remediation of such adverse environmental condition with the right to utilize such contingency funds as may be allocated in the Budget for such purpose. If, however, the cost of the environmental remediation action exceeds such contingency funds, the Commission shall promptly notify the Budget Director and the Authorized City Representative, and the parties shall mutually agree upon appropriate action to be taken to fund and complete such remediation.

SECTION V

IMPLEMENTATION OF THE RESTORATION WORK

5.1 Preparation of Bid Documents. The City shall provide the Commission with any preliminary documents for the Restoration Work as may be available to the City. The Commission, in consultation with the Authorized City Representative, shall determine whether to appoint an architect-of-record or other design entity to prepare design documents, issue a request for proposals which includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids or proposals for the Restoration Work. The Commission shall provide a copy of such design submittals as may be requested to the

Authorized City Representative for review and timely approval to determine compliance with the design objectives.

5.2 Selection of Contractor. The Commission shall solicit or cause to be solicited bids or proposals for the Restoration Work upon completion of the bid documents. The Commission shall review and evaluate the bids or proposals submitted and conduct such investigations as may be necessary and appropriate to determine the qualifications of the bidders or proposers and the responsiveness of the bid or proposal. During the bid review period, the Authorized City Representative shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the Commission shall select the Contractor for the Restoration Work determined by the Commission to be the lowest responsible bidder or proposer and authorize the award of the Contract.

5.3 Limited Applicability of City's Approval. Any approvals of the design documents or the Contract for the Restoration Work that may be made by the City are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any ordinance of the City. Any such approval by the City pursuant to this Agreement also does not constitute approval of the quality, structural soundness or the safety of the Restoration Work.

5.4 Ownership of Documents. All documents, data, schematics, warranties, design documents, copyrights and documents constituting the Contract shall be the property of the City. Any copyrights which may have been assigned to the Commission by an architect for the Restoration Work or portion thereof shall be transferred to the City.

SECTION VI

ADMINISTRATION OF THE CONTRACT FOR THE RESTORATION WORK

6.1 Enforcement of Contract. The Commission shall comply with, and cause the Contractor to comply with, as appropriate and applicable, the terms and conditions of the Contract including all applicable federal, state and local laws, codes, ordinances and orders. Such requirements include, but are not limited to, accessibility standards for persons with disabilities or environmentally-limited persons, the Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, special conditions regarding minority and women business enterprises and Chicago residents.

6.2 Coordination with the City. The Commission shall apprise the Authorized City Representative of the status of progress regarding the Restoration Work not less frequently than monthly and provide the City with copies of reports and other documents prepared for the Commission. As soon as reasonably practicable, the Commission shall provide the Authorized City Representative with any information which may result in a request for a change order or require the expenditure of additional funds or delays in the Schedule. The Authorized City Representative shall have the right to inspect the Restoration Work at all reasonable times and to attend meetings with representatives of the Commission, the Contractor and others regarding the Restoration Work. The City will provide the Commission with prompt, accurate and complete information regarding the requirements of the City so that the progress of the Restoration Work will not be impeded. All data provided by the City shall be evaluated by the Commission, which shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall

quality of the Restoration Work.

6.3 Payment and Performance Bond. The Commission shall require the Contractor for the Restoration Work to provide a payment and performance bond to ensure that the terms and conditions of the Contract will be faithfully performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the Commission. If the surety fails or is deemed by the Commission to be insufficient security for the payment of the bond, the Commission will require the Contractor to furnish an additional bond in such amount as shall be determined by the Commission. Any proceeds derived by the Commission as a result of the payment and performance bond shall be credited to the Project Account and applied by the Commission as directed by the Budget Director.

6.4 Waiver and Release of Liens. The Commission shall require and procure from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the Restoration Work. This provision shall be construed as being solely for the benefit of the Commission and the City and shall not confer any rights hereunder for the benefit of the Contractor, its subcontractors or any third parties. To ensure payment of lien claims, the Commission shall retain the amounts of the liens claimed by subcontractors or suppliers from payments to the Contractor in accordance with applicable Illinois statutory requirements.

6.5 Default by Contractor. In the event that a Contractor defaults in its obligations to perform, the Commission shall pursue all rights and remedies afforded to it pursuant to the terms of the Contract, at law or in equity. Upon request by the City and approval by the governing body

of the Commission, the Commission shall assign any of its rights and remedies for default by the Contractor to the City.

SECTION VII

COMPLETION OF THE RESTORATION WORK

7.1 Standards for the Restoration Work. The Commission shall require that the Contractor provide for the Restoration Work materials that are new and work of good quality, free from faults and defects, and in conformity with the requirements of the Contract. The Commission shall also require the Contractor to correct any deficient or defective work or materials in accordance with the procedures described in the Contract for a period of one year from the date of the issuance of the certificate of Final Acceptance, or such longer period as may be provided by any applicable special warranty in any of the various subcontracts to the Contract.

7.2 Completion Requirements. The Commission shall require the Contractor to comply with the requirements of the Contract with respect to the completion and close-out of the Restoration Work including, but not limited to, the completion of Punch List Work, the furnishing of material and equipment guarantees, warranties, operating and maintenance data, manuals and record or "as-built" drawings, shop drawings, waivers of lien, certified payrolls, and such other documents as may be required to comply with the terms of the Contract. Upon completion, the Commission will cause a copy of all such relevant documents to be delivered to the Authorized City Representative. Any liquidated damages which may be assessed by the Commission against the Contractor for non-performance or delay will be credited to the Project Account or otherwise disbursed as agreed by the Commission and the Budget Director.

7.3 Inspections. All work and materials constituting the Restoration Work shall be

inspected by the Authorized Commission Representative and City designees or personnel as required by applicable law or ordinance. The Commission shall notify the Authorized City Representative when the Restoration Work or portions thereof has been scheduled for inspection to certify Preliminary Acceptance and Final Acceptance. The Authorized City Representative shall have the right to attend any and all such inspections and will assist the Authorized Commission Representative in determining when the Restoration Work has been sufficiently completed for beneficial use and occupancy and Preliminary Acceptance. The Commission and the Authorized City Representative will monitor completion of Punch List Work by the Contractor.

7.4 Final Acceptance and Payment to Contractor. Unless otherwise provided by the Contract, upon completion of all of the Restoration Work required to be completed by the Contractor and issuance of the certificate of Final Acceptance, the Commission shall process final payment to the Contractor in accordance with the procedures set forth in the Contract.

SECTION VIII

DESCRIPTION OF PROPERTY MANAGEMENT SERVICES

8.1 Scope of Services. The Commission shall cause to be performed all Property Management Services required for the leasing, management, operation and maintenance of the Property in accordance with the terms of this Agreement, the Act and applicable provisions of the Municipal Code of the City. Such Property Management Services shall include, but are not limited to, the following:

8.1.1 Promotional, leasing and management activities required to keep the Property fully leased and to maximize the long term net income from the Property consistent with the Lease Guidelines set forth in Section 8.2 of this Agreement;

8.1.2 Janitorial, trash removal, window washing, extermination of pests and vermin, and cleaning of the interior and exterior of the Property;

8.1.3 Operation, maintenance, repair and improvement of the interior and exterior of the Property and its systems, including plumbing, electrical, mechanical, elevator, HVAC and any other system;

8.1.4 Maintenance of the sidewalks adjacent to the Property, including snow removal;

8.1.5 Promulgation of rules and regulations pertaining to the use of the Property, relations with tenants and other occupants of the Property, coordination of moving in and moving out of tenants and other occupants, and miscellaneous repair and maintenance services reasonably requested by occupants of the Property;

8.1.6 Security including, without limitation, safety and loss control services, safety policies and standard operating procedures, emergency procedures, hazard control, accident investigation, and management of property and liability claims with respect to the Property;

8.1.7 Repair and replacement of broken windows, damaged equipment or property and other items that are incorporated into or used in connection with the management, operation and maintenance of the Property; and

8.1.8 Miscellaneous and capital improvements that are required for the proper maintenance and operation of the systems and facilities that are located on the Property.

8.2. **Lease Guidelines.** In negotiating each lease for the Property, the Commission shall cause the Property Manager to endeavor to obtain the most favorable terms available consistent with the City's requirements concerning the tenant mix and the following guidelines:

8.2.1 Each lease of vacant space shall be on terms as favorable as may be obtained as to (i) term, (ii) fixed rent, (iii) percentage rent, and (iv) type of operation;

8.2.2 Each lease shall have an initial term of not less than one year;

8.2.3 Each tenant shall satisfy reasonable credit standards in light of (i) the nature of the tenant's monetary obligations under the lease, (ii) the extent of the tenant's investment in tenant improvements for its premises, and (iii) industry standards for like tenants in buildings similar to the Property;

8.2.4 Each lease shall provide for both (a) fixed minimum rent and (b) to the extent possible, additional rent based on a percentage of the tenant's annual gross sales (except that no percentage rent is required for leases of types under which percentage rent is not typically paid, such as commercial leases and service businesses);

8.2.5 No bonuses, rebates, rent abatements or other concessions shall be given to any tenant under or in connection with any lease except in accordance with the terms of the approved Budget for the year in which such lease is executed;

8.2.6 Each tenant shall be obligated to pay a pro rata share (based on the ratio of the number of leasable square feet contained in its premises to the total number of leasable square feet contained in the Property) of all expenses of operation and maintenance of the Property (including real property, leasehold and personal property taxes, charges for common area maintenance and premiums for insurance) plus an additional amount of not less than fifteen percent of such full pro rata share to cover administrative costs unless otherwise approved in writing by the Authorized City Representative; and

8.2.7 Each retail lease shall contain an opening covenant and, to the extent possible,

a covenant of continuous operation by such tenant.

SECTION IX

DUTIES OF THE PROPERTY MANAGER

9.1 **Duties.** Subject to the conditions and limitations set forth herein, the Property Management Agreement shall require the Property Manager to perform the Property Management Services in compliance with the terms hereof and all applicable local, state and federal laws, rules, orders and regulations. Specific duties of the Property Manager shall include, without limitation, the following:

9.1.1 Use commercially reasonable efforts to obtain tenants for the Property consistent with the Leasing Guidelines set forth in Section 8.2, and perform all ancillary services required in accordance with first class professional leasing services of comparable buildings of similar quality;

9.1.2 Manage, operate and maintain the Property in an efficient and professional manner consistent with comparable developments of similar quality, subject to the Budget and any policy or other limitations imposed by Authorized City Representative;

9.1.3 Systematically inspect the Property as often as the Authorized City Representative or the Authorized Commission Representative deems necessary, and provide written reports with respect to the Property as directed by such representatives;

9.1.4 Monitor requirements for repairs and improvements to the Property, make recommendations with respect thereto, negotiate agreements with vendors, obtain bids and enter into contracts as directed by Commission;

9.1.5 Manage and coordinate relations with occupants of the Property and monitor

their requests and complaints, which shall be received, logged and acted upon by the Property Manager in a systematic fashion;

9.1.6 Inform the occupants of the Property of all rules, regulations or notices, and endeavor to obtain compliance with such rules and regulations;

9.1.7 Assist in the supervision and coordination of the moving in and out of all occupants as necessary so as to minimize disturbance and inconvenience to other occupants;

9.1.8 To the extent provided in the Budget, provide miscellaneous repairs and maintenance of the Property as reasonably requested by occupants from time to time;

9.1.9 Purchase and cause to be delivered to the Property all equipment, materials, supplies and other consumables that are necessary for the management, operation and maintenance of the Property;

9.1.10 Employ or engage, evaluate, compensate (in accordance with the Budget), supervise and discharge employees and other personnel as may be required in the discretion of Property Manager for the proper management, operation and maintenance of the Property;

9.1.11 Make all necessary payroll deductions including, but not limited to, deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, wage garnishment, union dues, health and welfare, pension and prepare, maintain and file all necessary reports and statements with respect to such taxes or deductions, pertaining to personnel employed in or about the Property;

9.1.12 Prepare and submit, in such format and at such frequency as may be required by the Authority City Representative and the Authorized Commission Representative, reports and recommendations concerning the leasing, management, operation and maintenance of the Property;

and

9.1.13 Perform such additional services as shall be agreed with the respective representatives of the Commission and the City, provided that sufficient funds are available for such purposes.

9.2 Affirmative Action. The Property Management Agreement shall provide that the Property Manager may not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. The Property Manager shall be required to use its best efforts to comply with the City's and the Commission's requirements regarding participation of Minority Business Enterprises (25% goal) and Women Business Enterprises (5% goal).

9.3 Licenses; Permits. The Property Manager shall keep in effect during the term of the Property Management Agreement any and all licenses, permits, or other governmental consents required to be held by a property management firm in order to perform the duties and obligations of the Property Management Agreement. The Property Manager shall comply with all laws, rules, and regulations governing the Property and the occupancy thereof.

SECTION X

INDEMNITY AND INSURANCE

10.1 Indemnity. The Commission shall require that the Contractor and the Property Manager, as applicable, protect, defend, indemnify, save and hold harmless the City and the Commission and their respective officers, agents, employees and representatives, individually and collectively, from all claims, damages, demands and actions arising out of this Agreement or the Restoration Work and Property Management Services, as applicable, except to the extent of the

City's or the Commission's negligence. In the event that any portion of this indemnification provision is found to be unenforceable pursuant to the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 *et seq.*, this provision will remain enforceable to the maximum extent permitted by law. The Commission shall require the Contractor and the Property Manager, as applicable, to include similar provisions for the indemnification of the City and the Commission by their respective contractors and consultants.

10.2 Insurance. The Commission shall require the Contractor and the Property Manager, as applicable, to purchase and maintain during the Restoration Work and the performance of the Property Management Services, as applicable, the types and amounts of insurance as shall be specified by the Commission or the City. A copy of all such insurance certificates shall be provided to the City upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission, and authorized under the laws of the State of Illinois to do business in the State of Illinois.

SECTION XI

PAYMENT OF THE COSTS OF THE RESTORATION WORK AND PROPERTY MANAGEMENT SERVICES

11.1 Basis of Payment. It is the intent of the parties that the overall cost of the Restoration Work required by this Agreement will not exceed the sum specified in the final Budget. All plans and estimates of costs shall be reviewed by the duly designated representatives of the City and the Commission. The City will not be obligated to pay any amounts in excess of the Budget without the prior written approval of the Budget Director. If, in performing the Restoration Work to the satisfaction of the Authorized City Representative, the actual costs of the Restoration Work

exceed the anticipated maximum price as set forth in the Budget, the Authorized Commission Representative shall notify the Budget Director and the Authorized City Representative and the parties shall agree in writing on any future action as is appropriate.

11.1.1 Payment for the Restoration Work. The Commission shall prepare and submit to the Budget Director, on a quarterly basis in advance, the estimated amounts that will be required to pay the costs of the Restoration Work to be performed on the Property during the next succeeding 90-day period, including contingency reserves and such other items as shall have been agreed by the parties. The Commission's fee shall be three percent (3%) of the cost of the Restoration Work. Upon receipt and approval, the Budget Director shall promptly process the payment request and pay to the Commission the estimated amounts required for payment of the costs of the Restoration Work during the next succeeding 90-day period as such amounts may be adjusted from time to time by mutual agreement of the parties (the "City's Funds"). In the event that the City's Funds have not been paid to the Commission within 30 days following the submission of the payment request, the Commission shall have the right to suspend its performance of this Agreement until payment is received. The City's Funds shall be deposited by the Commission into an interest-bearing account (the "Project Account") established by the Commission to pay eligible costs of the Restoration Work. The funds deposited in the Project Account will be invested by the Commission as directed by the City and interest will accrue to the benefit of the City.

11.1.2 Payment for Property Management Services. The Commission will solicit proposals for the Property Management Services and make recommendations to the City regarding the engagement of the services of the Property Manager. Unless otherwise approved by the Budget Director and the Authorized City Representative, the fee for the Property Manager shall be: (i) the

actual expenses incurred by the Property Manager in connection with the performance of its duties and obligations under the Property Management Agreement to the extent such expenses are not otherwise reimbursed pursuant to the Property Management Agreement; plus (ii) an amount not to exceed four percent (4%) of the gross receipts derived from the operation of the Property; plus (iii) broker commissions in an amount equal to (a) eight percent (8%) of the first year's rent and three percent (3%) for each year thereafter in the case of a retail tenant, or (b) seven percent (7%) of the first year's rent and two percent (2%) for each year thereafter in the case of an office tenant. In the event that there is a cooperating broker, the foregoing commissions shall be increased by fifty percent (50%). The Property Management Agreement shall include an annual budget which shall provide estimates of the costs of leasing, operating, maintaining and managing the Property, and providing the property management services described in Section VIII of this Agreement. The annual budget shall also include anticipated income to be paid by tenants, concessionaires and other users or occupants of the Property. It is the intent of the parties that the income derived from the rental or other use of the Property will be sufficient to pay for the operation, maintenance and management of the Property, but in the event that the net operating income is insufficient for such purposes, the Authorized Commission Representative shall notify the Budget Director and, upon approval by the Budget Director, the City shall deposit the excess amount required to lease, operate, maintain and manage the Property into the Project Account.

11.2 **Disbursements.** The Commission will disburse funds deposited in the Project Account to pay eligible costs of the Restoration Work and Property Management Services in accordance with the Budget. Payment for the Restoration Work and Property Management Services shall be paid in accordance with the usual and customary payment procedures of the Commission.

11.3 Insufficient or Excess Funds. In the event that the amounts deposited into the Project Account pursuant to the Budget are insufficient to perform the Restoration Work Property Management Services, the Commission shall notify the Budget Director in writing and request additional funding. In no event shall the Commission be obligated to expend any funds for the Restoration Work or Property Management Services in excess of the amounts provided by the City. Any balance remaining in the Project Account upon completion of the Restoration Work or the expiration or termination of the Property Management Agreement shall be paid by the Commission as directed by the Budget Director.

SECTION XII

RECORDS AND AUDIT; OWNERSHIP OF DOCUMENTS

12.1 Records and Audit. The Commission shall maintain records and accounts which include entries of all transactions relating to the expenditure of funds required for the performance of the Restoration Work and the Property Management Services. The City will have the right to inspect the books and records of the Commission pertaining to the Restoration Work and the Property Management Services upon request at all reasonable times and have an audit conducted regarding the Restoration Work and the Property Management Services.

12.2 Ownership of Documents. All documents, data, schematics, warranties, design documents, copyrights and Contract documents with regard to the Restoration Work and the Property Management Services will be the property of the City.

SECTION XIII

NOTICES

13.1 Notices to Parties. Any notice, demand or communication required or permitted

to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: Office of Budget and Management
121 North LaSalle Street
Room 604, City Hall
Chicago, Illinois 60602
Attn: Budget Director

and: Department of Planning and Development
121 North LaSalle Street
Room 1000, City Hall
Chicago, Illinois 60602
Attn: Commissioner

with a copy to: Corporation Counsel
Suite 1610
30 North LaSalle Street
Chicago, Illinois 60602
Attn: Real Estate Division

If to the Commission: Public Building Commission of Chicago
50 West Washington Street
Room 200
Chicago, Illinois 60602
Attn: Executive Director

with a copy to: Earl L. Neal & Associates
111 West Washington Street
Suite 1700
Chicago, Illinois 60602
Attn: Anne L. Fredd

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively.

Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the

day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing.

13.2 Changes. The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION XIV

MISCELLANEOUS PROVISIONS

14.1 Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and may not be modified, amended or changes in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

14.2 Conflict of Interest. No member of the Board of Commissioners of the Commission nor any board, commission or agency of the City nor any official or employee of the City or the Commission shall have any financial or ownership interest, direct or indirect, in this Agreement, the Contract or the Property Management Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City or the Commission will be personally liable for the performance of the City or the Commission pursuant to the terms and conditions of this Agreement.

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

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

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

14.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

14.7 Successors and Assigns. The terms of this Agreement will be binding upon the City and the Commission. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties.

14.8 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement will be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14.9 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed,
all as of the date first written above.

CITY OF CHICAGO,
an Illinois municipal corporation

PUBLIC BUILDING COMMISSION OF CHICAGO, an Illinois municipal corporation

By: _____
Richard M. Daley, Mayor

By: _____
Richard M. Daley, Chairman

Approved:

Attest:

By: _____
Michael Harris, Budget Director

By: _____
Eileen J. Carey, Secretary

By: _____
Christopher R. Hill, Commissioner
Department of Planning and Development

[(Sub)Exhibit 1 referred to in this Intergovernmental Agreement with the Public Building Commission of Chicago unavailable at time of printing.]

(Sub)Exhibit 2 referred to in this Intergovernmental Agreement with the Public Building Commission of Chicago reads as follows:

(Sub)Exhibit 2.
 (To Intergovernmental Agreement With Public
 Building Commission Of Chicago)

Page Building Budget

Tenant Improvements	Square Feet	Cost Square Feet	Total
Reconfigure First Floor OTB	1,099	\$65	\$ 71,435
Relocation of Stair and Column	0	Allowance	100,000
Office Lobby and North Bay Of Theatre	1,267	200	253,400
First Floor Retail	4,357	75	328,775
4 th -- 7 th Floors -- Page Building	26,749	55	1,471,195
5 th -- 6 th Floors -- Theatre Building	<u>7,662</u> 41,134	55	<u>421,410</u> \$2,644,215
Insurance			\$ 25,000
General Conditions at 8%			\$ 211,537
Overhead and Profit at 7%			185,096
Contingency			<u>300,000</u> \$3,365,547

Tenant Improvements	Square Feet	Cost Square Feet	Total
Fees			
Legal			\$ 100,000
Owner's Representative Fee			120,000
Architectural and Engineering			195,000
Environmental			35,000
Real Estate Brokerage Fee			110,000
Moving Cost			140,000
Buyout of CCC Lease			250,000
PBC Fee			120,000
Contingency			<u>100,000</u>
			\$1,170,000
PROJECT TOTAL:			\$4,535,847

This budget does not include a roof top garden or refurbishing the elevators.

ESTABLISHMENT OF PARKING RATE STRUCTURE
FOR CITY-OWNED PARKING LOT AT
553 SOUTH STATE STREET.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of a parking rate structure for the parking lot located at 553 South State Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City owns the parking lot located at 533 South State Street, Chicago, Illinois ("Parking Lot"); and

WHEREAS, The Department of Revenue has recommended the establishment of a parking rate structure for the Parking Lot; and

WHEREAS, The City Council wishes to establish parking rates for the Parking Lot; now, therefore,

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

SECTION 1 The above recitals are incorporated as if set forth here.

SECTION 2. The parking rate for the Parking Lot, exclusive of any applicable taxes, is a flat fee of Six and no/100 Dollars (\$6.00) each time a vehicle enters the Parking Lot. From and after January 1, 2000, the parking rate for the Parking Lot, exclusive of any applicable taxes, will be Six and 50/100 Dollars (\$6.50) each time a vehicle enters the Parking Lot.

SECTION 3. This ordinance takes effect upon its passage and approval.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE
EXEMPTIONS, CANCELLATION OF WATER RATES, REFUND OF
FEES AND WAIVER OF FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred July 29, 1998, January 20, May 12, June 9, July 7, 21, September 1, 29 and November 3, 1999 sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates, refunds of fees and waivers of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinances, substitute ordinance and order and proposed orders 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.

On motion of Alderman Burke, the said proposed ordinances, substitute ordinance and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

FREE PERMITS.

Chicago Commons West Humboldt Settlement House.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers and the Commissioner of Water and the Director of Revenue are hereby directed to waive all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Commons West Humboldt

Settlement House for the Chicago Commons West Humboldt Community Center (new construction of building) on the premises known as 3645 West Chicago Avenue.

Said building shall be used exclusively for not-for-profit 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.

Chicago Housing Authority.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Water and the Director of the Department of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Housing Authority, 626 West Jackson Boulevard, for construction of a heating decentralization plant on the premises known as 3770 South Wentworth Avenue and 3175 South Litanica Avenue.

Said buildings shall be used exclusively for not-for-profit 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.

National Housing Foundation, Inc.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to National Housing Foundation, Inc. (Howard Theater Limited Partnership) for the rehabilitation of an existing structure on the premises known as 1615 -- 1643 West Howard Street.

Said building shall be used exclusively for not-for-profit 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.

Southeast Chicago Development Commission.

Ordered, That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Fire and the Commissioner of Water are hereby directed to issue all necessary permits, all on-site water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Southeast Chicago Development Commission, 9204 South Commercial Avenue, for rehabilitation of an existing structure on the premises known as 9001 South Commercial Avenue.

Said building shall be used exclusively for non-profit social services 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.

LICENSE FEE EXEMPTIONS.

Day Care Center.

Easter Seals.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following day care center, which is operated not for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class I), for the period beginning August 16, 1999 and ending August 15, 2000:

Easter Seals
2345 West North Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Hospital.

Our Lady Of The Resurrection Medical Center.

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

SECTION 1. Pursuant to Section 4-84-040 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the annual Hospital License fee (Code 1375), for the period beginning November 16, 1999 and ending November 15, 2000:

Our Lady of the Resurrection Medical Center
5645 West Addison Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Limited Business.

Easter Seals.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following day care center, which is operated not for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Limited Business License fee (Code 1010/Class I), for the period beginning August 16, 1999 and ending August 15, 2000:

Easter Seals
3423 West North Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Our Lady Of The Resurrection Medical Center.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following hospital, which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from payment of the annual Limited Business License fee (Code 1010), for the period beginning November 16, 1999 and ending November 15, 2000:

Our Lady of the Resurrection Medical Center
5645 West Addison Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Long Term Care Facility.

Norwegian Old People Home Society.

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

SECTION 1. Pursuant to Section 4-96-060 of the Municipal Code of Chicago, the following nursing home, which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from payment of the Long Term Care Facility License fee (Code 1005) beginning August 16, 1999 and ending August 15, 2000:

Norwegian Old People Home Society
6016 North Nina Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Saint Joseph Home Of Chicago, Inc.

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

SECTION 1. Pursuant to Section 4-96-060 of the Municipal Code of Chicago, the following nursing home, which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from payment of the Long Term Care Facility License fee (Code 1005), for the period beginning August 16, 1999 and ending August 15, 2000:

Saint Joseph Home of Chicago, Inc.
2650 North Ridgeway Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

The Washington & Jane Smith Home.

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

SECTION 1. Pursuant to Section 4-96-050 of the Municipal Code of Chicago, the following facility, which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from payment of the annual Long Term Care Facility License fee (Code 1005), for the period beginning August 16, 1999 and ending August 15, 2000:

The Washington & Jane Smith Home
2340 West 113th Place.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Public Place Of Amusement.

Metropolitan Pier And Exposition Authority (Navy Pier).

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

SECTION 1. Pursuant to Section 4-156-360 of the Municipal Code of Chicago, the following establishment, which is not operated for gain, is hereby exempt from payment of the annual Public Place of Amusement License fee (Code 1050), for the period beginning August 16, 1999 and ending August 15, 2000:

Metropolitan Pier And Exposition Authority (Navy Pier)
600 East Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Retail Food.

Our Lady Of The Resurrection Medical Center.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following medical center, which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from payment of the annual Retail Food License fee (Code 1006), for the period beginning November 16, 1999 and ending November 15, 2000:

Our Lady of the Resurrection Medical Center
5645 West Addison Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Salvation Army Adult Rehabilitation Center.
(Year Ending February 15, 2000)

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following rehabilitation center which is not operated for gain, but where a charge is made for the care of patients, is hereby exempted from payment of the annual Retail Food License fee (Code 1006) for the period beginning February 16, 1999 and ending February 15, 2000:

Salvation Army Adult Rehabilitation Center
506 North Desplaines Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Salvation Army Adult Rehabilitation Center.
(Year Ending February 15, 2001)

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following rehabilitation center which is not operated for gain, but where a charge is made for the care of patients, is hereby exempted from payment of the annual Retail Food License fee (Code 1006) for the period beginning February 16, 2000 and ending February 15, 2001:

Salvation Army Adult Rehabilitation Center
506 North Desplaines Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*Salvation Army Adult Rehabilitation Center/
Harbor Light Center.*
(Year Ending August 15, 2000)

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following rehabilitation center which is not operated for gain, but where a charge is made for the care of patients, is hereby exempted from payment of the annual Retail Food License fee (Code 1006) for the period beginning August 16, 1999 and ending August 15, 2000:

Salvation Army Adult Rehabilitation Center
Harbor Light Center
1515 West Monroe Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*Salvation Army Adult Rehabilitation Center/
Harbor Light Center.
(Year Ending August 15, 2001)*

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following rehabilitation center which is not operated for gain, but where a charge is made for the care of patients, is hereby exempted from payment of the annual Retail Food License fee (Code 1006) for the period beginning August 16, 2000 and ending August 15, 2001:

Salvation Army Adult Rehabilitation Center
Harbor Lights Center
1515 West Monroe Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

CANCELLATION OF WATER/SEWER ASSESSMENTS.

American Baptist Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Sewers and the Commissioner of Water are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of

the City of Chicago to the contrary, against the American Baptist Church, 5255 West Byron Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Blooming Rose Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of Four Hundred Forty-eight and 49/100 Dollars (\$448.49) assessed against the charged to the Blooming Rose Church at 6730 -- 6732 South Halsted Street, Account Number 300830709901.

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

Bridgeport Catholic Academy (Nativity).

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments in the amount of Three Hundred Eleven and 25/100 Dollars (\$311.25) charged to Bridgeport Catholic Academy (Nativity), 3710 South Lowe Avenue, Account Number 800239014858.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Full Gospel Evangelistic Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of Two Thousand Eight Hundred Eighteen and 27/100 Dollars (\$2,818.27) assessed against the Full Gospel Evangelistic Church, 1104 West 59th Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

The Holy Order Of Chebruvim Seraphim Movement.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel the water assessment in the amount of One Thousand Two Hundred Forty-six and 71/100 Dollars (\$1,246.71), charged to The Holy Order of Chebruvim Seraphim Movement, 4850 North Sawyer Avenue, Account Number 825100067828.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Holy Rock M. B. Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments, notwithstanding other ordinances of the

City of Chicago to the contrary, in the amount of One Thousand Four Hundred Fifty-four and 29/100 Dollars (\$1,454.29) assessed against the Holy Rock M. B. Church, 5854 South Morgan Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Holy Rock Outreach Ministries.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of Four Thousand Three Hundred Ninety-three and 15/100 (\$4,393.15) assessed against the Holy Rock Outreach Ministries, 5849 -- 5851 South Morgan Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Jasper Stone Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of One Thousand Eight Hundred Forty-one and 12/100 Dollars (\$1,841.12) assessed against the Jasper Stone Church, 1532 South Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Latin United Community Housing Association.
(2601 -- 2609 West Evergreen Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to waive the current assessments charged to L.U.C.H.A. (Latin United Community Housing Association, 3541 West North Avenue), for their premises located at 2601 -- 2609 West Evergreen Avenue, Account Number 107090623406.

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

Latin United Community Housing Association.
(1456 North Rockwell Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to waive the current assessments charged to L.U.C.H.A. (Latin United Community Housing Association, 3541 West North Avenue), for their premises located at 1456 North Rockwell Street, Account Number 300140512606.

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

Latin United Community Housing Association.
(1414 -- 1418 North Washtenaw Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to waive the current assessments charged to L.U.C.H.A. (Latin United Community Housing Association, 3541 West North Avenue), for their premises located at 1414 -- 1418 North Washtenaw Avenue, Account Number 107090236000.

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

Latin United Community Housing Association.
(1451 North Washtenaw Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to waive the current assessments charged to L.U.C.H.A. (Latin United Community Housing Association, 3541 West North Avenue), for their premises located at 1451 North Washtenaw Avenue, Account Number 777700058736.

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

Loyola University Scholars.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Loyola University Scholars for property located at 6215 -- 6217 North Kenmore Avenue, Account Number 131070128207.

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

passage.

Mighty God Tabernacle Holiness Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel current assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of One Thousand Three Hundred Thirty-four and 08/100 Dollars (\$1,334.08) assessed against Mighty God Tabernacle Holiness Church, for their premises located at 10200 South Torrence Avenue.

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

Misericordia Heart Of Mercy.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Misericordia Heart of Mercy, as follows:

Location	Account Number	Amount
6300 North Ridge Avenue	800119045919	\$61,597.61
2916 West 47 th Street	800640037808	2,979.18
1940 West Granville Avenue	777700065246	663.43

Location	Account Number	Amount
6221 North Glenwood Avenue	131070117405	\$ 319.36
6259 North Hoyne Avenue Catholic Charities Activity Center	777700038573	145.27
Total:		\$65,700.25

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

New Pentecostal Apostolic Church Of God.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, in the amount of One Thousand Eighty-five and 50/100 Dollars (\$1,085.50) charged to the New Pentecostal Apostolic Church of God, 5152 South Indiana Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Saint Hyacinth Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized

and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of Three Hundred Twenty-five and 98/100 Dollars (\$325.98) against the Saint Hyacinth Church for their premises located at 3636 West Wolfram Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Soul Winners Outreach Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of Three Thousand Thirty-six and 70/100 Dollars (\$3,036.70) assessed against the Soul Winners Outreach Church, 750 West 90th Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

REFUND OF FEES.

Long Term Care Facility License.

The Admiral (Home For The Aged)

Ordered, That the City Comptroller is hereby authorized and directed to refund to The Admiral (Home for the Aged), 909 West Foster Avenue, Chicago, Illinois 60640, \$1,000.00 representing payment for License Number 320019 for the period of

August 16, 1999 through August 15, 2000.

Limited Business License.

National Asian Pacific Center Of Aging.

Ordered, That the City Comptroller is hereby authorized and directed to refund \$125.00 to the National Asian Pacific Center of Aging, a not-for-profit organization, located at 122 South Michigan Avenue, representing payment of a Business License fee (License Code 1010).

Hospital, Retail Food And Limited Business Licenses.

Our Lady Of The Resurrection Medical Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$3,372.00 to Our Lady of The Resurrection Medical Center, 5645 West Addison Street, representing payment of the following license fees for the period of November 16, 1998 through November 15, 1999:

Hospital (Code 1375)	\$2,847.00
Retail Food (Code 1006)	400.00
Limited Business (Code 1010)	<u>125.00</u>
Total:	\$3,372.00

WAIVER OF FEES.

*Handicapped Parking Sign Installation Fees.**Ms. Rebecca Kubica.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to waive the installation fees of Handicapped Parking Signs (Permit Number 17218) to be erected for Rebecca Kubica, 3541 West Montrose Avenue.

*Raffle License Fees.**Saint Thecla School.*

Ordered, That the Director of the City Department of Revenue waive the raffle license fees for Saint Thecla School, 6323 North Newcastle Avenue, for their raffle tickets which will take place from December, 1999 to June, 2000.

Women's Auxiliary Of Saint Mary Of Nazareth Hospital Center.

Ordered, That the Director of the City Department of Revenue waive the special event Raffle License fee in the amount of \$100.00 for the Women's Auxiliary of St. Mary of Nazareth Hospital Center for a raffle to be conducted on the property located at 1460 West Superior, for the period beginning November 16, 1999 and ending on November 15, 2000.

EXEMPTION OF AILBE ASSISTED HOUSING CORPORATION
FROM PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR YEAR ENDING
SEPTEMBER 28, 2000.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Dixon (8th Ward) exempting Ailbe Assisted Housing Corporation from payment of all city permit, license and inspection fees for the year ending September 28, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding the ordinances of the City of Chicago to the contrary, to Ailbe Assisted Housing Corporation, a not-for-profit Illinois corporation, related to erection and maintenance of building(s) located at 9101 -- 9103 South Harper Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Ailbe Assisted Housing Corporation, a not-for-profit Illinois corporation, also doing business engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Ailbe Assisted Housing Corporation, shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond September 28, 2000.

EXEMPTION OF CHICAGO HOUSING AUTHORITY FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES FOR
YEAR ENDING DECEMBER 31, 1999.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Balcer (11th Ward) exempting Chicago Housing Authority from payment of all city permit, license and inspection fees for the year ending December 31, 1999 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Housing Authority for the premises known as Bridgeport Homes, 3175 South Lituana Avenue and Wentworth Gardens, 3770 South Wentworth Avenue.

Said building and all appurtenances thereto shall be used exclusively for not-for-profit 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Chicago Housing Authority, a not-for-profit Illinois municipal corporation, located at 626 West Jackson Boulevard shall be exempt from the payment of the city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. The Chicago Housing Authority shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond December 31, 1999.

EXEMPTION OF HOLY CROSS HOSPITAL FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING NOVEMBER 15, 2000.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Thomas (15th Ward) exempting Holy Cross Hospital from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Holy Cross Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 2701 West 68th Street.

Said building and all appurtenances thereto shall be used exclusively for not-for-profit 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Holy Cross Hospital, a not-for-profit Illinois corporation, located at 2701 West 68th Street, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Holy Cross Hospital shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2000.

EXEMPTION OF JACKSON PARK HOSPITAL FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING FEBRUARY 15, 2001.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Dixon (8th Ward) exempting Jackson Park Hospital from payment of all city permit, license and inspection fees for the year ending February 15, 2001 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Jackson Park Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at various locations (see attached Exhibit A).

Said building and all appurtenances thereto shall be used exclusively for not-for-profit 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Jackson Park Hospital, a not-for-profit Illinois corporation, located at 7531 South Stony Island Avenue, engaged in medical, educational and related activities shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. The Jackson Park Hospital shall be entitled to a refund of city fees which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force upon its passage and due publication for the period beginning February 16, 2000 and ending February 15, 2001.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Jackson Park Hospital Property Addresses.

7501 -- 7509 South Stony Island Avenue

7515 South Stony Island Avenue

7525 South Stony Island Avenue

7601 South Stony Island Avenue

7643 -- 7659 South Stony Island Avenue

7504 -- 7508 South Cornell Avenue

7514 -- 7522 South Cornell Avenue

7526 --7544 South Cornell Avenue

7515 --7519 South Cornell Avenue

7513 South Cornell Avenue

7525 South Cornell Avenue

7527 South Cornell Avenue

7529 South Cornell Avenue

7533 South Cornell Avenue

7535 South Cornell Avenue

7541 South Cornell Avenue

7555 --7559 South Cornell Avenue

7512 South East End Avenue

7516 South East End Avenue

7643 -- 7659 South Stony Island Avenue

1605 --1609 East 75th Street

1615 -- 1627 East 75th Street

1647 -- 1653 East 75th Street

EXEMPTION OF NORWEGIAN AMERICAN HOSPITAL FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING NOVEMBER 15, 2000.
(1044 North Francisco Avenue)

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Granato (1st Ward) exempting Norwegian American Hospital from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to Norwegian American Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 1044 North Mozart Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Norwegian American Hospital, a not-for-profit Illinois corporation located at 1044 Francisco Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Norwegian American Hospital, shall be entitled to a refund of city fees that it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2000.

EXEMPTION OF NORWEGIAN AMERICAN HOSPITAL FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING NOVEMBER 15, 2000.
(1044 North Mozart Street)

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Granato (1st Ward) exempting Norwegian American Hospital from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to Norwegian American Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 1044 North Mozart Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Norwegian American Hospital, a not-for-profit Illinois corporation located at 1044 Francisco Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Norwegian American Hospital, shall be entitled to a refund of city fees that it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2000.

EXEMPTION OF NORWEGIAN HOSPITAL FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION
FEES FOR YEAR ENDING NOVEMBER 15, 2000.
(1029 North Sacramento Avenue)

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Granato (1st Ward) exempting Norwegian American Hospital from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVillie, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to Norwegian American Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 1029 North Sacramento Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Norwegian American Hospital, a not-for-profit Illinois corporation located at 1044 North Francisco Avenue, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Norwegian American Hospital, shall be entitled to a refund of city fees that it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2000.

EXEMPTION OF OLD TOWN SCHOOL OF FOLK MUSIC FROM
PAYMENT OF ALL CITY PERMIT, LICENSE AND INSPECTION
FEES FOR YEAR ENDING NOVEMBER 15, 2000.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47th Ward) exempting Old Town School of Folk Music from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, the Commissioner of Transportation, the Commissioner of Streets and

Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to Old Town School of Folk Music, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 4544 North Lincoln Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Old Town School of Folk Music, a not-for-profit Illinois corporation located at 4544 North Lincoln Avenue, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Old Town School of Folk Music, shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from November 16, 1999 and ending November 15, 2000.

EXEMPTION OF SAINT BERNARD HOSPITAL AND HEALTH
CENTER FROM PAYMENT OF ALL CITY PERMIT,
LICENSE AND INSPECTION FEES FOR YEAR
ENDING NOVEMBER 15, 2000.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Troutman (20th Ward) exempting Saint Bernard Hospital and Health Center from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to Saint Bernard Hospital and Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 326 West 64th Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Bernard Hospital and Health Center, a not-for-profit Illinois corporation, located at 326 West 64th Street, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Saint Bernard Hospital and Health Center shall be entitled to a refund of city fees that it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2000.

EXEMPTION OF SAINT ELIZABETH'S HOSPITAL FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING NOVEMBER 15, 2000.
(8608 West Catalpa Avenue, Suite 802)

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Doherty (41st Ward) exempting Saint Elizabeth's Hospital from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Sewer, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Elizabeth's Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 8608 West Catalpa Avenue, Suite 802.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Elizabeth's Hospital, a not-for-profit Illinois corporation, located at 8608 West Catalpa Avenue, Suite 802, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Saint Elizabeth's Hospital shall be entitled to a refund of city fees that it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2000.

EXEMPTION OF SAINT ELIZABETH'S HOSPITAL FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING NOVEMBER 15, 2000.
(1431 North Claremont Avenue)

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Ocasio (26th Ward) exempting Saint Elizabeth's Hospital from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Elizabeth's Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 1431 North Claremont Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Elizabeth's Hospital, a not-for-profit Illinois corporation, located at 1431 North Claremont Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Saint Elizabeth's Hospital shall be entitled to a refund of city fees that it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2000.

EXEMPTION OF SAINT MARY OF NAZARETH HOSPITAL CENTER
FROM PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR YEAR ENDING
NOVEMBER 15, 2000.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Matlak (32nd Ward) exempting Saint Mary of Nazareth Hospital from payment of all city permit, license and inspection fees for the year ending November 15, 2000 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Mary of Nazareth Hospital Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 2233 West Division Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Mary of Nazareth Hospital Center, a not-for-profit Illinois corporation, located at 2233 West Division Street, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Saint Mary of Nazareth Hospital Center shall be entitled to a refund of city fees that it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2000.

AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT
PERMITS AND LICENSES TO PARTICIPANTS IN
EDISON PARK TURKEY TROT.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Doherty (41st Ward) authorizing the issuance of special event licenses and permits, free of charge, to participants and applicants in the Edison Park Turkey Trot, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Streets and Sanitation, the Commissioner of Transportation and the Director of Revenue are

hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Edison Park (all festival participants and applicants) for the Edison Park Turkey Trot to be held November 25, 1999 on the premises known as 6754 North Northwest Highway.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

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

CONSIDERATION FOR WAIVER OF CUT-OFF FEES
FOR NEW JOY DIVINE CHURCH.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the waiver of cut-off fees for New Joy Divine Church, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute 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.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Sewers and the Commissioner of Water are hereby authorized and directed to give consideration to waive the cut-off fee in the amount of \$1,860.00 in connection with the demolition of the property located at 7653 South Halsted Street (Permanent Index Number 20-28-307-011), on behalf of New Joy Divine Church.

AUTHORIZATION FOR CANCELLATION OF WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders and substitute order for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the

same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute 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.

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

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is 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
Boys and Girls Clubs of Chicago/ Robert R. McCormick Club 4835 North Sheridan Road	D1-303938 (Sign)	\$ 22.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	P1-302717 (Fuel Burn. Equip.)	\$156.00
Copernicus Foundation 5216 West Lawrence Avenue	B3-901539 (Pub. Place of Assemb.)	60.00
	B3-901540 (Pub. Place of Assemb.)	60.00
	B3-901541 (Pub. Place of Assemb.)	60.00
Ezzard Charles Day Care Center (various locations)	D1-903082 (Sign)	71.00
	F4-905277 (Mech. Vent.)	40.00
	F4-906274 (Mech. Vent.)	40.00
Lutheran School of Theology 1100 East 55 th Street	B1-903936 (Building)	80.00
North Park College (various locations)	B1-803180 (Building)	40.00
	B1-803976 (Building)	40.00
	B1-805110 (Building)	60.00
	B1-809648 (Building)	40.00

11/3/99

REPORTS OF COMMITTEES

13695

Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-809664 (Building)	\$ 80.00
	B1-809665 (Building)	60.00
	B1-901070 (Building)	60.00
	B1-902962 (Building)	40.00
	B1-902975 (Building)	40.00
	B3-805225 (Pub. Place of Assemb.)	60.00
	B3-805302 (Pub. Place of Assemb.)	60.00
	B3-805303 (Pub. Place of Assemb.)	60.00
	B3-901749 (Pub. Place of Assemb.)	60.00
	B3-902017 (Pub. Place of Assemb.)	60.00
	B3-902018 (Pub. Place of Assemb.)	60.00
	P1-800836 (Fuel Burn. Equip.)	45.00
Second Mount Calvary Church 7401 South Western Avenue	D1-906895 (Sign)	63.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Vivekananda Vedanta Society 5419 South Hyde Park Boulevard	B1-903019 (Building)	\$ 80.00
Washington and Jane Smith Home (various locations)	P1-901883 (Fuel Burn Equip.)	115.00
	P1-901943 (Fuel Burn. Equip.)	1,620.00

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
 POLICE EMPLOYED BY SAINT JOHN
 DE LA SALLE PARISH.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Beale (9th Ward) authorizing the reduction in license fees for the employment of special police at Saint John De LaSalle Parish, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-340-050 of the Municipal Code of Chicago, the following charitable institution employs seven (7) special police and shall pay a fee of Ten and no/100 Dollars (\$10.00) per license for the year 1999:

St. John De LaSalle Parish
10205 South Dr. Martin Luther King, Jr. Drive.

SECTION 2. This ordinance shall take effect upon its passage and publication.

CONSIDERATION FOR INSTALLATION OF STREETLIGHTS
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Member of the City Council:

Your Committee on Finance, having had under consideration four orders authorizing the installation of streetlights at specified locations having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed orders 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.

On motion of Alderman Burke, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said orders as passed read as follows (the italic heading in each case not being a part of the order):

1301 -- 1311 West Ferdinand Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to consider the installation of streetlights in front of the premises located at 1301 -- 1311 West Ferdinand Street.

3858 West Ferdinand Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to consider the installation of a streetlight in front of the premises located at 3858 West Ferdinand Street.

160 East Grand Avenue.

Ordered, That the Commissioner of the Department of Streets and Sanitation, Bureau of Electricity, is hereby authorized and directed to give consideration to the installation of streetlights in the vicinity of 160 East Grand Avenue.

3703 South Maplewood Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a pole fixture and light (streetlight) on the east side of South Maplewood Avenue at 3703 south, which is approximately 25 feet south of the railroad embankment.

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING EXPENSES RENDERED CERTAIN
INJURED MEMBERS OF POLICE AND
FIRE DEPARTMENT.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *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.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 13702 through
13719 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or 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 damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending 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 Number 100.9112.937:

[Third party orders printed on pages 13720
through 13724 of this Journal.]

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABUZANAT	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/19/99	480.51
ACEVEDO	POLICE OFFICER	RECRUIT TRAINING	8/19/99	552.05
ADREANI	POLICE OFFICER	THIRTEENTH DISTRICT	8/26/99	404.08
AFANEH	POLICE OFFICER	EIGHTH DISTRICT	8/22/99	526.64
AGUINAGA	POLICE OFFICER	FOURTH DISTRICT	10/30/98	203.00
AGUINAGA	POLICE OFFICER	ELEVENTH DISTRICT	4/01/99	284.62
AIKEN JR.	POLICE OFFICER	RECRUIT TRAINING	4/23/99	701.00
AKERSON	POLICE OFFICER	ELEVENTH DISTRICT	7/16/97	1461.50
ALAGNA	POLICE OFFICER	NINTH DISTRICT	1/08/99	324.52
ALAGNA	POLICE OFFICER	NINTH DISTRICT	4/14/99	240.30
ALBARRAN	POLICE OFFICER	FOURTEENTH DISTRICT	4/25/99	472.00
ALBERTS	POLICE OFFICER	NINETEENTH DISTRICT	2/15/99	108.00
ALEXANDER	POLICE OFFICER	FOURTH DISTRICT	11/28/98	289.00
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	8/09/98	280.00
ALLEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/31/99	12.00
ALMDALE	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/99	158.00
ALMDALE	POLICE OFFICER	FIFTEENTH DISTRICT	8/26/99	1094.30
ALVARADO	POLICE OFFICER	FOURTEENTH DISTRICT	1/27/99	1342.00
AMEZAGA	POLICE OFFICER	THIRTEENTH DISTRICT	1/26/99	213.35
ANDERSON	POLICE OFFICER	FOURTH DISTRICT	8/22/99	145.00
ANDRUZZI	POLICE OFFICER	NINETEENTH DISTRICT	8/16/98	3762.00
ANGSTEN	POLICE OFFICER	FOURTEENTH DISTRICT	1/29/99	1892.00
ANTHONY	POLICE OFFICER	SIXTH DISTRICT	11/23/98	169.00
ANTOL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/05/99	223.00
ARDITO	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/08/99	40.00
ARMSTRONG	POLICE OFFICER	THIRD DISTRICT	8/25/99	135.00
ARROYO	POLICE OFFICER	TENTH DISTRICT	12/21/98	38.00
ARROYO	POLICE OFFICER	TENTH DISTRICT	4/17/99	136.12
AUGUSTE	POLICE OFFICER	FIFTEENTH DISTRICT	9/24/98	42.00
AUGUSTE	POLICE OFFICER	FIFTEENTH DISTRICT	4/07/99	1486.50
AUGUSTYN	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	11/03/98	3624.20
AYLWARD	POLICE OFFICER	RECRUIT TRAINING	8/02/99	915.90
BALUK	POLICE OFFICER	FIFTEENTH DISTRICT	3/27/99	524.83
BANKS	POLICE OFFICER	SECOND DISTRICT	12/09/98	387.00
BANKS	POLICE OFFICER	ELEVENTH DISTRICT	11/11/98	557.97
BANKS	POLICE OFFICER	FIFTEENTH DISTRICT	8/21/99	1135.50
BARCLAY	POLICE OFFICER	SEVENTH DISTRICT	8/09/99	895.28
BARNES	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/99	1930.00
BEASLEY	POLICE OFFICER	TWELFTH DISTRICT	7/28/98	82.00
BECVAR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/19/98	300.00
BELL	POLICE OFFICER	FIFTH DISTRICT	4/10/99	173.00
BELL	POLICE OFFICER	SECOND DISTRICT	8/19/98	265.00
BELTRAN	POLICE OFFICER	FIFTEENTH DISTRICT	4/17/99	288.90
BENNETT	POLICE OFFICER	SEVENTH DISTRICT	10/26/97	161.00
BENNETT	POLICE OFFICER	YOUTH DIVISION AREA FIVE	12/20/98	8.74
BERKHEISER	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	2/01/99	500.00
BERNATH	POLICE OFFICER	FOURTEENTH DISTRICT	11/01/98	272.00
BERRY	POLICE OFFICER	THIRD DISTRICT	4/25/99	381.00
BIELFELDT	POLICE OFFICER	FOURTEENTH DISTRICT	8/17/99	242.90

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DAVID P BIRD	POLICE OFFICER	NINTH DISTRICT	8/07/99	42.00
MARGARET BIRKENMAYER	POLICE OFFICER	THIRTEENTH DISTRICT	2/15/99	531.30
JULIO J BIZARRO	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/21/99	815.29
DUANE T BLACKMAN	POLICE OFFICER	SECOND DISTRICT	6/21/99	306.00
MAE BODIE-PEALS	POLICE OFFICER	FIFTEENTH DISTRICT	10/16/98	102.67
BOGGAN	POLICE OFFICER	LEVENTH DISTRICT	12/14/98	1598.50
KIMBERLY L BOLLER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/25/99	302.00
ANDREW BORKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	11/26/97	497.00
BOWERY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/14/98	44.00
BOYLE-MIKRUT	POLICE OFFICER	EIGHTH DISTRICT	4/19/99	140.00
BRADLEY	POLICE OFFICER	THIRD DISTRICT	4/22/99	376.00
BRANDSTETTER	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/99	340.36
BRATTON	POLICE OFFICER	FOURTH DISTRICT	3/19/99	340.51
BRIGGS	POLICE OFFICER	ELEVENTH DISTRICT	1/14/99	416.25
BRIGHT	POLICE OFFICER	SEVENTH DISTRICT	12/24/98	20.00
BRONSKI	POLICE OFFICER	EIGHTH DISTRICT	3/26/99	2046.92
BROOKS	POLICE OFFICER	THIRD DISTRICT	10/19/98	768.00
BROWN	POLICE OFFICER	THIRD DISTRICT	3/07/99	139.00
BROWN	POLICE OFFICER	ELEVENTH DISTRICT	3/11/99	238.00
BRYJA	POLICE OFFICER	EIGHTH DISTRICT	9/14/98	27.00
BUCKLEY	POLICE OFFICER	ELEVENTH DISTRICT	8/08/99	276.00
BUFFORD-FARRIS-FISHER	POLICE OFFICER	FOURTH DISTRICT	3/29/99	174.00
BURGOS	POLICE OFFICER	SEVENTH DISTRICT	12/31/98	108.00
BURGOS	POLICE OFFICER	FIFTEENTH DISTRICT	1/15/99	345.46
BURKE	POLICE OFFICER	RECRUIT TRAINING	8/24/99	218.80
BURNS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/28/97	1294.34
BURNS	POLICE OFFICER	EIGHTH DISTRICT	1/28/99	140.00
BURNS	POLICE OFFICER	EIGHTEENTH DISTRICT	3/15/99	91.00
BUTZEN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/09/98	886.80
CACERES	POLICE OFFICER	FOURTEENTH DISTRICT	5/31/98	96.00
CACIOPPO	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/99	878.00
CADICHON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/05/99	907.00
CALATAYUD	POLICE OFFICER	RECRUIT TRAINING	4/14/99	140.00
CALDBECK	POLICE OFFICER	FOURTH DISTRICT	3/06/99	335.00
CALDERON	POLICE OFFICER	EIGHTEENTH DISTRICT	2/04/99	316.56
CALHOUN	POLICE OFFICER	NARCOTICS SECTION	8/15/99	424.55
CALIXTO	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/17/99	250.00
CALLAGHAN	POLICE OFFICER	THIRTEENTH DISTRICT	4/11/99	148.50
CALLAHAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/16/99	12.07
CALVINO	POLICE OFFICER	FOURTH DISTRICT	4/24/99	137.50
CAMPBELL	POLICE OFFICER	TENTH DISTRICT	3/03/99	325.62
CARRILLO	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/20/99	300.00
CARROLL	POLICE OFFICER	RECRUIT TRAINING	4/15/99	155.00
CARSTEN	POLICE OFFICER	FIFTH DISTRICT	8/15/99	271.00
CASE	POLICE OFFICER	THIRD DISTRICT	4/18/99	131.00
CASTRO	POLICE OFFICER	TWENTIETH DISTRICT	7/22/99	227.19
CASTRO-SHEERAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/24/99	355.95
	POLICE OFFICER	FOURTEENTH DISTRICT	5/27/98	33.00
	POLICE OFFICER	YOUTH DIVISION AREA TWO	3/17/99	15.05

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 11/03/99
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
CATANZARA	POLICE OFFICER	EIGHTH DISTRICT	8/26/99	135.77
CAUDILLO	POLICE OFFICER	TENTH DISTRICT	3/29/99	199.12
CHAN	POLICE OFFICER	EIGHTEENTH DISTRICT	8/17/99	119.36
CHAPELLO	POLICE OFFICER	SEVENTEENTH DISTRICT	7/17/99	151.90
CHARNOTA	POLICE OFFICER	FOURTEENTH DISTRICT	3/03/99	938.40
CHAUSSE	POLICE OFFICER	RECRUIT TRAINING	1/04/99	155.00
CHEMNIK	POLICE OFFICER	RECRUIT TRAINING	8/14/99	441.42
CHISHOLM	POLICE OFFICER	TWELFTH DISTRICT	3/16/99	340.10
CHRISTIAN	POLICE OFFICER	FOURTH DISTRICT	4/11/99	274.50
CICHON	POLICE OFFICER	TWENTIETH DISTRICT	5/17/98	7353.00
CIKULIN	POLICE OFFICER	FOURTH DISTRICT	11/27/98	142.00
CIRIGNANI	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	7/29/98	150.00
CLAESON	POLICE OFFICER	NINETEENTH DISTRICT	1/24/99	143.00
CLIFTON	POLICE OFFICER	ELEVENTH DISTRICT	1/18/99	1052.00
CLINKSCALE	POLICE OFFICER	FOURTH DISTRICT	1/27/98	427.00
CLUCAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/14/99	136.00
COBBINS	POLICE OFFICER	SIXTH DISTRICT	4/15/99	27.00
COLE	POLICE OFFICER	FIFTEENTH DISTRICT	9/21/98	1408.75
COLLINS	POLICE OFFICER	FIFTH DISTRICT	1/16/99	173.00
COLLINS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/13/99	153.00
COLLINS	POLICE OFFICER	FOURTH DISTRICT	4/24/99	245.50
COLLINS	POLICE OFFICER	ELEVENTH DISTRICT	3/23/99	99.00
COLTRI	POLICE OFFICER	SEVENTH DISTRICT	3/12/99	140.00
CONLAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/01/97	600.00
CONWAY	POLICE OFFICER	EIGHTH DISTRICT	1/23/99	1345.00
COOPER	POLICE OFFICER	FIFTH DISTRICT	1/08/99	69.00
COOPER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/23/99	127.00
COOPER	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/02/98	600.00
CORNELIUS	POLICE OFFICER	FIFTH DISTRICT	1/12/99	875.00
CORRAL	POLICE OFFICER	ELEVENTH DISTRICT	8/12/99	95.20
CORTESI	POLICE OFFICER	SEVENTH DISTRICT	8/14/99	83.00
COSTELLO	POLICE OFFICER	TENTH DISTRICT	1/12/99	406.32
COYLE	POLICE OFFICER	FIFTH DISTRICT	4/24/99	1125.00
COYLE	POLICE OFFICER	NINTH DISTRICT	4/24/99	504.22
COZZA	POLICE OFFICER	FOURTEENTH DISTRICT	8/02/99	351.20
CULVER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/23/99	432.00
CUMMINGS	POLICE OFFICER	THIRD DISTRICT	2/03/99	337.99
CUNNINGHAM	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	1/14/99	269.00
CUNNINGHAM	POLICE OFFICER	EIGHTH DISTRICT	4/09/99	140.00
CURRAN	POLICE OFFICER	RECRUIT TRAINING	8/06/99	363.10
CURTIS	POLICE OFFICER	SECOND DISTRICT	8/25/99	95.72
CWICK	POLICE OFFICER	FIFTEENTH DISTRICT	8/03/99	498.00
DAVENPORT	POLICE OFFICER	THIRD DISTRICT	3/07/99	1104.41
DAVEY	POLICE OFFICER	NINTH DISTRICT	1/26/99	319.00
DAVEY	POLICE OFFICER	NINTH DISTRICT	4/14/99	315.22
DAVID	POLICE OFFICER	THIRTEENTH DISTRICT	4/07/99	716.28
DAVIS	POLICE OFFICER	SEVENTH DISTRICT	1/01/99	105.00
DAVIS	POLICE OFFICER	SECOND DISTRICT	12/27/98	615.00
DAVIS	POLICE OFFICER	SIXTH DISTRICT	8/21/96	150.00

REGULAR ORDERS

11/3/99

REPORTS OF COMMITTEES

13705

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DEDO	POLICE OFFICER	RECRUIT TRAINING	12/21/98	363.00
DELGADO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/25/99	1063.37
DELGADO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/19/99	99.00
DELGADO	POLICE OFFICER	THIRTEENTH DISTRICT	11/08/98	140.00
DELIA	POLICE OFFICER	EIGHTH DISTRICT	1/31/99	158.00
DEPASS	POLICE OFFICER	THIRD DISTRICT	3/22/99	1012.00
DOBOK	POLICE OFFICER	ELEVENTH DISTRICT	4/18/99	149.00
DOJUTREK	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	1/19/99	103.00
DOLAN	POLICE OFFICER	SEVENTEENTH DISTRICT	3/10/99	28.00
DORKEN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/22/99	308.92
DOTSON	POLICE OFFICER	FOURTH DISTRICT	8/14/98	325.00
DOUGLAS	POLICE OFFICER	SECOND DISTRICT	3/08/99	546.10
DOWD	POLICE OFFICER	NINTH DISTRICT	7/06/98	82.20
DOWNES	POLICE OFFICER	FIFTH DISTRICT	6/02/98	132.00
DOYLE	POLICE OFFICER	SEVENTH DISTRICT	6/05/98	737.00
DREFS	POLICE OFFICER	TWELFTH DISTRICT	8/19/98	1146.95
DU BOISE	POLICE OFFICER	THIRD DISTRICT	5/15/98	65.00
DUARTE	POLICE OFFICER	TENTH DISTRICT	3/15/99	342.50
DUVALL	POLICE OFFICER	THIRTEENTH DISTRICT	12/22/98	140.00
DUVALL	POLICE OFFICER	THIRTEENTH DISTRICT	1/13/99	130.10
DWYER	POLICE OFFICER	NINTH DISTRICT	4/14/99	584.10
DWYER	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/99	91.00
DZIDO	POLICE OFFICER	SECOND DISTRICT	8/02/98	477.00
EBERLIN	POLICE OFFICER	ELEVENTH DISTRICT	8/11/99	406.00
EDWARDS	POLICE OFFICER	TWELFTH DISTRICT	12/30/98	185.00
EDWARDS-KEMP	POLICE OFFICER	SIXTH DISTRICT	8/22/99	324.80
EGAN	POLICE OFFICER	TENTH DISTRICT	9/09/98	474.00
EGAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/02/99	105.00
EICHMAN	POLICE OFFICER	RECRUIT TRAINING	1/20/99	1183.15
EILAND	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/09/98	102.06
ELLERSON	POLICE OFFICER	SEVENTH DISTRICT	1/21/99	6007.88
ESCHBACH	POLICE OFFICER	FOURTEENTH DISTRICT	9/28/95	1433.10
ESPINOSA	POLICE OFFICER	ELEVENTH DISTRICT	4/16/99	307.00
FALBO	POLICE OFFICER	NINETEENTH DISTRICT	11/22/98	89.00
FEDDOR	POLICE OFFICER	SIXTEENTH DISTRICT	1/05/99	555.00
FIENE	POLICE OFFICER	FOURTH DISTRICT	5/22/98	165.00
FIGUEROA	POLICE OFFICER	GANG CRIME SECTION	8/14/98	2026.30
FIGUEROA-KANE	POLICE OFFICER	SEVENTH DISTRICT	7/11/99	1293.23
FILBIN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/26/99	77.46
FINLON	POLICE OFFICER	EIGHTH DISTRICT	4/28/99	397.83
FINNEGAN	POLICE OFFICER	NINETEENTH DISTRICT	12/01/97	66.00
FISCHER	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/05/99	503.96
FISSINGER	POLICE OFFICER	SEVENTH DISTRICT	3/03/99	135.00
FLAGG	POLICE OFFICER	SEVENTH DISTRICT	12/16/98	1115.00
FLAGG	POLICE OFFICER	SEVENTH DISTRICT	8/13/99	145.52
FLECHSIG	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/22/99	153.00
FOSTER	POLICE OFFICER	FOURTEENTH DISTRICT	9/23/98	140.00
FOWLER	POLICE OFFICER	EIGHTH DISTRICT	8/04/99	906.36
FRANCIS	POLICE OFFICER	RECRUIT TRAINING	10/21/98	155.00
EDWARD	POLICE OFFICER	RECRUIT TRAINING	12/21/98	363.00
ADAM	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/25/99	1063.37
CARLOS J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/19/99	99.00
MARY L	POLICE OFFICER	THIRTEENTH DISTRICT	11/08/98	140.00
YVONNE	POLICE OFFICER	EIGHTH DISTRICT	1/31/99	158.00
STANLEY H	POLICE OFFICER	THIRD DISTRICT	3/22/99	1012.00
MIROSLAW	POLICE OFFICER	ELEVENTH DISTRICT	4/18/99	149.00
MARCIA	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	1/19/99	103.00
CHRISTINE M	POLICE OFFICER	SEVENTEENTH DISTRICT	3/10/99	28.00
DAVID E	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/22/99	308.92
LARRY L	POLICE OFFICER	FOURTH DISTRICT	8/14/98	325.00
LOLITA	POLICE OFFICER	SECOND DISTRICT	3/08/99	546.10
JOHN D	POLICE OFFICER	NINTH DISTRICT	7/06/98	82.20
THOMAS M	POLICE OFFICER	FIFTH DISTRICT	6/02/98	132.00
PATRICK	POLICE OFFICER	SEVENTH DISTRICT	6/05/98	737.00
KENNETH R	POLICE OFFICER	TWELFTH DISTRICT	8/19/98	1146.95
JOHN JR	POLICE OFFICER	THIRD DISTRICT	5/15/98	65.00
FRANCISCO	POLICE OFFICER	TENTH DISTRICT	3/15/99	342.50
DAVID E	POLICE OFFICER	THIRTEENTH DISTRICT	12/22/98	140.00
DAVID E	POLICE OFFICER	THIRTEENTH DISTRICT	1/13/99	130.10
KEVIN	POLICE OFFICER	NINTH DISTRICT	4/14/99	584.10
PATRICK T	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/99	91.00
CHRISTINA	POLICE OFFICER	SECOND DISTRICT	8/02/98	477.00
PATRICK G	POLICE OFFICER	ELEVENTH DISTRICT	8/11/99	406.00
PARIS L	POLICE OFFICER	TWELFTH DISTRICT	12/30/98	185.00
RAEANDA	POLICE OFFICER	SIXTH DISTRICT	8/22/99	324.80
MICHAEL T	POLICE OFFICER	TENTH DISTRICT	9/09/98	474.00
PATRICK W	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/02/99	105.00
CLARK W	POLICE OFFICER	RECRUIT TRAINING	1/20/99	1183.15
DAVID	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/09/98	102.06
BRENDA F	POLICE OFFICER	SEVENTH DISTRICT	1/21/99	6007.88
CARL	POLICE OFFICER	FOURTEENTH DISTRICT	9/28/95	1433.10
GILBERTO	POLICE OFFICER	ELEVENTH DISTRICT	4/16/99	307.00
ANGELO B	POLICE OFFICER	NINETEENTH DISTRICT	11/22/98	89.00
ELIZABETH J	POLICE OFFICER	SIXTEENTH DISTRICT	1/05/99	555.00
HAROLD J	POLICE OFFICER	FOURTH DISTRICT	5/22/98	165.00
GEORGE	POLICE OFFICER	GANG CRIME SECTION	8/14/98	2026.30
PATRICIA E	POLICE OFFICER	SEVENTH DISTRICT	7/11/99	1293.23
MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	8/26/99	77.46
JOEL	POLICE OFFICER	EIGHTH DISTRICT	4/28/99	397.83
KEVIN P	POLICE OFFICER	NINETEENTH DISTRICT	12/01/97	66.00
LOUIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/05/99	503.96
LESLIE J	POLICE OFFICER	SEVENTH DISTRICT	3/03/99	135.00
COREY A	POLICE OFFICER	SEVENTH DISTRICT	12/16/98	1115.00
COREY A	POLICE OFFICER	SEVENTH DISTRICT	8/13/99	145.52
MARK E	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/22/99	153.00
REGINALD E	POLICE OFFICER	FOURTEENTH DISTRICT	9/23/98	140.00
MARY JO	POLICE OFFICER	EIGHTH DISTRICT	8/04/99	906.36
JAMES J	POLICE OFFICER	RECRUIT TRAINING	10/21/98	155.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FRANCO	POLICE OFFICER	NARCOTICS SECTION	6/19/98	120.00
FRANKLIN	POLICE OFFICER	FIFTEENTH DISTRICT	10/22/98	120.00
FRANKS	POLICE OFFICER	SEVENTH DISTRICT	6/05/98	32.00
FRIGO	POLICE OFFICER	SIXTEENTH DISTRICT	1/05/88	277.00
FRONCZAK	POLICE OFFICER	SEVENTEENTH DISTRICT	7/22/99	505.36
FROST	POLICE OFFICER	THIRTEENTH DISTRICT	2/22/99	77.40
FUDA	POLICE OFFICER	TRAINING DIVISION	5/27/98	222.00
GAAL	POLICE OFFICER	SEVENTH DISTRICT	7/24/99	704.38
GABLIN	POLICE OFFICER	FOURTH DISTRICT	9/30/98	142.00
GALLEGOS	POLICE OFFICER	NINETEENTH DISTRICT	4/25/99	242.90
GALLEGOS	POLICE OFFICER	THIRD DISTRICT	8/12/98	1507.81
GALUHN	POLICE OFFICER	TENTH DISTRICT	4/17/99	193.50
GALUHN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/22/98	32.38
GAMBOA	POLICE OFFICER	SEVENTEENTH DISTRICT	1/07/99	616.01
GANNON	POLICE OFFICER	TENTH DISTRICT	1/13/99	203.17
GARAY	POLICE OFFICER	ELEVENTH DISTRICT	7/07/99	216.30
GARRITY	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/08/99	370.40
GARTNER	POLICE OFFICER	TWELFTH DISTRICT	7/24/99	208.00
GASCA	POLICE OFFICER	FIFTEENTH DISTRICT	2/17/99	21.00
GAYTAN	POLICE OFFICER	RECRUIT TRAINING	3/27/99	105.00
GAYTAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/04/99	192.00
GEORGE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/05/99	403.90
GERICK	POLICE OFFICER	SEVENTEENTH DISTRICT	3/22/99	307.00
GHUSAIN	POLICE OFFICER	FIFTEENTH DISTRICT	7/30/99	43.40
GIANGRASSO	POLICE OFFICER	THIRD DISTRICT	9/25/98	639.98
GIBBS	POLICE OFFICER	EIGHTH DISTRICT	1/25/99	1452.42
GILLESPIE	POLICE OFFICER	THIRD DISTRICT	8/05/99	335.80
GLEASON	POLICE OFFICER	EIGHTH DISTRICT	2/21/99	787.99
GLON	POLICE OFFICER	THIRD DISTRICT	4/13/99	155.00
GOLUCKI	POLICE OFFICER	YOUTH DIVISION AREA FOUR	4/11/99	462.00
GOMEZ	POLICE OFFICER	FOURTH DISTRICT	8/20/99	199.00
GONZALES	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	2/15/99	76.35
GONZALEZ	POLICE OFFICER	FIFTEENTH DISTRICT	12/02/98	589.00
GONZALEZ	POLICE OFFICER	NARCOTICS SECTION	7/29/99	438.10
GOODNER	POLICE OFFICER	FOURTEENTH DISTRICT	9/16/97	66.25
GORMAN	POLICE OFFICER	RECRUIT TRAINING	7/10/99	374.23
GORMAN	POLICE OFFICER	TENTH DISTRICT	11/03/98	286.20
GRAFFIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/18/99	312.00
GRANTZ	POLICE OFFICER	ELEVENTH DISTRICT	4/16/99	171.00
GRAVES	POLICE OFFICER	TWELFTH DISTRICT	7/20/99	205.00
GRIFFIN-LASENBY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/06/99	204.00
GUARDI	POLICE OFFICER	NINETEENTH DISTRICT	12/05/98	500.00
GUERRA	POLICE OFFICER	EIGHTEENTH DISTRICT	10/30/98	333.00
GUNNELL	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/31/99	85.14
GUTIERREZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/24/99	95.00
GUTTIEREZ	POLICE OFFICER	RECRUIT TRAINING	4/21/99	155.00
GVOZDENOVICH	POLICE OFFICER	TWELFTH DISTRICT	9/06/98	82.00
	POLICE OFFICER	ELEVENTH DISTRICT	12/27/98	169.00
	POLICE OFFICER	EIGHTEENTH DISTRICT	2/01/98	589.00

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VBUCHER TOTAL
HAJDU	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/05/99	105.65
HALL	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/06/99	234.00
HALPERN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/23/99	432.00
HAMPTON	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/22/99	649.84
HARNEDY	POLICE OFFICER	NINTH DISTRICT	7/25/99	156.87
HARRIS	POLICE OFFICER	FIFTH DISTRICT	8/12/98	222.00
HARRIS	POLICE OFFICER	SEVENTH DISTRICT	3/21/99	190.00
HARRIS	POLICE OFFICER	FIRST DISTRICT	12/04/98	1063.75
HARRIS	POLICE OFFICER	ELEVENTH DISTRICT	2/17/99	175.00
HARRIS	POLICE OFFICER	ELEVENTH DISTRICT	2/24/99	1237.00
HARRIS	POLICE OFFICER	SEVENTH DISTRICT	3/29/99	143.00
HART	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/10/99	404.50
HASAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/25/99	80.00
HAYNES	POLICE OFFICER	SEVENTH DISTRICT	12/05/98	779.00
HEGER	POLICE OFFICER	RECRUIT TRAINING	4/19/99	155.00
HENDERSON	POLICE OFFICER	THIRD DISTRICT	4/16/99	2243.64
HENRY	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/19/99	188.00
HENRY-PHELPS	POLICE OFFICER	UNKNOWN	3/18/97	929.00
HENSON	POLICE OFFICER	SEVENTH DISTRICT	3/06/99	337.10
HENSON	POLICE OFFICER	SEVENTH DISTRICT	8/09/99	360.22
HERMANN	POLICE OFFICER	SEVENTEENTH DISTRICT	4/02/99	726.00
HERNANDEZ	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/02/99	721.40
HERNANDEZ-REY	POLICE OFFICER	NINTH DISTRICT	7/14/98	120.00
HERNANDEZ-REY	POLICE OFFICER	NINTH DISTRICT	3/07/99	235.00
HERRERA	POLICE OFFICER	ELEVENTH DISTRICT	1/28/99	217.80
HERRERA	POLICE OFFICER	THIRTEENTH DISTRICT	10/16/98	45.00
HERRING	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	253.45
HESKIN	POLICE OFFICER	EIGHTH DISTRICT	8/06/99	126.52
HESPE	POLICE OFFICER	ELEVENTH DISTRICT	12/09/98	96.00
HESPEL	POLICE OFFICER	RECRUIT TRAINING	4/05/99	2773.92
HIGGS	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/31/99	282.00
HOGAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/13/99	427.00
HONORE	POLICE OFFICER	SIXTH DISTRICT	9/14/98	50.00
HOUSER	POLICE OFFICER	RECRUIT TRAINING	8/05/98	314.53
HOWE-BLAKE	POLICE OFFICER	SIXTEENTH DISTRICT	7/29/98	130.00
HOWLETT-WHITE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	3/15/99	92.00
HUDSON	POLICE OFFICER	SIXTH DISTRICT	8/29/99	266.12
HUERTA	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	4/06/99	425.00
HUGHES	POLICE OFFICER	ELEVENTH DISTRICT	3/04/99	1060.30
HUNTER	POLICE OFFICER	EIGHTH DISTRICT	8/04/99	265.75
IGLINSKI	POLICE OFFICER	THIRD DISTRICT	8/30/99	631.50
IGLINSKI	POLICE OFFICER	NINTH DISTRICT	1/31/98	54.00
INSALACO	POLICE OFFICER	NINTH DISTRICT	8/29/99	140.00
IRIZARRY	POLICE OFFICER	EIGHTH DISTRICT	4/08/99	192.00
ITHAL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/27/98	91.00
ITHAL	POLICE OFFICER	SEVENTH DISTRICT	12/30/98	27.00
JACKSON	POLICE OFFICER	SEVENTH DISTRICT	2/24/99	140.00
JACKSON	POLICE OFFICER	NINTH DISTRICT	11/29/98	1255.00
JACKSON	POLICE OFFICER	SIXTH DISTRICT	11/28/98	377.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JACKSON JR	POLICE OFFICER	SIXTH DISTRICT	2/01/99	875.00
JACOBS	POLICE OFFICER	NINETEENTH DISTRICT	3/11/99	60.00
JAKOB	POLICE OFFICER	SEVENTH DISTRICT	2/24/99	140.00
JANKOWSKI	POLICE OFFICER	DETECTIVE DIVISION-ADMINISTRATIVE	11/09/98	704.38
JANNICK-DORE	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/11/99	66.00
JASTRZEBSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/28/99	136.00
JIMENEZ	POLICE OFFICER	TWELFTH DISTRICT	1/26/99	1012.36
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	3/04/99	573.00
JOHNSON	POLICE OFFICER	BOMB AND ARSON SECTION	3/03/97	261.40
JOHNSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/25/99	452.00
JOHNSON-SHELBY	POLICE OFFICER	SIXTH DISTRICT	8/25/97	538.50
JOHNSON-SWAIN	POLICE OFFICER	YOUTH DIVISION AREA TWO	3/17/99	85.00
JONES	POLICE OFFICER	SEVENTH DISTRICT	7/01/99	288.44
JONES	POLICE OFFICER	SIXTH DISTRICT	1/14/99	2650.00
JONES	POLICE OFFICER	SIXTH DISTRICT	4/06/99	875.00
JONES	POLICE OFFICER	FIFTH DISTRICT	7/06/99	902.83
JONES JR	POLICE OFFICER	RECRUIT TRAINING	9/29/98	50.00
JOYNER	POLICE OFFICER	SECOND DISTRICT	7/17/99	195.91
JOYNER	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/16/98	405.00
JUREK	POLICE OFFICER	FOURTEENTH DISTRICT	3/24/99	96.00
KANE	POLICE OFFICER	FOURTH DISTRICT	4/11/99	300.50
KAPA	POLICE OFFICER	FOURTH DISTRICT	4/10/99	719.50
KARZ	POLICE OFFICER	RECRUIT TRAINING	1/06/99	92.00
KAVANAUGH	POLICE OFFICER	TENTH DISTRICT	1/01/99	66.82
KEANE-MAPLES	POLICE OFFICER	NINTH DISTRICT	7/24/99	166.00
KELLY	POLICE OFFICER	SIXTEENTH DISTRICT	12/21/97	1253.50
KIDD	POLICE OFFICER	RECRUIT TRAINING	2/21/99	869.41
KINNEY	POLICE OFFICER	TWELFTH DISTRICT	1/26/99	149.00
KINZIE	POLICE OFFICER	EIGHTH DISTRICT	3/19/99	251.00
KIRSCH	POLICE OFFICER	TWELFTH DISTRICT	12/24/98	275.00
KNAPCIK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/08/99	663.00
KORHONEN	POLICE OFFICER	FOURTEENTH DISTRICT	1/11/99	1014.00
KOS	POLICE OFFICER	TENTH DISTRICT	3/03/99	232.87
KRONKOWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	7/24/99	166.60
KUCHARSKI	POLICE OFFICER	TWELFTH DISTRICT	4/23/99	216.00
KUPIANCZYK	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/99	725.10
KUSH	POLICE OFFICER	TWELFTH DISTRICT	1/04/99	82.00
KUSSMANN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/22/98	30.00
LADUZINSKY	POLICE OFFICER	ELEVENTH DISTRICT	1/25/99	306.00
LALLY	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOUS	7/09/99	156.87
LANE	POLICE OFFICER	ELEVENTH DISTRICT	1/07/99	129.00
LANE	POLICE OFFICER	THIRD DISTRICT	7/11/99	135.00
LAPOINTE	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	4/04/99	279.59
LARK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/11/99	292.20
LARRY-ANSLEY	POLICE OFFICER	THIRD DISTRICT	2/02/99	456.84
LASCOLA	POLICE OFFICER	RECRUIT TRAINING	6/15/98	132.00
LEAL	POLICE OFFICER	NINETEENTH DISTRICT	3/17/99	108.00
LEBENSORGER	POLICE OFFICER	EIGHTH DISTRICT	12/29/98	105.00
LECODET	POLICE OFFICER	THIRTEENTH DISTRICT	12/01/98	1666.05

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

11/3/99

REPORTS OF COMMITTEES

13709

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LEVY	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	3/09/99	434.50
LEWANDOSKI	POLICE OFFICER	FOURTH DISTRICT	9/30/98	142.00
LEWIS	POLICE OFFICER	SEVENTH DISTRICT	7/11/99	223.30
LEWIS	POLICE OFFICER	FOURTH DISTRICT	3/03/99	520.50
LIGHTFORD-DRAPER	POLICE OFFICER	ELEVENTH DISTRICT	9/28/98	80.00
LOCKETT	POLICE OFFICER	FIFTH DISTRICT	10/16/98	618.50
LOCKNSOLE	POLICE OFFICER	ELEVENTH DISTRICT	12/20/98	3021.80
LOEB	POLICE OFFICER	EIGHTH DISTRICT	1/08/99	27.00
LOHMAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/24/98	1364.00
LOIACONO	POLICE OFFICER	SIXTEENTH DISTRICT	1/03/99	350.00
LOPEZ	POLICE OFFICER	RECRUIT TRAINING	12/29/98	70.59
LOPEZ	POLICE OFFICER	TENTH DISTRICT	7/08/99	42.00
LOVE	POLICE OFFICER	SIXTEENTH DISTRICT	6/09/98	32.00
LUCAS-WEBB	POLICE OFFICER	SECOND DISTRICT	8/19/98	225.00
LUDVINGSEN	POLICE OFFICER	SIXTEENTH DISTRICT	3/07/99	1460.00
LUNSFORD	POLICE OFFICER	EIGHTEENTH DISTRICT	1/29/99	360.00
LUGUE-ROSALES	POLICE OFFICER	TENTH DISTRICT	1/01/99	134.10
LYNCH-GREEN	POLICE OFFICER	TWELFTH DISTRICT	3/11/99	149.00
LYZA	POLICE OFFICER	FOURTH DISTRICT	1/08/99	851.09
MACK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/20/99	551.45
MAIDA	POLICE OFFICER	EIGHTH DISTRICT	7/21/99	611.40
MALDONADO	POLICE OFFICER	ELEVENTH DISTRICT	3/18/99	197.00
MALECKI	POLICE OFFICER	FIFTH DISTRICT	4/20/99	105.00
MALONEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/04/97	368.50
MALOY	POLICE OFFICER	RECRUIT TRAINING	2/21/99	413.50
MANNO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/08/99	514.20
MARIANOVICH	POLICE OFFICER	FIFTH DISTRICT	9/24/98	1040.00
MARTIN-WALSH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/09/98	32.00
MARTINEZ	POLICE OFFICER	FOURTH DISTRICT	4/10/99	1012.00
MARTINEZ	POLICE OFFICER	TENTH DISTRICT	4/10/99	64.35
MASALSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	10/30/98	403.00
MATA	POLICE OFFICER	TWELFTH DISTRICT	11/24/98	149.00
MATHIS	POLICE OFFICER	FIFTH DISTRICT	4/12/99	173.00
MATTIAS	POLICE OFFICER	THIRTEENTH DISTRICT	1/14/99	731.35
MATTHEWS	POLICE OFFICER	PREV. PROGRAMS & NEIGHBORHOOD	2/05/99	273.00
MATTHIS	POLICE OFFICER	EIGHTH DISTRICT	7/10/99	234.06
MATYUSKELA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/11/99	166.13
MAZUR	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERT	3/23/99	437.17
MAZUR	POLICE OFFICER	BOMB AND ARSON SECTION	3/11/99	155.00
MCCANN	POLICE OFFICER	BOMB AND ARSON SECTION	4/26/99	530.00
MCCRAY	POLICE OFFICER	SIXTH DISTRICT	10/29/98	1057.00
MCDERMOTT	POLICE OFFICER	TENTH DISTRICT	6/14/99	3104.66
MCDONOUGH	POLICE OFFICER	SEVENTEENTH DISTRICT	2/06/99	27.00
MCGOVERN	POLICE OFFICER	SEVENTEENTH DISTRICT	7/07/99	542.60
MCGOWAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/07/99	105.00
MCGREAL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/27/99	512.00
MCHUGH	POLICE OFFICER	FIFTH DISTRICT	7/12/99	134.46
MCINERNEY	POLICE OFFICER	ELEVENTH DISTRICT	6/06/99	177.00
	POLICE OFFICER	NINTH DISTRICT	7/16/99	336.00

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
MCKEEVER	POLICE OFFICER	NARCOTICS SECTION	7/25/99	448.76
MCLAIN	POLICE OFFICER	THIRTEENTH DISTRICT	8/21/97	18.37
MCPHILLIAMY	POLICE OFFICER	RECRUIT TRAINING	1/26/99	361.00
MEADOR	POLICE OFFICER	SEVENTH DISTRICT	7/11/99	121.94
MEANS	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/19/99	377.10
MEDINA	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/12/99	363.00
MENDOZA	POLICE OFFICER	TENTH DISTRICT	7/17/99	285.00
MERRIWEATHER	POLICE OFFICER	SIXTH DISTRICT	3/31/99	105.00
MIERNICZAK	POLICE OFFICER	FOURTH DISTRICT	7/20/99	139.00
MILLER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/01/99	32.00
MIRABELLI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/05/99	140.00
MIRABELLI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/18/99	105.00
MIRELES	POLICE OFFICER	THIRTEENTH DISTRICT	2/01/99	476.45
MITCHELL	POLICE OFFICER	TWENTIEETH DISTRICT	3/27/99	363.70
MIZULA	POLICE OFFICER	TWENTIEETH DISTRICT	7/17/99	327.29
MOLONEY	POLICE OFFICER	FOURTH DISTRICT	3/26/99	315.00
MONDRAGON	POLICE OFFICER	TWENTIEETH DISTRICT	7/01/99	171.50
MONEGAIN	POLICE OFFICER	FIRST DISTRICT	7/21/99	324.76
MOORE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/27/99	593.94
MOORE	POLICE OFFICER	FOURTH DISTRICT	1/24/99	389.50
MORALES	POLICE OFFICER	TWELFTH DISTRICT	9/07/98	82.20
MORALES	POLICE OFFICER	TWELFTH DISTRICT	2/27/99	180.00
MORAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/29/99	181.17
MORAN	POLICE OFFICER	SIXTEENTH DISTRICT	1/26/99	579.25
MORRIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/05/99	227.00
MORRIS	POLICE OFFICER	SIXTH DISTRICT	4/24/99	323.50
MORRISSEY	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	3/11/99	1374.50
MOSQUEDA	POLICE OFFICER	TWENTIEETH DISTRICT	3/31/99	2.00
MOYER	POLICE OFFICER	NINTH DISTRICT	7/04/99	90.00
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/96	39356.31
MULLER	POLICE OFFICER	SIXTEENTH DISTRICT	11/06/98	796.00
MUNIZ	POLICE OFFICER	ELEVENTH DISTRICT	7/05/99	224.70
MUNYON	POLICE OFFICER	NINTH DISTRICT	1/10/98	22.73
MURPHY	POLICE OFFICER	FIFTEENTH DISTRICT	11/19/98	21.00
MURPHY	POLICE OFFICER	SEVENTH DISTRICT	7/02/99	285.09
MURPHY	POLICE OFFICER	EIGHTH DISTRICT	4/04/99	140.00
MURPHY	POLICE OFFICER	EIGHTH DISTRICT	7/13/99	175.96
NAGODE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/23/99	194.00
NAKOFF	POLICE OFFICER	SECOND DISTRICT	3/19/98	10707.63
NELSON	POLICE OFFICER	FIFTEENTH DISTRICT	2/25/99	231.93
NELSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/25/99	237.65
NELSON	POLICE OFFICER	FOURTEENTH DISTRICT	6/06/98	45.00
NETTERVILLE	POLICE OFFICER	THIRD DISTRICT	2/06/99	533.99
NEVERS	POLICE OFFICER	NINETEENTH DISTRICT	3/10/99	86.00
NEWCOM	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/22/98	50.00
NICKLES	POLICE OFFICER	EIGHTEENTH DISTRICT	5/01/98	49.00
NIX	POLICE OFFICER	SEVENTH DISTRICT	4/05/99	128.00
NODAL	POLICE OFFICER	TWELFTH DISTRICT	1/23/99	273.00
NOLAN	POLICE OFFICER	AUTO THEFT SECTION	11/15/98	45.00

11/3/99

REPORTS OF COMMITTEES

13711

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 11/03/99
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
NORWOOD-BROWN	POLICE OFFICER	SIXTH DISTRICT	7/19/99	940.84
NOWAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	995.54
NOWAK-FOLEY	POLICE OFFICER	FIFTEENTH DISTRICT	1/21/99	155.00
NUNEZ-NAGLE	POLICE OFFICER	SEVENTEENTH DISTRICT	12/10/96	20.00
OATS	POLICE OFFICER	SEVENTH DISTRICT	2/26/99	108.00
OBRIEN	POLICE OFFICER	THIRTEENTH DISTRICT	2/09/99	448.10
OCALLAGHAN	POLICE OFFICER	EIGHTEENTH DISTRICT	10/06/98	33.00
OCHOA	POLICE OFFICER	SEVENTH DISTRICT	7/24/97	132.00
OCONNOR	POLICE OFFICER	THIRTEENTH DISTRICT	2/20/99	619.55
OCONNOR	POLICE OFFICER	TWELFTH DISTRICT	4/04/99	180.00
OCONNOR	POLICE OFFICER	NINTH DISTRICT	3/08/99	527.00
ODONNELL	POLICE OFFICER	NINETEENTH DISTRICT	1/16/97	250.00
ODONNELL	POLICE OFFICER	NINETEENTH DISTRICT	7/17/99	146.00
ODONNELL	POLICE OFFICER	NINTH DISTRICT	4/02/99	875.20
ODONNELL	POLICE OFFICER	SEVENTH DISTRICT	6/29/98	490.27
OHARA	POLICE OFFICER	NINTH DISTRICT	4/20/99	351.57
OLIVER	POLICE OFFICER	RECRUIT TRAINING	5/30/99	142.34
OLIVER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/11/98	59.00
OLSEN	POLICE OFFICER	TENTH DISTRICT	1/11/98	33.00
OLSEN	POLICE OFFICER	TENTH DISTRICT	1/26/99	172.80
OLSON	POLICE OFFICER	FOURTH DISTRICT	9/26/97	125.00
OMACHI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/25/99	389.50
OMURO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/10/99	580.00
ONTIVEROS	POLICE OFFICER	TWENTIETH DISTRICT	4/05/99	1601.54
ORTIZ	POLICE OFFICER	FOURTEENTH DISTRICT	2/19/99	484.00
ORTIZ	POLICE OFFICER	EIGHTEENTH DISTRICT	4/10/99	919.00
OSHAUGHNESSY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/18/99	350.00
OSHEA	POLICE OFFICER	SEVENTH DISTRICT	1/01/99	140.00
OTTO	POLICE OFFICER	ELEVENTH DISTRICT	7/23/99	98.70
OUTLAW	POLICE OFFICER	FIFTH DISTRICT	7/09/99	273.87
PAKULA	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/14/99	893.39
PALUCH	POLICE OFFICER	NINTH DISTRICT	5/29/98	23.00
PALUCH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/07/99	99.54
PAPPONE	POLICE OFFICER	TENTH DISTRICT	1/07/99	64.35
PARR	POLICE OFFICER	SECOND DISTRICT	10/31/98	145.00
PASSAMENIT	POLICE OFFICER	FOURTH DISTRICT	10/08/98	142.00
PATE	POLICE OFFICER	SECOND DISTRICT	3/27/99	582.00
PATNETT	POLICE OFFICER	FOURTEENTH DISTRICT	9/23/98	140.00
PATNETT	POLICE OFFICER	FOURTEENTH DISTRICT	2/16/99	366.10
PAYTON	POLICE OFFICER	SIXTEENTH DISTRICT	11/24/98	941.00
PEETE	POLICE OFFICER	ELEVENTH DISTRICT	4/28/99	99.00
PEMBERTON	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	1/09/98	342.00
PENA	POLICE OFFICER	TENTH DISTRICT	7/13/99	375.00
PENNY	POLICE OFFICER	SIXTH DISTRICT	1/10/99	864.00
PEREZ	POLICE OFFICER	FOURTEENTH DISTRICT	5/09/99	284.00
PEREZ	POLICE OFFICER	TENTH DISTRICT	3/02/99	126.22
PEREZ-SORIA	POLICE OFFICER	FOURTEENTH DISTRICT	8/18/97	189.00
PEREZ-SORIA	POLICE OFFICER	ELEVENTH DISTRICT	8/31/98	825.00
PERKOVICH	POLICE OFFICER	ELEVENTH DISTRICT	2/13/99	62.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 11/03/99
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PET	POLICE OFFICER	SEVENTEENTH DISTRICT	3/04/99	125.00
PETTIGREW	POLICE OFFICER	RECRUIT TRAINING	6/21/98	77.06
PETTRY	POLICE OFFICER	THIRTEENTH DISTRICT	8/06/98	140.00
PHILLIPS	POLICE OFFICER	SECOND DISTRICT	3/21/99	579.00
PHILLIPS	POLICE OFFICER	SEVENTH DISTRICT	2/07/99	201.00
PIERSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/30/95	4973.33
PIERSON	POLICE OFFICER	FOURTH DISTRICT	7/12/99	241.47
PIETRYLA	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	7/07/99	239.00
PIKULA	POLICE OFFICER	SEVENTH DISTRICT	2/17/99	155.00
PINAL	POLICE OFFICER	TENTH DISTRICT	4/14/99	470.25
PITROWSKI	POLICE OFFICER	ELEVENTH DISTRICT	1/30/97	1751.97
PITTMAN	POLICE OFFICER	RECRUIT TRAINING	6/03/98	88.00
PLACHNO	POLICE OFFICER	TWENTIETH DISTRICT	7/14/98	210.00
PLOTKE JR	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/05/98	93.00
PONNE	POLICE OFFICER	TWELFTH DISTRICT	4/29/99	242.20
PORTER	POLICE OFFICER	FIFTH DISTRICT	9/22/98	145.00
POWELL	POLICE OFFICER	CENTRAL DETENTION SECTION	11/07/97	825.00
PRENKOWSKI	POLICE OFFICER	SEVENTH DISTRICT	12/31/98	120.00
PRESTON	POLICE OFFICER	SECOND DISTRICT	12/14/98	379.00
PRICE	POLICE OFFICER	SEVENTH DISTRICT	9/23/98	298.50
PRUGER	POLICE OFFICER	TENTH DISTRICT	1/10/99	111.60
PYFERDEN	POLICE OFFICER	SEVENTEENTH DISTRICT	7/11/99	411.70
QUINN	POLICE OFFICER	SEVENTH DISTRICT	12/23/98	216.00
QUINN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/11/99	292.20
QUINN	POLICE OFFICER	EIGHTH DISTRICT	2/15/99	351.00
RADEK	POLICE OFFICER	RECRUIT TRAINING	2/03/99	155.00
RAMAGLIA	POLICE OFFICER	TENTH DISTRICT	4/23/99	213.30
RAMIREZ	POLICE OFFICER	TENTH DISTRICT	4/28/99	327.15
RAMOS	POLICE OFFICER	SEVENTEENTH DISTRICT	7/27/99	285.00
RAPA	POLICE OFFICER	FIFTEENTH DISTRICT	6/05/98	23.00
RASCHKE	POLICE OFFICER	ELEVENTH DISTRICT	7/07/99	263.00
REGNIER	POLICE OFFICER	THIRTEENTH DISTRICT	11/25/98	522.00
RENNER	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	2/26/99	91.00
RENO	POLICE OFFICER	FIFTH DISTRICT	7/09/99	408.23
RESA	POLICE OFFICER	FOURTH DISTRICT	11/13/98	142.00
RESCHKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/29/99	26.00
RESPONDI	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/18/98	341.00
REYES	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/26/98	174.00
RICE	POLICE OFFICER	VICE CONTROL SECTION	8/30/93	107.62
RINALDI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/20/99	31.00
ROBERSON	POLICE OFFICER	SECOND DISTRICT	6/19/98	128.00
ROBERSON	POLICE OFFICER	SECOND DISTRICT	4/17/99	512.00
ROBINSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/12/99	1400.00
ROBINSON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	11/11/97	1028.56
ROBINSON	POLICE OFFICER	SEVENTH DISTRICT	9/12/97	73.53
RODGERS	POLICE OFFICER	FIFTH DISTRICT	6/06/98	46.00
RODRIGUEZ	POLICE OFFICER	SECOND DISTRICT	7/03/98	709.00
RODRIGUEZ	POLICE OFFICER	TWELFTH DISTRICT	3/31/99	149.00
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	7/26/98	33.00

REGULAR ORDERS

11/3/99

REPORTS OF COMMITTEES

13713

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RODRIGUEZ	POLICE OFFICER	SEVENTH DISTRICT	2/07/99	590.00
RODRIGUEZ	POLICE OFFICER	THIRTEENTH DISTRICT	11/29/98	95.00
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	1/25/99	123.75
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	3/19/99	257.57
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	6/29/98	1511.52
RODRIGUEZ	POLICE OFFICER	THIRTEENTH DISTRICT	11/28/98	140.00
ROJAS	POLICE OFFICER	FOURTEENTH DISTRICT	2/08/99	96.00
ROLDAN-GALVEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/25/97	70.00
ROLLINS	POLICE OFFICER	SIXTH DISTRICT	9/20/97	270.00
ROMAN	POLICE OFFICER	TENTH DISTRICT	3/31/98	38.00
ROME	POLICE OFFICER	RECRUIT TRAINING	12/30/98	6398.73
RUBING	POLICE OFFICER	THIRTEENTH DISTRICT	1/21/99	308.00
RUCKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/17/99	791.00
RUEHLMANN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/23/99	127.00
RUIZ	POLICE OFFICER	ELEVENTH DISTRICT	7/08/99	187.48
RUIZ	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/30/99	737.10
RYAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/10/98	308.00
SANCHEZ	POLICE OFFICER	FOURTEENTH DISTRICT	7/22/98	115.00
SANTIAGO	POLICE OFFICER	EIGHTEENTH DISTRICT	3/14/99	33.00
SARLO	POLICE OFFICER	EIGHTEENTH DISTRICT	12/23/98	44.00
SAWYER	POLICE OFFICER	SEVENTEENTH DISTRICT	7/07/99	83.30
SCAFIDI	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/99	44.00
SCALI	POLICE OFFICER	NINETEENTH DISTRICT	7/02/98	66.00
SCANLAN	POLICE OFFICER	THIRTEENTH DISTRICT	1/09/99	824.00
SCHAEFFER	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	9/10/92	704.20
SCHAFF	POLICE OFFICER	TENTH DISTRICT	7/27/99	79.00
SCHMITZ	POLICE OFFICER	RECRUIT TRAINING	1/01/99	258.52
SCHNEIDER-RICE	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/16/99	553.00
SCHULTES	POLICE OFFICER	NINETEENTH DISTRICT	7/09/99	165.00
SCHULTZ	POLICE OFFICER	THIRTEENTH DISTRICT	3/15/99	239.45
SEHR	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	2/02/99	195.00
SERAFINI	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/16/99	103.95
SHANAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/24/99	721.70
SHANKS	POLICE OFFICER	SIXTH DISTRICT	1/29/99	585.00
SHANKS	POLICE OFFICER	SIXTH DISTRICT	7/14/99	551.28
SHAW	POLICE OFFICER	FOURTH DISTRICT	2/21/98	167.50
SHAW	POLICE OFFICER	EIGHTEENTH DISTRICT	6/11/98	2398.50
SHEEHAN	POLICE OFFICER	THIRTEENTH DISTRICT	4/29/99	451.30
SHELESNY	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/98	145.00
SHERRY	POLICE OFFICER	ELEVENTH DISTRICT	7/01/99	906.30
SILVA	POLICE OFFICER	SEVENTH DISTRICT	9/11/98	155.00
SIMMONS	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/26/99	73.12
SIUDUT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/22/98	3.50
SLEEPER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/31/98	140.00
SLOYAN	POLICE OFFICER	SEVENTH DISTRICT	10/31/98	83.30
SLOYAN	POLICE OFFICER	SEVENTH DISTRICT	4/23/99	99.00
SLEDLEY	POLICE OFFICER	THIRD DISTRICT	4/06/99	105.00
SMITH	POLICE OFFICER	RECRUIT TRAINING	1/13/99	954.00
SMITH	POLICE OFFICER	FIFTEENTH DISTRICT	7/29/99	404.45

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 11/03/99
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SMITH	POLICE OFFICER	NINETEENTH DISTRICT	7/07/99	66.40
SNEED	POLICE OFFICER	SEVENTH DISTRICT	11/11/98	438.00
SOSNOWSKI	POLICE OFFICER	YOUTH DIVISION AREA TWO	1/14/98	125.00
SOTO	POLICE OFFICER	TENTH DISTRICT	1/19/99	318.70
SOUGHET	POLICE OFFICER	FOURTEENTH DISTRICT	1/26/99	166.00
SPAGNOLA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/23/99	749.84
SPECHT	POLICE OFFICER	FIFTH DISTRICT	3/23/99	127.00
SPREWER	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	1/14/99	456.00
SPURLOCK	POLICE OFFICER	SEVENTEENTH DISTRICT	1/25/99	6330.78
STEFANEC	POLICE OFFICER	THIRD DISTRICT	1/31/99	385.00
STEPHENS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	1/18/99	357.99
STIEBEN	POLICE OFFICER	FOURTEENTH DISTRICT	12/14/98	1017.00
STINSON	POLICE OFFICER	UNKNOWN	1/05/99	112.00
STRAZZANTE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/02/99	1166.50
SUCHOCKI	POLICE OFFICER	ELEVENTH DISTRICT	7/17/99	112.00
SUMMERSVILLE	POLICE OFFICER	SEVENTH DISTRICT	7/26/98	540.00
SUTTON	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	2/17/99	108.00
SYKES	POLICE OFFICER	SEVENTH DISTRICT	9/25/98	170.00
SZARZYNSKI	POLICE OFFICER	NINTH DISTRICT	7/24/97	471.00
SZYMANSKI	POLICE OFFICER	FIFTEENTH DISTRICT	7/09/99	178.00
TANDY	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	7/02/99	515.55
TANTILLA	POLICE OFFICER	FIFTEENTH DISTRICT	4/07/98	32.00
TANTILLA	POLICE OFFICER	EIGHTEENTH DISTRICT	11/28/98	900.00
TAYLOR	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	2/13/98	660.00
TEDDER-SAUER	POLICE OFFICER	FOURTEENTH DISTRICT	6/25/99	428.06
TERESI	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/01/98	166.00
TERRETTA	POLICE OFFICER	FIRST DISTRICT	7/16/99	79.00
THOMAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/05/99	5.00
THOMAS	POLICE OFFICER	FIFTH DISTRICT	2/24/98	303.00
THOMPSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/30/99	66.00
TIERNEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/02/98	964.94
TILLERY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/16/99	1049.10
TORRES	POLICE OFFICER	THIRTEENTH DISTRICT	2/04/99	236.30
TRACY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/12/98	25.00
TREMAINE	POLICE OFFICER	TRAINING DIVISION	10/01/98	507.30
TRIPOLI	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/25/99	959.42
TROCHE	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	4/03/99	366.00
TRUHLAR	POLICE OFFICER	ELEVENTH DISTRICT	12/09/98	96.00
TUFANO	POLICE OFFICER	FOURTEENTH DISTRICT	2/22/99	597.45
TURES	POLICE OFFICER	FOURTH DISTRICT	3/06/99	1280.00
TURNER	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	6/11/99	11.00
TURNER	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/09/99	982.00
ULRICH	POLICE OFFICER	FIFTH DISTRICT	1/05/99	123.00
VALENCIA	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/02/98	142.00
VALIENT	POLICE OFFICER	SEVENTH DISTRICT	3/25/90	356.31
VANVEGTEN	POLICE OFFICER	EIGHTH DISTRICT	1/08/97	9082.40
VARGAS	POLICE OFFICER	TENTH DISTRICT	1/07/99	1635.97
VEGA	POLICE OFFICER	TENTH DISTRICT	3/10/99	471.32
VIA	POLICE OFFICER	THIRTEENTH DISTRICT	2/21/99	140.00

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
VIA				
VITTORI	POLICE OFFICER	THIRTEENTH DISTRICT	7/31/99	422.60
VOIGHT	POLICE OFFICER	EIGHTEENTH DISTRICT	3/02/99	271.00
VUKONICH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/26/99	278.20
VULETIC	POLICE OFFICER	GANG CRIME SECTION	1/15/99	32.00
WAGNER	POLICE OFFICER	SIXTEENTH DISTRICT	1/03/99	150.00
WALKER	POLICE OFFICER	SECOND DISTRICT	3/27/99	1310.28
WALKER	POLICE OFFICER	SEVENTH DISTRICT	4/06/99	143.00
WALTHER	POLICE OFFICER	THIRD DISTRICT	1/26/99	1102.50
WARD	POLICE OFFICER	THIRTEENTH DISTRICT	8/20/98	52.30
WARD	POLICE OFFICER	ELEVENTH DISTRICT	2/27/99	233.00
WARD	POLICE OFFICER	ELEVENTH DISTRICT	12/13/98	250.00
WASZAK	POLICE OFFICER	FOURTH DISTRICT	7/23/99	613.00
WATT	POLICE OFFICER	EIGHTH DISTRICT	4/26/99	143.00
WATTS	POLICE OFFICER	SECOND DISTRICT	2/24/99	250.00
WATTS	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	2/28/99	40.00
WEBB	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/29/98	569.00
WELLS	POLICE OFFICER	FIFTH DISTRICT	3/26/99	150.00
WESSEL	POLICE OFFICER	SIXTH DISTRICT	2/19/99	1109.50
WESSELHOFF	POLICE OFFICER	TWELFTH DISTRICT	12/23/98	259.00
WESSELHOFF	POLICE OFFICER	TWELFTH DISTRICT	4/16/99	149.00
WESTON	POLICE OFFICER	EIGHTEENTH DISTRICT	4/19/98	33.00
WEXLER	POLICE OFFICER	FOURTEENTH DISTRICT	10/18/98	96.00
WHITE	POLICE OFFICER	THIRD DISTRICT	11/27/98	5996.00
WIECZOREK	POLICE OFFICER	TWELFTH DISTRICT	7/26/99	148.40
WIER	POLICE OFFICER	THIRTEENTH DISTRICT	10/15/97	33.32
WILKOSZ	POLICE OFFICER	NINTH DISTRICT	8/28/98	82.20
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	3/22/96	610.00
WILLIAMS	POLICE OFFICER	RECRUIT TRAINING	5/16/98	545.50
WILLINGHAM	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/21/99	171.00
WILLINGHAM	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/14/99	82.00
WILSON	POLICE OFFICER	SEVENTH DISTRICT	3/01/99	122.13
WILSON	POLICE OFFICER	FIFTEENTH DISTRICT	9/14/97	39.00
WILSON	POLICE OFFICER	FIFTEENTH DISTRICT	1/06/99	2577.00
WISCH	POLICE OFFICER	UNKNOWN	2/05/99	187.00
WLEZIEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/14/99	726.20
WONSOWICZ	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	12/10/97	25.00
WOODS	POLICE OFFICER	RECRUIT TRAINING	1/07/99	36.59
WOODS	POLICE OFFICER	FIFTH DISTRICT	1/07/99	166.00
WORD	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/25/99	120.00
WORTHAM	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	7/10/99	1154.00
WRIGHT	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	11/13/98	230.00
XEMTARAS	POLICE OFFICER	EIGHTEENTH DISTRICT	7/12/99	524.55
YANCEY-HAYWOOD	POLICE OFFICER	THIRD DISTRICT	2/16/99	475.00
YANCY	POLICE OFFICER	THIRD DISTRICT	4/26/99	150.00
YANCY	POLICE OFFICER	TENTH DISTRICT	7/19/96	17.39
YOUNG	POLICE OFFICER	THIRTEENTH DISTRICT	9/29/98	50.00
YRACHETA	POLICE OFFICER	THIRTEENTH DISTRICT	3/02/99	267.10
YURISICH	POLICE OFFICER	TENTH DISTRICT	3/18/99	220.55
ZABER	POLICE OFFICER	TWELFTH DISTRICT	2/10/98	6255.30

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ZAGLIFA	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/10/96	4570.00
ZAMUDIO	POLICE OFFICER	RECRUIT TRAINING	11/29/98	35.00
ZAWILA	POLICE OFFICER	ELEVENTH DISTRICT	3/07/99	497.02
ZDANYS	POLICE OFFICER	THIRD DISTRICT	4/29/99	586.00
ZIA	POLICE OFFICER	MARINE UNIT	3/26/99	298.00
AMROSE	PARAMEDIC	AMBULANCE 20	8/27/99	534.90
ANDERSON	PARAMEDIC	UNKNOWN	2/25/98	299.00
ANSELMINI	FIREFIGHTER	ENGINE COMPANY 106	4/14/99	191.00
BAILEY	CAPTAIN	TRUCK 52	2/26/96	150.57
BAILEY	FIREFIGHTER	TRUCK 60	12/27/98	149.82
BARONI-MURPHY	PARAMEDIC	AMBULANCE 13	5/05/99	511.41
BARRETT	FIREFIGHTER	UNKNOWN	5/14/99	74.00
BARRY	PARAMEDIC	AMBULANCE 12	5/17/99	2070.52
BIRMINGHAM	PARAMEDIC	AMBULANCE 31	6/23/99	361.30
BIRMINGHAM	PARAMEDIC	AMBULANCE 31	7/17/99	236.50
BOMBEN	PARAMEDIC	AMBULANCE 10	7/14/99	588.00
BONNER	LIEUTENANT	ENGINE COMPANY 129	1/28/99	13.00
BOUBEL	FIREFIGHTER	ENGINE COMPANY 65	4/14/99	45.00
BOZEMAN	FIREFIGHTER	UNKNOWN	1/05/99	428.54
BOZENDA	LIEUTENANT	ENGINE COMPANY 95	4/06/99	57.00
BRAFORD	FIREFIGHTER	ENGINE COMPANY 23	7/20/99	2277.80
BROWN	FIREFIGHTER	UNKNOWN	5/12/99	471.59
CALES	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	2520.00
CARTER	PARAMEDIC	UNKNOWN	6/18/99	523.00
CASEY	FIREFIGHTER	TRUCK 29	8/04/99	381.15
CASEY	FIREFIGHTER	TRUCK 29	4/16/99	215.59
CASTRO	FIREFIGHTER	ENGINE COMPANY 57	6/02/98	202.00
CHISESI	PARAMEDIC	AMBULANCE 13	3/25/99	48.00
CLARK	PARAMEDIC	UNKNOWN	3/29/97	5875.33
COFFEY	FIREFIGHTER	ENGINE COMPANY 88	8/27/99	869.20
COLE	FIREFIGHTER	ENGINE COMPANY 19	6/30/99	276.00
COLEMAN	FIREFIGHTER	UNKNOWN	7/29/99	332.52
COLLINS	FIREFIGHTER	TRUCK 10	8/05/99	84.90
COONLEY	PARAMEDIC	UNKNOWN	3/29/99	92.00
CORNELL	FIREFIGHTER	ENGINE COMPANY 46	11/10/98	99.00
CORNELL	FIREFIGHTER	ENGINE COMPANY 46	3/31/99	262.84
CREED	PARAMEDIC	UNKNOWN	8/28/99	106.40
CUNNINGHAM	ENGINEER	ENGINE COMPANY 95	7/25/98	4673.52
CUNNINGHAM	FIREFIGHTER	ENGINE COMPANY 45	9/05/96	415.50
DALTON	FIREFIGHTER	SQUAD 6	9/13/79	60.00
DALTON	FIREFIGHTER	TRUCK 55	5/07/98	1867.00
DARLING	FIREFIGHTER	TRUCK 41	5/10/99	1626.00
DEAN-FIRREK	FIREFIGHTER	AMBULANCE 47	3/30/99	927.00
DEGRYSE	PARAMEDIC	DISTRICT RELIEF 3	4/25/99	32.00
DELANA	LIEUTENANT	TRUCK 55	5/19/98	54.00
DEMPSEY	FIREFIGHTER	ENGINE COMPANY 38	3/31/99	1046.50
DIAZ	FIREFIGHTER	ENGINE COMPANY 18	12/01/98	149.00
DILORETO	FIREFIGHTER	ENGINE COMPANY 18	4/06/99	182.00
DISTEFANO	FIREFIGHTER	ENGINE COMPANY 8	2/10/99	962.50

11/3/99

REPORTS OF COMMITTEES

13717

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 11/03/99
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DODOVICH	FIREFIGHTER	SQUAD 2	1/13/99	65.00
DODOVICH	FIREFIGHTER	SQUAD 2	8/09/99	524.20
DORSEN	FIREFIGHTER	TRUCK 47	5/29/99	38.85
ENHELDER	LIEUTENANT	TRUCK 14	8/02/99	214.76
FARRIS	FIREFIGHTER	ENGINE COMPANY 15	7/02/99	708.00
FERNANDEZ	FIREFIGHTER	TRUCK 44	4/18/99	512.50
FITZMAURICE	PARAMEDIC	AMBULANCE 15	4/20/98	348.50
FLYNN	FIREFIGHTER	TRUCK 49	7/19/99	145.00
FLYNN	FIREFIGHTER	ENGINE COMPANY 49	4/29/99	92.00
FOX	PARAMEDIC	AMBULANCE 39	7/30/98	1077.60
FRENCH	FIREFIGHTER	TRUCK 36	5/06/99	150.00
GANSEL	FIREFIGHTER	ENGINE COMPANY 113	4/29/99	356.75
GANSEL	FIREFIGHTER	ENGINE COMPANY 113	3/15/99	412.99
GARDLEY	PARAMEDIC	AMBULANCE 15	12/08/91	80.00
GAUGHAN	FIREFIGHTER	ENGINE COMPANY 79	8/17/97	1250.00
GENOVA	PARAMEDIC	UNKNOWN	7/06/99	231.00
GIBBONS	LIEUTENANT	TRUCK 51	10/01/89	325.00
GIUFFRE	PARAMEDIC	UNKNOWN	7/10/99	387.20
GLOVER	FIREFIGHTER	TRUCK 14	8/15/99	506.76
GRASSMUCK	PARAMEDIC	AMBULANCE 36	5/10/99	2503.05
GRAVES	FIREFIGHTER	ENGINE COMPANY 120	5/10/99	35.00
GREEN	FIREFIGHTER	ENGINE COMPANY 28	5/25/99	3378.00
GREEN-BENDER	PARAMEDIC	AMBULANCE 5	1/06/98	148.00
GURDAK	ENGINEER	BATTALION 10	5/17/99	170.00
HALLORAN	FIREFIGHTER	ENGINE COMPANY 29	8/01/99	4886.60
HAMELIN	PARAMEDIC	AMBULANCE 10	4/21/99	265.00
HARKEY	FIREFIGHTER	ENGINE COMPANY 127	8/18/99	102.20
HART	PARAMEDIC	AMBULANCE 36	5/05/99	1583.60
HARTSELL	CAPTAIN	DISTRICT RELIEF 1	3/21/85	44.20
HATTER	ENGINEER	ENGINE COMPANY 121	8/25/99	279.00
HENRY	FIREFIGHTER	ENGINE COMPANY 11	8/02/99	1314.48
HENSLEY	FIREFIGHTER	ENGINE COMPANY 64	9/12/98	113.00
HIRSCH	FIREFIGHTER	TRUCK 38	7/24/99	750.21
HRE CZANY	PARAMEDIC	UNKNOWN	8/21/99	88.16
HUMPHRIES	FIREFIGHTER	ENGINE COMPANY 100	8/01/99	343.71
IVANCICH	FIREFIGHTER	ENGINE COMPANY 126	2/09/99	696.43
JAMES	FIREFIGHTER	BATTALION 11	6/29/99	992.25
JANTZ	LIEUTENANT	TRUCK 4	8/21/99	815.14
JENNINGS	LIEUTENANT	ENGINE COMPANY 116	2/01/94	1507.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 4	8/02/99	726.80
JONES	FIREFIGHTER	ENGINE COMPANY 120	7/30/99	1895.82
KACZKA	FIREFIGHTER	ENGINE COMPANY 49	4/24/99	108.00
KAIRIS	FIREFIGHTER	ENGINE COMPANY 124	4/23/99	222.60
KAPPEL	FIREFIGHTER	TRUCK 22	5/31/99	70.70
KENNEDY	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	8/05/99	267.40
KING	PARAMEDIC	AMBULANCE 5	4/26/85	556.71
KINSELLA	PARAMEDIC	AMBULANCE 44	2/17/99	145.00
KOOISTRA	CAPTAIN	DISTRICT HDQ 6	6/13/95	176.53
KRASON	PARAMEDIC	AMBULANCE 48	3/18/99	167.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	***** DATE INJURED *****	VOUCHER TOTAL
KRASON STEVEN	PARAMEDIC	AMBULANCE 48	5/09/99	78.30
KRASON STEVEN	PARAMEDIC	AMBULANCE 48	7/16/99	1354.70
KURCAB GREGORY	LIEUTENANT	ENGINE COMPANY 95	3/07/99	5829.50
LARKIN BRIAN J	FIREFIGHTER	TRUCK 20	7/11/99	99.50
LEDERER JOHN	LIEUTENANT	TRUCK 18	3/31/99	6936.50
LEGG WILLIE	FIREFIGHTER	TRUCK 49	5/16/99	90.00
LEON GABRIEL	PARAMEDIC	AMBULANCE 25	5/11/99	1433.15
LUKACS HENRY	PARAMEDIC	AMBULANCE 45	7/10/99	2231.37
LYON HOWARD W	PARAMEDIC	AMBULANCE 48	9/23/99	158.30
MARTIN BROOKIE	FIREFIGHTER	ENGINE COMPANY 97	2/07/95	936.00
MASON JAMES	FIREFIGHTER	SQUAD 2	1/13/99	1092.00
MCCARTHY AUSTIN C	PARAMEDIC	AMBULANCE 36	8/08/98	82.00
MCCURRIE-ZOUBEK MARY	PARAMEDIC	AMBULANCE 43	9/11/98	318.00
MCGRATH JOHN	FIREFIGHTER	ENGINE COMPANY 112	7/30/99	1191.52
MCKINNIS MICHAEL	PARAMEDIC	UNKNOWN	1/28/99	300.00
MCKINNIS MICHAEL	CAPTAIN	UNKNOWN	7/07/99	365.39
MCLAUGHLIN BRIAN	FIREFIGHTER	SQUAD 2	8/04/99	554.40
MCMAHON JAMES P	FIREFIGHTER	TRUCK 41	5/28/99	1112.99
MCSHANE SCOTT	CAPTAIN	TRUCK 54	8/04/99	263.94
MEJIA JUAN	PARAMEDIC	AMBULANCE 34	10/08/98	748.00
MILLER ELSBETH	PARAMEDIC	AMBULANCE 3	3/17/99	436.00
MORRISSEY DENNIS	FIREFIGHTER	TRUCK 33	5/12/99	108.00
MOTISI PAUL J	PARAMEDIC	AMBULANCE 33	2/08/99	18184.55
MUNSON WILLIAM A	FIREFIGHTER	TRUCK 50	8/03/99	459.32
MURPHY THOMAS	LIEUTENANT	SQUAD 4	4/08/99	822.00
MURRAY THOMAS	PARAMEDIC	AMBULANCE 43	6/09/99	328.00
NECHVATAL CHRISTOPHER	PARAMEDIC	AMBULANCE 8	11/09/98	54.00
NEIDENBACH STEVE	FIREFIGHTER	SQUAD 2	1/13/99	250.00
NELSON TIMOTHY	PARAMEDIC	AMBULANCE 23	8/13/99	293.25
NOLE ROBERT	FIREFIGHTER	TRUCK 21	5/15/99	441.10
NOLE ROBERT	FIREFIGHTER	TRUCK 21	5/28/99	750.71
O'CALLAGHAN PATRICK	FIREFIGHTER	ENGINE COMPANY 11	1/09/99	162.00
O'CONNELL MATTHEW J	FIREFIGHTER	ENGINE COMPANY 60	3/19/99	1254.25
O'CONNOR JAMES	FIREFIGHTER	ENGINE COMPANY 71	10/09/87	132.59
ODRISCOLL SEAN	CAPTAIN	ENGINE COMPANY 102	8/10/99	449.08
OWCARZ EUGENE	LIEUTENANT	ENGINE COMPANY 77	9/20/79	164.00
PERKISER JASON P	FIREFIGHTER	TRUCK 11	1/03/99	728.25
PETRAT HORST	FIREFIGHTER	TRUCK 39	1/28/99	4309.50
PHALIN DAVID	PARAMEDIC	ENGINE COMPANY 102	8/15/99	362.77
PHILLIPS MICHAEL	FIREFIGHTER	TRUCK 40	6/14/99	253.40
PONTECORE RONALD	LIEUTENANT	TRUCK 48	4/28/95	127.00
PULINS-GLENNON DAUMA	PARAMEDIC	AMBULANCE 44	11/08/98	347.50
PULINS-GLENNON DAUMA	PARAMEDIC	AMBULANCE 44	6/26/99	505.50
PURL JAMES	LIEUTENANT	SQUAD 2	5/06/99	134.00
RABIELA GEORGE	CAPTAIN	UNKNOWN	8/03/99	161.50
RAIA MATTHEW	FIREFIGHTER	REPAIR SHOP	4/21/96	184.50
REARDON DANIEL	FIREFIGHTER	ENGINE COMPANY 92	1/03/90	328.57
REYES RAUL	FIREFIGHTER	ENGINE COMPANY 43	8/31/97	187.00
RICHTER DANIEL	FIREFIGHTER	ENGINE COMPANY 108	7/12/99	790.00

11/3/99

REPORTS OF COMMITTEES

13719

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RIVERA	FIREFIGHTER	TRUCK 29	11/23/98	28.24
ROBINSON	PARAMEDIC	AMBULANCE 15	6/08/94	54.00
RUANE	LIEUTENANT	DISTRICT RELIEF 5	11/24/97	952.00
SCHACHERER	FIREFIGHTER	ENGINE COMPANY 7	8/27/99	939.40
SCHULZ	FIREFIGHTER	TRUCK 52	5/04/99	155.00
SEBASTIAN	FIREFIGHTER	TRUCK 35	5/23/94	590.50
SEVIER	FIREFIGHTER	ENGINE COMPANY 129	7/16/99	12768.32
SHANNON	FIREFIGHTER	AMBULANCE 43	2/23/99	2424.00
SHAWALUK	PARAMEDIC	UNKNOWN	4/30/99	160.59
SIL	FIREFIGHTER	ENGINE COMPANY 107	8/16/99	205.00
SINCLAIR	FIREFIGHTER	ENGINE COMPANY 28	8/28/99	239.22
SIPUSICH	PARAMEDIC	AMBULANCE 3	6/09/99	987.00
SMITH	FIREFIGHTER	ENGINE COMPANY 82	5/31/99	130.00
SOTO	PARAMEDIC	UNKNOWN	3/21/99	81.00
STALA	ENGINEER	DISTRICT RELIEF 2	7/09/99	24.00
STRICKLER	FIREFIGHTER	SQUAD 1	4/10/90	366.83
STROUD	FIREFIGHTER	TRUCK 42	3/27/99	307.00
SULLIVAN	FIREFIGHTER	TRUCK 55	7/01/99	146.56
SUTKA	CAPTAIN	TRUCK 17	3/06/99	105.00
SUTTON	PARAMEDIC	AMBULANCE 35	11/30/94	2993.92
TEMPLE	FIREFIGHTER	TRUCK 37	7/14/93	980.00
TETREV	FIREFIGHTER	ENGINE COMPANY 8	4/09/99	12.00
THOMAS	FIREFIGHTER	TRUCK 29	8/10/99	894.50
THOMAS	FIREFIGHTER	TRUCK 45	8/25/99	422.10
TIENDA	FIREFIGHTER	AMBULANCE 8	6/07/94	1581.25
TORRES	PARAMEDIC	AMBULANCE 14	5/07/99	12.00
TRIBBLE	FIREFIGHTER	ENGINE COMPANY 75	10/18/98	1709.00
VAIL	PARAMEDIC	AMBULANCE 48	6/01/99	1106.75
VINCI	ENGINEER	ENGINE COMPANY 116	5/09/99	188.00
WALKER	FIREFIGHTER	ENGINE COMPANY 72	12/30/98	327.00
WALLACE-SUTHERLAND	PARAMEDIC	UNKNOWN	5/25/99	1789.90
WALZ	FIREFIGHTER	ENGINE COMPANY 117	1/12/99	2236.00
WARFIELD	FIREFIGHTER	ENGINE COMPANY 4	11/12/97	1877.75
WEEL	FIREFIGHTER	ENGINE COMPANY 22	9/14/98	159.00
WILLIAMS	PARAMEDIC	AMBULANCE 6	8/20/99	401.60
WILLIAMS	FIREFIGHTER	UNKNOWN	8/02/99	199.16
WILLIAMS	PARAMEDIC	AMBULANCE 41	5/11/99	5832.40
WOMACK	FIREFIGHTER	TRUCK 11	8/23/99	468.33
ZAYAS	FIREFIGHTER	ENGINE COMPANY 22	5/19/99	6491.86

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALBARRAN	POLICE OFFICER	FOURTEENTH DISTRICT	3/10/99	66.00
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/99	1234.13
AMATO	POLICE OFFICER	SEVENTEENTH DISTRICT	7/17/98	520.00
ANDAVERDE	POLICE OFFICER	SEVENTH DISTRICT	3/28/99	158.00
ANDERSON	POLICE OFFICER	FOURTH DISTRICT	8/01/98	72.00
ARROYO	POLICE OFFICER	THIRTEENTH DISTRICT	8/14/99	71.00
ARROYO	POLICE OFFICER	TENTH DISTRICT	1/30/99	230.48
ASKEW	POLICE OFFICER	SEVENTH DISTRICT	1/16/99	108.00
ASSAF	POLICE OFFICER	FOURTEENTH DISTRICT	8/03/99	782.00
BARANOWSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/05/99	102.20
BARNEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/14/99	317.00
BAUER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/07/99	231.20
BAXTER-CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	1/31/99	149.00
BELLUOMINI	POLICE OFFICER	ELEVENTH DISTRICT	4/21/99	120.00
BEOSI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/04/99	172.00
BRIXY-ALDAY	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/01/99	199.21
BROWN	POLICE OFFICER	THIRD DISTRICT	6/22/99	54.00
BRYANT	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/28/99	415.30
BURKS	POLICE OFFICER	SIXTH DISTRICT	7/01/98	282.00
BURTON	POLICE OFFICER	FIRST DISTRICT	2/22/99	203.00
CAMERON	POLICE OFFICER	NARCOTICS SECTION	8/05/98	260.00
CARR	POLICE OFFICER	FIFTH DISTRICT	10/26/98	119.00
CARTER	POLICE OFFICER	THIRTEENTH DISTRICT	1/18/99	191.00
CASTILLO	POLICE OFFICER	TENTH DISTRICT	4/15/98	111.30
CATALDO	POLICE OFFICER	SEVENTH DISTRICT	4/11/98	949.50
CERVENY	POLICE OFFICER	SIXTEENTH DISTRICT	8/12/96	110.60
CIANGI	POLICE OFFICER	NINETEENTH DISTRICT	3/18/99	189.00
CLARK	POLICE OFFICER	THIRTEENTH DISTRICT	1/01/99	580.15
COLINDRES	POLICE OFFICER	THIRTEENTH DISTRICT	1/01/99	442.00
COLON	POLICE OFFICER	SEVENTH DISTRICT	1/04/99	141.00
COLTRI	POLICE OFFICER	NINTH DISTRICT	8/23/99	318.90
CONNELY	POLICE OFFICER	TWENTIETH DISTRICT	1/28/99	1201.00
CONTRERAS	POLICE OFFICER	FOURTEENTH DISTRICT	2/19/99	839.00
CONWAY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/04/99	374.00
COOPER	POLICE OFFICER	THIRD DISTRICT	3/25/99	715.42
CORNISH	POLICE OFFICER	EIGHTEENTH DISTRICT	4/10/99	704.38
COSGROVE	POLICE OFFICER	YOUTH DIVISION AREA FOUR	4/13/99	58.00
COX	POLICE OFFICER	SEVENTEENTH DISTRICT	8/09/99	200.42
COZZO	POLICE OFFICER	YOUTH DIVISION AREA FIVE	1/28/99	166.00
CRESPO	POLICE OFFICER	THIRD DISTRICT	7/09/98	925.40
CROSBY JR.	POLICE OFFICER	SECOND DISTRICT	8/22/99	953.40
CROSS	POLICE OFFICER	SECONDD DISTRICT	9/04/87	29146.96
CROWLEY	POLICE OFFICER	FIFTH DISTRICT	9/28/93	18.19
DACE	POLICE OFFICER	NINETEENTH DISTRICT	1/30/99	594.90
DAVID	POLICE OFFICER	EIGHTH DISTRICT	9/29/98	132.00
DAVID	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/95	69.00
DEJESUS	POLICE OFFICER	FIFTH DISTRICT	4/02/99	900.00
DENNIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/05/98	63.00
DENNIS	POLICE OFFICER	NARCOTICS SECTION	1/07/99	315.00
DICRISTOFANO	POLICE OFFICER			

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

THIRD PARTY ORDERS

11/3/99

REPORTS OF COMMITTEES

13721

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DOHERTY	POLICE OFFICER	FOURTEENTH DISTRICT	3/10/99	91.00
ENGEL	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	4/14/99	470.00
EPTING	POLICE OFFICER	SEVENTH DISTRICT	5/07/98	720.00
ESPERICUETA	POLICE OFFICER	TWELFTH DISTRICT	7/07/98	260.00
ESTRELLA	POLICE OFFICER	THIRTEENTH DISTRICT	11/16/98	140.00
FINDYSZ	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/11/98	65.00
FLANNAGAN	POLICE OFFICER	THIRD DISTRICT	2/06/99	626.99
FLEISCHACKER	POLICE OFFICER	EIGHTEENTH DISTRICT	11/26/98	186.00
FOX	POLICE OFFICER	NINETEENTH DISTRICT	8/05/99	112.05
FRAZIER	POLICE OFFICER	THIRTEENTH DISTRICT	3/06/98	86.75
FREEMAN	POLICE OFFICER	TWENTIETH DISTRICT	3/06/99	545.00
FREEMAN	POLICE OFFICER	SIXTH DISTRICT	8/28/99	343.62
GALLEGOS	POLICE OFFICER	EIGHTH DISTRICT	3/13/99	108.00
GANDY	POLICE OFFICER	NARCOTICS SECTION	1/21/99	155.00
GARCIA	POLICE OFFICER	TENTH DISTRICT	1/30/99	157.27
GARCIA	POLICE OFFICER	TWELFTH DISTRICT	1/18/99	155.00
GARCIA	POLICE OFFICER	THIRTEENTH DISTRICT	7/19/99	2015.86
GARTNER	POLICE OFFICER	EIGHTH DISTRICT	7/06/99	3438.46
GARZA	POLICE OFFICER	TWELFTH DISTRICT	4/13/99	259.00
GASCA	POLICE OFFICER	EIGHTEENTH DISTRICT	1/06/99	2159.00
GAWLICKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/01/98	1046.96
GERHARDSTEIN	POLICE OFFICER	ELEVENTH DISTRICT	2/06/99	415.00
GERICH	POLICE OFFICER	RECRUIT TRAINING	7/30/99	299.00
GILFILLAN	POLICE OFFICER	ELEVENTH DISTRICT	4/14/99	155.00
GODDARD	POLICE OFFICER	THIRTEENTH DISTRICT	3/25/99	45.00
GONZALEZ	POLICE OFFICER	ELEVENTH DISTRICT	4/14/99	155.00
GONZALEZ	POLICE OFFICER	FIFTEENTH DISTRICT	7/29/99	365.40
GONZALEZ	POLICE OFFICER	NINTH DISTRICT	7/20/99	87.00
GRAFFIS	POLICE OFFICER	ELEVENTH DISTRICT	2/14/99	2027.00
GRIFFIN	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	868.00
GUTIERREZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/07/99	1328.00
GUZMAN	POLICE OFFICER	TWELFTH DISTRICT	1/21/99	92.00
HAGGARD	POLICE OFFICER	RECRUIT TRAINING	3/10/99	128.00
HARB	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/06/99	40.00
HART	POLICE OFFICER	TWELFTH DISTRICT	11/09/98	142.74
HAWTHORNE	POLICE OFFICER	EIGHTEENTH DISTRICT	5/12/99	704.38
HAYNES	POLICE OFFICER	TENTH DISTRICT	10/11/98	53.00
HERNANDEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/09/99	689.00
HERNANDEZ	POLICE OFFICER	EIGHTH DISTRICT	5/14/99	9421.12
HILLMAN	POLICE OFFICER	FIFTH DISTRICT	10/27/98	987.50
HOWELL	POLICE OFFICER	NINTH DISTRICT	2/12/99	128.70
HUSS	POLICE OFFICER	TWENTIETH DISTRICT	7/02/99	744.60
ISADORE	POLICE OFFICER	FOURTEENTH DISTRICT	2/19/99	870.00
JACINTO	POLICE OFFICER	THIRD DISTRICT	1/24/99	90.00
JACKSON	POLICE OFFICER	YOUTH DIVISION AREA FOUR	8/25/99	166.50
JAKOB	POLICE OFFICER	EIGHTH DISTRICT	12/25/98	412.00
	POLICE OFFICER	RECRUIT TRAINING	1/25/98	1361.00
	POLICE OFFICER	THIRD DISTRICT	3/05/99	798.50
	POLICE OFFICER	SEVENTH DISTRICT	3/28/99	25.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 11/03/99
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
JESCHKE	POLICE OFFICER	SEVENTEENTH DISTRICT	1/19/99	74.00
JONES	POLICE OFFICER	CENTRAL DETENTION SECTION	7/26/99	271.00
KAPUT	POLICE OFFICER	NINTH DISTRICT	7/05/99	509.30
KAVANAUGH	BATTALION CHIEF	TENTH DISTRICT	2/28/99	202.05
KELLY	POLICE OFFICER	ELEVENTH DISTRICT	4/21/99	349.00
KIRK	POLICE OFFICER	THIRD DISTRICT	7/01/99	334.00
KISSANE	POLICE OFFICER	EIGHTEENTH DISTRICT	4/27/99	417.00
KLAWITTER	POLICE OFFICER	RECRUIT TRAINING	7/24/99	249.00
KOLOVITZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	501.89
KUJAWA	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/25/99	130.00
KULBIDA	POLICE OFFICER	ELEVENTH DISTRICT	12/19/98	1232.47
LADUZINSKY	POLICE OFFICER	ELEVENTH DISTRICT	6/04/99	53.20
LAHORI-MARTINEZ	POLICE OFFICER	FIRST DISTRICT	2/22/99	209.44
LEONARD	POLICE OFFICER	TWENTIETH DISTRICT	6/05/99	159.00
LOPEZ	POLICE OFFICER	TENTH DISTRICT	4/26/99	380.01
LOTTMAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/19/99	769.55
LUDWIG	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	3/16/99	190.00
MACIEJEWSKI	POLICE OFFICER	RECRUIT TRAINING	7/19/99	2803.73
MAINES	POLICE OFFICER	NINETEENTH DISTRICT	5/16/99	19313.55
MALONEY	POLICE OFFICER	NINETEENTH DISTRICT	4/11/99	134.00
MALONEY	POLICE OFFICER	NINETEENTH DISTRICT	3/18/99	276.00
MALONEY	POLICE OFFICER	NINETEENTH DISTRICT	7/22/99	290.00
MARATTO	POLICE OFFICER	AUTO THEFT SECTION	4/15/99	881.90
MARIAN-PIERSON	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	1/22/99	1272.60
MARSHALL	POLICE OFFICER	TWENTIETH DISTRICT	1/22/99	875.00
MARTINEZ	POLICE OFFICER	SECOND DISTRICT	1/29/99	255.05
MAXWELL	POLICE OFFICER	TENTH DISTRICT	2/28/99	69.30
MCCORMICK	POLICE OFFICER	ELEVENTH DISTRICT	2/02/99	74.76
MCCRAY	POLICE OFFICER	SECOND DISTRICT	3/20/99	256.95
MCINTYRE	POLICE OFFICER	TENTH DISTRICT	4/26/99	450.00
MCINTYRE	POLICE OFFICER	INTELLIGENCE SECTION	9/21/95	558.00
MCNULTY	POLICE OFFICER	EIGHTEENTH DISTRICT	7/28/96	786.80
MCWILLIAMS	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	7/08/99	839.38
MEADOR	POLICE OFFICER	RECRUIT TRAINING	7/14/99	190.00
MEYER	POLICE OFFICER	SEVENTH DISTRICT	3/16/99	54.00
MILMINE	POLICE OFFICER	PUBLIC HOUSING - ADMINISTRATIO	9/24/98	210.00
MIRABELLI	POLICE OFFICER	FOURTH DISTRICT	3/05/99	132.00
MITCHELL	POLICE OFFICER	EIGHTH DISTRICT	8/13/98	774.80
MOLLOY	POLICE OFFICER	TWENTIETH DISTRICT	1/11/99	219.07
MOORE	POLICE OFFICER	ELEVENTH DISTRICT	9/23/98	132.00
MORENO-MENDIOLA-KUNIS	BATTALION CHIEF	PREV. PROGRAMS & NEIGHBORHOOD	3/08/99	875.00
MORIN	POLICE OFFICER	SEVENTH DISTRICT	4/17/99	128.00
MOSTACCHIO	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	4/26/99	1266.74
MOSTACCHIO	POLICE OFFICER	EIGHTEENTH DISTRICT	8/23/98	70.00
MURPHY	POLICE OFFICER	EIGHTEENTH DISTRICT	12/13/98	136.00
NELLI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/18/99	1948.49
NELSON	POLICE OFFICER	SECOND DISTRICT	1/11/99	379.00
NEMETH	BATTALION CHIEF	SEVENTH DISTRICT	6/14/98	25922.53
NIGRO	POLICE OFFICER	FIRST DISTRICT	3/14/99	500.00

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

THIRD PARTY ORDERS

11/3/99

REPORTS OF COMMITTEES

13723

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
NONCZ	POLICE OFFICER	FIFTEENTH DISTRICT	3/29/99	1100.00
OCONNELL	POLICE OFFICER	SIXTH DISTRICT	2/24/98	1264.46
OMALLEY	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	8/27/98	178.56
ONEAL	POLICE OFFICER	FIFTH DISTRICT	11/21/98	134.70
ORTIZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/09/99	303.87
OSWALD	POLICE OFFICER	FIFTEENTH DISTRICT	1/01/99	164.00
PACHECO	POLICE OFFICER	THIRTEENTH DISTRICT	7/08/99	111.00
PAPALOUKAS	POLICE OFFICER	EIGHTEENTH DISTRICT	1/11/99	536.00
PARTYKA	POLICE OFFICER	SIXTEENTH DISTRICT	4/14/99	3255.20
PEARSON	POLICE OFFICER	FOURTH DISTRICT	10/08/98	97.00
PERGANDE	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	4/14/99	470.00
PETERSON	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	6/09/97	1020.00
PETRENKO	POLICE OFFICER	SIXTEENTH DISTRICT	1/25/98	193.40
PFEIFFER	POLICE OFFICER	THIRTEENTH DISTRICT	7/08/99	300.16
PIGOTT	POLICE OFFICER	NINTH DISTRICT	7/05/99	1181.60
POCHIE	POLICE OFFICER	GANG CRIME SECTION	4/01/99	159.00
POOLE	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/30/98	3537.95
PORTER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/02/98	45.00
POSLOVICH	POLICE OFFICER	EIGHTEENTH DISTRICT	9/21/94	3011.25
POVOLO	POLICE OFFICER	SIXTEENTH DISTRICT	6/18/93	1345.00
QUINN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/25/99	416.30
RESA	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/13/98	1903.00
REYES	POLICE OFFICER	THIRTEENTH DISTRICT	1/18/99	280.00
RIDGNER	POLICE OFFICER	SIXTH DISTRICT	3/22/94	80.00
RISLEY	POLICE OFFICER	ELEVENTH DISTRICT	12/19/98	2834.04
ROBERISON	POLICE OFFICER	FIFTEENTH DISTRICT	6/17/98	42.38
ROBINSON	POLICE OFFICER	CENTRAL DETENTION SECTION	7/26/99	83.00
RODRIGUEZ	POLICE OFFICER	THIRTEENTH DISTRICT	12/01/98	2840.40
ROJAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/30/99	445.60
ROLNIK	POLICE OFFICER	NINTH DISTRICT	2/23/98	9279.15
ROSARIO	POLICE OFFICER	THIRTEENTH DISTRICT	1/16/99	559.85
ROWLING	POLICE OFFICER	SEVENTH DISTRICT	3/06/99	540.00
RUBIO	POLICE OFFICER	FOURTEENTH DISTRICT	3/16/99	31.00
RUIZ	POLICE OFFICER	FOURTEENTH DISTRICT	3/10/99	239.00
RYAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/09/98	45.00
SAKALAS	POLICE OFFICER	FIFTH DISTRICT	10/23/98	57.20
SANDERS	POLICE OFFICER	FIFTH DISTRICT	10/27/98	681.00
SANDERS	POLICE OFFICER	SECOND DISTRICT	3/06/99	131.52
SCHNEIDER	POLICE OFFICER	SIXTEENTH DISTRICT	2/11/93	171.00
SCHOBER	POLICE OFFICER	SIXTEENTH DISTRICT	5/28/98	612.50
SCHULTZ	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/98	1806.83
SENDRA-ANDERSON	POLICE OFFICER	NINTH DISTRICT	11/06/98	74.00
SHERMAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/25/99	207.30
SILVA	POLICE OFFICER	RECRUIT TRAINING	7/12/99	5479.95
SIMPSON-BRYANT	POLICE OFFICER	NINTH DISTRICT	6/19/98	132.00
SLUPSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/06/98	134.00
SMITH-YOUNG	POLICE OFFICER	SIXTH DISTRICT	2/11/99	83.00
STASINOPOLOUS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/06/98	92.60
STEPHENS	POLICE OFFICER	SEVENTH DISTRICT	6/13/77	790.00

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

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/03/99

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
STONE	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	133.46
THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/12/98	140.00
TORRES	POLICE OFFICER	VICE CONTROL SECTION	12/02/98	60.00
TURNER	POLICE OFFICER	RECRUIT TRAINING	7/11/99	750.09
UGOREK	POLICE OFFICER	FIFTEENTH DISTRICT	9/11/95	3800.00
VERAVEIC	POLICE OFFICER	TENTH DISTRICT	7/02/99	100.00
VIVIRITO	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	7/01/99	249.00
WAGER	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/97	908.00
WALLACE	POLICE OFFICER	FOURTH DISTRICT	8/29/98	253.00
WALTERS	POLICE OFFICER	FIRST DISTRICT	5/18/99	150.00
WARD	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	1/30/99	204.60
WATKINS	POLICE OFFICER	SECOND DISTRICT	1/11/99	549.00
WATSON	POLICE OFFICER	THIRD DISTRICT	4/06/99	1267.10
WHITE JR.	POLICE OFFICER	SEVENTH DISTRICT	12/25/98	195.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	6/14/98	142.00
WORD	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/25/99	196.70
BEDORE	PARAMEDIC	AMBULANCE 29	8/25/99	176.80
BRANDON	ENGINEER	ENGINE COMPANY 93	5/23/99	491.00
EVANS	PARAMEDIC	AMBULANCE 37	1/05/99	1085.00
GUZICK	ENGINEER	ENGINE COMPANY 49	2/15/91	357.75
HOPKINS	FIREFIGHTER	UNKNOWN	4/12/99	1189.06
PENTEK	FIREFIGHTER	ENGINE COMPANY 98	2/12/96	2437.95
RICKARD	FIREFIGHTER	UNKNOWN	4/07/99	564.00
SCHULZ	PARAMEDIC	AMBULANCE 33	4/01/98	54.00
STINNETT	PARAMEDIC	AMBULANCE 29	9/09/98	129.00
SULLIVAN	ENGINEER	ENGINE COMPANY 47	12/08/98	37911.06
TORRES	PARAMEDIC	AMBULANCE 14	5/18/99	320.40
WILLIAMS	PARAMEDIC	UNKNOWN	10/26/97	8110.22

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *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.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement on each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Property.

*Department Of Police/Office Of Emergency Communication:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Alonso Banks 5518 West Gladys Avenue Chicago, Illinois 60644	2/15/99 5518 West Gladys Avenue	\$696.00 440.00*
Ezattolah Eftekhart and Shefik Idrizi -- Attorney Suite 1802 2 North LaSalle Street Chicago, Illinois 60602	5/25/98 Wants to be reimbursed for property that was destroyed by police	330.00 520.00*

Damage To Vehicle.

*Department Of Police/Office Of Emergency Communication:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Gregory D. Boykin 3 rd Floor 1200 West 64 th Street Chicago, Illinois 60636	2/5/99 1206 West 64 th Street	\$ 875.00

* To City of Chicago, Bureau of Parking.

Name And Address	Date And Location	Amount
Kiesha Henry Unit 2L 1556 West Juneway Terrace Chicago, Illinois 60626	1/10/99 7700 North Ashland Avenue	\$ 211.00
Tommie Cowans and American Ambassador Casualty Suite 300W 1501 Woodfield Road Schaumburg, Illinois 60173	12/6/98 1549 West Walton Street	1,607.00
Tommy A. Dudley 58 West 108 th Place Chicago, Illinois 60628	2/1/99 218 West 11 th Street	854.00
Sean W. Dunleavy 223 West 107 th Street Chicago, Illinois 60643	3/31/99 3439 West 111 th Street	1,249.00 50.00*
Richard J. English 8754 South Harper Avenue Chicago, Illinois 60619	5/2/99 10309 South Vernon Avenue	335.00 50.00*
Alfredo Garcia 6336 South Sacramento Avenue Chicago, Illinois 60629	9/29/98 3010 West 64 th Street	1,266.00
Robert Gonzalez and Mercury Insurance P.O. Box 6560 Libertyville, Illinois 60048	12/31/98 201 South Loomis Street	1,569.00

* To City of Chicago, Bureau of Parking.

Name And Address	Date And Location	Amount
Adam K. Kowalczyk 5343 South Mobile Avenue Chicago, Illinois 60638	4/25/99 5340 South Lockwood Avenue	\$ 899.00 50.00*
Ernesto B. Magat 5625 North Spaulding Avenue Chicago, Illinois 60659	6/30/97 1547 West Belmont Avenue	369.00
Mark A. Musick 3941 Medford Circle Northbrook, Illinois 60062	2/17/99 810 North St. Louis Avenue	1,168.00
Gary Rodgers 7336 South Woodlawn Avenue Chicago, Illinois 60619	2/6/99 6906 South Halsted Street	976.00 420.00*
Stephen Sawyer and Nationwide Insurance Company 5525 Parkcenter Circle Dublin, Ohio 43017 Attention Cherie Ellwood	1/26/99 356 East Chicago Avenue	1,049.00 155.00*
Richard A. Schak 1932 North Oak Park Avenue Chicago, Illinois 60607	1/4/99 750 North Lorel Avenue	932.00
Christopher J. Schones and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	6/14/98 Belmont Avenue and North Lake Shore Drive	1,007.00
Michael Seminetta 9245 South Avers Evergreen Park, Illinois 60805	2/26/99 6715 South Kedzie Avenue	639.00

* To City of Chicago, Bureau of Parking.

Name And Address	Date And Location	Amount
Eileen A. Shannon and Kemper Group P. O. Box 496149 Garland, Texas 75049	10/23/98 5009 South Ashland Avenue	\$ 854.00
Patricia Siciliano and American Family Insurance Company Suite 600 475 North Martingale Road Schaumburg, Illinois 60173	3/7/99 4447 North Talcott Avenue -- emergency room ramp to Resurrection Hospital	1,141.00
Gloria Steele 3041 South Normal Avenue Chicago, Illinois 60616	4/30/99 3041 South Normal Avenue	275.00
Jessica Noel Summers Apartment 3 556 Elmwood Avenue Evanston, Illinois 60602	1/11/99 208 South LaSalle Street	568.00

Damage To Property.

Department Of Sewers:

Account Number 314-99-2005-0934-0934.

Best Friends Veterinary Center in care of Dr. Elizabeth Surgi D.V.M. 4054 West Peterson Avenue Chicago, Illinois 60646	7/1/98 4054 West Peterson Avenue	\$ 163.00
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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Carolyn Berry 7637 South Vernon Avenue Chicago, Illinois 60619	5/16/99 1400 East 75 th Street	\$ 54.00 220.00*
Holly Hahn Unit 2B 770 North Western Avenue Lake Forest, Illinois 60045	1/15/99 610 West Bittersweet Place	118.00
David McCluster 14614 South Princeton Avenue Chicago, Illinois 60419	3/28/99 6510 South Rhodes Avenue	42.00
Kathleen McLaren Apartment 113F 5155 North East River Road Chicago, Illinois 60656	10/19/98 West Bryn Mawr Avenue at North Drake Avenue	147.00
Lisa Simpson 10728 South Lowe Avenue Chicago, Illinois 60628	1/31/99 10728 South Lowe Avenue	64.00

* To City of Chicago, Bureau of Parking

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Evelyn V. Davis 7400 South Indiana Avenue Chicago, Illinois 60619	8/7/98 7400 South Indiana Avenue	\$831.00
Charles German 8018 South Wentworth Avenue Chicago, Illinois 60620	8/1/98 8018 South Wentworth Avenue	118.00
Marsha Gorens 6839 South Cregier Avenue Chicago, Illinois 60649	4/8/99 6839 South Cregier Avenue	134.00
Barbara Levingston 1359 East 76 th Street Chicago, Illinois 60619	4/19/99 1359 East 76 th Street	408.00
Sally McBride 2253 South Kenneth Avenue Chicago, Illinois 60623	11/1/98 2253 South Kenneth Avenue	525.00
Janet L. Plezbert 558 West 33 rd Street Chicago, Illinois 60616	1/11/99 558 West 33 rd Street	785.00
Lisa Steele 5659 South Woodlawn Avenue Chicago, Illinois 60637	4/14/99 5659 South Woodlawn Avenue	425.00
Ahuva Weinreb 5858 North Drake Avenue Chicago, Illinois 60659	9/1/97 5858 North Drake Avenue	1,250.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Streets:
300-99-2005-0934-0934*

Name And Address	Date And Location	Amount
Jason E. Acebal Apartment 1 1958 West Waveland Avenue Chicago, Illinois 60613	3/28/99 3508 West Addison Street	\$56.00
Andre B. Adler and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	1/20/99 1600 North Lake Shore Drive	296.00
Daryl Akins 3438 West 83 rd Place Chicago, Illinois 60652	1/18/99 732 East 71 st Street	301.00
Beata M. Amundsen Unit 6 540 Hinman Avenue Evanston, Illinois 60602	4/26/99 7600 North Sheridan Road	93.00
Lesley N. Andrews Apartment 3A 561 West Stratford Place Chicago, Illinois 60657	2/19/99 350 West Fullerton Parkway	177.00
Louis Arvanites 3500 North Oconto Avenue Chicago, Illinois 60634	4/25/99 5600 North East River Road	57.00
Elizabeth Ayala 2658 North Major Avenue Chicago, Illinois 60639	1/18/99 3900 West Lawndale Avenue	601.00

11/3/99

REPORTS OF COMMITTEES

13733

Name And Address	Date And Location	Amount
George Ballis 2704 West Rascher Avenue Chicago, Illinois 60625	3/9/99 2900 West Foster Avenue	\$155.00
Pandelis and Irene Baniias and State Farm Insurance P.O. Box 2311 2702 Ireland Grove Road Bloomington, Illinois 61702	2/2/99 100 South Wacker Drive	411.00
Terrance Beasley and Universal Causalty 7280 North Caldwell Niles, Illinois 60714	1/25/99 7500 South Western Avenue	859.00
Karla Benson 2 nd Floor 10832 South Forest Avenue Chicago, Illinois 60628	3/19/99 10400 South Halsted Street	82.00
Michael A. Bortz 1172 Oak Ridge Drive Glencoe, Illinois 60022	4/15/99 2030 North Lincoln Avenue	79.00
Julius Boyd 8402 South Langley Avenue Chicago, Illinois 60619	1/23/99 100 South Wacker Drive	157.00
Laurie Bravernon Unit C 7943 West 107 th Street Palos Hills, Illinois 60465	5/9/99 3809 West Columbus Drive	195.00
Thomas Brooks and Allstate Insurance Company P.O. Box 227257 Dallas, Texas 75222	1/26/99 13000 South Saginaw Avenue	1,329.80

Name And Address	Date And Location	Amount
Anette Brown and American Recovery Services 3 rd Floor 1699 Wall Street Mt. Prospect, Illinois 60056	9/20/98 800 West 95 th Street	\$1,846.00
Manny A. Brown 184 Oak Knoll Terrace Highland Park, Illinois 60035	5/11/99 750 West Van Buren Street	325.00
Alphonso Campbell and National Heritage Insurance 855 West Washington Street Chicago, Illinois 60607	9/19/99 5500 South Dr. Martin Luther King, Jr. Drive	650.00 150.00*
Robert White Cannon 1741 Oxnard Drive Downers Grove, Illinois 60516	5/7/99 4000 West Columbus Avenue	105.00
Beverly L. Carr 9904 South Green Street Chicago, Illinois 60643	5/24/99 900 West 99 th Street	54.00
Francisco R. Carranza 7058 West 63 rd Place Chicago, Illinois 60638	3/26/99 800 North Pulaski Road	47.00
Jose Carreon 11544 South Avenue J Chicago, Illinois 60617	1/19/99 2200 South Lake Shore Drive	129.00
Celedonio R. Carreto 2654 West 21 st Place Chicago, Illinois 60608	4/22/99 1138 West Lake Street	830.00 120.00*
Michelle Casper 8601 South Lorel Avenue Burbank, Illinois 60459	5/1/99 West Wacker Drive and North LaSalle Street	114.00

* To City of Chicago, Bureau of Parking

11/3/99

REPORTS OF COMMITTEES

13735

Name And Address	Date And Location	Amount
Robert S. Nathan Unit 608 1445 North State Parkway Chicago, Illinois 60610	1/22/99 3150 West Belden Avenue	\$ 96.00*
Lynda C. Purdle 1724 West 91 st Street Chicago, Illinois 60620	2/8/99 1080 West 66 th Street	191.00*
Tammy Annette Thompson 6420 South Carpenter Street Chicago, Illinois 60621	1/14/98 6720 South Peoria Street	395.00*
Justyna Miceusz 1934 North Leavitt Street Chicago, Illinois 60647	1/17/99 1700 West Webster Avenue	69.00*
Leza E. Bernard 3628 North Wilton Avenue Chicago, Illinois 60613	1/21/99 3610 North Broadway	49.00*
Gregory J. Basil 4822 North Leavitt Street Chicago, Illinois 60625	1/22/99 1200 West Addison Street	120.00*
Bruce Comisar 2730 Hollyhall Huston, Texas 77054	3/19/99 1700 North Clybourn Avenue	57.00
Irene A. Correa 4945 North Oakley Avenue Chicago, Illinois 60625	1/18/99 3120 West Foster Avenue	218.00 50.00*
Walter H. Cowan 1500 South Indiana Avenue Chicago, Illinois 60605	4/17/99 4300 South Halsted Street	35.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Bozena Depa 4943 North Lowell Avenue Chicago, Illinois 60630	4/19/99 4800 West Lawrence Avenue	\$ 185.00
William Dunn 5136 South Melvina Avenue Chicago, Illinois 60638	1/17/99 3420 South Kedzie Avenue	215.00
Robert M. Dynako 216 South Summit Avenue Chicago, Illinois 60620	3/14/99 2100 West Fullerton Avenue	86.00
Bobette Ellingsworth and State Farm Insurance Company 1630 West Diehl Road Naperville, Illinois 60563	2/4/99 4400 South Kolmar Avenue	725.00
James Fee and State Farm Insurance Company 2702 Ireland Grove Road Bloomington, Illinois 61709	1/28/99 1600 North Lake Shore Drive	272.00
Charles Felt and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2308 Bloomington, Illinois 61702	1/22/99 3131 South Lake Shore Drive	1,240.00
Regina C. Flemings 12844 South Elizabeth Street Calumet Park, Illinois 60827	5/9/98 12700 South Halsted Street	650.00
Joan P. Fortune 3913 Hobson Gate Court Naperville, Illinois 60540	1/27/99 1035 East 67 th Street	89.00
Josian L. Fuller 9034 South Harper Avenue Chicago, Illinois 60619	3/3/99 5308 South Ashland Avenue	159.00

Name And Address	Date And Location	Amount
Irene Ann Gawlik 7950 West Fulerton Avenue Elmwood Park, Illinois 60707	5/23/99 1200 North Humboldt Boulevard	\$ 35.00
Gaylord and Dorothy Donnelly Foundation Suite 2600 35 East Wacker Drive Chicago, Illinois 60601	1/11/99 4000 North Lake Shore Drive	316.00
Betty (Burkett) Gillespie 3402 West Lexington Street Chicago, Illinois 60624	1/16/99 3801 West Harrison Street	265.00
Judith E. Goldman Apartment 1808 1133 North Dearborn Street Chicago, Illinois 60610	4/22/99 1608 West Armitage Avenue	445.00
Dante R. Gonzalez 4823 West Belden Avenue Chicago, Illinois 60639	2/24/99 3181 North Milwaukee Avenue	80.00
Mattie Gray 7939 South Ingleside Avenue Chicago, Illinois 60619	5/2/99 7531 South Stony Island Avenue	68.00
Ramona M. Greer and American Family Insurance Suite 100 745 McClintock Drive Burr Ridge, Illinois 60521	8/14/98 5901 South Stony Island Avenue	688.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Ramona M. Greer and American Family Insurance Suite 100 745 McClintock Drive Burr Ridge, Illinois 60521	8/14/98 5901 South Stony Island Avenue	\$688.00
Kelly J. Grier Unit 2 1740 North Marshfield Avenue Chicago, Illinois 60622	3/1/99 450 West Randolph Street	135.00
Marguerite J. Grizzi 2948 North Newcastle Avenue Chicago, Illinois 60634	1/12/99 4000 North Lake Shore Drive	37.00 210.00*
Alice K. Gueno 8949 South Chappel Avenue Chicago, Illinois 60617	5/2/99 7624 South Stony Island Avenue	84.00
Scott C. Gunthorp Unit S 726 West Roscoe Street Chicago, Illinois 60657	1/18/99 1600 North Lake Shore Drive	85.00
Heather Hackiewicz 2483 Kingsley Drive Naperville, Illinois 60565	3/22/99 2400 North Lake Shore Drive	358.00
Arzmella K. Hammond Unit 212 840 West Argyle Street Chicago, Illinois 60640	1/26/99 4700 South Wentworth Avenue	86.00
Patrick G. Hannon Apartment 1 Fawndale 2627 North Mildred Avenue Chicago, Illinois 60614	3/22/99 1530 North Lake Shore Drive	224.00

* To City of Chicago, Bureau of Parking

11/3/99

REPORTS OF COMMITTEES

13739

Name And Address	Date And Location	Amount
Alicia C. Henderson 9119 South Saginaw Avenue Chicago, Illinois 60617	2/11/99 2132 East 91 st Street	\$210.00
Deetra Horne Apartment 312 8636 West 85 th Street Justice, Illinois 60658	5/6/99 3950 West Columbus Avenue	53.00 25.00*
Nicole L. Hudson 661 East 84 th Street Chicago, Illinois 60619	5/10/99 400 East 87 th Street	193.00
Lauralei J. Jancaric 11329 Wildberry Lane Mokena, Illinois 60448	4/16/99 9227 South Exchange Avenue	95.00
Russell Johnson-Cocharn 8023 South Chappel Avenue Chicago, Illinois 60617	5/13/99 6700 South Cornell Avenue	110.00
Elbert Johnson 1720 East 70 th Street Chicago, Illinois 69649	5/7/99 6358 South Blackstone Avenue	169.00
Larry L. Johnson P.O. Box 368814 Chicago, Illinois 60636	2/24/99 7000 South Ashland Avenue	56.00
Judy M. Jones 9218 South Racine Avenue Chicago, Illinois 60620	4/10/99 8306 South Ashland Avenue	72.00

* To City of Chicago, Bureau of Parking.

Name And Address	Date And Location	Amount
Deborah C. Jozefski Apartment 1405 860 North Dewitt Place Chicago, Illinois 60611	3/29/99 1400 North Kingsbury Street	\$ 86.00
Gabriel Kairouz Unit 706 440 North Wabash Avenue Chicago, Illinois 60611	1/5/99 160 North Wacker Drive	293.00
Deborah Kamarou Unit 1906 330 West Diversey Parkway Chicago, Illinois 60657	2/26/99 4400 North Lake Shore Drive	89.00
Mohamed Khalaf Unit 1 1940 South Lombard Berwyn, Illinois 60402	2/16/99 812 West Diversey Parkway	822.00
Lisa Kosh 3925 Medford Circle Northbrook, Illinois 60062	3/15/99 1637 West Fullerton Avenue	321.00
Ruth K. Landis 5054 North Hamlin Avenue Chicago, Illinois 60625	4/7/99 5100 North Avers Avenue	109.00
Kerstin B. Lane 414 Warwick Road Kenilworth, Illinois 60043	3/13/99 6100 North Sheridan Road	340.00
Benita Lattimore 9123 South Campbell Avenue Chicago, Illinois 60617	4/8/99 1601 East 92 nd Street	307.90 175.00*

* To City of Chicago, Bureau of Parking.

11/3/99

REPORTS OF COMMITTEES

13741

Name And Address	Date And Location	Amount
Chook Lee 2851 South Union Avenue Chicago, Illinois 60616	1/28/99 3400 South Emerald Avenue	\$ 649.00
Anne M. Leibow Apartment 201 1566 West Algonquin Road Hoffman Estates, Illinois 60195	10/18/98 3200 West Diversey Avenue	848.00
Alan E. Levin Apartment 6B 3470 North Lake Shore Drive Chicago, Illinois 60657	3/5/99 134 East Oak Street	322.00
Gordon V. Levine 2700 North Racine Avenue Chicago, Illinois 60614	2/15/99 1900 West Webster Street	149.99 50.00*
Douglas Lewis Unit 2E 7365 North Winchester Avenue Chicago, Illinois 60626	3/10/99 6431 North Sheridan Road	64.00
Matt Lisowski 6152 West Rosedale Avenue Chicago, Illinois 60646	1/27/99 5400 West Caldwell Avenue	5.00 90.00*
Michel Louvain Apartment 5307 300 North State Street Chicago, Illinois 60610	8/20/98 Ramp at East Ohio Street and North Orleans Street	601.00

* To City of Chicago, Bureau of Parking.

Name And Address	Date And Location	Amount
Andrew J. Ma 3861 Rutgers Lane Northbrook, Illinois 60062	1/16/99 4600 West Peterson Avenue	\$ 66.00
Nimrod Magnanao 5344 West Winnemac Street Chicago, Illinois 60630	4/20/99 3400 West Foster Avenue	547.00
Manisha Makwana Apartment 25L 6033 North Sheridan Road Chicago, Illinois 60660	1/8/99 4000 North Lake Shore Drive	19.00 60.00*
Daniele Malone Unit 109 2 Hickory Trace Drive Justice, Illinois 60458	2/6/99 5600 West Madison Street	234.00
Carrie Mannagan and State Farm Insurance Company 4220 West 95 th Street Oak Lawn, Illinois 60453	1/25/99 1150 South Paulina Street	967.00
Harry Marks 6014 West Patterson Avenue Chicago, Illinois 60634	1/20/99 1600 North Austin Avenue	93.00
Carmencita Martinez 2131 North Keystone Avenue Chicago, Illinois 60639	2/7/99 4449 West Fullerton Avenue	207.00
Adminda Matos 1814 North Harding Avenue Chicago, Illinois 60647	5/14/99 4540 North Hamlin Avenue	347.00

* To City of Chicago, Bureau of Parking.

11/3/99

REPORTS OF COMMITTEES

13743

Name And Address	Date And Location	Amount
Mark J. Maxson 3914 North Claremont Avenue Chicago, Illinois 60618	5/5/99 1035 West Congress Parkway	\$ 117.00
Clyde Mcallum 9323 South Avalon Avenue Chicago, Illinois 60619	2/3/99 5100 South Lake Shore Drive	162.00
David McCluster 14614 South Priceton Avenue Chicago, Illinois 60419	2/5/99 432 West 120 th Street	37.00
Joann Milner 7229 South Aberdeen Street Chicago, Illinois 60621	5/2/99 7100 South Dr. Martin Luther King, Jr. Drive	52.00
Robert G. Mirocha and American Family Insurance Company Suite 100 745 McClinton Drive Burr Ridge, Illinois 60521	1/26/99 1435 East Midway Plaisance	1,749.00
Mack A. Mister 4721 West Fulton Street Chicago, Illinois 60644	5/10/99 1610 East 60 th Street	168.00
Shontelle T. Mixon 16055 South Avalon Avenue South Holland, Illinois 60473	1/11/98 7500 South Stony Island Avenue	93.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Andre G. Moore 1661 West 92 nd Place Chicago, Illinois 60620	2/22/99 9200 South Beverly Road	\$ 40.00 120.00*
John L. Murphy 714 Barnsdale Road LaGrange Park, Illinois 60526	2/11/99 5400 South Western Avenue	95.00
Raymond A. Nardi 3768 North Oketo Avenue Chicago, Illinois 60634	5/4/99 3800 North Oketo Avenue	754.00
Mila Kolan 7026 North Sioux Avenue Chicago, Illinois 60646	3/17/99 6300 North Milwaukee Avenue	69.00
Mary E. O'Keefe-Bateman 600 Renaissance Boulevard Oak Brook Terrace, Illinois 60181	2/14/99 811 North Lake Shore Drive	71.00
Ann M. O'Malley 4149 North Marmora Avenue Chicago, Illinois 60634	3/9/99 4100 North Menard Avenue	191.00
David Orr 7512 South Laramie Avenue Burbank, Illinois 60459	5/7/99 3957 West Columbus Avenue	76.00 86.00*
Bernardo Osorio 4712 North Lawndale Avenue Chicago, Illinois 60625	4/19/99 3350 North Western Avenue	253.00
Paul D. Otubusin 2809 Walnut Road Homewood, Illinois 60430	1/15/99 2400 North Lake Shore Drive	590.00 110.00*

* To City of Chicago, Bureau of Parking

11/3/99

REPORTS OF COMMITTEES

13745

Name And Address	Date And Location	Amount
Steven Palazzolo Unit 11A 1339 North Dearborn Chicago, Illinois 60610	4/17/99 2000 South Michigan Avenue	\$ 408.00 50.00*
Lynn Patko 10541 South Kedvale Oak Lawn, Illinois 60453	4/30/99 658 North Lake Shore Drive	177.00
Stanley Pekkala 2716 Edgewood Drive Dyer, Indiana 46311	1/24/99 600 South Wood Street	73.00
Matt Petrie 2434 North Spaulding Avenue Chicago, Illinois 60647	3/14/99 2218 West Fullerton Avenue	105.00
Linda R. Pisano 2910 Washington Street Franklin Park, Illinois 60131	11/4/98 7800 West Rosedale Avenue	110.00
Cynthia V. Powell 9619 South Forest Avenue Chicago, Illinois 60628	2/23/99 790 West 100 th Place	394.00
Victoria E. Psichalinos 6816 North Sauganash Avenue Chicago, Illinois 60646	4/25/99 6251 North Lincoln Avenue	161.00
Lavterio Ramos Apartment 2B 9372 Golf Road Des Plaines, Illinois 60016	1/6/99 5158 North Ashland Avenue	84.00

* To City of Chicago, Bureau of Parking.

Name And Address	Date And Location	Amount
Darren K. Reynolds 4937 North California Avenue Chicago, Illinois 60625	1/18/99 1000 North Sacramento Avenue	\$ 285.00
James and Patricia Robinson and State Farm Insurance Company 2702 Ireland Grove Road P. O. Box 2311 Bloomington, Illinois 61702	1/19/99 5410 South Lake Shore Drive	339.00
Lois F. Robinson P. O. Box 496093 Chicago, Illinois 60649	1/5/99 3029 East 95 th Street	238.00
William and Liliane Roman and State Farm Insurance Company 2702 Ireland Grove Road P. O. Box 2311 Bloomington, Illinois 61702	1/19/99 West Ogden Avenue and South Trumbull Avenue	409.00
Patricia M. Roman 2032 West 110 th Place Chicago, Illinois 60643	5/3/99 3100 West Lawrence Avenue	288.00 30.00*
Arlene Rubin 1360 East 49 th Street Chicago, Illinois 60615	5/4/99 6700 South Cornell Drive	42.00
Will Sanders 3343 West Flournoy Street Chicago, Illinois 60624	1/22/99 400 North Homan Avenue	607.00

* To City Of Chicago, Bureau of Parking

11/3/99

REPORTS OF COMMITTEES

13747

Name And Address	Date And Location	Amount
Dianne M. Sands 48 Willow Parkway Buffalo Grove, Illinois 60089	1/18/99 4700 West Peterson Avenue	\$221.00
Lynda Shingles 8240 South Christiana Avenue Chicago, Illinois 60652	3/20/99 5401 South Western Avenue	64.00
Adrienne E. Shirley 1505 North North Park Avenue Chicago, Illinois 60610	3/16/99 2600 North Halsted Street	79.00
David A. Sivicek 6123 South Kedvale Avenue Chicago, Illinois 60629	4/17/99 3901 West Columbus Avenue	77.00
Ronnie Skinner 6919 South Rockwell Street Chicago, Illinois 60629	5/10/99 6918 South Rockwell Street	561.00
Cheryl L. Slusarchuk 3206 Hartzell Street Evanston, Illinois 60201	2/2/99 2400 North Lake Shore Drive	420.00
James C. Smith 2221 West 80 th Place Chicago, Illinois 60620	1/11/99 7600 South Normal Avenue	251.00
Delores Stewart-Hall 6124 South Sangamon Street Chicago, Illinois 60621	1/30/99 200 West 55 th Street	88.00
Pamela L. Summer Unit 2B 12741 South Lacrosse Avenue Alsip, Illinois 60803	5/7/99 3959 West Columbus Avenue	125.00

* To City Of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kardly Takacs 2000 West Arthur Avenue Chicago, Illinois 60645	2/10/99 1400 Inner Lake Shore Drive	\$1,551.00 220.00*
Wayne W. Taraba 15262 Heather Court Orland Park, Illinois 60462	4/24/99 3900 West Columbus Drive	342.00
Albert R. Terrell 1417 West Leland Avenue Chicago, Illinois 60640	5/12/99 3000 North Broadway	296.00
Edward Thomas 5112 West Devon Avenue Chicago, Illinois 60646	6/10/99 6250 North Lincoln Avenue	111.00
John T. Vidra 8915 South Beck Place Hometown, Illinois 60456	5/8/99 3957 West Columbus Avenue	546.00
Kristi L. Ward Unit 3102 525 West Hawthorne Place Chicago, Illinois 60657	1/26/99 505 North Lake Shore Drive	138.00
Relunda Washington 6922 South Oglesby Avenue Chicago, Illinois 60649	5/14/99 6300 South Lake Shore Drive	60.00
Richard J. Welch 5815 North Caldwell Avenue Chicago, Illinois 60646	3/22/99 5620 North Caldwell	327.00 50.00*
Matthew B. Wienke 2631 North Mozart Street Chicago, Illinois 60647	4/25/99 2900 North Western Avenue	35.00 60.00*

* To City of Chicago, Bureau of Parking

11/3/99

REPORTS OF COMMITTEES

13749

Name And Address	Date And Location	Amount
Tarra A. Williams 9114 South Luella Avenue Chicago, Illinois 60617	1/3/99 9405 South Paxton Avenue	\$ 25.00 100.00*
W.J. Willims P.O. Box 460 Matteson, Illinois 60443	4/27/99 7800 South Dr. Martin Luther King Jr., Drive	52.00
Bonnie D. Wren 7925 South LaSalle Street Chicago, Illinois 60620	1/26/99 7520 South Wester Avenue	228.00
Cathy Wright 7338 South Sacramento Avenue Chicago, Illinois 60629	4/20/99 6908 South Cornell Avenue	184.00

Damage To Vehicle.

*Department Of Transportation/Bureau Of Bridges:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Henry Berrones and State Farm Insurance Company P.O. Box 7623 Lafayette, Indiana 47903	1/23/99 12401 South Torrence Avenue	\$975.00

* To City of Chicago, Bureau of Parking

13750

JOURNAL--CITY COUNCIL--CHICAGO

11/3/99

Name And Address	Date And Location	Amount
Leota Johnson Apartment 811 4800 South Lake Park Avenue Chicago, Illinois 60615	5/6/99 3148 South Sacramento Avenue	\$765.00

Damage To Property.

*Department Of Transportation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
The People Gas Light and Coke Company File 98-0-206 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	5/28/98 8700 South Wabash Avenue	\$463.00

Damage To Property.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Diane Ruth Larson 6505 North Nashville Avenue Chicago, Illinois 60631	4/6/99 6505 North Nashville Avenue	\$15.00

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Wanda Y. Rodriguez P.O. Box 478446 Chicago, Illinois 60647	1/3/99 1628 North Harding Avenue	\$ 629.00*
Larry Wondolonski 3543 North Claremont Avenue Chicago, Illinois 60618	10/17/97 1500 North Halsted Street	450.00*
Sarah Montiel 619 North Center Street Joliet, Illinois 60435	1/4/99 9823 South Commercial Avenue	166.00
Richard R. Moroko 5819 South Harlem Avenue Chicago, Illinois 60638	11/12/98 10135 South Lowe Avenue	1,125.00

Damage To Vehicle.

*Department Of Fire:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ramiro Samand and Allstate Insurance Company P.O. Box 227257 Dallas, Texas 75222	2/28/97 California and Selma	\$339.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Bernard Zuckerman and Prudential Property and Casualty Insurance P.O. Box 957 Horsham, Pennsylvania 19044 Attention: Subrogation	1/21/99 8330 North Cumberland Avenue	\$557.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Mary E. Barron and Allstate Insurance Company P.O. Box 227257 Dallas, Texas 75222	9/20/98 10245 South Indiana Avenue	\$1,279.00
Susan Koehnlein Apartment 1B 1927 North Cleveland Avenue Chicago, Illinois 60614	4/22/99 2100 North Lincoln Avenue	332.00
Shawn Eric Luhtala and American Family Insurance P.O. Box 6750 Vernon Hills, Illinois 60061	3/5/99 7634 North Sheridan Road	1,228.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Pamela Coleman-Williams	12/11/98	\$303.00
Apartment 3	During relocation	330.00*
7400 South Rhodes		
Dallas, Texas 75222		

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John Paul Dombroski	1/10/99	\$ 255.00
8626 West Sunnyside Avenue	8626 West Sunnyside Avenue	
Chicago, Illinois 60656		
Peter Gregory	1/10/99	185.00
6447 North Oliphant Street	6447 North Oliphant Avenue	50.00*
Chicago, Illinois 60631		
The LaSalle Private Residences	1/14/99	896.00
in care of Michelle E. Niles	1212 North LaSalle Street	
1212 North LaSalle Street		
Chicago, Illinois 60610		

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Tuscany Club Villas Homeowners Association Attention: Adrienne Geary 1162 West Polk Street Chicago, Illinois 60607	1/15/99 731 South Racine Avenue	\$2,364.00
Tuscany Club Villas Homeowners Association Attention: Adrienne Geary 1162 West Polk Street Chicago, Illinois 60607	11/5/98 731 South Racine Avenue	745.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert M. Banich, Jr. and Allstate Insurance Company P.O. Box 22757 Dallas, Texas 75222	12/13/95 West 22 nd and South Canal Street	\$ 314.00 450.00*
Elizabeth Clary 4745 South Kimbark Avenue Chicago, Illinois 60615	1/4/99 4745 South Kimbark Avenue	451.00
Mariano Mendez 4335 South Homan Avenue Chicago, Illinois 60632	9/18/98 Kelly High School parking lot	2,203.00
Vincent D. O'Donnell 4504 North Elston Avenue Chicago, Illinois 60630	1/10/99 4504 North Elston Avenue	1,863.00

* To City of Chicago, Bureau of Parking

11/3/99

REPORTS OF COMMITTEES

13755

Name And Address	Date And Location	Amount
Bridgette Saldivar 5867 North Luna Avenue Chicago, Illinois 60646	1/10/99 4504 North Elston Avenue	\$ 400.00
Oshie M. Saunder and Allstate Insurance Company P.O. Box 22757 Dallas, Texas 75222	1/14/99 955 West 84 th Street	553.00 20.00*
Marvella Shelton 41 West 107 th Street Chicago, Illinois 60628	1/8/99 40 West 107 th Street	220.00 60.00*

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant on account of underground leaks and charge same to Account Number 200.87.2015.0952.0952:

Name And Address	Date And Location	Amount
Robert Standring 10517 South Western Avenue Chicago, Illinois 60643	8/27/98 to 11/2/98 10517 South Western Avenue	\$400.00
William and Carolyn Owens 10149 South Hoyne Avenue Chicago, Illinois 60643	10/6/98 to 12/8/98 8022 South Maryland Avenue	400.00
Lawrence Henderson 5151 South Mayfield Avenue Chicago, Illinois 60638	3/8/99 to 4/23/99 626 West 48 th Place	400.00

* To City of Chicago, Bureau of Parking

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *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.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account Number 100-99-2005-0939-0939:

[List of claimants printed on pages 13758 through
13760 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR
CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *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.

(Continued on page 13761)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/03/1999

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
ADDISON LAKESHORE EAST	28	ANNUAL	2,100.00	HELEN SHILLER	46
ALBANY CONDOMINIUM ASSN.	6	SEMI-ANNUAL	225.00	BERNARD L. STONE	50
ANDERSON VILLAS CONDO. ASSOC.	9	ANNUAL	675.00	PATRICK J O'CONNOR	40
ANDERSONVILLE CONDO ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
ARGYLE/SEELEY CONDO. ASSN.	16	ANNUAL	652.00	EUGENE C. SCHULTER	47
BALMORAL/KENMORE CONDO. ASSOC.	21	ANNUAL	1,575.00	MARY ANN SMITH	48
BEL-HARBOUR CONDOMINIUMS	206	ANNUAL	6,153.70	BERNARD J. HANSEN	44
BUENA PARK CONDO ASSN. INC.	24	ANNUAL	1,800.00	PATRICK J. LEVAR	45
CARMEN WALK CONDO ASSN.	9	ANNUAL	675.00	MARY ANN SMITH	48
COLUMBIA ESTATES CONDOMINIUM	19	ANNUAL	1,425.00	JOE MOORE	49
CORNELL COMMON CONDO ASSOC.	16	ANNUAL	1,200.00	LESLIE HAIRSTON	05
CORNERSTONE CONDO. ASSOC.	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
CRANSTON CONDOMINIUM ASSOC.	46	ANNUAL	3,450.00	LESLIE HAIRSTON	05
DAYTON-DICKENS CONDOMINIUM	15	ANNUAL	1,125.00	VI DALEY	43
EDISON PARK PLACE CONDOMINIUM	24	ANNUAL	1,800.00	BRIAN G. DOHERTY	41
EMMERSON PARK CONDOMINIUM, INC	56	SEMI-ANNUAL	2,100.00	BERNARD L. STONE	50
FIFTEEN-THIRTY NORTH STATE	14	SEMI-ANNUAL	525.00	BURTON F. NATARUS	42
FOSTER CONDO ASSOCIATION	30	ANNUAL	2,250.00	BRIAN G. DOHERTY	41
FOUR CORNERS II CONDO. ASSN.	21	ANNUAL	1,575.00	TONI PRECKWINKLE	04
GARFIELD COVE CONDOMINIUM	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
GASLIGHT VILLAGE CONDO ASSN.	81	SEMI-ANNUAL	3,037.50	BERNARD J. HANSEN	44
GLENWOOD CONDO AND HEALTH CLUB	28	ANNUAL	2,100.00	PATRICK J O'CONNOR	40
GRANVILLE SYNDICATE	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
GREENVIEW BUILDING CORPORATION	24	ANNUAL	1,800.00	JOE MOORE	49
GREENWAY COURT CONDO. ASSN.	26	ANNUAL	1,260.00	LESLIE HAIRSTON	05
GREENWOOD CONDOMINIUM	6	SEMI-ANNUAL	225.00	TONI PRECKWINKLE	04
HAMILTON CONDOMINIUM ASSOC.	9	ANNUAL	675.00	BERNARD L. STONE	50
HAMPDEN COURT CONDO. ASSOC.	67	ANNUAL	5,025.00	VI DALEY	43
HEADLEY SCHOOL CONDO. ASSN.	12	ANNUAL	900.00	VI DALEY	43
HEDGEROW CONDOMINIUMS	56	ANNUAL	3,352.00	LESLIE HAIRSTON	05
HIGGINS TERRACE CONDO ASSN.	8	ANNUAL	600.00	BRIAN G. DOHERTY	41
JARVIS ON THE LAKE CONDOMINIUM	92	ANNUAL	4,014.91	JOE MOORE	49
JUNEWAY BUILDING CORPORATION	18	ANNUAL	1,350.00	JOE MOORE	49
LANDMARK VILLAGE CONDO. ASS'N.	198	ANNUAL	14,850.00	THEODORE MATLAK	32
LELAND HOUSE CONDO. ASSN.	10	ANNUAL	750.00	THOMAS ALLEN	38
LELAND MANOR CONDO ASSOC.	5	SEMI-ANNUAL	187.50	THOMAS ALLEN	38
MAGNOLIA AVE CONDO ASSOCIATION	6	ANNUAL	450.00	MARY ANN SMITH	48
MAGNOLIA MANOR CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
MAISON GRIEMERE CONDO. ASS'N.	6	ANNUAL	450.00	HELEN SHILLER	46
MALDEN COURT CONDO. ASSOC.	6	ANNUAL	450.00	HELEN SHILLER	46
MANGO CONDOMINIUMS	7	ANNUAL	525.00	PATRICK J. LEVAR	45
MAP FACTORY LOFTS CONDO ASS'N.	40	ANNUAL	3,000.00	PATRICK J O'CONNOR	40
MARSHFIELD LOFTS CONDO. ASS'N.	32	SEMI-ANNUAL	1,200.00	THEODORE MATLAK	32
MASON MANOR CONDOMINIUM	24	ANNUAL	1,800.00	ISAAC CAROTHERS	29
MERRILL SQUARE HOUSING CO-OP	26	ANNUAL	1,950.00	LESLIE HAIRSTON	05

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/03/1999

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
MIDWAY CONDO ASSOCIATION	6	ANNUAL	382.53	FRANK OLIVO	13
MIDWAY CONDO. ASSOCIATION	6	ANNUAL	382.53	FRANK OLIVO	13
ORCHARD CONDOMINIUM ASSN.	6	ANNUAL	450.00	VI DALEY	43
PARK HARBOR CONDO ASSN.	101	ANNUAL	4,297.00	HELEN SHILLER	46
PARKSIDE MANOR CONDO ASSOC.	6	ANNUAL	450.00	VI DALEY	43
PATTINGTON CONDO ASSOCIATION	85	SEMI-ANNUAL	3,048.50	HELEN SHILLER	46
PAXTON PLACE CONDO. ASSN.	15	ANNUAL	1,125.00	LESLIE HAIRSTON	05
PETERSON PARK TWO CONDO. ASSN.	6	ANNUAL	450.00	MARGARET LAURINO	39
POINT LOMA CONDO. ASSOC.	6	ANNUAL	450.00	JOE MOORE	49
PRINTERS ROW CONDO. ASSOC.	104	SEMI-ANNUAL	3,900.00	VI DALEY	43
PURGLOSS VIEW CONDOMINIUM	60	ANNUAL	3,840.00	MICHAEL R. ZALEWSKI	23
RACINE COURTS COOPERATIVE	122	ANNUAL	9,150.00	LEONARD DEVILLE	21
RIDGEMOOR ESTATES VI CONDO.	44	ANNUAL	2,220.00	THOMAS ALLEN	38
RIDGEMOOR WEST CONDOS	10	ANNUAL	648.00	THOMAS ALLEN	38
SHAKESPEARE BUILDING CORP.	25	ANNUAL	1,875.00	VI DALEY	43
SHERIDAN BRIAR SO. CONDO. ASSN	15	SEMI-ANNUAL	562.50	BERNARD J. HANSEN	44
SHORE MANOR CONDOMINIUM	90	ANNUAL	4,631.00	MARY ANN SMITH	48
SLINGERLAND CONDO ASSN.	20	ANNUAL	1,500.00	VI DALEY	43
SOUTH SHORE CLUB CONDO ASSN.	17	ANNUAL	1,275.00	WILLIAM M. BEAVERS	07
SOUTHPORT CONDOMINIUM ASSOC.	18	ANNUAL	1,350.00	BERNARD J. HANSEN	44
SUMMERDALE CONDO ASSOC.	24	ANNUAL	1,800.00	MARY ANN SMITH	48
SURFSIDE CONDOMINIUM	188	ANNUAL	6,638.50	MARY ANN SMITH	48
THE CHURCHILL	65	ANNUAL	4,875.00	BURTON F. NATARUS	42
THE VEDADO CONDO. ASSN.	28	ANNUAL	1,099.00	VI DALEY	43
THE 76TH & SOUTH SHORE DRIVE	13	ANNUAL	975.00	LORRAINE L DIXON	08
TREVI SQUARE CONDO. ASSN.	69	ANNUAL	2,364.27	BURTON F. NATARUS	42
VICTORIAN GENTLEMAN CONDO.	8	ANNUAL	600.00	VI DALEY	43
VILLAGE LANE CONDO ASSOC.	32	ANNUAL	2,400.00	VI DALEY	43
VILLAGE LANE CONDO ASSOC.	18	ANNUAL	1,350.00	LORRAINE L DIXON	08
WEST EDGEWATER CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
WILLIAMSBURG GARDEN HOMEOWNERS	15	ANNUAL	1,125.00	VI DALEY	43
WINSTON SOUTH CONDOMINIUM	18	ANNUAL	1,350.00	LESLIE HAIRSTON	43
1000 W. DIVERSEY LOFTS CONDO	8	ANNUAL	600.00	VI DALEY	43
110 E. DELAWARE PLACE CONDO.	68	SEMI-ANNUAL	1,533.50	BURTON F. NATARUS	42
1116-18 LOYOLA CONDOMINIUM	10	ANNUAL	720.00	JOE MOORE	49
1147 WEST OHIO CONDO. ASSN.	27	ANNUAL	2,025.00	JESSE GRANATO	01
1335 ASTOR COOPERATIVE APTS.,	47	ANNUAL	3,525.00	VI DALEY	43
1400 W. BELLE PLAIN CONDO ASSOC	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
1430 LAKE SHORE DRIVE	23	SEMI-ANNUAL	862.50	VI DALEY	43
1660 CONDOMINIUM ASSOCIATION	492	ANNUAL	18,755.00	VI DALEY	43
1801 N. ORLEANS CONDOMINIUM	9	ANNUAL	675.00	VI DALEY	43
2107-09 W. JARVIS CONDO. ASSOC.	6	ANNUAL	450.00	JOE MOORE	49
227 EAST WALTON CONDO. ASSOC.	24	SEMI-ANNUAL	900.00	BURTON F. NATARUS	42
2335 N. COMMONWEALTH CONDO.	41	SEMI-ANNUAL	1,537.50	VI DALEY	43
253 EAST DELAWARE CONDO. ASSOC	164	SEMI-ANNUAL	3,791.67	BURTON F. NATARUS	42

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/03/1999

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
2615 W. FOSTER CONDO ASSN.	15	ANNUAL	1,125.00	PATRICK J O'CONNOR	40
2617-19 W. LELAND CONDO. ASSOC.	6	ANNUAL	232.00	RICHARD F. MELL	33
3741-55 N. PINE GROVE CONDO.	24	ANNUAL	1,566.61	HELEN SHILLER	46
3825-27 N. KENMORE CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
4229 N. KENMORE CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
426 BARRY CONDOMINIUM ASSN.	52	SEMI-ANNUAL	1,950.00	BERNARD J. HANSEN	44
4300 MARINE DRIVE CONDOMINIUM	90	ANNUAL	5,586.10	HELEN SHILLER	46
4746-48 N. KENMORE CONDO ASSN	6	ANNUAL	450.00	HELEN SHILLER	46
4880 MARINE DRIVE CONDO. ASSN.	119	SEMI-ANNUAL	2,148.00	MARY ANN SMITH	48
515 W. BELDEN TOWNHOUSES	16	ANNUAL	1,200.00	VI DALEY	43
5223-25 S. DORCHESTER CONDO. #3	7	ANNUAL	525.00	TONI PRECKWINKLE	04
5237 N. EAST RIVER ROAD CONDO.	9	ANNUAL	675.00	BRIAN G. DOHERTY	41
5406 HARPER CONDO. ASS'N.	14	ANNUAL	1,050.00	TONI PRECKWINKLE	04
5514 CORNELL CONDOMINIUM ASSN.	31	ANNUAL	2,325.00	LESLIE HAIRSTON	05
56TH KIMBARK CONDOMINIUM	60	ANNUAL	2,354.46	LESLIE HAIRSTON	05
6410-12 GLENWOOD CONDO. ASSN.	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
6425-27 NEWGARD CONDOMINIUM	6	SEMI-ANNUAL	225.00	PATRICK J O'CONNOR	40
6619 N. SHERIDAN CONDO ASSC.	22	ANNUAL	1,392.00	JOE MOORE	49
700 CORNELIA CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
7401 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL	300.00	JOE MOORE	49
75TH ON THE LAKE HOME OWNER'S	84	ANNUAL	5,824.00	WILLIAM M. BEAVERS	07
7710 N. SHERIDAN RD. CONDO	33	ANNUAL	2,352.00	JOE MOORE	49
7935-41 SOUTH STATE CONDO	10	ANNUAL	750.00	FREDDRENNA LYLE	06
801-03 EAST 87TH PLACE CONDO	9	ANNUAL	675.00	LORRAINE L DIXON	08
843-845 W. GRACE CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46

(Continued from page 13757)

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

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account Number 314-99-2005-9148-0938:

[List of claimants printed on page 13762 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

(Continued on page 13763)

SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BRINN, ROSETTA M.	10-36-120-003-1047	50 STONE	50.00
CRONEK, THERESA W.	13-08-430-080-1014	45 LEVAR	50.00
KROGLOTH, ELIZABETH	10-31-417-050-1009	41 DHERTY	50.00
LAMARCA, MARIE P.	12-14-112-025-1046	36 BANKS	50.00
MERRINEATHER, FLORINE D.	25-11-300-020-0000	08 DIXON	50.00
MERRINEATHER, FLORINE D.	25-11-300-020-0000	08 DIXON	50.00
MORGAN, THELMA	25-10-419-017-0000	08 DIXON	50.00
PASCAZIO, MICHAEL	13-08-313-019-1007	45 LEVAR	50.00
PECK, RICHARD W.	17-10-401-014-1424	42 NATARUS	50.00
PERELMUTER, NANCY G.	20-12-104-002-0000	04 PRECKWINKLE	50.00
PISTORESI, CATHERINE	13-18-409-057-1064	38 ALLEN	50.00
REICHMAN, FERRE	10-36-100-018-1226	50 STONE	50.00
SLOAN, JOSEPH J.	14-08-203-017-1650	48 SMITH	50.00
STOKLOSA, CAROLINE	12-23-224-043-1021	36 BANKS	50.00
TABER, CHARLINE M.	14-21-307-047-1004	44 HANSEN	50.00
TALBERT, ROMANCE	51-65-481-315-5460	04 PRECKWINKLE	50.00
TRACZI, NATALIE	13-17-107-203-1004	38 ALLEN	50.00
WINKELMAN, ETHEL L.	17-10-219-023-1115	42 NATARUS	50.00
		* TOTAL AMOUNT	900.00

(Continued from page 13761)

Your Committee on Finance, Small Claims Division, to which was referred on February 28, 1990 and on subsequent dates, sundry claims as follows:

Abudayyeh, Maged

Alexander, Tina

Almeroth, Anita

American Lock Co. and Chubb Group of Insurance

Arguello, Vigarny

Armstrong, Leroy

Bates, Kim

Bates, Larry and American Family Insurance

Becton, Frances B. and Pembridge General Insurance Company

Bernacki, Gregory

Best, Kenneth

Bielski, Teofil

Bolds, Vercina Parker and American Service Insurance Company

Bonilla, Luis E.

Booze, Josephine

Bosley, Sophia D.

Bracey, Beverly

Chow, Tuck L.

Colburn, Timothy R.

Conway, Jennifer S.

Cook County Sheriff's Police

Cook, Allen D. and Allstate Insurance Company

Daniels, Ora Y.

Davis, Kent

Davis, Victor

De Jesus, Francisco and Constitutional Casualty Company

Diaz, Catarino

Dietz, Inc.

Dorsett, Lorraine

Dragisic, Michael

Draskovic, George

Dust, Kevin

Farley, Bruce

French, Kenneth C.

Gracida, Elsa

Grayson, Donald and American Service Insurance Company

Hall, Olivia

Hamblet, Mitch J.

Hardy, Marilyn

Haug, John D. and Unique Insurance Company

Henry, Burrell G.

Hollis, James

Huet, Ruth and Electric Insurance Company

Jackson, Beauty and Allstate Insurance Company

Johnson, Marge A.

Kazimierski, Richard

Khan, Fazal M.

Kinnard, Rochelle

Kluck, Robert J.

Kowalski, Frank and State Farm Insurance Company

Lamon, Antwon D.

Lawler, Peter J.

Lu, Zhen F.

Lucero, Julio

Lupu-Vieru, Constantin

Malmstrom, Roger and State Farm Insurance Company

Marsala, Salvatore and State Farm Insurance Company

Martinez, Gelacio

McDougall, Jose

McGee, Adlai A.

McGowan, Mack

McKenna Transport Inc. and American Modern Home Insurance

McThay, Vivian J.

Medina, Raul and State Farm Insurance Company

Meyers, Leonard E.

Miles, Arthur C.

Miller, Maureen A.

Miraki, Mohammed D.

Mong, Agwu

Mormino, Anthony S.

Motykiewicz, Arlene

Nguyen, Linda

Nieto, Jose

Noga, Ted and Janice and American Family Mutual Insurance Company

Olivera, Francisco

Onate-Rojas, Susana

Ortiz, Carmen L.

Owoyemi, Alex K.

Panek, Edward Anthony

Panowicz, Stanley

Patek, Michael

Patrick, Althea C. and Kemper Group Insurance Company

Payne, Kenneth and Allstate Insurance Company

Payton, Ernest

Pinkston, Crystal

Poolem, Charles R.

Porebski, Michal K.

Preradovic, Biljana and Ljubomir

Prevandar, Doris E.

Ramsay, Sylvia

Reizner, Raymond B.

Rios, Medelicia

Robinson, Sherry A.

Rodriguez, Juan and Irma and State Farm Insurance Company

Rucker, Charles

Rury, John L.

Santiago, William

Shanta, Ezan P.

Silvano, Delgado

Small, Steven M.

Smerecky, Jolene

Smith, Edward B. and Chubb Group of Insurance

Sorrentino, Richard A.

Turbett, Timothy A.

Valdivia, Eduardo

Washington-Chambers, Rosie

Watkins, Elizabeth

Weaver, Keith F. and State Farm Insurance Company

Weisman, Ross

Westbrook, Denise

Williams, Claudine J.

Wilson, Charlie and Chubb Group of Insurance

Wilson, Isabel M.

Wilson, Isabel M.

Wimple, Sheri and State Farm Insurance Company

Withmore, Jr., James

Young, Bernice E. and Unique Insurance Company

Zaccagnini, Joseph,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF
AUGUST, 1999.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgements were entered or cases settled during the month of August, 1999, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases 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.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF
SEPTEMBER, 1999.

The Committee on Finance submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgements were entered or cases were settled during the month of September, 1999, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases 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.

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

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

EXECUTION OF GRANT AGREEMENTS WITH CHICAGO
PARTNERSHIP FOR ECONOMIC DEVELOPMENT, INC.
AND REPEAL OF TITLE 2, CHAPTER 76, SECTION
300 OF MUNICIPAL CODE OF CHICAGO
RELATING TO ECONOMIC DEVELOPMENT
COMMISSION OF CHICAGO.

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

CHICAGO, November 3, 1999.

To the President and Members of the City Council.

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the execution of a grant agreement

between the City of Chicago and the Chicago Partnership for Economic Development, Inc. necessary to assist in the facilitation and coordination of business attraction, retention and expansion efforts for the City, and an amendment to the Municipal Code of the City of Chicago repealing Chapter 2-76-300 relating to the Economic Development Commission of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, by and through its Office of Budget and Management ("O.B.M."), has determined that a grant to the Chicago Partnership for Economic Development, Inc., an Illinois not-for-profit corporation (the "Grantee"), is necessary,

essential and appropriate to assist the Grantee with its mission of facilitating and coordinating business attraction, retention and expansion efforts for the City (the "Grantee's Mission"); and

WHEREAS, O.B.M. intends to provide to the Grantee an amount not to exceed One Million One Hundred Twelve Thousand Six Hundred Eleven Dollars (\$1,112,611) along with the assistance of certain City personnel to be determined by the Director of O.B.M. (the "Budget Director") for the purpose of assisting the Grantee in fulfilling the Grantee's Mission (such funds and personnel assistance shall be collectively referred to as the "99 Grant"); and

WHEREAS, The funds and personnel assistance being made available to the Grantee through the 99 Grant have been previously funded through appropriations to O.B.M. in the City's 1999 appropriations ordinance (the "Current Appropriation") for the purpose of providing to the City professional and technical services, and it is currently necessary that the City Council of the City (the "City Council") approve the making of the 99 Grant to the Grantee through this ordinance; and

WHEREAS, O.B.M. anticipates the appropriation of certain funds and City personnel in the City's 2000 appropriations ordinance (the "Future Appropriation") for the purpose of providing to the City professional and technical services; and

WHEREAS, O.B.M. wishes to make available to the Grantee Two Million Dollars (\$2,000,000) from the Future Appropriation along with the assistance of certain City personnel to be determined by the Budget Director (such funds and personnel assistance shall be collectively referred to as the "2000 Grant") and it is currently necessary that the City Council approve the making of the 2000 Grant to the Grantee through this ordinance, subject to the City Council's approval of the Future Appropriation to O.B.M.; and

WHEREAS, Both the 99 Grant and the 2000 Grant shall be used for the terms described in the grant agreement attached hereto as Exhibit A (the "Grant Agreement") and both shall be subject to the terms and conditions specified therein; and

WHEREAS, Chapter 2-76-300 of the Municipal Code of Chicago (the "Code") established the Economic Development Commission of Chicago (the "Commission") for the purpose of advising the Mayor of the City and the Commissioner of the Department of Planning and Development ("D.P.D.") with respect to business attraction and retention policies, thereby serving as the business marketing arm of the City; and

WHEREAS, The Grantee's Mission will overlap with certain of the duties of the Commission and O.B.M. and D.P.D. have determined that it is desirable that the

Commission cease to exist; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. O.B.M. is hereby authorized to provide the 99 Grant to the Grantee for the purpose of assisting the Grantee in fulfilling the Grantee's Mission.

SECTION 3. Subject to the approval of the Future Appropriation by the City Council, O.B.M. is hereby authorized to provide the 2000 Grant to the Grantee for the purpose of assisting the Grantee in fulfilling the Grantee's Mission.

SECTION 4. Subject to the approval of the Corporation Counsel, the Budget Director is hereby authorized to execute and deliver the Grant Agreement in a form substantially similar to Exhibit A attached hereto.

SECTION 5. Chapter 2-76-300 of the Code is hereby repealed and the Commission which was created thereunder shall hereby cease to exist.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A"

*Grant Agreement Between The City Of Chicago And Chicago
Partnership For Economic Development, Inc.*

This grant agreement, made and entered into as of this ____ day of _____,

1999 (this "Agreement") by and between the City of Chicago (the "City") acting through its Office of Budget and Management ("O.B.M.") and the Chicago Partnership for Economic Development, Inc., an Illinois not-for-profit corporation ("Grantee").

Recitals.

Whereas, The City is a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

Whereas, Grantee is an Illinois not-for-profit corporation organized for the purposes of facilitating and coordinating business attraction, retention and expansion efforts for the City ("Grantee's Mission"); and

Whereas, The City has determined that a grant to Grantee is necessary, essential and appropriate to assist Grantee with Grantee's Mission; and

Whereas, O.B.M. desires to provide to Grantee for its use in fulfilling Grantee's Mission a grant in an amount not to exceed One Million One Hundred Twelve Thousand Six Hundred Eleven Dollars (\$1,112,611) (the "99 Grant Funds") and the assistance of certain City personnel (together with the 99 Grant Funds, the "99 Grant Assistance") from the City's 1999 appropriations ordinance; and

Whereas, On November 18, 1998, the City Council of the City (the "City Council") adopted the City's 1999 appropriations ordinance approving the use of the 99 Grant Assistance, subject to certain terms and conditions; and

Whereas, The City also desires to provide to Grantee for its use in fulfilling Grantee's Mission a grant in an amount not to exceed Two Million Dollars (\$2,000,000) (the "2000 Grant Funds") and the assistance of certain City personnel (collectively with the 2000 Grant Funds, the "2000 Grant Assistance") from the City's 2000 appropriations ordinance; and

Whereas, It is anticipated that the City Council will adopt the City's 2000 appropriations ordinance approving the use of the 2000 Grant Assistance, subject to certain terms and conditions (the 99 Grant Assistance and the 2000 Grant Assistance shall be collectively referred as the "Grant Assistance"); and

Whereas, Under the terms and conditions hereof, the City agrees to make the Grant Assistance available to Grantee; and

Whereas, The City and Grantee have among their powers the authority to contract with each other to perform the undertakings described herein;

Now, Therefore, In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

Section 2.

Grant Assistance.

Subject to the provisions in this Agreement, the City shall make available to Grantee the 99 Grant Funds, the 2000 Grant Funds and the assistance of certain City personnel, the nature, control, quantity and use of such personnel assistance remaining in the sole discretion of the Director of O.B.M. (the "Budget Director") at all times.

Section 3.

Covenants And Representations.

3.1

Grantee shall use the Grant Assistance solely for purposes of fulfilling Grantee's Mission.

3.2

Grantee shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, including Title 2, Chapter 2-156 of the Municipal Code of Chicago, pertaining to or affecting Grantee. Upon the City's request, Grantee shall provide evidence satisfactory to the City of such compliance.

3.3

Grantee shall at all times perform its work in fulfilling Grantee's Mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

3.4

Grantee shall apply in a timely fashion to the Internal Revenue Service (the "Service") for its tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, and shall provide the City with a complete copy of its Form 1023 application at the time it is filed with the Service. Grantee agrees to provide the City with copies of all correspondence it receives from the Service with regard to its application for tax-exemption, including but not limited to a copy of the exemption determination letter issued by the Service. Grantee shall not act in any manner which would adversely affect a favorable tax-exemption determination by the Service.

3.5

Grantee shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as shall be determined by the City's Office of Risk Management in its sole discretion.

3.6

Grantee shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

3.7

Grantee represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

*Section 4.**Term; Extensions.*

4.1

This Agreement shall terminate on December 31, 2000; provided, however, that this Agreement may be extended for one (1) or more one (1) year periods at the sole discretion of the Budget Director.

4.2

Notwithstanding anything to the contrary, the Grant Assistance being provided under this Agreement is subject to the appropriation and availability of City funds. In the event that no funds or insufficient funds relating to the Grant Assistance are appropriated and budgeted in any fiscal period of the City which governs the Grant Assistance to be made under this Agreement, the City shall notify Grantee of such occurrence and this Agreement shall terminate on the earlier of: (a) the last day of the fiscal period for which sufficient appropriation was made or (b) whenever the funds appropriated in relation to the Grant Assistance being provided under this Agreement are exhausted.

*Section 5.**Audit. Inspection And Retention Of Records.*

5.1

Grantee shall maintain separate, complete, accurate and detailed books and

records necessary to monitor its use of the Grant Assistance. All such books, records and other related documents shall be available at Grantee's principal office at reasonable times for inspection, copying, audit and examination by an authorized representative of the City, at Grantee's expense.

5.2

Rights of inspection and review provided in this Section 5 shall continue for five (5) years from the date hereof or until final settlement and conclusion of all issues arising out of the acceptance of the Grant Assistance.

Section 6.

Indemnification.

Grantee agrees to indemnify, defend and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and accountants' fees and court costs) suffered or incurred by any such party arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

Section 7.

Default And Remedies.

7.1

In the event Grantee fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement or that certain Economic Disclosure Statement and Affidavit dated as of the date hereof (which Grantee provided to the City in connection with this Agreement), and the same is not cured as described in Section 7.2 hereof, the City may terminate this Agreement.

7.2

Prior to termination, the City shall give its notice of intent to terminate thirty (30) days prior to termination at the address specified in Section 8 hereof, and shall state the nature of the default. In the event Grantee does not cure such default within the thirty (30) day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, Grantee shall not be deemed to have committed such default if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.3

The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

*Section 8.**Notices.*

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

If To The City:

City of Chicago
Office of Budget and Management
Room 604
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Budget Director
Fax Number: (omitted for printing
purposes)

With Copy To:

City of Chicago
Department of Law
Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel
Finance and Economic Development
Division
Fax Number: (omitted for printing
purposes)

If To Grantee:

Chicago Partnership for
Economic Development, Inc.
Suite 2100
203 North LaSalle Street
Chicago, Illinois 60601
Attention: Executive Director
Fax Number: (omitted for printing
purposes)

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two (2) business days following deposit in the mail.

*Section 9.**Modification.*

This Agreement may not be altered, modified or amended except by a written instrument signed by all the parties hereto.

Section 10.

Entire Agreement.

This Agreement constitutes the entire agreement between the City and Grantee and supersedes all prior agreements, negotiation and discussion between them.

Section 11.

Waiver.

Waiver by the City with respect to breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City in writing.

Section 12.

Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

Section 13.

Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 14.

Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 15.

Severability.

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

Section 16.

Governing Law.

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

Section 17.

Non-Liability Of Officials.

No official, employee or agent of the City shall be charged personally by Grantee or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

Section 18.

Assignment.

This Agreement, or any portion thereof, shall not be assigned by Grantee without the prior written consent of the City.

In Witness Whereof, The parties have caused this Agreement to be executed by their authorized officers on or as of the day and year first written above.

City of Chicago

By: _____
Budget Director

Chicago Partnership For Economic
Development, Inc., an Illinois not-for-
profit
corporation

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
AND AMENDMENT TO 1999 ANNUAL APPROPRIATION
ORDINANCE NECESSARY TO REFLECT INCREASE
IN GRANT FUNDS RECEIVED FROM FEDERAL,
STATE AND PRIVATE AGENCIES.

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

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the 1999 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state and private agencies and, having been presented with a proposed substitute ordinance by the Office of Budget and Management, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 1999 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, The City through its Office of Budget and Management has been awarded additional grant funds in the amount of Ten Thousand Dollars (\$10,000) by Landrum & Brown which will be used for the Downtown Greening fund; and

WHEREAS, The City through its Department of Cultural Affairs expects to be awarded grant funds in the amount of One Hundred Seventy-two Thousand Dollars (\$172,000) by The Board of Education of the City of Chicago which shall be used for the Gallery 37/CPS Advanced Arts Education program; and

WHEREAS, The City through its Department of Cultural Affairs expects to be awarded grant funds in the amount of Two Hundred Sixty Thousand Dollars (\$260,000) by the City Colleges of Chicago which shall be used for the Gallery 37 City Colleges Advanced Arts Education program; and

WHEREAS, The City through its Department of Health ("C.D.O.H.") has been awarded federal grant funds in the amount of Three Hundred Sixty-six Thousand Dollars (\$366,000) by the United States Department of Health and Human Services

("H.H.S.") which shall be used for the Public Health Preparedness and Response for Bioterrorism program; and

WHEREAS, The City through its C.D.O.H. has been awarded federal grant funds in the amount of One Million One Hundred Ninety-nine Thousand Dollars (\$1,199,000) by H.H.S. which shall be used to support the establishment of the Men of Color AIDS Coalition 2000 program; and

WHEREAS, The City through its C.D.O.H. has been awarded federal grant funds in the amount of Three Hundred Thousand Dollars (\$300,000) by H.H.S. which shall be used to support the Racial and Ethnic Approaches to Community Health (R.E.A.C.H.) 2010 program; and

WHEREAS, The City through its C.D.O.H. has been awarded federal grant funds in the amount of Four Hundred Ninety-five Thousand Dollars (\$495,000) by H.H.S. which shall be used to support the Targeted Capacity Expansion and HIV Care program; and

WHEREAS, The City through its Department of Human Services has been awarded additional federal grant funds in the amount of Two Million Two Hundred Four Thousand Dollars (\$2,204,000) by H.H.S. which shall be used to support the Head Start program; and

WHEREAS, The City through its Fire Department has been awarded federal grant funds in the amount of Two Hundred Thousand Dollars (\$200,000) by H.H.S. which will be used for the Metropolitan Medical Strike Team program; and

WHEREAS, The City through its Department of Aviation has been awarded federal grant funds in the amount of Seventy-five Thousand Dollars (\$75,000) by the Illinois Department of Commerce and Community Affairs which will be used for the Alternative Fuel Vehicle Demonstration Program; and

WHEREAS, The City through its Public Library has been awarded state grant funds in the amount of One Thousand Dollars (\$1,000) by the Illinois Arts Council which will be used to support Partners 'N Rhyme programs; now, therefore,

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

SECTION 1. The sum of Five Million Two Hundred Eighty-two Thousand Dollars (\$5,282,000) not previously appropriated, representing increased grant awards, has become available for appropriation for the year 1999.

SECTION 2. The sum of Five Million Two Hundred Eighty-two Thousand Dollars (\$5,282,000) not previously appropriated is hereby appropriated from Fund 925 --

Grant Funds for the year 1999, and the Annual Appropriation Ordinance for the year 1999 as amended is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A.

SECTION 3. The Commissioner of the Department of Cultural Affairs is hereby authorized to enter into intergovernmental agreements with the Board of Education of the City of Chicago and the Board of Trustees of Community College District Number 508 (City Colleges of Chicago) to implement new art education programs.

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment To The 1999 Annual Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 1999		
	Awards from Agencies of the Federal Government	\$756,639,204	\$761,478,204
	Awards from Agencies of the State Government	97,102,000	97,103,000
	Awards from Public and Private Agencies	21,021,000	21,463,000

11/3/99

REPORTS OF COMMITTEES

13789

Code	Department And Item	Strike Amount	Add Amount
	925 -- Grant Funds		
05	Office Of Budget And Management:		
	Downtown Greeting Initiative		
	Private Support	\$ 187,000	\$ 197,000
23	Department Of Cultural Affairs:		
	Gallery 37/Chicago Public Schools:		
	Advanced Arts Education Program		172,000
	Gallery 37/City Colleges of Chicago:		
	Advanced Arts Education Program		260,000
41	Department Of Health:		
	Bioterrorism Response Planning		
	Grant		366,000
	Men of Color AIDS Coalition 2000		
	Grant		1,199,000
	Reach 2010: Racial/Ethnic		
	Approaches to Community Health		300,000
	Targeted Capacity Expansion --		
	Substance Abuse and HIV AIDS		495,000
53	Department Of Human Services:		
	Head Start	80,667,000	82,871,000
59	Fire Department:		
	Metropolitan Medical Strike Team		200,000

13790

JOURNAL--CITY COUNCIL--CHICAGO

11/3/99

Code	Department And Item	Strike Amount	Add Amount
85	Department Of Aviation: Alternative Fuel Vehicle Program		\$75,000
91	Chicago Public Library: Partners 'N Rhyme -- IAC		1,000

AMENDMENT OF YEAR XXV COMMUNITY DEVELOPMENT
BLOCK GRANT ORDINANCE NECESSARY TO
REPROGRAM FUNDS WITHIN DEPARTMENT
OF PLANNING AND DEVELOPMENT.

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

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing an amendment to the Year XXV Community Development Block Grant Ordinance necessary to reprogram funds within the Department of Planning and Development, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago (the "City") the City Council authorized the projected use of Community Development Block Grant ("C.D.B.G.") entitlement funds for Year XXV, unexpended funds of prior federal years and related revenues and appropriated those funds (the "Year XXV C.D.B.G. Ordinance"); and

WHEREAS, Pursuant to this ordinance, the reprogramming of funds is subject to review and approval by the City Council; and

WHEREAS, The City desires to further amend the Year XXV C.D.B.G. Ordinance for the Department of Planning and Development's industrial retention efforts; and

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

SECTION 1. The Year XXV C.D.B.G. Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures

indicated in Exhibit A attached hereto.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Revisions Of C.D.B.G. Year XXV Budget Recommendations.

019-CDBG Year XXV Funds

	Strike Amount	Add Amount
Reallocation of Unspent Community Development Block Grant Funds From Prior Years	\$ 12,751,204	\$ 12,761,204
Fund Total	\$127,676,204	\$127,686,204

Code	Department And Item		
	Department Of Planning -- 08		
	Local Industrial Retention Initiative -- 2555		
0135	For Delegate Agencies	\$795,000	\$805,000
	Jane Addams Resource Corp.	15,000	55,000

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH NATIONAL RESEARCH COUNCIL
OF CANADA NECESSARY TO ASSIST IN RESEARCH
AND DEVELOPMENT OF UTILITY CUT
RESTORATION IMPROVEMENT.

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

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the execution of an agreement between the City of Chicago and the National Research Council of Canada necessary to assist in the research and development of utility cut restoration improvement, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "City"); and

WHEREAS, Article VII of the 1970 Constitution of the State of Illinois authorizes the City, as a home rule unit, to perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health and safety, the power to enter into contracts and the power to incur debt; and

WHEREAS, Acting by and through its Department of Transportation ("C.D.O.T."), the City has negotiated the terms of an agreement (the "Agreement") in substantially the form attached hereto as Exhibit A with the National Research Council of Canada ("N.R.C.C.") pursuant to which the N.R.C.C. agrees to perform utility cut restoration research and to provide the City with a report of its findings; and

WHEREAS, The N.R.C.C. and the United States Army Corps of Engineers Cold Regions Research and Engineering Laboratory ("C.R.R.E.L.") have entered, or will enter, into an agreement to build a collaborative research and development project on the practice of utility cut restoration which will include laboratory testing of pavement segments, analytical modeling and field validation testing (the "Project"); and

WHEREAS, The Project could produce practical, cost-effective solutions to extend the expected service life of urban roads that experience extensive utility cuts either to install new service or to repair and upgrade existing services; and

WHEREAS, The Project could lead to the discovery and use of new materials and/or technologies that could improve the safety of urban roads by preventing the formation of potholes resulting from the process of refilling the utility cuts; and

WHEREAS, The cost of the Project is estimated at Two Million Four Hundred Thousand Dollars (\$2,400,000) which is expected to produce deliverable materials and knowledge which could help practitioners to arrive at effective restoration practices to mitigate the problems that result from urban roads utility cuts; and

WHEREAS, A number of field trial sites will be constructed at various locations throughout North America and C.D.O.T. desires to secure Chicago's selection as a test site which would require a contribution of One Hundred Fifty Thousand Dollars (\$150,000) towards the total cost of the Project; and

WHEREAS, C.D.O.T. expects to contribute an amount not to exceed Fifty Thousand Dollars (\$50,000), of which Forty Thousand Dollars (\$40,000) will be provided from a grant by the State Research and Planning Fund, and Ten Thousand Dollars (\$10,000) is expected to come from the City's Fund 300 (vehicle tax); and

WHEREAS, C.D.O.T. expects that the remaining One Hundred Thousand Dollars (\$100,000) contribution could be provided by several entities including, but not limited to, the following: ComEd, Ameritech, Nextlink Illinois, People's Energy, the Metropolitan Water Reclamation District of Greater Chicago and the Cook County Highway Department; and

WHEREAS, The City has among its powers the authority to contract with other entities, directly or by delegating authority to the head of a City Department, and to perform the undertakings described in the Agreement; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. The Commissioner of the Department of Transportation is authorized to execute an Agreement between the City and the N.R.C.C. in substantially the form attached as Exhibit A.

SECTION 3. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".**Agreement Between The City Of Chicago And
The National Research Council Of Canada.*

THIS AGREEMENT is made according to the laws of the Province of Ontario, Canada

THE PARTIES ARE

**NATIONAL RESEARCH COUNCIL OF CANADA
INSTITUTE FOR RESEARCH IN CONSTRUCTION**
whose address is: **1200 Montreal Road,
Ottawa, Ontario K1A 0R6** (called "NRC")

AND
CITY OF CHICAGO
whose address is: **30 North LaSalle Street, Suite 1100
Chicago, IL
60602-2570** (called "Collaborator")

- RD-1.** This agreement concerns scientific research and development, called the "Project", and briefly described as: **Reinstatement of Utility Cuts Project**.
- RD-2.** The Collaborator chooses to work with NRC because of NRC's unique capabilities and collaboration with the U.S. Army Corps of Engineers on this Project, and assures NRC to the best of its knowledge that NRC's work in this Project is not competing with Canadian firms.
- RD-3** The Parties will contribute to the Project by the performance of work as described in the attached "STATEMENT OF WORK AND DELIVERABLES" version 99-08-18, or by payments, or both. This agreement is subject to the terms in the attached Annex GC entitled "GENERAL CONDITIONS", Annex SP entitled "Schedule of Payments", Annex GC entitled "General Conditions" and Annex IU entitled "Intellectual Property (Non-Patent)".
- RD-4.** No agreement exists until NRC signs. This agreement expires, except for Intellectual Property provision, March 31, 2003.

The Project starts on the first business day after NRC and US Army Corps of Engineers, Cold Regions Research and Engineering Laboratory (USACOE/CRREL) secure legal commitments from the Collaborator and other parties for cash contributions, and contributions in kind, to the Project that are valued at a minimum of Seven Hundred and Fifty Thousand U.S. dollars (US\$750,000). NRC is prepared to start the Project on October 1, 1999 if the minimum legal commitment of US\$750,000 is achieved.

- RD-5.** The Total Cost of the Project, is estimated to be: Two Million, Four Hundred and Thirty-eight Thousand U.S. Dollars (US\$2,438,000).
- RD-6.** The Collaborator will pay to NRC in cash: One Hundred and Fifty Thousand US Dollars (US\$150,000) which is 6.1% of the Total Cost, and payable as per the attached Schedule of Payments - Annex SP.

In consideration of the payment of One Hundred and Fifty Thousand US Dollars (US\$150,000), the Collaborator will receive all Project deliverables as described in the attached STATEMENT OF WORK AND DELIVERABLES including the right to be one of the Project field trial sites.

Without implying that taxing authorities are bound by this, the Parties consider that the applicable tax rate is: Goods and Service Tax rate: 0%. NRC's GST registration number is 12149 1807 RT 0275.

- RD-7.** No Project work will be performed by NRC before the Project start date. This agreement shall terminate if the Project is not started by March 31, 2000. If the agreement is terminated for this reason NRC shall refund to the Collaborator all cash contributions that the Collaborator has paid to NRC prior to termination.

- RD-8.** In the event that the Project starts, but NRC and the USACOE/CRREL have secured legal commitments for contributions to the Project that are valued at less than Two Million Two Hundred and Eighty-eight Thousand U.S. dollars (US\$2,288,000) then NRC has the discretion to amend the STATEMENT OF WORK AND DELIVERABLES by reducing the amount of work to be performed. NRC will notify the Collaborator of any amendment to the STATEMENT OF WORK AND DELIVERABLES. Should the Collaborator wish to withdraw from the project at this point, he may terminate in accordance with Annex GC General Conditions attached.
- RD-9.** The Parties anticipate that other parties will wish to contribute to and participate in the Project. NRC expects that the total contribution to the Project made by the other Collaborators will be Two Million, Two Hundred and Thirty Eight Thousand, U.S. Dollars (US\$2,138,000) in cash, or a combination of cash and contributions-in-kind. The contributions by other parties are expected to comprise at least 87.8% of the estimated Total Cost of the Project.
- RD-10.** NRC will put into the Project, without charge, work that is estimated to cost (plus or minus 10%), One Hundred and Fifty Thousand U.S. Dollars (US\$150,000), which is 6.1% of the total cost of the project.
- RD-11.** The intellectual property from the Project will be dealt with in accordance with attached Annex IU entitled "INTELLECTUAL PROPERTY (Non-Patent)", which remains in effect for an extended period stated therein.

SIGNED by the Collaborator in duplicate at Chicago, IL:

CITY OF CHICAGO

Print name

Per: _____

Print title

Date: _____

Signed by NRC in duplicate at Ottawa, Ontario:

NATIONAL RESEARCH COUNCIL OF CANADA

Print name

Per: _____

Print title

Date: _____

Annexes SP, GC and IN referred to in this Intergovernmental Agreement with the National Research Council of Canada read as follows:

9310-JRP
NP C-500.2**Annex SP: Schedule of Payments To NRC**

Client's Name: CITY OF CHICAGO

Account No.:

IRC Contract No.:

Entry Date:

DESCRIPTION:

Inv. #	Payment	%	Notes
N/A	US\$50,000.00	34%	Payable at contract signing (no invoice issued)
1	US\$50,000.00	33%	Payable 12 months after contract takes effect
2	US\$50,000.00	33%	Payable 24 months after contract takes effect
Total	US\$150,000.00	100%	Payments 2 & 3 will be invoiced by NRC

* This is a percentage of the total estimated cost for the contract.

Terms of Payment:

- SP-1. If the total of payments above does not agree with a statement in the main body of the agreement about the amount to be paid to NRC in cash, the main body is considered correct.
- SP-2. NRC may suspend its performance of any obligations under this agreement until the specified payment is received, and for as long as any payments are in arrears.
- SP-3. If a surplus of prepayment remains as a result of premature termination, it will be refunded.
- SP-4. A Party shall notify the other party if it appears at any time that costs expressed in this agreement as estimates will be exceeded by more than 10%. The Parties shall then negotiate a further agreement on costs or payments, and either Party may suspend the performance of any obligations, other than obligations to pay, until a further agreement is reached.
- SP-5. Payments must be made by cheque payable to: "Receiver General - National Research Council of Canada" and addressed to:

Finance and Information Management Services
National Research Council -
1200 Montreal Road
Ottawa, Ontario, K1A 0R6, CANADA

- SP-6. Interest at one percent (1%) per month compounded monthly (annual rate of 12.68%), must be paid on overdue amounts from the date when payment is due until the date it is received. NRC may revise that rate upon 2 months' notice. The Collaborator shall pay an administrative charge of \$25 for any cheque, which is refused payment by the Collaborator's bank.

ANNEX GC: GENERAL CONDITIONS

- GC-1. INTERPRETATION OF AGREEMENT:** This agreement supersedes all prior communications, negotiations and agreements concerning the Project or financial contributions to the Project. No amendment or waiver of terms in this agreement, or in the STATEMENT OF WORK AND DELIVERABLES, is effective unless it is in writing, signed by all Parties, and explicitly states the intention to affect this agreement. In case of inconsistency between the STATEMENT OF WORK AND DELIVERABLES and the rest of this agreement, the rest of this agreement prevails. No forbearance by a Party implies any broader, continuing, or future forbearance. If a court finds part of this agreement invalid, the remainder is valid in accordance with its most reasonable interpretation. This agreement does not create a relationship of agency, employment, partnership, or joint venture.
- GC-2. ASSIGNMENT:** This agreement is personal to the Parties, so that no assignment or assumption by a corporation formed by amalgamation with a Party is valid except by written consent of all Parties.
- GC-3. EXCLUSION OF CERTAIN LIABILITY:** No Party may allege liability in tort arising out of this contract or relating to the Project. Claims based on contractual liability are actionable, but not for failure or delay in performance caused by circumstances beyond the reasonable control of the defending Party, nor for incorrectness or inaccuracy of data supplied, advice given, or opinions expressed. No claim may be made for indirect, consequential, or contingent damages.
- GC-4. LIMITED WARRANTIES:** Each Party warrants that it will conduct the Project work in a professional manner conforming to generally accepted practices for scientific research and development. However, because of the nature of such work, no specific result is promised.
- GC-4.1** The Parties will not include in the deliverables, without so stating, any technical information the use of which is known by a Party (in the case of NRC, limited to within the Participating Institute) to infringe the rights of others. However, no Party warrants that technical information conveyed in the deliverables does not infringe the rights of third Parties under a present or future patent.
- GC-4.2** No Party warrants the validity of patents under which rights may be granted pursuant to this agreement, or makes any representation as to the scope of patents or that inventions may be exploited without infringing the rights of others.
- GC-4.3** No Party warrants the correctness or accuracy of data supplied, advice given, or opinions expressed.
- GC-5. VISITS:** Each Party will permit visits by another Party's employees on the premises where work on the Project is conducted, if relevant to the Project and not likely to interfere with regular operations. Persons who work at NRC must personally sign an agreement waiving any right to sue NRC for injuries.
- GC-6. RECORDS:** Parties who perform work in the Project, and (if applicable) Parties who obtain a licence by this agreement, must maintain records and accounts related directly to the work or the licence, in accordance with generally accepted accounting principles applicable to the Collaborator and Treasury Board rules applicable to NRC. Those records must be preserved for at least three years after they are created, and must be available at each Party's address of record, upon reasonable written request, for inspection and the making of extracts and copies by the requesting Party. This paragraph survives the rest of this agreement for the same length of time that records must be preserved.
- GC-7. TERMINATION OF WORK:** A Party may terminate this agreement with respect to the work, but not obligations concerning Intellectual Property or confidentiality, at any time, upon sixty days' written notice. Upon termination, each Party must pay the other Party any costs pre-dating the notice that were intended to be reimbursable under this agreement, as well as any wasted costs that result directly from the cancellation of obligations and from uncancellable obligations.

- GC-8. TERMINATION OF LICENCE NRC:** has the right to terminate any licence or option of Intellectual Property that is granted by or results from this agreement if the Collaborator fails to submit to NRC any required report or payment. NRC shall not exercise this right until the Collaborator has received notice that the report or payment is overdue and has been allowed sixty days from the effective date of that notice to submit the report or payment. That termination shall not be the basis of any liability of NRC, and does not terminate the Collaborator's outstanding obligations nor NRC's right to claim damages based on this agreement.
- GC-9. NOTICES:** Any notice related to this agreement, including a notice of change of address, must be sent to the addresses stated at the beginning of this agreement, either by registered mail, which is deemed to be effective notice five days after mailing, or by courier or facsimile, which are effective notices only when acknowledged by a courier's delivery receipt or by a specific non-automatic return facsimile transmission.
- GC-10. CONDITIONS:** The following are conditions of this agreement, and any violation of them entitles NRC to forthwith terminate this agreement, including any licence granted by this agreement, in whole or part, without liability for the termination and retaining the right to claim damages:
- GC-10.1** No member of the House of Commons of Canada shall be admitted to any share or part of this agreement or to any benefit to arise from it.
- GC-10.2** No person will receive a direct benefit from this contract if that person is subject to, and not in compliance with, a Conflict of Interest and Post-Employment Code, either the one for Public Office Holders, for the Public Service, or for NRC Employees. (NOTE: post-employment rules mainly affect persons in the NRC "MG" category, the public service categories "Senior Manager" and above, ministerial staff, and Governor in Council appointees.)
- GC-10.3** No Party paid, gave, promised or offered any bribe, gift, or inducement to any person, nor employed any person on the basis of a commission or contingent fee, in relation to obtaining this agreement (unless disclosed to NRC, in writing, referring explicitly to this clause).
- GC-10.4** No person who will receive a direct benefit from this agreement has ever been convicted of a Criminal Code offence of fraud on the government (s.121), selling or purchasing public office (s.124), or selling defective stores to Her Majesty (s.418).
- GC-10.5** Any licence to the Collaborator of Intellectual Property that is granted by or results from this agreement is personal to the Collaborator, and shall not be exercised by or on behalf of a successor, trustee, or receiver of the Collaborator.
- GC-10.6** No research work involving human subjects, human tissues, laboratory animals, or animal tissues, may be undertaken without the prior approval of NRC's Human Subjects Research Ethics Committee or NRC's Animal Care Committee.

ANNEX IN: INTELLECTUAL PROPERTY (Non-Patent)

IN-1. NATURE OF THE PROJECT By the nature of the Project, Intellectual Property, other than information and copyright material, is not expected. "Deliverables" are limited to software, reports on the Project and information therein.

IN-2. DEFINITIONS OF NEGOTIABLE TERMS

"Collaborator's Use" means what the Collaborator may do with Deliverables that are specifically predicted or reasonably inferred to be deliverable, according to the STATEMENT OF WORK AND DELIVERABLES. That is any manner of use, and the reproduction of copyright works, and the disclosure of information, unless the contrary is indicated hereunder in this definition or within the paragraph of this agreement concerning the Confidentiality of Project Information:

1) Guidelines of Best Reinstatement Practices Deliverable:

This Deliverable may not be reproduced for sale by the Collaborator. The Collaborator is not permitted to sub-license the rights granted to the Collaborator. All reproductions of this copyright work must contain a copyright statement in appropriate places in substantially the following form, unless a different copyright statement appears on the Deliverable received from NRC:

Copyright _____ [year], National Research Council of Canada
(modified for the appropriate year or years in the case of derivative works.)

All reproductions of this copyright work must include the following disclaimer:

"The National Research Council of Canada makes no representations or warranties of any kind with respect to this document or the information contained herein, including, without limiting the generality of the foregoing, representations as to the accuracy or completeness of the information herein or its suitability for any user's requirements. "

- 2) Structural Analysis Procedure Software Deliverable and Performance Prediction Model Software Deliverable:** In addition to the restrictions concerning Confidentiality of Project Information that are imposed by this agreement, the manner of use and the right to reproduce these Deliverables are restricted in accordance with the terms set out in the Schedule 1 to Annex IN: Collaborator's Use of Software, attached hereto and forming part of this agreement.

"Restrictions on NRC's Use" means limits on what NRC may do with Arising Intellectual Property. Apart from restrictions stated on the following lines, NRC may use Arising Intellectual Property for research, for developing expertise to serve its clients and for obtaining patents, and NRC may license or disclose Arising Intellectual Property to its clients. Restrictions: None.

IN-3. DEFINITION OF FIXED TERMS

"Intellectual Property" or "IP" is all rights to inventions (whether patentable or not), patents, copyright material, trade secrets, and confidential information

"**Arising Intellectual Property**" is IP that is deliverable in the Project.

"**Deliverables**" are the tangible outcomes of the Project, such as reports, physical models, samples, data records, drawings, and machine-readable software, that are specifically mentioned in the STATEMENT OF WORK AND DELIVERABLES as being deliverable.

- IN-4. **SOLE INTELLECTUAL PROPERTY** This Agreement does not transfer any ownership of IP, although partial interests in future IP shall be assigned pursuant to the following paragraph. The Parties represent that, by law or contract, they will own their employees' interest in any Arising IP. A Party who is the sole owner of Arising IP is responsible for patenting or other forms of protection of it, and for licensing of it, but is not obliged by this Agreement to obtain protection of IP, nor to share ownership with the other Party. However, a Party who is unwilling to obtain protection for Arising IP, by a patent or otherwise, must diligently and effectively do so if the other Party undertakes to pay all reasonable expenses incurred in obtaining the protection.
- IN-5. **JOINT INTELLECTUAL PROPERTY** If any Arising IP would be jointly owned, because it was created by employees of the different Parties, the Collaborator shall assign its entire rights in the Arising IP to NRC. It will then be regarded as NRC's Arising IP for the purposes of this agreement.
- IN-6. **SHARING INFORMATION** The Parties will keep each other promptly informed of Arising IP. Each Party must give the other, for information only, a copy of any patent application for Arising IP immediately upon filing the application, and a copy of related correspondence with a patent office if requested (in confidence, if so stated at the time).
- IN-7. **NON-PROJECT TECHNOLOGY** This agreement does not grant any rights to IP produced or obtained by a Party independently of the Project before or after the Project starts. If a Party needs such IP to perform work in the course of the Project, a licence for that limited purpose is granted by this agreement and terminates at the end of the Project, but any other licence must be negotiated separately.
- IN-8. **USE OF PROJECT RESULTS** Subject to the paragraph concerning Confidentiality of Project Information below, the Collaborator may use Deliverables in accordance with the defined term above, "Collaborator's Use" and NRC may use the Arising IP in accordance with the defined term above, "Restrictions on "NRC's Use".
- IN-9. **CONFIDENTIALITY OF PROJECT INFORMATION** Information that is specifically deliverable according to the STATEMENT OF WORK AND DELIVERABLES, or that is reasonably foreseeable to arise in the Project, will be maintained in mutual confidentiality by the Parties, except:
- (a) as required for any patent application and for any licence to a third party that is permitted by this agreement;
 - (b) as permitted by the terms of this agreement as the result of a vote taken by the Project Steering Committee;
 - (c) where the information is specifically deliverable by NRC to another Project participant according an agreement that NRC has entered into with that Project participant, in which case only NRC shall be able to disclose the information and only if the terms of the agreement requires the Project participant to maintain the information in mutual confidentiality on the same terms as set out in this Article IN-9.

In any case, NRC may use that information for internal purposes and for developing expertise to serve other clients to the extent possible without disclosing the information.

N-10. CONFIDENTIALITY OF EACH PARTY'S BACKGROUND INFORMATION This paragraph concerns background information that is not part of the Arising IP. The Parties will cooperate to minimize the other Party's obligations of confidentiality by making confidential disclosures in a manner that allows the receiving Party to halt the disclosures and avoid the obligation. No information is confidential unless a written form of it is plainly marked as being confidential. Information disclosed verbally or without markings of confidentiality is temporarily presumed to be confidential if there are indications that it might be confidential, but that presumption ends three months after the disclosure if the receiving party has not received a written version, or summary, plainly describing what is confidential. Documents marked "return required", or equivalent, will be returned if not destroyed. Unless specifically licensed, confidential information may not be used for any commercial purpose, or sub-licensed.

The Collaborator hereby grants NRC a limited permission to disclose the Collaborator's confidential background information. NRC is permitted to disclose the confidential background information to other participants in the Project but only if NRC has entered into a contractual agreement with the recipient participant requiring that the information be maintained in confidence.

IN-11. END OF CONFIDENTIALITY All obligations of confidentiality and restrictions on the use of information in this agreement cease to apply five years after the termination of this agreement. They also cease to apply when essentially the same information is in the public domain, or was developed by the Party under the obligation without relying on the other Party's information, or was received by the Party under obligation without any reason to suspect a breach of a third party's obligation. Nothing in this agreement supersedes the Access to Information Act, in which section 20 prohibits NRC from giving access to confidential financial, commercial, scientific or technical information, and trade secrets, supplied to NRC by the Collaborator.

IN-12. PROJECT STEERING COMMITTEE

Creation

A Project Steering Committee will be established for this Project. Membership will be composed of one representative from NRC, one representative from the Collaborator and one representative from each of the other participants involved in this Project. The NRC representative shall be Chairperson of the Project Steering Committee.

Authority

The Project Steering Committee is responsible for making Project decisions concerning:

- proposal of Technical Committee members for specific Project tasks
- Selection of the reinstatement techniques that will be evaluated in the Project
- Selection of the sites for the Project field studies;
- Permission for requests from Collaborator's to disclose Project information to persons other than the Project participants.

Decision Making

Decisions of the Project Steering Committee decisions shall be determined by vote. A simple majority of the votes shall be determinative for all decisions except for a decision concerning disclosure of Project information to persons other than Project Participants. Each member of the Project Steering Committee shall have the number of votes accorded its level of contribution based upon the formula expressed in the STATEMENT OF WORK AND DELIVERABLES attached hereto. NRC and the U.S. Army Corps of Engineers, Cold Regions Research and Engineering laboratory shall have four (4) votes each.

Disclosure of Project Information

Party wishing to disclose information that is specifically deliverable according to the STATEMENT OF WORK AND DELIVERABLES to persons other than Project participants must submit the information it wishes to disclose to the Project Steering Committee for review. The Project Steering Committee shall determine whether the information may be disclosed outside of the participants in the Project. The issue will be voted upon by members of the Project Steering Committee and;

- (a) If one hundred percent (100%) of the votes cast by Project Steering Committee members are in favour of permitting disclosure of the submitted information then the information may be disclosed by NRC, the Collaborator or any other Project participant; but
- (b) If less than one hundred percent (<100%) of the votes cast by Project Steering Committee members are in favour of permitting disclosure of the submitted information then the information may not be disclosed.

The Party wishing to disclose the information may revise the submission and the Project Steering Committee will again consider the matter and vote on whether the information contained in the revised submission may be disclosed and

- (c) If at least eight percent (80%) of the of the votes cast by Project Steering Committee members are in favour of permitting disclosure of the information contained in the revised submission then the information may be disclosed by NRC, the Collaborator or any other Project participant.

There is no limit on the number of revised submissions that may be made to the Project Steering Committee. The Chairperson of the Project Steering Committee has the discretion to not receive a revised submission within six months of a previous submission.

- IN-13. PUBLICITY** The Parties may publicize the Work, to the extent permitted by confidentiality, and in so doing will acknowledge each Party's contribution. No Party will publicly suggest that the other Party endorses or recommends any product or process or results of the Project.

END.

Schedule 1 referred to in this Annex IN reads as follows:

**SCHEDULE 1 TO ANNEX IN
Collaborator's Use of Software**

PREAMBLE

The User desires to use the executable code of computer software that will be created by NRC as a deliverable in the collaborative research project concerning reinstatement of Utility cuts. This computer software will be **Structural Analysis Procedure Software** and **Performance Prediction Model Software**, and is called collectively herein the "**Software**", a term which includes both original and modified versions of computer programs and computer data, and also includes printed matter intended to explain or assist the use of parts of the Software.

1. TITLE AND GRANT

- 1.1 NRC grants to the User, and User accepts, a non-transferable, non-exclusive licence to use the Software only in the manner described under the heading "USAGE". All proprietary interest, right, title, and copyright in the Software remain with NRC.
- 1.2 The User may sub-licence the rights granted by this licence to any person, on terms approved by NRC in writing in advance for a specific sub-licence or a category of sub-licence.
- 1.3 NRC will provide the Software in machine-readable form, delivered at NRC's expense by courier or hand-delivery. Installation is the responsibility of the User. Customs duties, if any, will be paid by the User.

2. PAYMENT BY THE USER

- 2.1 The User must pay an initial licence fee, due before Software delivery of NIL Canadian Dollars (\$ 0.00).
- 2.2 The User must pay the principal licence fee, due on Acceptance Date, of NIL Canadian Dollars (\$0.00).
- 2.3 The User must pay an annual licence fee, due each anniversary of the Agreement, of NIL Canadian Dollars (\$0.00).

3. USAGE

- 3.1 The User may freely make and install copies of the Software for use on computers within the User's organization but must ensure that the Software is not accessible on a Bulletin Board system, an on-line service, the World Wide Web or the Internet.
- 3.2 The Software constitutes valuable trade secrets which are provided to the User for its use and which must not be made available to any person other than
 - a corporation having substantial ownership in common with the User
 - a corporation which is a successor to the User or
 - a sub- licensee or category of sub-licensees approved in advance by NRC.
- 3.3 The User may create computer programs that incorporate or modify the Software, but those programs may not be made available to other persons to any greater extent than permitted by

this agreement for the Software

- 3.4 If the Software is not provided in source code, the User must not attempt disassembly or reverse engineering to obtain the source code.
- 3.5 The User shall ensure that all copies of the Software and supporting documentation contain a copyright statement in appropriate places, including a presentation on a computer screen whenever Software is accessed, in substantially the following form:
Copyright _____ (year), National Research Council of Canada
(modified for the appropriate year or years in the case of derivative works). The User may add a statement of its own copyright if it exists.

TERMINATION PROCEDURE

- 4.1 The User may terminate this licence at any time, by notifying NRC.
- 4.2 NRC may terminate this licence by notifying the User if the User violates any term of this agreement and the violation is not corrected to the satisfaction of NRC within thirty (30) days after NRC gives the User notice in writing of the allegation of a violation.
- 4.3 NRC may terminate this licence if the User fails to submit to NRC any report or payment that is required pursuant to the Agreement for R & D entered into between the User and NRC. NRC shall not exercise this right until the User has received notice that the report or payment is overdue and has been allowed sixty days from the effective date of that notice to submit the report or payment. This termination shall not be the basis of any liability of NRC.
- 4.3 Immediately upon notice of termination by either the User or NRC,
(a) the User must return to NRC by registered mail, all copies of the Software (defined above; includes printed materials)
(b) the User must certify that no copies, portions, modified versions, or translations of the Software remain accessible to the User, and that none have been passed from the User to third parties.

LIMITED WARRANTY AND REMEDIES

- 5.1 For a period of 60 days after delivery to the User, NRC will replace defective diskettes, tapes, or documentation.
- 5.2 EXCEPT AS EXPRESSLY STATED HEREIN, NRC DISCLAIMS ANY WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NRC SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR GENERAL, CONSEQUENTIAL OR INCIDENTAL, ARISING FROM THE USE OF THE SOFTWARE.

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENTS
WITH GUS BERTHOLD ELECTRIC COMPANY AND
A NEW DAIRY COMPANY TO ASSIST IN
IMPLEMENTATION OF ENERGY
CONSERVATION MEASURES.

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

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the execution of grant agreements between the City of Chicago and various companies necessary to assist in the implementation of energy conservation measures, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectively submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has previously received a grant from the State of Illinois Department of Commerce and Community Affairs (the "D.C.C.A. Grant") which the City may use to fund, in part, certain costs related to performing energy conservation studies and implementing energy conservation measures ("E.C.M.s"); and

WHEREAS, The D.C.C.A. Grant supports the City's ongoing Climate Wise Program in a combined City of Chicago/State of Illinois effort to encourage Chicago businesses to conserve energy and protect the environment through the provision of technical assistance to identify cost-effective ways to reduce energy consumption, and the D.C.C.A. Grant also makes matching funds available to select businesses to subsidize the cost implementing identified E.C.M.s; and

WHEREAS, Gus Berthold Electric Company ("Gus Berthold") owns and operates an electric switch gear manufacturing facility located at 1900 West Carroll Avenue, Chicago, Illinois (the "Gus Berthold Facility"); and

WHEREAS, Gus Berthold wishes to implement an E.C.M., involving the replacement of a roof-top H.V.A.C. unit (the "Gus Berthold E.C.M."), to reduce energy consumption and costs at the Gus Berthold Facility; and

WHEREAS, The City wishes to grant an amount not to exceed Four Thousand Five Hundred Thirty (\$4,530) of the D.C.C.A. Grant (the "Gus Berthold Grant Funds") to Gus Berthold to implement the Gus Berthold E.C.M. at the Gus Berthold Facility; and

WHEREAS, A New Dairy Company ("New Dairy") owns and operates a dairy products storage and distribution facility located at 1234 West Randolph Street, Chicago, Illinois (the "New Dairy Facility"); and

WHEREAS, New Dairy wishes to implement an E.C.M., involving the installment of a reflective coating on the cold storage roof of the New Dairy Facility (the "New Dairy E.C.M."), to reduce energy consumption and costs at the New Dairy Facility; and

WHEREAS, The City wishes to grant an amount not to exceed Two Thousand Five Hundred (\$2,500) of the D.C.C.A. Grant (the "New Dairy Grant Funds") to New Dairy to implement the New Dairy E.C.M. at the New Dairy Facility; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. The Commissioner of the Department of the Environment is authorized to execute a Grant Agreement between the City of Chicago and Gus Berthold Electric Company in substantially the form attached as Exhibit A.

SECTION 3. The Commissioner of the Department of the Environment is authorized to execute a Grant Agreement between the City of Chicago and A New Dairy Company in substantially the form attached as Exhibit B.

SECTION 4. This ordinance takes effect upon passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Grant Agreement Between The City Of Chicago

And Gus Berthold Electric Company.

This grant agreement, made and entered into as of this _____ day of _____, 1999 (the "Agreement") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government, acting through its Department of Environment ("D.O.E."), and Gus Berthold Electric Company ("Gus Berthold"), an Illinois corporation.

Background Information.

The City has previously received a grant from the State of Illinois Department of Commerce and Community Affairs (the "D.C.C.A. Grant") which the City may use to fund, in part, certain costs related to performing energy conservation studies and implementing energy conservation measures ("E.C.M.s").

The D.C.C.A. Grant supports the City's ongoing Climate Wise Program in a combined City of Chicago/State of Illinois effort to encourage Chicago businesses

to conserve energy and protect the environment through the provision of technical assistance to identify cost-effective ways to reduce energy consumption. The D.C.C.A. Grant also makes matching funds available to select businesses to subsidize the cost of implementing identified E.C.M.s.

Gus Berthold owns and operates an electric switch gear manufacturing facility located at 1900 West Carroll Avenue, Chicago, Illinois (the "Facility"). Gus Berthold wishes to implement an E.C.M. to reduce energy consumption and costs at the Facility.

The City wishes to grant an amount not to exceed Four Thousand Five Hundred Thirty (\$4,530) (the "Grant Funds") of the D.C.C.A. Grant to Gus Berthold to implement a certain E.C.M. at the Facility.

Now, Therefore, The City and Gus Berthold agree as follows:

Section 1.

Incorporation Of Background Information.

The background information set forth above is incorporated into and made a part of this Agreement by reference.

Section 2.

The E.C.M.

Gus Berthold will implement a certain E.C.M. (the "E.C.M"). The E.C.M. involves the replacement of the old roof-top H.V.A.C. unit at the Facility with a new energy-efficient H.V.A.C. unit. The estimated total cost of implementing the E.C.M. is Eighteen Thousand One Hundred Eighteen Dollars (\$18,118).

Section 3.

The E.C.M. Budget.

3.1

The estimated total cost of implementing the E.C.M. is Eight Thousand One Hundred Eighteen Dollars (\$8,118), as detailed in the Budget attached to and made a part of this Agreement as Schedule 1.

3.2

Gus Berthold certifies to the City that the Budget is reasonable, correct and complete in all material respects.

Section 4.

Grant.

Subject to the provisions set forth below, the City will disburse the Grant Funds in an amount not to exceed Four Thousand Five Hundred Thirty Dollars (\$4,530) to reimburse Gus Berthold for the estimated cost of implementing the E.C.M. as described in Section 2 above. The Grant Funds must be used exclusively towards the procurement and installation (including construction services) of equipment necessary to implement the E.C.M.. If the Grant Funds should exceed twenty-five percent (25%) of the estimated cost of implementing the E.C.M., Gus Berthold must repay any such excess Grant Funds to the City. Gus Berthold is solely responsible for any fees, costs and expenses in excess of the amount of the Grant Funds and will hold the City harmless from all such excess fees, costs and expenses.

Section 5.

Term Of The Agreement.

This Agreement begins on the effective date set forth in the preamble and ends one (1) calendar year after the date when, to the satisfaction and in the sole discretion

of D.O.E. the E.C.M. has been implemented (the "Implementation Date"). D.O.E. will give Gus Berthold written notice of the Implementation Date.

Section 6.

Covenants And Representations.

6.1

Gus Berthold represents:

(a) Gus Berthold will use the Grant Funds solely for the procurement and installation of equipment necessary to implement the E.C.M. as described in Sections 2 and 4 of this Agreement.

(b) Gus Berthold will comply with all applicable laws, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the E.C.M., Gus Berthold, or the Grant Funds; these include all the terms and conditions of the agreement by which the D.C.C.A. Grant was made to the City (the "D.C.C.A. Grant Agreement"), which are incorporated into and made a part of this Agreement by reference. In particular, but not by way of limitation, Gus Berthold must not violate, or act or fail to act so as to cause the City to violate, the following as applicable: the Land Trust/Beneficial Disclosure Act (765 ILCS 405/2.1), the Historic Preservation Act (20 ILCS 3420/1, the State of Illinois Discrimination Laws (775 ILCS 5/1-101) et seq.) the Drugfree Workplace Act (30 ILCS 580/et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.), Upon the City's request, Gus Berthold will provide evidence of such compliance satisfactory to the City.

(c) Gus Berthold agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

6.2

Gus Berthold warrants:

(a) Gus Berthold has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly

authorized by all requisite corporate action.

(b) Signing, delivery and performance by Gus Berthold of this Agreement does not violate its by-laws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which Gus Berthold is party or by which it is bound.

(c) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Gus Berthold that would materially impair its ability to perform under this Agreement.

(d) Gus Berthold is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

(e) Gus Berthold has completed, signed and delivered to the City a Disclosure Affidavit and Disclosure of Retained Parties that is accurate and true in all respects. A copy is attached as (Sub)Exhibit 1 to this Agreement.

Section 7.

Disbursement Of Grant Funds.

7.1

The City will disburse the Grant Funds to Gus Berthold on request from Gus Berthold for payment together with detailed supporting records in accordance with the requirements of Section 7.2 of this Agreement.

7.2

Gus Berthold will furnish the City with the following records:

(a) a Request for Payment in a form satisfactory to the City, including a certification that the services performed correspond to the request for payment and that the amount requested is due and owing; and

(b) detailed invoices for all equipment vendors, engineering costs, and labor costs

included in the Request for Payment, including invoices or receipts showing eligible reimbursable expenses under the terms and conditions of this Agreement and the D.C.C.A. Grant Agreement; and

(c) a photograph(s) of the implemented E.C.M.

Section 8.

Audit, Inspection And Retention Of Records.

8.1

Gus Berthold will provide D.O.E. with utility billing data and documentation for the Facility for one (1) calendar year after the Implementation Date. Gus Berthold will also maintain separate, complete, accurate and detailed books, operating records and supporting documents necessary to monitor the results of implementing the E.C.M. All such records and other related documents must be made available at reasonable times for inspection, copying, audit and examination by authorized representatives of the City, the State of Illinois Department of Commerce and Community Affairs, the Auditor General of the State of Illinois, or independent auditors, at Gus Berthold's expense.

8.2

Rights of inspection and review provided in this Section 8 will continue for five (5) years from the later of the expiration or termination of the D.C.C.A. Grant Agreement.

Section 9.

Indemnification.

Gus Berthold will indemnify and defend the City, its officials, agents and employees (the "City Indemnities") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnities suffer or incur arising from or in connection with the negligence of Gus Berthold, the Consultants and/or any subcontractors in implementing the E.C.M. or Gus Berthold's breach of this

Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

Section 10.

Default And Remedies.

10.1

If Gus Berthold defaults by failing to perform any of its obligations under this Agreement, and does not cure its default as provided in Section 10.2 of this Agreement, the City may terminate this Agreement and Gus Berthold will repay the City promptly any amounts received pursuant to this Agreement.

10.2

The City will give Gus Berthold thirty (30) days advance written notice of the City's intent to terminate stating the nature of the default. If Gus Berthold does not cure the default within the thirty (30) day notice period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the thirty (30) day period, Gus Berthold will not be deemed to be in default if it has begun to cure the default within the thirty (30) day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

10.3

The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

Section 11.

Notices.

Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below, by any of the

following means: (a) personal service, (b) overnight courier or (c) first class mail.

If To The City:

City of Chicago
Department of Environment
Room 2500
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Director of Energy
Management

With Copy To:

City of Chicago
Department of Law
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Gus Berthold:

Gus Berthold Electric Company
1900 West Carroll Avenue
Chicago, Illinois 60612
Attention: Rod Berthold, Project
Engineer

These addresses may be changed by notice to the other party given in the same manner provided above. Any notice, demand or request given by personal service or overnight courier is considered received when delivered, and if given by first class mail is considered received two (2) business days following deposit in the mail with sufficient first class postage affixed. Refusal of delivery has the same effect as receipt.

Section 12

Amendment.

This Agreement may only be amended in writing signed by the authorized representatives of the City and Gus Berthold.

Section 13.

Entire Agreement.

This Agreement constitutes the entire agreement between the City and Gus Berthold and supersedes all prior agreements, negotiation and discussion between them.

Section 14.

Waiver.

No waiver by either party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either party in any case will, of itself, entitle that party to any further notice or demand in similar or other circumstances.

Section 15.

Disclaimer.

Nothing contained in this Agreement nor any act of the City creates or is intended to imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture.

Section 16.

Headings.

The paragraph and section headings contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

Section 17.

Counterparts.

This Agreement may be executed in several counterparts, each of which is considered an original and all of which constitute one and the same agreement.

Section 18.

Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application of this Agreement, in any circumstance, is held invalid, this Agreement is to be construed as if the invalid part were never included in this Agreement, and the remainder of this Agreement remains valid and enforceable to the fullest extent permitted by law.

Section 19.

Governing Law.

This Agreement is governed by and construed under Illinois Law.

Section 20.

Non-Liability Of Officials.

Gus Berthold and its subcontractors, consultants, successors and assignees will not charge any official, employee or agent of either party personally with any liability or expenses of defense or seek to hold him or her personally liable under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or because of any of it.

Section 21.

Assignment.

Neither party is entitled to assign this Agreement, or any portion of it without the prior written consent of the other.

Section 22.

Business Relationships With Elected Officials.

Pursuant Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement shall be grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of any official, or is or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles on official to compensation or payment in the amount of Two Thousand Five Hundred Dollars (\$2,5000) or more in a calendar year; rovided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1%) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input

relating to the relationship between that entity and the City.

(Signed)

City of Chicago

By: _____
Commissioner,
Department of Environment

Gus Berthold Electric Company

By: _____

Title

Attest:

By: _____

Title

[Schedule 1 referred to in this Grant Agreement with
Gus Berthold Electric Company unavailable
at time of printing.]

[(Sub)Exhibit 1 referred to in this Grant Agreement with Gus
Berthold Electric Company omitted for printing purposes
but on file and available for public inspection
in the Office of the City Clerk.]

Exhibit "B".

*Grant Agreement Between The City Of Chicago
And A New Dairy Company.*

This grant agreement, made and entered into as of this _____ day of _____; 1999 (the "Agreement") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government, acting through its Department of Environment ("D.O.E."), and A New Dairy Company ("New Dairy"), an Illinois corporation.

Background Information.

The City has previously received a grant from the State of Illinois Department of Commerce and Community Affairs (the "D.C.C.A. Grant") which the City may use to fund, in part, certain costs related to performing energy conservation studies and implementing energy conservation measures ("E.C.M.s").

The D.C.C.A. Grant supports the City's ongoing Climate Wise Program in a combined City of Chicago-State of Illinois effort to encourage Chicago businesses to conserve energy and protect the environment through the provision of technical assistance to identify cost-effective ways to reduce energy consumption. The D.C.C.A. Grant also makes matching funds available to select businesses to subsidize the cost of implementing identified E.C.M.s.

New Dairy owns and operates a dairy products storage and distribution facility located at 1234 West Randolph Street, Chicago, Illinois (the "Facility"). New Dairy wishes to implement an E.C.M. to reduce energy consumption and costs at the Facility.

The City wishes to grant an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) (the "Grant Funds") of the D.C.C.A. Grant to New Dairy to implement a certain E.C.M. at the Facility.

Now, Therefore, The City and New Dairy agree as follows:

Section 1.

Incorporation Of Background Information.

The background information set forth above is incorporated into and made a part of this Agreement by reference.

Section 2.

The E.C.M.

New Dairy will implement a certain E.C.M. (the "E.C.M."). The E.C.M. involves the installment of a reflective coating on the cold storage roof of the Facility. The estimated total cost of implementing the E.C.M. is Two Thousand Five Hundred Dollars (\$2,500).

Section 3.

The E.C.M.

3.1

The estimated total cost of implementing the E.C.M. is Two Thousand Five Hundred Dollars (\$2,500), as detailed in the Budget attached to and made a part of this Agreement as Schedule 1.

3.2

New Dairy certifies to the City that the Budget is reasonable, correct and complete in all material respects.

Section 4.

Grant.

Subject to the provisions set forth below, the City will disburse the Grant Funds in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to reimburse New Dairy for the estimated cost of implementing the E.C.M. as described in Section 2 above. The Grant Funds must be used exclusively towards the procurement and installation (including construction services) of equipment necessary to implement the E.C.M.. If the Grant Funds should exceed one hundred percent (100%) of the estimated cost of implementing the E.C.M., New Dairy must repay any such excess Grant Funds to the City. New Dairy is solely responsible for any fees, costs and expenses in excess of the amount of the Grant Funds and will hold the City harmless from all such excess fees, costs and expenses.

Section 5.

Term Of The Agreement.

This Agreement begins on the effective date set forth in the preamble and ends one (1) calendar year after the date when, to the satisfaction and in the sole discretion of D.O.E, the E.C.M. has been implemented (the "Implementation Date"). D.O.E will give New Dairy written notice of the Implementation Date.

Section 6.

Covenants And Representations.

6.1 New Dairy represents:

(a) New Dairy will use the Grant Funds solely for the procurement and installation of equipment necessary to implement the E.C.M. as described in Sections 2 and 4 of this Agreement.

(b) New Dairy will comply with all applicable laws, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the E.C.M., New Dairy, or the Grant Funds; these include all the terms and conditions

of the agreement by which the D.C.C.A. Grant was made to the City (the "D.C.C.A. Grant Agreement"), which are incorporated into and made a part of this Agreement by reference. In particular, but not by way of limitation, New Dairy must not violate, or act or fail to act so as to cause the City to violate, the following as applicable: the Land Trust/Beneficial Disclosure Act (765 ILCS 405/2.1), the Historic Preservation Act (20 ILCS 3420/1, et seq.), the State of Illinois Discrimination Laws (775 ILCS 5/1-101, et seq.), the Drugfree Workplace Act (30 ILCS 580/1, et seq.), and the Freedom of Information Act (5 ILCS 140/1, et seq.). Upon the City's request, New Dairy will provide evidence of such compliance satisfactory to the City.

(c) New Dairy agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

6.2

New Dairy warrants:

(a) New Dairy has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

(b) Signing, delivery and performance by New Dairy of this Agreement does not violate its by laws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which New Dairy is party or by which it is bound.

(c) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting New Dairy that would materially impair its ability to perform under this Agreement.

(d) New Dairy is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

(e) New Dairy has completed, signed and delivered to the City a Disclosure Affidavit and Disclosure of Retained Parties that is accurate and true in all respects. A copy is attached as (Sub)Exhibit 1 to this Agreement.

Section 7.

Disbursement Of Grant Funds.

7.1

The City will disburse the Grant Funds to New Dairy on request from New Dairy for payment together with detailed supporting records in accordance with the requirements of Section 7.2 of this Agreement.

7.2

New dairy will furnish the City will the following records:

- (a) a Request for Payment in a form satisfactory to the City, including a certification that the services performed correspond to the request for payment and that the amount requested is due and owing; and
- (b) detailed invoices for all equipment vendors, engineering costs, and labor costs included in the Request for Payment, including invoices or receipts showing eligible reimbursable expenses under the terms and conditions of this Agreement and the D.C.C.A. Grant Agreement; and
- (c) a photograph(s) of the implemented E.C.M.

Section 8.

Audit, Inspection And Retention Of Records.

8.1

New dairy will provide D.O.E. with utility billing data and documentation for the Facility for one (1) calendar year after the Implementation Date. New Dairy will also maintain separate, complete, accurate and detailed books, operating records and supporting documents necessary to monitor the results of implementing the E.C.M. All such records and other related documents must be made available at reasonable times for inspection, copying, audit and examination by authorized representatives of the City, the State of Illinois Department of Commerce and Community Affairs, the Auditor General of the State of Illinois, or independent auditors, at New Dairy's

expense.

8.2

Rights of inspection and review provided in this Section 8 will continue for five (5) years from the later of the expiration or termination of the D.C.A.A. Grant Agreement.

Section 9.

Indemnification.

New dairy will indemnify and defend the City, its officials, agents and employees (the "City Indemnities") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnities suffer or incur arising from or in connection with the negligence of New Dairy, the Consultants and/or any subcontractors in implementing the E.C.M. or New Dairy's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

Section 10.

Default And Remedies.

10.1

If New Dairy defaults by failing to perform any of its obligations under this Agreement, and does not cure its default as provided in Section 10.2 of this Agreement, the City may terminate this Agreement and New Dairy will repay the City promptly any amounts received pursuant to this Agreement.

10.2

The City will give New Dairy thirty (30) days advance written notice of the City's intent to terminate stating the nature of the default. If New Dairy does not cure the default within the thirty (30) day notice period, the termination will become effective

at the end of the period. With respect to those defaults that are not capable of being cured within the thirty (30) day period, New Dairy will not be deemed to be in default if it has begun to cure the default within the thirty (30) day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

10.3

The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

Section 11.

Notices.

Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) overnight courier or (c) first class mail.

If To The City:

City of Chicago
Department of Environment
Room 2500
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Director of Energy
Management

With Copy To:

City of Chicago
Department of Law
Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To New Dairy:

A New Dairy Company
1234 West Randolph Street
Chicago, Illinois 60607
Attention: Steven Schuster,
Vice President

These addresses may be changed by notice to the other party given in the same manner provided above. Any notice, demand or request given by personal service or overnight courier is considered received when delivered, and if given by first class mail is considered received two (2) business days following deposit in the mail with sufficient first class postage affixed. Refusal of delivery has the same effect as receipt.

Section 12.

Amendment.

This Agreement may only be amended in writing signed by the authorized representatives of the City and New Dairy.

Section 13.

Entire Agreement.

This Agreement constitutes the entire agreement between the City and New Dairy and supersedes all prior agreements, negotiation and discussion between them.

Section 14.

Waiver.

No waiver by either party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either party in any case will, of itself, entitle

that party to any further notice or demand in similar or other circumstances.

Section 15.

Disclaimer.

Nothing contained in this Agreement nor any act of the City creates or is intended to imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture.

Section 16.

Headings.

The paragraph and section headings contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

Section 17.

Counterparts.

This Agreement may be executed in several counterparts, each of which is considered an original and all of which constitute one and the same agreement.

Section 18.

Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, work or the application of this Agreement, in any circumstance, is held invalid, this Agreement is to be construed as if the invalid part were never included in this Agreement, and the remainder of this Agreement remains valid and enforceable to

the fullest extent permitted by law.

Section 19.

Governing Law.

This Agreement is governed by and construed under Illinois law.

Section 20.

Non-Liability Of Officials.

New Dairy and its subcontractors, consultants, successors and assignees will not charge any official, employee or agent of either party personally with any liability or expenses of defense or seek to hold him or her personally liable under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or because of any of it.

Section 21.

Assignment.

Neither party is entitled to assign this Agreement, or any portion of it without the prior written consent of the other.

Section 22.

Business Relationships With Elected Officials.

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has

a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement shall be grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of Two Thousand Five Hundred Dollars (\$2,500) or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1%) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

City of Chicago

By: _____
 Commissioner, Department
 of Environment

A New Dairy Company

By: _____

 (Title)

Attest:

By: _____

(Title)

[Schedule 1 referred to in this Grant Agreement with
A New Dairy Company unavailable
at time of printing.]

[(Sub)Exhibit 1 referred to in this Grant Agreement with A New
Dairy Company omitted for printing purposes but
on file and available for public inspection
in the Office of the City Clerk.]

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENT WITH
NEAR NORTHWEST ARTS COUNCIL NECESSARY TO ASSIST
IN DEVELOPMENT OF SPECIFIC PROPERTIES UNDER
NEW HOMES FOR CHICAGO CONDOMINIUM
REHABILITATION PROGRAM.

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

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under

consideration a proposed ordinance authorizing the execution of a grant agreement between the City of Chicago and the Near Northwest Arts Council necessary to assist in the development of specific properties under the New Homes for Chicago Condominium Rehabilitation Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted September 1, 1999 ("Enabling Ordinance"), established the New Homes for Chicago Condominium Rehabilitation Program ("Program") to promote the rehabilitation of existing buildings for the development and sale of high quality, owner-occupied, single-family units under a condominium form of ownership which shall be affordable to many families; and

Aggregate Number of Condominium Units
to be developed under the Program:

Location: not to exceed 20
Logan Square neighborhood; 2418 West Bloomingdale
Street and 2417 -- 2419 West Moffat Street

Amount of Development Subsidy:

not to exceed \$10,000 for each Condominium Unit

Aggregate amount of Development
Subsidy: not to exceed \$100,000

Aggregate amount of C.D.B.G.
funds available: not to exceed \$100,000

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the development of Condominium Units by Developer pursuant to the Program.

SECTION 3. The Condominium Units may be developed in buildings located on those certain Private Lots presently owned or to be acquired by Developer or on those certain City Lots presently owned or to be acquired by the City and to be conveyed to Developer as provided by the Program, all as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the Condominium Units described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. With regard to the development of the proposed project to be undertaken by Developer, the following specific development parameters are established: (1) each Condominium Unit to be developed and sold by Developer pursuant to the Program shall contain a minimum of eight hundred fifty (850) square feet and have at least one (1) full bath; (2) the parking lot to be developed on the 2417 -- 2419 West Moffat Street parcel shall be developed pursuant to the Chicago Parking Lot Ordinance and the Program guidelines; and (3) unless

otherwise specified herein in this Section 5, the project shall be undertaken by Developer in accordance with Section 4 of the Enabling Ordinance.

SECTION 6. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots and the Private Lots which may be redeveloped by Developer pursuant to the Program.

SECTION 7. This ordinance shall take effect immediately upon its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

List Of City Lots And Private Lots.

City Lots.

None Presently Identified.

Private Lots.

Permanent Index Number	Address
13-36-416-037-0000	2418 West Bloomingdale Street
13-36-416-038-0000	
13-36-416-039-0000	
13-36-416-017-0000	2417 -- 2419 West Moffat Street
13-36-416-018-0000	

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs, and gutters.

Department Of Planning And Development.

Open Space impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an open space impact fee of One Hundred Dollars (\$100) per unit shall be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Sewers.

Connection fees are waived. Inspection fees are waived.

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Water.

Tap fees are waived. Inspection fees are waived. Demolition fees for existing water taps are waived. Water liens against city-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

AUTHORIZATION FOR TRANSFER OF YEAR 1999 FUNDS
WITHIN BOARD OF ELECTION COMMISSIONERS.

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

CHICAGO, November 3, 1999,

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1999 within the Board of Election Commissioners, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1999. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1999 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Extra Hire	100	39-2005	0055	\$500,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
Material and Supplies	100	39-2005	0340	\$500,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the Board of Election Commissioners during the year 1999.

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

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 1999
WITHIN COMMITTEE ON HUMAN RELATIONS.

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

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1999 within

the City Council Committee on Human Relations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1999. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1999 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2286	0000	\$5,900.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities And Materials	100	15-2286	0300	\$5,900.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Human Relations during the year 1999.

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

COMMITTEE ON BUILDINGS.

AMENDMENT OF VARIOUS TITLES OF MUNICIPAL
CODE OF CHICAGO RELATED TO
ELECTRICAL CODE.

The Committee on Buildings submitted the following report:

CHICAGO, November 3, 1999.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance amending Chapter 13-12 of the Municipal Code of the City of Chicago known as the Electrical Code 2000 (which was referred on September 29, 1999) begs leave to recommend that Your Honorable Body do *Pass* the ordinance as amended in committee and transmitted herewith.

This recommendation was concurred in by the members of the committee, with no dissenting votes.

This ordinance shall take effect ninety (90) days after its passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Dixon, Beale, Pope, Balcer, Frias, Olivo, Burke, Thomas, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO

SECTION 1. Chapter 13-12 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

Chapter 13-12

ENFORCEMENT OF BUILDING,

ELECTRICAL AND FIRE REGULATIONS

ARTICLE I. GENERAL

13-12-010 Scope

SECTION 2. Chapter 13-12 of the Municipal Code of Chicago is hereby amended by inserting a new Article II, Sections 13-12-160 through 13-12-890, as follows:

ARTICLE II— ELECTRICAL PROVISIONS

Part A. General

Space and Access To Be Provided

13-12-160 In every new building and in every existing building undergoing extensive remodeling where a new electrical service or a new electric distribution center is to be installed, ample space in conformance with Article 18-27-110 of this code shall be provided within the main walls of the

building for the electric service equipment, metering equipment, distribution cabinets, cutout cabinets, transformers and other equipment necessary for an electrical installation and ample working space around the said equipment. This space shall be readily accessible to every tenant of said building who has electric equipment for light, heat or power which is supplied through the above mentioned equipment.

Removal of Obstructions and Examination of Equipment.

13-12-170 The Building Commissioner or the inspectors of this department shall have the power when necessary to cause the removal of any existing obstructions such as laths, plaster, drywall, boarding, or partitions which may prevent a perfect inspection of the electrical equipment.

Unlawful Use of Electrical Equipment and Appliances.

13-12-180 It shall be unlawful for any individual, company or corporation to sell, offer for sale, give away gratis, install, alter, repair, maintain or use any electrical equipment or appliance intended for use in the City of Chicago, which does not conform to the standards set forth in this code.

Cut Off Power and Attaching Seals.

13-12-190 The Building Commissioner and designated employees are hereby empowered to cut off and discontinue current to electrical wiring and apparatus found to be dangerous to life and property. The Building Commissioner or authorized designees are hereby empowered to attach to electrical cabinets and equipment, any official notice or seal to prevent use of electricity, and it shall be unlawful for any other person to put or attach such seal or to break, change, destroy, tear, mutilate,

cover, or otherwise deface or injure any such official notice or seal posted by an inspector of the Electrical Bureau.

Disturbance of Existing Wiring.

13-12-200 It shall be unlawful for any person in any way to cut, disturb, alter, or change any electrical wiring or to permit such electrical wiring to be cut, disturbed, altered, or changed, unless done in conformity with the electrical regulations of this code.

Overfusing Conductors or Apparatus.

13-12-210 It shall be unlawful for any person to overfuse any conductor, motor, or apparatus in excess of the maximum allowed by the electrical regulations of this chapter and Chapter 18-27 for such conductor, motor, or apparatus, or to install any substitute in lieu of an approved overcurrent protective device so as to remove or reduce the factor of safety of the same.

Part B. Regulation of Electrical Contractors

Electrical Contractor Defined.

13-12-220 The term *electrical contractor* as used in this article, shall be understood to mean any person or business entity engaged in the business of installing, altering, or maintaining by contract electrical equipment for the utilization of electricity supplied for light, heat, power, signaling or communication not including radio apparatus or equipment for wireless reception of sounds and signals, conductors, and other equipment installed for or by public utilities including common carriers which are under the jurisdiction of the Illinois Commerce Commission, for use in their

operation as public utilities; but the term electrical contractor does not include employees employed by such contractor to do or supervise such work.

Registration Required.

13-12-230 It shall be unlawful for any person or business entity to engage in the business of electrical contractor, as herein defined, without being registered as an electrical contractor in the manner hereinafter set forth; provided, however, that if such person or business entity is already registered for the current year in another city or village within the state of Illinois, in conformity with the state statutes, such electrical contractor shall not be required to pay a registration fee in this city.

Application and Issuance of Registration Certificate.

13-12-240 Any person, firm or corporation desiring to engage in the business of electrical contractor shall apply for registration to the Building Commissioner. Upon the filing of such application in proper form, and the payment of the registration fee as provided for in Section 13-12-270, the Building Commissioner shall register the applicant as an electrical contractor, and shall issue to the applicant a certificate of registration which will authorize the applicant to engage in such business during the period the registration is valid. Provided, however, that before any certificate of registration shall be issued to such electrical contractor, he shall have complied with Section 13-12-280 of this article.

Expiration of Certificate.

13-12-260 The certificate of registration shall be valid for a period of not less than one and not more

than four years from the date of issuance. A certificate of registration shall not be transferable and shall contain the name of the licensed supervising electrician.

Fee for Registration.

13-12-270 The fee for registration as an electrical contractor shall be \$35.00 for each year the registration is valid, which sum shall be paid by the applicant to the Department of Revenue in advance upon filing the application. The renewal fee for such registration shall be \$35.00 for each year the registration is valid. An expired certificate renewal registration fee shall be double the normal fee for each lapsed year or portion of a year. Any change in the information required in an application for registration shall require an additional registration. A fee of \$35.00 shall be paid for each change of registration, including company name and ownership. A change of supervising electrician shall comply with 13-12-310 and be accompanied by a fee of \$70.00 which shall include the certification change fee in Section 13-12-270.

Part C. Supervising Electrician

Appointment.

13-12-280 Before any certificate of registration shall be issued to any electrical contractor, entitled to secure permits under the electrical regulations of this chapter and Chapter 18-27, he shall appoint or employ a person who may be himself or some other person who, for the purpose of the electrical regulations of this chapter, shall be known as a supervising electrician. The person so appointed or employed to act as a supervising electrician shall, before starting as such supervising electrician, be required to comply with Section 13-12-290.

Qualifications.

13-12-290 Applicants shall be not less than twenty-one years of age, and shall have had at least two years experience in the installation, alteration, repair, and maintenance of electrical wires, equipment, and apparatus, or an experience equivalent thereto. Such experience shall have been under the direct supervision of a supervising electrician as in Article IV, or the equivalent. Applicants shall furnish the names and addresses of former employers, periods of time employed by each and in what capacity. Such information and all other required relevant information shall be provided upon forms available from the Department of Buildings.

The Department of Buildings shall prepare as many different examinations as are necessary to adequately provide for the number of applicants in different specialties. Each applicant shall be required to pass an examination sufficiently strict to indicate that he has satisfactory knowledge and technical training to perform the work or to supervise the installation, alteration, repair, or maintenance of electrical wires and apparatus authorized by permits issued by the Commissioner of the Department of Buildings. It shall be the responsibility of the Commissioner to exercise control and supervision of such examinations.

- (a) Each applicant shall pay an examination fee of \$70.00 for each examination he takes. Such fee shall be paid to the Department of Revenue through the Department of Buildings prior to the day the examination is taken.
- (b) Where the results of the first examination are unfavorable, the applicant shall be required to wait a period of six (6) months before re-application.

Application for Examination.

13-12-300 An applicant for a certificate of registration as a supervising electrician shall file an application with the Commissioner of the Department of Buildings in writing on a form to be furnished by the Department of Buildings.

Certification and Registration.

13-12-310 When an applicant shall have complied with the requirements of Section 13-12-230 and paid the appropriate fee, the Commissioner of the Department of Buildings shall certify him as a supervising electrician to a registered electrical contractor by placing his name on both the registration certificate and identification card issued to the registered electrical contractor. No supervising electrician shall be certified with more than one registered electrical contractor or listed on more than one registration certificate. The fee for registration as a supervising electrician shall be \$35.00 for each year the certificate of registration is valid. The certificate of registration shall be valid for a period of not less than one year and not more than four years from issuance.

Duties.

13-12-320 The supervising electrician shall perform the work or supervise and direct the installation, alteration, repair, and maintenance of electrical equipment and apparatus authorized by permits issued under the authority of this chapter. All applications for permits shall be countersigned by said supervising electrician.

Notice of Discharge or Resignation.

13-12-330 Whenever a supervising electrician shall leave or be discharged from the employ of any electrical contractor, who is required by this article to appoint or employ a supervising electrician, a written statement giving notice there of shall be provided within five days by both the employer and the supervising electrician to the Building Department, and the permit privileges of such electrical contractor, shall without further order or action by the Building Department stand suspended until the employment or appointment by such electrical contractor of a supervising electrician as provided for in Section 13-12-280.

A supervising electrician may transfer a valid registration to another electrical contractor with the permission of the Licensing Director, which permission shall not be unreasonably withheld. No supervising electrician shall be allowed to transfer more than twice during a 12 month period unless first serving a 90 day waiting period from the time of notice. The fee for all such a transfers shall be \$35.00.

Re-examination.

13-12-340 Where a supervising electrician has not acted in the capacity of a supervising electrician in the city for a continuous period of three years, he shall be reexamined as provided for in Section 13-12-230 before he shall be certified as a supervising electrician.

Where a supervising electrician has not obtained a permit from the Department of Buildings for a continuous period of three years he shall be required to take another examination as provided for in Section 13-12-230 before he shall receive another permit.

Registered Generator Operator.

13-12-350 No on-site generator shall be placed in operation until such time as one or more registered generator operators have been employed and have assumed the responsibility for the operation of the generators.

(a) Qualifications. Applicants for registration as a generator operator shall be at least 21 years of age; shall have successfully completed 4 years of high school; shall have at least 2 years of experience in the operation of machinery and electrical equipment; shall have completed a minimum of 4 hours of generator maintenance training, and shall pass an appropriate comprehensive examination administered by the Building Commissioner.

(b) Certificates. Upon the successful completion of the required examination, the Building Commissioner shall issue to the applicant a Certificate of Registration which shall be prominently displayed in the generator room of the building in which the registered generator operator is employed.

(c) Registration Procedure. Applications shall be made upon forms provided by the Building Commissioner. An examination fee of \$5.00 shall be paid at the time the application is submitted and shall be paid for each succeeding examination if the results of the first examination are not satisfactory. The examinations given to applicants shall be prepared and graded by the Building Commissioner.

(d) Annual Registration Fee. A registration fee of \$25.00 per year, shall be charged for each registered generator operator. Registration shall be valid for not less than 1 year and not more than 4 years from the date of registration.

Part E. Permits Generally**Permits Required.**

13-12-360 No electrical equipment shall be installed or altered except upon a permit first issued by the Building Department authorizing the installation, alteration, or repair of electrical equipment.

- (a) Where an electrical installation has been started prior to the issuance of a permit for such work, the permit inspection fee, for such work shall be twice the amount of the normal permit inspection fee prescribed in this article but no permit inspection fee shall exceed the normal permit fee for such work, plus \$250.00.
- (b) Where a registered electrical contractor is found doing electrical work without a permit on three separate occasions in one calendar year, a hearing shall be held by the Building Commissioner at which time the permit privileges of said electrical contractor may be suspended for a period of time not to exceed one year.
- (c) When contracts to install electrical work have been obtained by persons who are not registered as electrical contractors, as provided for in this article and the contract is assigned or sublet to a registered electrical contractor on a subcontract basis, the name of such registered electrical contractor shall immediately be disclosed by the registered electrical contractor to the other party to the contract in writing.

Permits—Issuance Conditions.

13-12-370 The Building Commissioner shall issue permits for such installation and alteration of electrical equipment in all cases where application for such permit shall be made in accordance with

the rules and regulations applicable thereto; provided, however, that no permit shall be issued for installing or altering by contract, electrical equipment, unless the person applying for such permit is registered as an electrical contractor as required in Section 13-12-230 of this article, and further provided, that the inspection fee as provided for in this article shall have been paid in advance upon filing the application.

Inspection.

13-12-380 The Building Commissioner shall inspect or shall cause to be inspected all electrical equipment installed or altered, except such electrical equipment as may be lawfully exempt, and shall require that it conform to the electrical regulations of this chapter and Chapter 18-27.

Certificate of Inspection.

13-12-390 Upon completion of such installation or alteration in compliance with the electrical regulations of this chapter and Chapter 18-27, the Building Commissioner shall, on request made by a registered electrical contractor, issue a certificate of inspection covering such installation or alteration; provided, however, that no such certificate shall be issued until all inspection fees for such installation have been paid.

Reinspection.

13-12-400 The Building Commissioner or electrical inspectors are hereby empowered to reinspect any electrical equipment within the scope of the electrical regulations of this chapter and Chapter 18-27, and when said electrical equipment is found to be unsafe to life or property, shall notify in

writing either the owner, his agent for the purpose of managing, controlling or collecting rents or any other person managing, controlling, using or operating the same to place such electrical equipment in a safe and secure condition in compliance with the electrical regulations of this chapter and Chapter 18-27 within such time as the Building Commissioner shall consider just and reasonable, but in no event shall this time exceed fifteen (15) days from the date of such notice. Refusal to comply with the requirements of such notice shall subject the person owning, managing, operating or using such electrical equipment to the penalties provided for in Section 13-12-040 of this article. The Building Commissioner is hereby empowered to cut off and stop current to any electrical equipment found to be unsafe to life or property.

Record of Permits.

13-12-410 The Building Department shall keep complete records of all permits issued and inspections made and other official work performed under the electrical regulations of this chapter and Chapter 18-27.

Use of Equipment.

13-12-420 Whenever any electrical equipment has been installed or altered, no electrical current shall be used on such equipment, except as hereinafter provided, previous to the inspection of such equipment by the Building Commissioner or by a designated electrical inspector and the issuance of a temporary current permit covering designated portions or the entirety of such installation or alteration; provided, however, that in case of any installation or alteration, covered by permit

authorizing such installation or alteration, the portion of such equipment comprising the service entrance equipment and wiring, the meter and meter connection cabinet and the meter wiring up to but not beyond the customer's disconnecting switch or other disconnecting device may be made electrically energized, prior to inspection and the issuance of a temporary current permit; and provided further that, in such case, the Building Department shall be notified of the intention to make such portion of the equipment electrically energized and that the customer's disconnecting switch or other disconnecting device shall be sealed in the "off" position and tagged with a warning notice reading as follows:

"It shall be unlawful for any person to place this switch in the 'on' or 'closed' position or to use electricity on any wiring beyond this switch previous to the issuance by the Building Commissioner of a temporary current permit or a certificate of inspection authorizing the use of current on this installation."

Suspension of Permit Privileges.

13-12-430 Failure on the part of any registered electrical contractor to correct any defect, error, or deficiency in any work installed under the authority of a permit issued by Building Department within ten calendar days after written notification thereof by the said bureau or within such further reasonable time as may, upon request, be prescribed, the Building Commissioner shall, without further notice, stop the issuance of permits to such registered electrical contractor until such corrections have been made, inspected, and approved. In addition thereto the penalty provided in this article may be enforced.

The Building Commissioner is hereby empowered to suspend the permit privileges of any registered electrical contractor who shall fail to pay any just indebtedness for inspection fees for electrical wires and apparatus as fixed by that part of this article dealing therewith, until such registered electrical contractor shall discharge and pay to the city all just indebtedness then due and owing from such registered electrician.

Revocation of Permits.

13-12-440 The Building Commissioner is authorized to revoke any permit or certificate obtained by fraud, misrepresentation, or in any way contrary to the provisions of the electrical regulations of this chapter, for the installation, alteration, repair, and use of any electrical equipment.

Use of Permit Issued to Another.

13-12-450 It shall be unlawful for any person to install, alter, or repair any electrical wires or apparatus by authority of a permit issued to and for the use of some other person.

Permit for Person not Entitled to One.

13-12-460 It shall be unlawful for any registered electrical contractor to secure or furnish a permit for the installation, alteration, and repair of electrical wires and apparatus to any person not entitled to such permit under the electrical regulations of this electrical chapter and Chapter 18-27.

Alteration of Forms.

13-12-470 It shall be unlawful for any person to change, add to, or mutilate so as to change the

original wording, unless authorized by the Building Commissioner, of any written or printed form issued to registered electrical contractors by the Building Department.

Revocation of Permit or Certificate.

13-12-480 Any person violating any of Sections 13-12-420 through 13-12-470, inclusive, shall be subject to the penalties provided for in Section 13-12-040, and in addition thereto, the permit, certificate, or any printed form issued to a registered electrical contractor shall be revoked by the Building Commissioner. Notice of revocation shall be in writing to the person violating any of those sections.

Part F. Monthly Permits

When Issued.

13-12-490 Where due to the nature of their business it is necessary to make frequent alterations and changes to their electrical equipment, a monthly permit may be obtained each and every month of the year to cover all the electrical work installed, altered or repaired during the previous month by persons who have a maintenance supervising electrician license and are appointed as per Section 13-12-280 of this article.

Application.

13-12-500 Before such a permit shall be issued to any person, he shall fill out an affidavit form of application to be furnished by the Building Department.

Appointment of Supervising Electrician.

13-12-510 Before any monthly permit shall be issued to any person, he shall appoint or employ a licensed supervising electrician in conformity with the provisions of Article IV of this chapter.

Certification of Supervising Electrician.

13-12-520 When the person employed or appointed to perform the work or supervise the installation, alteration, maintenance and repair of electrical wires and apparatus installed or altered under the authority of monthly permits, shall have complied with Article IV, the Building Commissioner shall certify him as a supervising electrician by placing his name on the affidavit form filed by the person desiring to secure permits to perform electrical work. Such supervising electrician shall comply with Sections 13-12-320 and 13-12-330.

Record of Installation.

13-12-530 A complete record of all installations, alterations, maintenance and repairs made during each calendar month shall be maintained by the supervising electrician, and a permit application shall be submitted to the Building Department each and every month.

Revocation of Permits.

13-12-540 Any person violating any of the provisions of this article dealing with monthly permits; shall be subject to the penalties provided for in Section 13-12-040 of this chapter, and in addition thereto, the Building Commissioner shall revoke such monthly permits. Notice of revocation shall be in writing to the person to whom such permit was issued.

Part G. Maintenance Permits**Maintenance Listing for Permit Privileges.**

13-12-550 Maintenance listing for permit privileges may be extended to persons for the installation, alteration, repair, and maintenance of electrical wires and equipment under the conditions in Sections 13-12-560 through 13-12-610, inclusive, of this article.

Application.

13-12-560 Application for maintenance listing for permit privileges shall be made in writing on affidavit form to be furnished by the Building Department.

Maintenance.

13-12-570 Permits for the installation, alteration, repair, and maintenance of electric wires and apparatus shall be issued under the authority of this article applicable to maintenance permits to a person only where such electrical work is to be performed in or on the premises or property owned or controlled by the said person and used exclusively by them to conduct their business.

Work Installed by Contract.

13-12-580 It shall be unlawful to obtain a permit under the provisions of this article dealing with maintenance permits for the installation, alteration, repair, or maintenance of electrical wires or apparatus where such electrical work is performed under or by contract either verbal or written.

Locations of Buildings to be Recorded.

13-12-590 The location of all buildings, premises, or property, where electrical work is to be installed, altered, repaired, or maintained, under authority of permits issued under the provisions of this article dealing with maintenance permits, shall be recorded with the Building Department.

Appointment of Supervising Electrician.

13-12-600 No permit for the installation, alteration, repair, and maintenance of electrical wires and apparatus, shall be issued to any person under the provisions of this article dealing with maintenance permits, until such person shall have appointed or employed a licensed supervising electrician as provided for in Article IV.

Certification of Supervising Electrician.

13-12-610 When the person employed or appointed to supervise the installation, alteration, repair, and maintenance of electrical wires and apparatus installed, altered, or maintained under the authority of permits issued in conformity with this part of this article dealing with maintenance permits, shall have complied with Article IV, the Building Commissioner shall certify him as a supervising electrician by placing his name on the affidavit form filed by the person desiring to secure permits to perform electrical work. Such supervising electrician shall comply with Sections 13-12-320 and 13-12-330 of this chapter.

It shall be the responsibility of such supervising electricians to apply for an electrical permit each and every calendar month to cover all electrical installations, alterations, maintenance and repair work done on the premises under his jurisdiction during that month. Where such permits are not obtained on a regular basis, the Building Department shall consider that the registrant is inactive

and his name shall be removed from the registration file.

Revocation of Permit.

13-12-620 Any person violating any of the provisions of this article dealing with maintenance permits, shall be subject to the penalties provided in the last section of this article, and in addition thereto, permit privileges shall be revoked by the Building Commissioner. Notice of revocation shall be in writing to the person listed for maintenance permit privileges.

Part H. Commercial Electric Lamp Posts

Definition.

13-12-630 For the purpose of the electrical regulations of this electrical chapter and Chapter 18-27, commercial electric lamp posts shall be deemed street lamp posts on public property, not owned, operated, or maintained by the city.

Application—Lamp Posts.

13-12-640 The following sections of this article on commercial electric lamp posts shall not be construed as applying in any way to street lighting posts or equipment erected, owned, or maintained by the city.

Permits Required.

13-12-650 Any person desiring to install, alter, or repair any commercial electric lamp post on any public way in the city shall make an application to the Building Department for that purpose on a

form furnished therefor by the Building Department, setting forth therein such information as is required by such Department. Such application when made shall be submitted first to the Commissioners of Streets and Sanitation, and Transportation for approval and when the same shall be approved by said Commissioners, a permit in writing authorizing such applicant, providing such applicant is a registered electrical contractor as required by Section 13-12-230, to install, alter, repair, and maintain commercial electric lamp post or post at the location or locations designated in such application. A permit in writing shall thereupon be issued by the Building Commissioner. No work of any kind shall be started until such permit has been obtained.

Standards and Specifications.

13-12-660 No permit shall be issued for the erection of any commercial electric lamp posts, under the provisions of this article, until the Commissioners of Streets and Sanitation, and Transportation shall have approved the type and design of such posts and the locations of such posts on the public way. All commercial electric lamp posts erected shall conform to the standards and specifications as prescribed in Article 225 of Chapter 18-27 and Article IV of this chapter, dealing with outside wiring and all standards and requirements set forth by said Commissioners.

Revocation of Permit.

13-12-670 Permits for the maintenance of commercial electric lamp posts may be revoked by the mayor or the city council at any time.

Interference with Public Improvements.

13-12-680 The Building Department and Department of Transportation shall remove or cause to be removed any commercial electric lamp post that interferes with the proper installation or operation of any equipment for any purpose whatsoever that the city has or may install or maintain on or over any public way.

Abandoned Post.

13-12-690 Any commercial electric lamp post not maintained in strict conformity with all electrical regulations of this chapter and Chapter 18-27, shall be declared to be abandoned and an obstruction upon public property. The Building Department and Department of Transportation is hereby empowered to remove or cause to be removed any such abandoned commercial electric lamp post or posts.

Bond Required.

13-12-700 No permit shall be issued to install, alter, repair, or maintain any electric lamp post until the person making an application for such permit shall have filed with the Commissioner of Streets and Sanitation, an indemnifying bond with good and sufficient sureties approved by said Commissioner equal to the sum of \$500.00 for each electric lamp post installed or maintained. The aforesaid bond shall guarantee the installation and maintenance of any and all electric lamp posts specified in the application for a permit in accordance with the provisions, standards, and specifications of the electrical regulations of this chapter and Chapter 18-27 applicable thereto. The aforesaid bond shall further guarantee the removal from the public way in a manner satisfactory to the Commissioner of Streets and Sanitation of any and all abandoned electric lamp posts, specified

in any permit, within a period of 30 days after having received notice thereof. In the event of the failure of any person to comply with any of the electrical regulations of this chapter and Chapter 18-27 applicable thereto, the Commissioner of Streets and Sanitation shall notify the guarantors and should any violation continue for a period of more than thirty days, he shall declare the bond applying to the electric lamp post in violation forfeited, and the Commissioner of Streets and Sanitation is hereby authorized to collect the full amount of such bond.

Inspection.

13-12-710 All commercial electric lamp posts installed on public property shall be inspected by the Building Department after installation, and thereafter annually with regard to its mechanical and electrical safety, and when said commercial electric lamp post is found to be in compliance with the electrical regulations of this chapter and Chapter 18-27, and upon payment of the compensation and inspection fee as provided for in Chapter 13-20, the Building Department shall issue to the person owning or operating said post or posts, a receipted bill which shall authorize the maintenance of such post or posts for the period of time stated in such receipt.

Illumination and Maintenance.

13-12-720 All commercial electric lamp posts erected under authority of this article or any ordinance passed previous to this chapter shall be illuminated each and every evening from dusk until at least nine-thirty p.m. All burned-out lamps and broken or cracked globes shall be immediately replaced. Iron and steel posts and post parts shall be kept painted so that the original color will be retained and rust spots will not show. Posts which through wear or through accident

have become cracked, chipped, or damaged must be replaced in a condition satisfactory to the Departments of Streets and Sanitation and Transportation. The posts and lamps shall be maintained in a good and safe condition and in strict conformity with all the electrical regulations of this chapter and Chapter 18-27. Any post which, through the settling of its foundation or as the result of an accident, has been displaced, shall be restored to its original upright position. No numbering, lettering, reflectors, signs, or objects of any description shall be attached to or placed upon the posts or glassware and only lamps approved by the Commissioners of Streets and Sanitation, and Transportation shall be used. In addition all standards and requirements of the Departments of Streets and Sanitation, and Transportation shall be followed.

City Attaching Signs.

13-12-730 Any department of the city is hereby empowered to attach any sign or signs deemed necessary, to any commercial electric lamp post erected and maintained under the authority of this article.

Part I. Festoons and Decorative Street Lighting Equipment

Definition.

13-12-740 Festoons and decorative lighting equipment shall be deemed to be lamps attached to wires or structures which extend over any public property and shall not apply to lamps attached to commercial electric lamp posts as defined in Section 13-12-630, or to any sign, canopy, or structure authorized by this chapter.

Permits Required.

13-12-750 Any person desiring to install, alter, or repair any festoons or commercial street lighting equipment on or over any public way in the city shall make an application to the Building Department for that purpose on a form furnished therefor by the Building Department, setting forth therein such information as is required by such Department. Such application when made shall be submitted first to the Commissioners of Streets and Sanitation, and Transportation for approval and when the same shall be approved by said Commissioners, a permit in writing authorizing such applicant, providing such applicant is a registered electrical contractor as required by Section 13-12-230, to install, alter, repair, and maintain festoons or decorative lighting equipment at the location or locations designated in such application. A permit in writing shall thereupon be issued by the Building Commissioner. No work of any kind shall be started until such permit has been obtained.

No permit shall be issued under the authority of this article for the installation of any festoons or decorative street lighting equipment other than such as conform to the standards and specifications for outside wiring prescribed in Article 225 of Chapter 18-27 and all standards and requirements set forth by said Commissioners.

Permits for the maintenance of festoons or decorative street lighting equipment may be revoked by the mayor or the city council at any time.

Interference with Public Improvements.

13-12-760 The Building Department and Department of Transportation shall remove or cause to be removed any festoon or decorative street lighting equipment for interference with the proper

installation or operation of any equipment for any purpose whatsoever that the city has or may install or maintain on or over any public way.

Abandoned Festoons or Equipment.

13-12-770 Any festoon or decorative street lighting equipment not maintained in strict conformity with all the electrical regulations of this chapter and Chapter 18-27, shall be declared to be abandoned or a hazard over the public way, and the Building Department and Department of Transportation is hereby empowered to remove or cause to be removed any such abandoned hazardous festoon or decorative street lighting equipment.

Bond Required.

13-12-780 No permit shall be issued to install, alter, repair or maintain any festoon or decorative lighting equipment until the person making an application for such permit shall have filed with the Commissioner of Streets and Sanitation an indemnifying bond with good and sufficient sureties approved by the said Commissioner equal to the sum of \$500.00 for each electric festoon or branch circuit for decorative lighting equipment installed or maintained. The aforesaid bond shall guarantee the installation and maintenance of any and all festoons or decorative lighting equipment specified in the application for a permit in accordance with the provisions, standards, and specifications of the electrical regulations of this chapter and Chapter 18-27 applicable thereto. The aforesaid bond shall further guarantee the removal from the public way in a manner satisfactory to the Commissioner of Streets and Sanitation of any and all abandoned festoons or decorative street lighting equipment specified in any permit within a period of thirty days after having received notice thereof. In the

event of the failure of any person to comply with any of the electrical regulations of this chapter and Chapter 18-27 applicable thereto, the Commissioner of Streets and Sanitation shall notify the guarantors and should any violation continue for a period of more than thirty days, he shall declare the bond applying to the festoon or decorative lighting equipment in violation forfeited and the Commissioner of Streets and Sanitation is hereby authorized to collect the full amount of such bond.

Inspection.

13-12-790 All electric festoons or decorative lighting equipment installed on public property, shall be inspected by the Building Department after installation, and thereafter annually with regard to its mechanical and electrical safety and when said festoons or decorative street lighting equipment is found to be in compliance with this electrical chapter and Chapter 18-27, and upon payment to the Director of Revenue of the compensation and inspection fees, as provided for in Chapter 13-20, the Building Department shall issue to the person owning or operating said festoons or decorative street lighting equipment, a receipted bill, which shall authorize the maintenance of such festoon or decorative street lighting equipment for the period of time stated in such receipt.

Illumination and Maintenance.

13-12-800 All festoons or decorative lighting equipment erected under authority of this article shall be illuminated each and every evening from dusk until at least 9:30 p.m. All burned-out lamps shall be immediately replaced. All festoons and decorative street lighting equipment shall be maintained in a good and safe condition and in strict conformity with all the electrical regulations of this chapter and Chapter 18-27.

Use of City Poles.

13-12-810 No electrical equipment used as a part of any festoon or decorative street lighting equipment shall be attached to any city poles, unless permission in writing has been obtained from the Commissioner of Streets and Sanitation.

Part J. Poles, Wires and Conductors**Permit to Erect.**

13-12-820 No person shall erect, construct, maintain, use, alter, or repair any pole, line or wire, underground conductors or electric conductors of any description whatever on, over or under any public way or public place, within the city, without first having obtained a permit therefor from the Building Department, which permit shall be countersigned by the Commissioners of Streets and Sanitation, and Transportation.

Requirement Before Permits Issued.

13-12-830 Applications for permits shall be made in duplicate on a form to be approved by the Commissioners of Streets and Sanitation and Transportation.

Applications shall be submitted to the Commissioners of Streets and Sanitation, and Transportation who shall cause the necessary inspection to be made.

All applications for permits to erect poles in the streets and alleys of the city shall provide that the city may use the poles to be so erected and may attach thereto such necessary cross arms, wires or other electrical appliances as may be deemed necessary for the electrical service of the city, and no permit shall be issued by the Commissioners of Streets and Sanitation, and Transportation

for the erection of such poles in which the application and permit does not provide for the privileges required by the city as herein contained.

Inspection and Fees.

13-12-840 All apparatus installed under authority of a permit issued in accordance with this part of this article dealing with poles, wires, and conductors shall be inspected by the Building Department and Department of Transportation. The fee for such inspection shall be in conformity with Chapter 13-20.

Said fees shall be paid to the Director of Revenue before the Commissioners of Streets and Sanitation, and Transportation countersign any such permit.

Removal of Pole.

13-12-850 No permission or authority shall be given to any person to erect any pole or poles for telegraph, telephone, or electric light or power purposes or for the purpose of stringing thereon wires, cables, or conveyors for the transmission of sounds or signals, or of heat, light, or power, or data, upon or along any public way within the city, except upon the express provision that such poles and conductors are to be and will be removed forthwith whenever the city council shall order such removal; provided however, that nothing in this part of this article on poles, wires and conductors shall apply to any pole or poles used solely for the carrying and support of its overhead contact trolley wires by any street railway company where it is claimed by such company that it is operating its cars under the authority of any ordinance of the city.

Location.

13-12-860 Such wires or conductors shall in no case be placed at a greater distance from the curbstone separating sidewalk from parkway than 4 ft (1.22 m), except in crossing streets running transversely to the direction of the said lines when such crossing shall be made in the shortest straight line, or in making necessary connections with buildings and stations.

Impeding Traffic.

13-12-870 The method employed of laying said conductors shall be such that it will at no time be necessary to remove so much of the pavement, or to make such excavation, as to materially impede traffic or passage upon sidewalk or street during the operation of laying or repairing said conductors, except when crossing streets transversely, where authority may be granted to remove the pavement for a width not exceeding two feet in the nearest straight line from corner to corner. In no case during the general hours of passage and traffic shall passage be interrupted thereby for a period longer than one hour.

Supervision.

13-12-880 The work of removal and replacement of the pavements in any and all of the public ways and public places in and through which the wires of any company shall be laid, shall be subject to the control and supervision of the Commissioner of Transportation; excavations in any and all of the unpaved public ways or public places shall also be subject to like control and supervision. The space selected for placing said wires, the same in every case being limited as to direction and general position by the foregoing provisions, shall be of sufficient size to permit the installation of the

necessary conductors and equipment.

Part K. Violation of Article

Penalty

13-12-890 Any person who violates any of the provisions of this article, or who maintains any electrical wiring and apparatus found to be dangerous to life and property, shall be fined not more than \$500.00 for each offense. Each day such violation shall continue shall constitute a separate and distinct offence, and so much of any electrical installation as may be erected or altered and maintained in violation of this article or of Chapter 18-27 shall be condemned and the Building Commissioner is hereby empowered to cut off and discontinue current to such electrical wires and apparatus.

SECTION 3. Chapter 13-20 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and inserting new Sections 13-20-017 and 13-20-360 through 13-20-780, as follows:

ARTICLE I-GENERAL

13-20-010 Duty of Commissioner

13-20-017 Penalties

Any person violating, resisting or opposing the enforcement of any of the provisions of this chapter, where no other penalty is provided, shall be subject to the fines provided for in Section 13-12-040. Each day such violation shall continue shall constitute a separate and distinct offense.

ARTICLE II-BUILDINGS

13-20-020 Inspection Required

ARTICLE III-CURTAINS

13-20-070 Inspection Fee

ARTICLE IV-AMUSEMENT PARKS AND DEVICES

13-20-080 Buildings

**ARTICLE V-ELEVATORS, DUMBWAITERS, ESCALATORS,
AND MOVABLE PLATFORMS**

13-20-100 Inspection Required

ARTICLE VI-GRANDSTANDS

13-20-150 Inspection Required

ARTICLE VII-CANOPIES AND MARQUEES

13-20-240 Inspection Required

ARTICLE VIII-REVOLVING DOORS

13-20-260 Inspection Required

ARTICLE IX-MECHANICAL VENTILATING SYSTEMS

13-20-290 Inspection Required

ARTICLE X-GAS HOLDERS

13-20-310 Inspection Required

ARTICLE XI-OTHER TANKS

13-20-330 Inspection Required

ARTICLE XII—ELECTRICAL INSPECTION FEES

Branch Circuit Defined.

13-20-360 The term *branch circuit* as used in this article shall mean any set of branch circuit lighting or power conductors which have been extended from a distribution panelboard, and which may be intended for the use of electrical energy.

Branch Circuits 50 Amperes or Less.

13-20-370 The inspection fee for each nominal 20-ampere or less branch circuit, including fixtures, sockets, or receptacles, shall be \$10.00 per branch circuit for the first 50 circuits and \$5.00 for each nominal 20-ampere or less, branch circuit thereafter. The inspection fee for 21- to 50-ampere branch circuits shall be \$20.00 per circuit. The inspection fee for a 21- to 50-ampere fixed lighting branch circuit shall be \$20.00 per circuit.

Extra Inspections.

13-20-420 Where extra inspections are made because of inaccurate or incorrect information, failure to make necessary repairs, or faulty construction, a charge of \$30.00 per hour or fraction thereof shall be made for each such inspection.

Minimum Fee.

13-20-430 No inspection shall be made for an amount less than \$40.00.

Plan Examination Fees.

13-20-440 The fees for examination of plans shall be \$25.00 per half hour or fraction thereof per plan examiner.

Exhibition, Carnival and Temporary Installations Fees.

13-20-450 The fees for inspection of the electrical work in connection with displays, exhibitions, carnivals and similar temporary installations shall be \$50.00 per hour or fraction thereof, per inspector.

Overtime.

13-20-460 The fees for inspection of the electrical work which, by their nature must be inspected during other than normal working hours, shall be double the fees described in Article XII of this chapter. (Note. Other than normal working hours shall include all Saturdays, Sundays, posted holidays and all weekdays between the hours of 12:00 A.M. and 8:00 A.M. and 4:30 P.M. and 12:00

A.M.)

Interior Communication System Inspection Fees.

13-20-470 The fees for the inspection of electrical communication systems and burglar alarms shall be as follows:

- (1) Low Voltage Burglar Alarms..... \$30.00 per hour or fraction thereof per inspector.
- (2) Aural Communication Systems..... \$30.00 per hour or fraction thereof per inspector.
- (3) Visual Communication Systems.....\$30.00 per hour or fraction thereof per inspector.
- (4) Antenna Systems\$30.00 per hour or fraction thereof per inspector.

Service Inspection Fees.

13-20-480 The inspection fees for electrical services shall be as follows:

- | | | |
|-----|-------------------------|-----------------|
| (1) | <u>0 to 100-amperes</u> | <u>\$40.00</u> |
| (2) | <u>101-200-amperes</u> | <u>\$50.00</u> |
| (3) | <u>201-400-amperes</u> | <u>\$65.00</u> |
| (4) | <u>401-600-amperes</u> | <u>\$75.00</u> |
| (5) | <u>601-1000-amperes</u> | <u>\$100.00</u> |

Fees for inspecting services in excess of 1000 amperes shall be computed on the basis of the rating of the service disconnects installed, prorated according to the schedule above and shall include feeders, risers and all wiring and equipment up to the branch circuit distribution panels or motor power panels or control centers.

Fees for the inspection of vaults, except for utility vaults, shall be \$50.00 for each vault.

Electric Lamp Posts.

13-20-490 Inspection fees for the original installation of street-lighting equipment shall be at the rate of \$10.00 for each lamp post. Annual inspection fees shall be at the rate of \$5.00 for each lamp post.

ARTICLE XIII—SIGNS, BILLBOARDS, SIGNBOARDS**AND RELATED STRUCTURES****PART A. GENERAL****Scope.**

13-20-500 This article covers the requirements for approval of applications, issuance of permits, and supervision of all signs, signboards, and supporting structures, as defined below, which are constructed, erected, or being maintained under the provisions of this chapter.

The installation requirements for this equipment are covered in Article 600 of Chapter 18-27.

Definitions.

13-20-510 For the purposes of this article, the following additional definitions apply.

Signs. Signs are deemed to be a name, identification, description, display, illustration, or character which is affixed to, or represented directly or indirectly upon a building, structure, or piece of land and which directs attention to an object, product, place, activity, person, institution, organization, or business.

Signs (Electrical). Electrical signs are signs that are electrically illuminated.

Flat Signs. Flat signs are signs which are placed flat against the building or structure from which

they are supported and which run parallel thereto. Signs supported from a canopy are deemed to be flat signs when they are single face.

Ground Signs. Ground signs are signs supported by a structure which rests on or in the ground.

Projecting Signs. Projecting signs are signs which project obliquely or at right angles from the building or structure from which they are supported.

Roof Signs. Roof signs are signs which are erected on and supported by the roof of a building or structure.

Signboards (Billboards, Paintboards, and Posted Panelboards). Signboards are signs which fall into this general classification and are commonly known by this or other titles.

Penalties.

13-20-520 In all cases where no specific penalty is fixed therein, any person erecting, owning, operating, maintaining or in charge, possession or control of any illuminated or non-illuminated sign, painted wall sign, signboard, ground sign, roof sign or its support structure, within the City of Chicago, that shall neglect or refuse to comply with the provisions of this chapter shall be fined not more than five hundred dollars for each offense. The penalty for other than business I.D. signs, after notification shall be five hundred dollars per violation plus fifty dollars a day until the violation is removed. Each sign or structure owned, operated and maintained or controlled by that person that is erected, constructed, or maintained in violation of any of the provisions of this chapter shall constitute a separate and distinct violation.

PART B. SIGN INSPECTIONS

Original and Subsequent Inspections.

13-20-530 The Building Department under the direction of the Building Commissioner, shall issue permits, make original and subsequent inspections of all electrical signs, billboards, signboards or other outdoor signs and such structures as are covered by this article of the code.

Subsequent inspections shall be made at least once every 24 months and as often as deemed necessary by the Building Commissioner based on a risk assessment to determine the electrical and structural safety of all signs, signboards and such structures as are covered by this article.

Permit Inspection Fees.

13-20-540 The inspection fee to be charged for the signs described in Section 13-20-530 shall be as follows.

- (a) Signs or electrical signs projecting over the public way - \$22.00 per sign, plus \$0.70 per square foot of area of each face. The area of irregular shaped signs shall be computed using the area of the outer perimeter design of the signs.
- (b) Signs or electrical signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs and illuminated signboards - \$22.00 per sign.
- (c) Signs or electrical roof signs - \$32.00 per sign, plus for each sign over 500 square feet \$0.35 per square foot for each square foot over 500. The fee shall be computed on the actual area of display surface.
- (d) Signs or electrical ground signs, any part of which projects over the public way - fees shall be the same as computed for projecting signs as specified in subsection (a). Signs or electrical ground signs, entirely over private property - \$22.00 per sign.
- (e) Permits issued for the re-erection or alteration of any sign electrical sign or illumination of

signboards or illumination of flat or wall signs - \$22.00 per sign.

(f) Permits issued for signs or electrical signs to be erected for a period not to exceed 60 days - one-half of the sign permit fee. No fee shall be less than \$11.00.

(g) The fee for cancellation of any sign permit shall be \$11.00 and shall be deducted before the remaining amount is refunded.

PART C. PERMITS

Permits Required.

13-20-550 It shall be unlawful to begin the erection, alteration, repair, or enlargement of any sign, signboard or structure covered by the provisions of this article, unless a permit has been obtained from the Building Department.

(a) Attachments. No attachment shall be made to any sign, signboard, or structure covered by this article unless all applicable provisions of this chapter have been complied with.

(b) Rehang. A previously approved sign which has been removed for any reason shall be permitted to be rehung within 6 months of removal in the same location upon the issuance of a rehang permit. If a sign is moved to a new location, a new sign permit shall be obtained.

Permit Application.

13-20-560 Applications for permits to erect, install or alter signs, illuminate signboards, or to maintain the electrical components of electrical signs shall be made by a bonded sign erector. Where applicable, such applications shall be counter signed by a licensed electrical contractor. All such applications shall be made in such form as is prescribed by the Building Commissioner.

Drawings.

13-20-570 All required drawings shall comply with Sections 18-27-600.27 and 18-27-600.28. Engineered drawings shall bear the architects or engineers name, address, and business telephone number.

Time Limitations.

13-20-580 If after the permit has been issued, the work called for by such permit has not begun within 12 months subsequent to the date of issuance of the permit, said permit shall be null and void and no work shall be started until such time as a new permit has been issued.

Construction Contrary to Permit.

13-20-590 It shall be unlawful for any person, company, or corporation engaged in the erection, alteration, or repair of illuminated or non-illuminated signs or signboards, to erect, alter, or repair any sign or signboard contrary to the approved permit. Where a sign or signboard has been erected, altered, or repaired contrary to the approved permit, the permit shall be invalidated by this action.

Where a bonded sign erector, a registered sign contractor, or a registered electrical contractor installs, alters, erects, or repairs a sign, signboard, or illuminates a signboard without a permit first being issued, the permit privileges of such bonded sign erector, a registered sign contractor, or registered electrical contractor shall be suspended forthwith and shall not be reinstated until such time as all the provisions of this chapter have been complied with.

Where a bonded sign erector, a registered sign contractor, and (or) registered electrical

contractor performs defective work in the erection, alteration, or repair of a sign, signboard, or the illumination of a signboard, or when a permit is invalidated, the contractor shall be notified in writing of such defective work or invalidation. If at the end of 10 days the aforementioned defective work has not been corrected, the permit privileges of such contractor shall be suspended and shall not be reinstated until such defective work has been corrected.

The Building Commissioner is hereby empowered to shut off the electric current to any sign or signboard which is erected, altered, or repaired contrary to any of the provisions of this chapter.

In addition to the provisions of this section, anyone who violates the provisions of this section shall be liable to the penalties as set forth in this article.

Permit Violation Penalties.

13-20-600 Where a registered electrical contractor, a registered sign contractor, and (or) a bonded sign erector installs, alters, erects, or repairs a sign, signboard, or illuminates a signboard without a permit on three separate occasions in one twelve month period, the certificate of registration, bond, and all permit privileges shall be revoked.

Where an installation or alteration has been started prior to the issuance of a permit for such work, the permit inspection fee for such work shall be twice the amount of the normal permit inspection fee as prescribed in this article.

Display of Permits.

13-20-610 All permits authorizing the installation of a sign, signboard, or obstruction of the public way shall be displayed in a conspicuous location at the installation site during any period that such

installation takes place.

Subsequent Reinspection Fees.

13-20-620 The subsequent inspection fee to be charged for the signs described in Section 13-20-530 shall be as follows:

- (a) Signs or electrical signs projecting over the public way - \$22.00 per sign, plus \$0.70 per square foot of area of each face. The area of irregular shaped signs shall be computed using the area of the outer perimeter design of the signs.
- (b) Signs or electrical signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs and illuminated signboards - \$22.00 per sign.
- (c) Signs or electrical roof signs - \$32.00 per sign, plus for each sign over 500 square feet \$0.35 per square foot for each square foot over 500. The fee shall be computed on the actual area of display surface.
- (d) Signs or electrical ground signs, any part of which projects over the public way - fees shall be the same as computed for projecting signs as specified in subsection (a).
- (e) Signs or electrical ground signs, entirely over private property - \$22.00 per sign.

Sign Plan Examination Fees.

13-20-630 The fee for the examination of sign plans shall be \$15.00 per one-half hour or fraction

Revoking of Permit.

13-20-640 The Building Commissioner shall revoke the permit for any sign being constructed or

erected in violation of any of the provisions of this chapter.

PART D. LIMITATIONS TO SIGNS

Height and Location.

13-20-650 Sign size and location shall be limited as follows:

- (a) The overall vertical height of a roof, ground, or projecting sign or signboard shall not exceed 75 ft (22.9 m) above ground, or grade, level.
- (b) Signs which project over the public way more than 12 in. (305 mm) shall clear such public way (sidewalk) by 9 ft (2.74 m) and 16 ft (4.88 m) in alleys.
- (c) Signs flat against the building shall not project more than 12 in. (305 mm). Flat signs complying with this subsection shall be permitted to be erected at entrance door height.
- (d) Flat signs shall not project above the parapet of the building unless in accordance with all of the following conditions:
 - (1) The erection of the sign does not prohibit access to the roof from the exterior of the building without passing over the sign.
 - (2) The sign shall not extend more than 4 ft (1.22 m) above the parapet of where there is no parapet more than 4 ft (1.22 m) above the roof line.
 - (3) In no case shall more than 50% of the sign project above the parapet or above the roof line where there is no parapet.
 - (4) A sign shall not be permitted to be supported from the parapet.
 - (5) Special permission is obtained in writing from the Building Commissioner before the permit application is submitted.

(e) A sign may be erected at the edge of a roof on a building which has no parapet walls provided:

- (1) The building is no more than one story in height, and
- (2) No sign section is more than 4 ft (1.22 m) in height, and
- (3) No sign section has an area of more than 40 ft² (12.19 m²).

All such signs, where there is no parapet, shall be erected independently of each other.

(f) Projecting signs shall be supported by a structure anchored wholly within the lot line.

(g) Projecting signs shall not extend into the public way a greater distance than within 18 in. (457 mm) of the curb line.

(h) Projecting signs shall have that portion of the sign nearest the supporting structure not more than 2 ft (610 mm) from the lot line.

(i) No sign shall be attached to or supported by a chimney or water tank unless special permission has been obtained in writing from the Building Commissioner before the permit is issued.

If a street is widened after a sign has been installed and such sign thereby becomes in violation of one of the provisions of this section, the owner or user of said sign shall immediately take such steps as are necessary to bring the sign into conformance with all applicable provisions of this chapter.

Restricted Locations.

13-20-660 The provisions of the Comprehensive Zoning Ordinances shall regulate the type and size and the permissibility of signs and their supporting structures.

Dimensions.

13-20-670 Projecting electrical signs shall have a thickness of drum or box not exceeding 24 in. (610 mm) except by special permission.

(a) Vertical Type "V" Shaped Signs. Vertical type "V" shaped projecting signs shall not project more than 6 ft (1.83 m) from the building and shall not exceed 6 ft (1.83 m) in width along the face of the building. Said signs shall be enclosed at the top and the bottom and an open space of not more than 3 in. (76.2 mm) shall be allowed between the building and the sign.

(b) Supported From Roof Structure. Signs supported by a structure from a roof shall have a minimum distance of 3 ft (914 mm) from the bottom of the structure or the display, whichever is lower, to the roof. The minimum distance from the face of the display to the exterior wall of the building shall be 3 ft (914 mm), except as provided for in Section 13-20-650.

(c) Supported From the Ground. Signs supported by a structure from the ground shall have a minimum distance of 9 ft (2.74 m) from the bottom of the structure or display, whichever is lower, to the ground. No exposed live parts (lamps, sockets, neon tubes or sockets, etc.) shall be within 9 ft (2.74 m) of the ground.

Exception: Ground signs on private property supplied by branch conductors which are protected by an approved ground-fault circuit-interrupter device may have a distance of less than 9 ft (2.74 m) from the bottom of the structure or display if all the electrical components are totally enclosed within the sign assembly. All such signs shall be readily accessible.

Council Approval.

13-20-680 A City Council Order approving a sign shall be required in addition to the normal permit

for any sign which exceeds 100 ft² (9.3 m²) in area or any roof or ground sign, structure or signboard over 24 ft (7.32 m) in height. Before the application for a permit for such sign is filed with the Building Commissioner, the applicant shall submit a duplicate of the application to the Alderman of the ward in which the sign is to be located. At the time the duplicate is submitted to the Alderman, the applicant shall submit to the City Clerk an order for the approval or disapproval of the sign for introduction at the next regular meeting of the City Council, and proof that the public notice provided for in this section has been given and a list of all persons who have been given such notice. The Council Order, upon being introduced to the Council, shall be forwarded to the appropriate committee for hearing. Prior to filing its application, the applicant for the permit shall give notice to all voters registered at addresses within 250 ft (76.2 m) of the proposed sign location.

The notice shall be in writing and shall state:

- (1) The name of the applicant.
- (2) The proposed location of the sign.
- (3) The exterior dimensions of the proposed sign.
- (4) The means of illumination of the sign.
- (5) The height above ground level at which the proposed sign, if approved, will be located, and
- (6) The date of the application.

Such notice shall inform the recipient that he or she will receive notice of the date of a public hearing on the application before the committee, and that he or she has the right to testify before the committee. The notice shall be sent by certified mail, return receipt requested, with all costs to be borne by the applicant. No notice need be given under this section, however, of any application

seeking a permit for a sign to be erected on the premises of a business only limited to information identifying the business conducted on the premises. The committee shall give notice by first class mail to all voters registered at addresses within 250 ft (76.2 m) of the proposed sign location and, after conducting a hearing, shall recommend approval or disapproval. The hearing shall be recorded or transcribed. At the hearing, the applicant shall have the right to offer evidence and comment on or rebut all other evidence placed before the committee. A recommendation of an approval or disapproval shall be passed based on the following considerations:

- (1) Whether the size, location, or structural design of the sign is compatible with the aesthetic character of the community in which the sign is located or is to be erected or because of the signs impact on or proximity to:
 - (a) Special zones or places as may be designated, established or recognized by the City of Chicago, including but not limited to the Lake Michigan and Chicago Lakefront Protection District and historical or architectural landmark buildings, areas, places, districts, structures of other object or
 - (b) Waterways, open space areas, recreational facilities, urban or scenic vistas or residential buildings.
- (2) Whether the sign is located in an area where there exists an undue concentration of signs
- (3) Whether the size, location or structural design of the sign presents an unreasonable threat to the health or safety of the public.

Any committee report requesting this approval or disapproval must state specific reasons for the recommendation, which reasons shall be consistent with any applicants constitutional rights contained in the First, Fifth, and Fourteenth Amendments of the United States Constitution and

Sections 2 and 4 of Article 1 of the Illinois Constitution of 1970. The recommendation of the committee to approve or disapprove the permit as provided herein shall not be based on the content of the proposed sign. In determining whether to issue an order approving or disapproving a sign, the City Council shall be bound by the same standards as apply to the committee in making its recommendation. The Building Commissioner shall issue a permit for a sign that is subject to this section unless:

- (1) The City Council has issued an order disapproving the application within 60 days after the order for the sign was submitted to the City Clerk, or
- (2) The sign for which the application is submitted is not or will not be in compliance with any provision of this chapter.

If the City Council fails to issue an order disapproving an application for a sign within a 60 day period after the order for the sign is submitted to the City Clerk, an order approving the sign shall be deemed to have been issued at the end of such period. The City Clerk shall, within 2 business days, notify the Building Commissioner whenever the City Council issues or is deemed to issue an order approving or disapproving a sign permit application. In any event, the Building Commissioner may not take final action on the application until the City Council issues or is deemed to issue an order to recommend approval or disapproval of the application. The Building Commissioner, however, must take final action on the application no later than 75 days after the order for the sign permit was submitted to the City Clerk.

Any person aggrieved by the final decision of the Building Commissioner disapproving an application may seek judicial review of the decision in the manner provided by law.

As used in this section, "legal voter" means a person who has registered to vote and whose name

appears on a pole sheet from the last preceding election regardless of whether primary or general.

PART E. OTHER REQUIREMENTS

Obstruction of Streets.

13-20-690 Permits for the obstruction of streets or sidewalks during construction of signs shall be obtained by the sign contractor from the Commissioner of the Chicago Department of Transportation.

Posting of Bonds.

13-20-70 (a) Bond Required. Every person erecting, maintaining, or removing electric signs, signboards, or structures shall submit to the Building Commissioner, a bond, with surety to be approved by the Building Commissioner in the penal sum of \$25,000.00 conditioned that such person shall faithfully comply with all provisions and requirements of this chapter with respect to the alteration, location and safety and for the payment of the original permit fees required by this article; and conditioned further to indemnify, save and keep the City of Chicago, its officials, and employees harmless from any claims, damages, liabilities, losses, actions, suits, or judgements which may be presented, sustained, brought, or obtained against the City of Chicago, any of its officials, or employees because of the maintenance, alteration, or removal of any electric sign, signboards, or structure, or by reason of any accident, caused by or resulting therefrom.

(b) Annual Bond. An individual annual \$15,000.00 bond for each sign shall be required on subsections (8) and (9) of Section 18-27-600.28. (Roof signs and pole signs over 24 ft (610 mm) in height.) In lieu of such individual annual bond, any person, firm, or corporation owning, leasing, erecting, maintaining, or removing any sign or signs within the description of these subsections may

file with the Building Commissioner a certificate of insurance issued by any casualty company authorized to do business in the State of Illinois evidencing coverage in favor of the City of Chicago, its officials, agents, or servants for any and all claims, demands, or suits for personal injury or property damage where the liability alleged against the City of Chicago for such injury or property damage arises out of the provisions of this article. Such certificate of insurance shall provide applicable bodily injury limits of not less than \$100,000.00 per person and \$300,000.00 per accident and property damage limits of not less than \$20,000.00 per accident and shall further provide that the Building Commissioner be given 30 days notice by the insurer prior to any cancellation of the coverage.

Construction Standards.

13-20-710 All signs requiring structural engineers drawings shall be constructed to the standards contained in the Municipal Code of the City of Chicago, except that for compressive stresses for columns and other compression members of structural grade steel, the ratio of l/r shall not exceed 120. Main structural members shall not be less than $\frac{3}{16}$ in. (8 mm) thick and secondary members and bracing shall not be less than $\frac{1}{4}$ in. (6.4 mm) thick. Signs erected entirely above a roof shall have the calculated center of the wind pressure not higher above the roof than 75% of the vertical distance between the roof and the top of the display.

General Restrictions.

13-20-720 No person, firm, or corporation shall place on or suspend from any building, sign,

structure, canopy, lot, or place any goods, wares, merchandise, or any other material not in conformance with Article 600 of Chapter 18-27 and this article.

Notice of Non-Compliance.

13-20-730 Whenever it shall appear to the said Building Commissioner that any such sign or structure has been erected in violation of the provisions of this chapter or is in an unsafe condition or has become unstable or insecure, or is in such a condition as to be a menace to the safety or health of the public, he shall thereupon issue or cause to be issued a notice in writing to the owner of such sign or structure, or person in charge, possession, or control thereof, if the whereabouts of such person is known, informing such person of the violation of the provisions of this chapter or of the dangerous condition of such sign or structure and directing him to make such alteration or repairs thereto as shall be necessary to make the same comply with the requirements of this chapter and Chapter 18-27 within such reasonable time as may be stated in said notice.

Posting Non-Compliance Notice.

13-20-740 If the owner of such sign or structure or the person in possession, charge, or control thereof cannot be found or his whereabouts cannot be ascertained, the Building Commissioner shall attach or cause to be attached to said sign or structure a notice of the same import as that required to be sent to the owner or person in possession, charge, or control thereof when the owner is known; and if such sign or structure shall not have been made to conform to the provisions of this chapter and placed in a secure, safe, and substantial condition in accordance with the requirements of such notice within 30 days after such notice shall have been attached to such sign or structure, the

Building Commissioner may thereupon cause such sign or structure or such portion thereof as is constructed and maintained in violation of the provisions of this chapter or Chapter 18-27, to be torn down: provided however, that nothing herein contained shall prevent the Building Commissioner from adopting such precautionary measures as may be necessary or advisable in case of imminent danger in order to place such sign or structure in a safe condition, the expense of which shall be charged to and recovered from the owner of such sign or structure, or the person in charge, possession, or control thereof, in any appropriate proceedings therefore.

Demolition.

13-20-750 If the owner or person in charge, possession, or control of any sign or structure when so notified shall refuse, fail, or neglect to comply with and conform the requirements of such notice, the Building Commissioner may, upon the expiration of time therein mentioned, tear down or cause to be torn down such part of such a sign or structure as is constructed and maintained in violation of the provisions of this chapter, and shall charge the expense to the owner or person in charge, possession, or control of any sign or structure and the same shall be recovered from such owner or person by appropriate legal proceedings.

Abandoned Signs and Structures.

13-20-760 (a) Abandoned Sign. Any sign, on which the annual inspection fee has not been paid in conformity with all the provisions of this chapter, shall be declared to be abandoned and (or) a hazard and the Building Department is hereby empowered to remove or cause to be removed any such abandoned or hazardous signs.

(b) Abandoned Structure. Structures over public or private property shall be removed at the time the sign is removed unless the structure is maintained by a bonded sign erector. A drawing prepared by a licensed architect or structural engineer and bearing the seal of the architect or structural engineer shall be presented with the application for the erection of a new sign on such structures.

Removal of Sign or Structure.

13-20-770 It shall be the duty of the Building Commissioner to remove or cause the removal of any sign or structure not in compliance with any of the provisions of this article and Article 18-27-600 dealing with signs and any compensation or inspection fees paid to the City of Chicago for such sign shall not be refunded. The owner of such sign shall be held liable for all expenses incurred by the Building Department in the performance of this duty to remove.

Stopping of Current.

13-20-780 Any person that shall violate any of the provisions of this article dealing with signs on buildings or structures shall be subject to the penalty provided in Section 13-20-520 and, in addition to such penalty, the Building Commissioner shall, for the violation of any of those provisions, compel the cutting off or the stopping of electrical current to any electrical equipment on such sign or structure.

SECTION 4. Chapter 13-20 of the Municipal Code of Chicago is hereby amended by deleting Sections 13-20-170 through 13-20-230, inclusive, and Section 13-20-350 in their entirety.

SECTION 5. Title 14 of the Municipal Code of Chicago is hereby repealed in its entirety, excepting Chapter 14-46 which is hereby amended by deleting the language bracketed and inserting the language underscored, as follows:

CHAPTER [14-46] 4-400

BURGLAR ALARMS

[14-46-010] 4-400-010 Definitions.

[14-46-020] 4-400-020 Permit Required-Application Fee-Display.

[14-46-030] 4-400-030 Authority of director of revenue.

[14-46-040] 4-400-040 Service of Notice.

(a) Whenever a police officer responds to an alarm at any premises and the police officer determines either that the alarm is a false alarm or that the burglar alarm user has failed to display a burglar alarm permit in the manner required by this chapter, the police officer shall issue a Notice of False Alarm/Failure to Display Alarm Permit and shall serve the notice on the burglar user by personal service on the burglar alarm user, an agent or employee of the burglar alarm user, or any other person with apparent authority at the premises, or by affixing the notice to the door or other prominent location on the premises. A copy of the notice shall also be forwarded to the director. Whenever the department of revenue learns that a notice was issued to any burglar alarm user whose permit has expired or who does not have a permit, and the notice does not indicate that the burglar alarm user failed to display an alarm permit, the department of revenue shall issue a Notice of

Failure to Maintain Alarm Permit, and shall serve this notice by regular mail on the person designated pursuant to Section [14-46-020] 4-400-020 to receive notices or, if there is no such person, to the current occupant of the premises.

[14-46-050] 4-400-050 Second Notice.

(a) Whenever a notice is given under Section [14-46-040] 4-400-040 which, if uncontested, could result in the imposition of one or more administrative penalties for an offense described in the notice, the director of revenue shall send a second notice by first class mail to the person designated pursuant to Section [14-46-020] 4-400-020 to receive notices or, if there is no such person, to the current occupant of the premises. A copy of the second notice shall be forwarded to the department of administrative hearings.

[14-46-060] 4-400-060 Request for administrative hearing-Liability.

(a) Whenever a notice of false alarm is given or an administrative penalty is imposed upon a burglar alarm user under this chapter, the burglar alarm user may not more than 14 days after a second notice is mailed as provided by Section [14-46-050] 4-400-050 submit to the director of revenue a written request for an administrative hearing to contest the determination or administrative penalty. A written request for an administrative hearing may be delivered in person or by mail. A request by mail shall be deemed timely if postmarked not more than 14 days after the second notice was mailed.

(b) Whenever a second notice is given under Section [14-46-050] 4-400-050 that provides the dates of the previous notices of false alarm issued in the calendar year, the burglar alarm user may

request an administrative hearing to contest the determination of false alarm for which the second notice was issued as well as any or all of the previous determinations of false alarm given within the calendar year for which no administrative penalty applies, provided, however, that no previous determination of false alarm may be contested if the burglar alarm user (I) previously requested an administrative hearing to contest that determination of false alarm or (ii) was given a second notice of that determination of false alarm in conjunction with a second notice of failure to display or a notice of failure to maintain an alarm permit.

(f) A copy of a determination of liability entered pursuant to this section for which any penalty is imposed shall be sent by regular mail to the person designated pursuant to Section [14-46-020] 4-400-020 to receive notices or, if there is no such person, to the current occupant of the premises.

(I) Notwithstanding any other provision of this chapter, the director may at any time waive liability under this chapter of any person the director determines was not a burglar alarm user, as defined in Section [14-46-010] 4-400-010, at the time of the alleged violation.

[14-46-080] 4-400-070 Administrative penalties.

SECTION 5. The Municipal Code of Chicago is hereby amended by creating a new Title 18 and inserting a new Chapter 18-27, as attached:

[New Title 18 and New Chapter 18-27 printed in addendum to this Journal.]

SECTION 6. This ordinance shall take effect 90 days after its passage and publication.

New Title 18 and New Chapter 18-27 referred to in this ordinance read as follows:

Continued in Volume II
on page 13900