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COPY

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

Regular Meeting -- Wednesday, October 3, 2012

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

RAHM EMANUEL
Mayor

SUSANA A. MENDOZA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, October 3, 2012

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Attendance At Meeting.

Present -- The Honorable Rahm Emanuel, Mayor, and Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Austin, Mell, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein.

Absent -- Aldermen Cárdenas and Cochran.

Call To Order.

On Wednesday, October 3, 2012 at 10:00 A.M., the Honorable Rahm Emanuel, Mayor, called the City Council to order. The Honorable Susana A. Mendoza, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Moreno, Fioretti, Dowell, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 45.

Quorum present.

Pledge Of Allegiance.

Alderman Zalewski led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Pastor Tyrone Crider of Mount Calvary Baptist Church opened the meeting with a prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- GRATITUDE EXTENDED TO POLICE OFFICER ELIZABETH A. JOYCE, MARINE OFFICER EDMUND A. ECHEVARRIA, LIEUTENANT ROBERT H. STASCH AND SERGEANT WILLIAM B. NEJA ON HEROIC RESCUE.

[R2012-924]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the Chicago Police Department.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
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, On February 18, 2012, at about 1:00 P.M., a Lakeview man and his girlfriend were walking his dog along Belmont Harbor when his dog suddenly jumped into the frigid water of Lake Michigan; and

WHEREAS, While trying to get his dog out of the water, the man slipped on the slick rocks and fell in, and as he was struggling to keep himself and his dog afloat as waves were crashing into them, a passersby who saw him called 9-1-1; and

WHEREAS, Upon hearing the distress call, Town Hall Police Officer Elizabeth A. Joyce (Star Number 9871) who was working nearby, immediately rushed to the area, located the man, radioed the exact location of the incident, and swiftly began a rescue effort; and

WHEREAS, Without regard to her own safety, Officer Joyce quickly removed her duty belt, climbed down the icy rocks and lay down on her stomach at the edge of the freezing water, and braving two-foot-high waves and the gusty winds, she grabbed the victim, secured him with her duty belt, and kept his head from going under; and

WHEREAS, In the meantime, Officer Edmund A. Echevarria (Star Number 16665), a member of the Chicago Police Marine Unit, Town Hall District Lieutenant Robert H. Stasch (Star Number 187) and Sergeant William B. Neja (Star Number 1990) heard the dispatch call and rushed to the area to help; and

WHEREAS, The arriving officers climbed down the icy rocks to assist Officer Joyce, who was still holding the man securely, preventing him from drowning; and

WHEREAS, After several attempts, the officers safely pulled the victim and his dog from the water. The victim was taken to Advocate Illinois Masonic Medical Center, where he was treated for hypothermia, and his dog also received care and was safely returned; and

WHEREAS, Sergeant Neja injured his knee when he hit a rock during the rescue effort, and all the officers were treated for hypothermia; and

WHEREAS, Each of these officers risked their own lives to save the victim by climbing down the icy rocks of Belmont Harbor, while getting drenched with the frigid water from the lake, ignoring the possibility of falling in, and braving the crashing high waves; and

WHEREAS, These officers' courage, quick thinking and determination are in keeping with the finest traditions of the Chicago Police Department; 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 October 2012, do hereby honor Police Officer Elizabeth A. Joyce, Marine Officer Edmund A. Echevarria, Lieutenant Robert H. Stasch, and Sergeant William B. Neja for their valor, loyalty and dedication to the people of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to these members of the Chicago Police Department, and placed on permanent record in their personnel files as a token of our appreciation and esteem.

On motion of Alderman Burke, seconded by Aldermen Balcer, M. O'Connor, Smith and Tunney, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and on behalf of a grateful City of Chicago, expressed appreciation to Police Officer Elizabeth A. Joyce, Marine Officer Edmund A. Echevarria, Lieutenant Robert H. Stasch and Sergeant William B. Neja for their heroic rescue. Lauding the officers for their professionalism and selfless bravery, Mayor Emanuel observed that such commitment to public service and the safety and protection of others is emblematic of the men and women of the Chicago Police Department. Mayor Emanuel then invited Police Officer Elizabeth A. Joyce, Marine Officer Edmund A. Echevarria, Lieutenant Robert H. Stasch and Sergeant William B. Neja to the Mayor's rostrum where he expressed his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- GRATITUDE EXTENDED TO FIREFIGHTER/EMT ED JOHNSON ON LIFESAVING RESCUE.

[R2012-928]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the Chicago Fire Department.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
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 late afternoon of August 4, 2012, Truck 40 of the Chicago Fire Department was dispatched to 9500 South Oakley Avenue, the scene of a motorcycle accident; and

WHEREAS, A motorcyclist had been struck by an automobile and had sustained a serious head wound; and

WHEREAS, Several citizens who witnessed the accident were trying to aid the victim; and

WHEREAS, Off-duty Firefighter/EMT Ed Johnson of Truck 40 happened to be shopping near the accident and heard the crash. Acting without hesitation, Firefighter Johnson ran to the victim to render assistance; and

WHEREAS, When Firefighter Johnson arrived at the scene, a citizen was attempting to control the bleeding with an article of clothing. Firefighter Johnson quickly rushed to his car and retrieved a towel, placing it on the man's broken skull so as to cover the wound, and instructed the citizen to continue applying pressure; and

WHEREAS, Firefighter Johnson then bolted toward a nearby restaurant to obtain bags of ice. He returned to the victim and applied the ice so as to constrict blood vessels and minimize blood flowing from the injured area; and

WHEREAS, Firefighter Johnson's deliberate, competent actions and soothing reassurances had a calming effect on the victim. In addition, he made efforts to maintain the victim's body position to control shock and protect against possible spinal injury due to unnecessary movements; and

WHEREAS, Additional units of the Chicago Fire Department soon arrived to take over with Advanced Life Support care, then transported the injured man to the nearest trauma center; and

WHEREAS, The quick, decisive actions of Firefighter Ed Johnson were instrumental in the early care and stabilization of a severely injured trauma patient, whose life was likely saved as a result. Firefighter Ed Johnson demonstrated the compassion and professionalism that are the hallmarks of the Chicago Fire Department; 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 October 2012, do hereby honor the skilled and valiant efforts of Firefighter Ed Johnson in saving the life of a motorcycle accident victim; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Firefighter/EMT Ed Johnson of the City of Chicago Fire Department, and placed on permanent record in his personnel file, as a token of our appreciation and esteem.

On motion of Alderman Burke, seconded by Aldermen Balcer, Jackson, O'Shea and Sposato, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and on behalf of a grateful City of Chicago, extended appreciation to off-duty Chicago Firefighter/ EMT Ed Johnson for his heroic response in assisting the victim of a motorcycle accident. Lauding the brave and skillful actions of Firefighter/EMT Johnson, Mayor Emanuel observed that whether in or out of uniform, the inherent and selfless commitment to duty shared by generations of men and women of the Chicago Fire Department is the proud hallmark of this venerable institution and currently showcased on the television drama series "Chicago Fire". Mayor Emanuel then invited Chicago Firefighter/EMT Ed Johnson to the Mayor's rostrum where he expressed his personal thanks and presented him with a parchment copy of the congratulatory resolution.

Referred -- REAPPOINTMENT OF OLIVER BANKS AS MEMBER OF 95TH ST. COMMISSION (SPECIAL SERVICE AREA NO. 4).

[A2012-164]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I have reappointed Oliver Banks as a member of Special Service Area Number 4, the 95th Street Commission, for a term effective immediately and expiring October 1, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF HARRIET PRICE AS MEMBER OF ANDERSONVILLE COMMISSION (SPECIAL SERVICE AREA NO. 22).

[A2012-165]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I have reappointed Harriet Price as a member of Special Service Area Number 22, the Andersonville Commission, for a term effective immediately and expiring April 10, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF NICOLE DEL SASSO AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2012-161]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012

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

LADIES AND GENTLEMEN -- I have appointed Nicole Del Sasso as a member of Special Area Number 33, the Wicker Park and Bucktown Commission, for a term effective immediately and expiring September 13, 2014, to succeed Lawrence M. Griffin, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF MARK K. GRAY AS MEMBER OF 103RD ST./ ROSELAND COMMISSION (SPECIAL SERVICE AREA NO. 41).

[A2012-162]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Mark K. Gray as a member of Special Service Area Number 41, the 103rd Street/Roseland Commission, for a term effective immediately and expiring September 27, 2014, to succeed Christopher C. Furlow, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor

Referred -- APPOINTMENT OF DIANE M. BROWN AS MEMBER OF 71ST/STONY ISLAND COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2012-163]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Diane M. Brown as a member of Special Service Area Number 42, the 71st/Stony Island Commission, for a term effective immediately and expiring April 11, 2014, to succeed Cathy M. Thompson, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF STEPHEN W. BEARD AS MEMBER OF BOARD OF ETHICS.

[A2012-166]

The Honorable Rahm Emanuel, 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 Committees, Rules and Ethics*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3. 2012

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

LADIES AND GENTLEMEN -- I have appointed Stephen W. Beard as a member of the Board of Ethics, for a term effective immediately and expiring July 31, 2016, to succeed Miguel A. Ruiz.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF RUSSELL CARLSON AS MEMBER OF BOARD OF ETHICS.

[A2012-172]

The Honorable Rahm Emanuel, 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 Committees, Rules and Ethics:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3. 2012

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

LADIES AND GENTLEMEN -- I have appointed Russell Carlson as a member of the Board of Ethics, for a term effective immediately and expiring July 31, 2013 to succeed Thomas J. McCarthy

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL.
Mayor.

Referred -- APPOINTMENT OF PASTOR MARY T. CARR AS MEMBER OF BOARD OF ETHICS.

[A2012-168]

The Honorable Rahm Emanuel, 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 Committees, Rules and Ethics:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Pastor Mary T. Carr as a member of the Board of Ethics, for a term effective immediately and expiring July 31, 2015, to succeed Tiffany C. Ingram.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL.
Mayor.

Referred -- APPOINTMENT OF MICHAEL GALLAGHER AS MEMBER OF BOARD OF ETHICS.

[A2012-169]

The Honorable Rahm Emanuel, 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 Committees, Rules and Ethics:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012

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

LADIES AND GENTLEMEN -- I have appointed Michael Gallagher as a member of the Board of Ethics for a term effective immediately and expiring July 31, 2014, to succeed Michael F. Quirk.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF FRANCES R. GROSSMAN AS MEMBER OF BOARD OF ETHICS.

[A2012-167]

The Honorable Rahm Emanuel, 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 Committees, Rules and Ethics.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Frances R. Grossman as a member of the Board of Ethics, for a term effective immediately and expiring July 31 2016, to succeed Eileen B. Libby.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF DAISY LEZAMA AS MEMBER OF BOARD OF ETHICS. [A2012-170]

The Honorable Rahm Emanuel, 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 Committees, Rules and Ethics:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012

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

LADIES AND GENTLEMEN -- I have appointed Daisy Lezama as a member of the Board of Ethics, for a term effective immediately and expiring July 31, 2014, to succeed John L. Wilhelm.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF JULIA M. NOWICKI AS MEMBER OF BOARD OF ETHICS.

[A2012-171]

The Honorable Rahm Emanuel, 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 Committees, Rules and Ethics*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Julia M. Nowicki as a member of the Board of Ethics, for a term effective immediately and expiring July 31, 2013, to succeed Lisa M. Taylor.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF SECTION 2-25-050 OF MUNICIPAL CODE REGARDING DATA SHARING AGREEMENTS.

[O2012-6581]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith an ordinance amending Chapter 2-25 of the Municipal Code regarding data sharing agreements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF SECTION 9-64-050 OF MUNICIPAL CODE REGARDING DISABILITY-RELATED PARKING.

[O2012-6587]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Pedestrian and Traffic Safety:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Mayor's Office for People with Disabilities. I transmit herewith an ordinance amending Chapter 9-64 of the Municipal Code regarding disability-related parking.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours

(Signed) RAHM EMANUEL,
Mayor

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING TAX INCREMENT FINANCING ASSISTANCE FOR REHABILITATION OF ALTGELD PARK.

[O2012-6565]

The Honorable Rahm Emanuel. 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

October 3. 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District for TIF assistance

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL.
Mayor.

Referred -- LOAN OF MULTI-FAMILY PROGRAM FUNDS TO ROSENWALD COURTS APARTMENTS L.P. PURSUANT TO NEIGHBORHOOD STABILIZATION PROGRAM 2 FOR ACQUISITION OF PROPERTY AT 4600 S. MICHIGAN AVE.
[O2012-6613]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing a loan pursuant to the Neighborhood Stabilization Program 2, for Rosenwald Courts.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL
Mayor

Referred -- LOAN AND REDEVELOPMENT AGREEMENT WITH CERTAIN DEVELOPER ENTITIES (SHOPS & LOFTS AT 47 PROJECT) FOR ACQUISITION AND CONSTRUCTION OF AFFORDABLE MULTI-FAMILY HOUSING.

[O2012-6569]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement for Shops & Lofts at 47.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH BAL DEVELOPMENT LLC AND BRONZEVILLE ARTIST LOFTS LLC FOR REHABILITATION OF BUILDING AT 436 E. 47TH ST. FOR COMMERCIAL USE.

[O2012-6594]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement for Bronzeville Artist Lofts LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH HALSTED PERSHING MORGAN LLC FOR REDEVELOPMENT OF PROPERTY AT 815 W. PERSHING RD. FOR INDUSTRIAL USES.

[O2012-6589]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement for Halsted Pershing Morgan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL.
Mayor

Referred -- REDEVELOPMENT AGREEMENT WITH JMC STEEL GROUP, INC. FOR REHABILITATION OF PROPERTY AT 227 W. MONROE ST. FOR CORPORATE OFFICE SPACE.

[O2012-6665]

The Honorable Rahm Emanuel, 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

October 3, 2012

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement for JMC Steel Group.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL.
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH PULASKI PROMENADE LLC FOR ACQUISITION AND CONSTRUCTION OF NEIGHBORHOOD SHOPPING CENTER AT 4064 -- 4200 S. PULASKI RD.

[O2012-6602]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement for Pulaski Promenade.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor

Referred -- FUNDING AND ASSOCIATED AGREEMENTS WITH NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC. FOR ADMINISTRATION OF TAX INCREMENT FINANCING NEIGHBORHOOD IMPROVEMENT PROGRAMS FOR SINGLE-FAMILY WITHIN COMMERCIAL AVENUE AND ENGLEWOOD NEIGHBORHOOD AREAS.

[O2012-6625, O2012-6635]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing funding, and associated agreements with Neighborhood Housing Services, for TIF-NIP single-family programs

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF VARIOUS TAX INCREMENT FINANCING NEIGHBORHOOD IMPROVEMENT PROGRAMS AND ASSOCIATED AGREEMENT WITH NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC.

[O2012-7086]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to the TIF-NIP Program and associated agreement with Neighborhood Housing Services.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF TIFWORKS PROGRAM ORDINANCE.
[O2012-6566]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to the TIFWorks Program ordinance

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- LEVY OF TAXES, APPROVAL OF BUDGETS AND EXECUTION OF SERVICE PROVIDER AGREEMENTS FOR VARIOUS SPECIAL SERVICE AREAS.

[O2012-6678, O2012-6682, O2012-6686, O2012-6692, O2012-6701, O2012-6763, O2012-6767, O2012-6794, O2012-6806, O2012-6816, O2012-6837]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing a scope of service, budget and management agreement for various special service areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2012 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925.

[O2012-6579]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- ESTABLISHMENT OF MOBILE FOOD VEHICLE STANDS AT VARIOUS LOCATIONS.

[O2012-6638]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 3, 2012

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 establishment of mobile food stands.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES.
[O2012-6567, O2012-6568,
O2012-6570, O2012-6571]

The Honorable Rahm Emanuel, 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

October 3, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

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

The Honorable Susana A. Mendoza, City Clerk, informed the City Council that documents have been filed in her office relating to the respective subjects designated as follows:

Placed On File -- DETERMINATION CERTIFICATE OF CHIEF FINANCIAL OFFICER REGARDING CHICAGO O'HARE INTERNATIONAL AIRPORT PASSENGER FACILITY CHARGE REVENUE REFUNDING BONDS, SERIES 2012A AND 2012B.

[F2012-66]

A communication from Lois A. Scott, Chief Financial Officer, under the date of September 12, 2012, transmitting the Determination Certificate together with the Schedule of Maturities, the Contract of Purchase and the Official Statement, pursuant to the Bond Ordinance authorizing the issuance of the City of Chicago Chicago O'Hare International Airport Passenger Facility Charge Revenue Refunding Bonds, Series 2012A and Series 2012B, which was *Placed on File*.

Placed On File -- DETERMINATION CERTIFICATE OF CHIEF FINANCIAL OFFICER REGARDING CHICAGO O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT SENIOR LIEN REVENUE REFUNDING BONDS, SERIES 2012A, 2012B AND 2012C.

[F2012-65]

A communication from Lois A. Scott, Chief Financial Officer, under the date of September 12, 2012, transmitting the Determination Certificate together with the Schedule of Maturities, the Contract of Purchase and the Official Statement, pursuant to the Bond Ordinance authorizing the issuance of the City of Chicago Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012A, Series 2012B and Series 2012C, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF JOHN M. ARVETIS AS TRUSTEE OF LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO.

[F2012-47]

The oath of office of John M. Arvetis as trustee of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of the City of Chicago, which was *Placed on File*

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORT FOR PERIOD ENDED JUNE 30, 2012.

[F2012-64]

The following documents received in the Office of the City Clerk from Amer Ahmad, City of Chicago, which were *Placed on File*.

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended June 30, 2012:

Statement of Funded Debt as of June 30, 2012, and

City of Chicago Corporate Fund -- Statement of Floating Debt as of June 30, 2012.

Placed On File -- ESTIMATED YEAR 2013 CITY FUNDING REQUIREMENTS FOR POLICEMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO.

[F2012-67]

A communication from John J. Gallagher, Jr., Executive Director, the Retirement Board of the Policemen's Annuity and Benefit Fund of Chicago, under the date of September 27, 2012, transmitting a resolution adopted by the Retirement Board certifying the estimated amount of City funding requirements for fiscal year 2013 for the Policemen's Annuity and Benefit Fund of Chicago, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on September 12, 2012, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 3, 2012, by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on September 12, 2012 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.

Applications (in triplicate) together with proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (the Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

B-FLW, LLC (Application Number 17580) -- to classify as a B2-1 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 19-G bounded by:

a line 156 feet south of and parallel to West Fargo Avenue (as measured along the northeast boundary line of North Sheridan Road); the public alley next northeast of and parallel to North Sheridan Road; a line 261 feet south of and parallel to West Fargo Avenue (as measured along the northeast boundary line of North Sheridan Road); and North Sheridan Road (common address: 7409 -- 7415 North Sheridan Road).

[O2012-6536]

EZPAWN Illinois, Inc. (Application Number 17581) -- to classify as a B3-1 Community Shopping District instead of an B1-3 Neighborhood Shopping District the area shown on Map Number 16-I bounded by:

South Western Avenue; a line 197.42 feet north of and parallel to West 68th Street; the alley west of South Western Avenue; and a line 372.42 feet north of and parallel to West 68th Street (common address: 6722 -- 6736 South Western Avenue).

[O2012-6537]

Heartland Alliance International LLC (Application Number 17579) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) the area shown on Map Number 17-G bounded by:

West Albion Avenue; a line starting at a point 199.28 feet east of North Glenwood Avenue extended south to a point 199.60 feet east of North Glenwood Avenue; the alley next south of and parallel to West Albion Avenue; and the alley next east of and parallel to North Glenwood Avenue (common address: 1331 West Albion Avenue).

[O2012-6535]

Hoyne Development LLC, in care of Law Offices of Samuel V P Banks (Application Number 17585) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 9-H bounded by:

West Irving Park Road; North Hoyne Avenue; the alley next south of and parallel to West Irving Park Road: and a line 144.25 feet west of and parallel to North Hoyne Avenue (common address: 2101 -- 2107 West Irving Park Road and 3946 -- 3958 North Hoyne Avenue).

[O2012-6541]

Golin Family Trust (Application Number 17582) -- to classify as a C1-2 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 3-H bounded by.

North Milwaukee Avenue a southwesterly perpendicular line to North Milwaukee Avenue 73 03 feet northwest of the northwest boundary line of North Wood Street (as measured along the southwest boundary line of North Milwaukee Avenue): the public alley next southwest of and parallel to North Milwaukee Avenue; a southwesterly perpendicular line to North Milwaukee Avenue 98.03 feet northwest of the northwest boundary line of North Wood Street (as measured along the southwest boundary line of North Milwaukee Avenue) (common address 1368 North Milwaukee Avenue).

[O2012-6538]

MAM 7301 Sheridan LLC (Application Number 17591) -- to classify as a B3-2 Community Shopping District instead of a RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 19-G bounded by

beginning from a line 139.11 feet north of and parallel to West Chase Avenue, as measured along the east right-of-way line of North Sheridan Road (or a line 130 feet north of and perpendicular as measured from West Chase Avenue) a point 130 feet north of and perpendicular as measured from West Chase Avenue and 167.73 feet east of North Sheridan Road: a line from a point 130 feet north of and perpendicular as measured from West Chase Avenue and 167.73 feet east of North Sheridan Road to a point 93 feet north of West Chase Avenue and 140 feet east of North Sheridan Road as measured along the north right-of-way line of West Chase Avenue and perpendicular thereto: a line 140 feet east of North Sheridan Road as measured along the north right-of-way line of West Chase Avenue and perpendicular thereto: West Chase Avenue; and North Sheridan Road (ToB), (common address: 7301 North Sheridan Road).

[O2012-6552]

M.B. Builders & Developers, Inc. (Application Number 17590) -- to classify as a B1-3 Neighborhood Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 3-G bounded by:

West Chestnut Street: a line 62.46 feet east of and parallel to North Ashland Avenue: a line 23.37 feet south of and parallel to West Chestnut Street; and North Ashland Avenue (common address: 859 North Ashland Avenue)

[O2012-6551]

Neal Ian Ostrovsky (Application Number 17584) -- to classify as a B3-2 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 3-G bounded by:

West Chestnut Street: the public alley next east of and parallel to North Ashland Avenue and perpendicular to West Chestnut Street; West Pearson Street: and a line perpendicular to West Chestnut Street that is 62.50 feet east of and parallel to North Ashland Avenue (common address: 1551 West Chestnut Street).

[O2012-6540]

RRG Development, Inc. (Application Number 17588) -- to classify as an RM5 Residential Multi-Unit District instead of Residential Planned Development Number 1039 and further, to classify as Residential Planned Development Number 1039, as amended, instead of an RM5 Residential Multi-Unit District the area shown on Map Number 11-K bounded by:

West Berteau Avenue: the Chicago, Milwaukee and St. Paul Railroad right-of-way; a line 150 feet south of and parallel to West Berteau Avenue; and North Kilpatrick Avenue (common address. 4117 North Kilpatrick Avenue).

[O2012-6544]

Inesa Tomaszweski (Application Number 17583) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-M bounded by.

West Montrose Avenue; a line 24.87 feet west of and parallel to North Meade Avenue. the alley next south of and parallel to West Montrose Avenue: and a line 54.77 feet west of and parallel to North Meade Avenue (common address: 6103 West Montrose Avenue)

[O2012-6539]

University of Chicago Property Holding Corporation formerly known as 53rd and Kimbark Building Corporation (Application Number 17586) -- to classify as a B3-2 Community Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 12-D bounded by:

East 53rd Street; a line 88.39 feet east of and parallel with South Kimbark Avenue; a line 150.49 feet south of and parallel with East 53rd Street; a line 178.8 feet east of and parallel with South Kimbark Avenue, a line 224.7 feet south of and parallel with East 53rd Street, and South Kimbark Avenue (common address: 1301 -- 1309 East 53rd Street and 5301 -- 5323 South Kimbark Avenue)

[O2012-6542]

773 LLC (Application Number 17587) -- to classify as a DS-5 Downtown Service District instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 1-F bounded by:

North Jefferson Street, the public alley next north of and parallel to West Randolph Street; the Public alley next east of and parallel to North Jefferson Street; and West Randolph Street (common address: 564 West Randolph Street).

[O2012-6543]

2737 West Diversey Limited Partnership (Application Number 17589) -- to classify as a C1-1 Neighborhood Commercial District instead of an RS3 Residential Single-Unit (Detached House) District and an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 7-I bounded by:

West Diversey Avenue; North Fairfield Avenue; a line 50.04 feet south of and parallel to the south line of West Diversey Avenue; and a line 125.76 feet west of and parallel to the west line of North Fairfield Avenue (common address 2737 West Diversey Avenue/ 2756 -- 2758 North Fairfield Avenue).

[O2012-6545]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Ades, Jeffrey	[CL2012-1404]
Akhmetova, Indira	[CL2012-1424]
Apollo Casualty and Barros, Camilo J.	[CL2012-1417]
Arceo, Martha A.	[CL2012-1366]

Audisho, George	[CL2012-1367]
Balchandani, Nikhil H.	[CL2012-1389]
Baslie, Lee M.	[CL2012-1382]
Bennett, David C.	[CL2012-1419]
Bey, Abdul	[CL2012-1373]
Beyer, Steven A.	[CL2012-1383]
Binion, Celious	[CL2012-1388]
Black, Dana M.	[CL2012-1387]
Booker, Herbert C.	[CL2012-1405]
Brown, Willie	[CL2012-1402]
Buerk, Jeannette G.	[CL2012-1374]
Calbert, Daniel	[CL2012-1377]
Collins, Ryan G	[CL2012-1393]
Engh, Michael	[CL2012-1415]
Fahey, Thomas M.	[CL2012-1399]
Fells, Jimmy L.	[CL2012-1409]
Fernandez, Leticia	[CL2012-1384]
Finch, Michael Q.	[CL2012-1429]
Fischel, Marilyn	[CL2012-1420]
Godbold, Vance V	[CL2012-1396]
Greco, Cynthia E.	[CL2012-1413]
Hall, Eugene	[CL2012-1403]
Herring, Darryl L.	[CL2012-1391]

Holling-Lewis, Patricia [CL2012-1410]

Huckleby, Kameron [CL2012-1412]

Iglesias, Eduardo E [CL2012-1408]

Inserra, Christine A. [CL2012-1406]

Jackson, Benard [CL2012-1365]

Johnson, Lamont [CL2012-1376]

Kelly, Daniel [CL2012-1368]

Kidd, Bianca A. [CL2012-1425]

Loveless, Sally [CL2012-1379]

Madden, Sheena M. [CL2012-1397]

Mishkin Abigail [CL2012-1380]

Morales, Marylyn [CL2012-1372]

Morton, Charles [CL2012-1395]

Myles, Kimberly C [CL2012-1398]

Nall, Juanita [CL2012-1394]

Panzke, Dorothy L. [CL2012-1369]

Pratt, Eula B [CL2012-1426]

Ravinder, Reehal [CL2012-1422]

Rios, Elba [CL2012-1378]

Rozgus, Mary [CL2012-1392]

Sanchez Noe [CL2012-1370]

Schuckert, Nauja [CL2012-1385]

Shokhov, Oleg [CL2012-1423]

Simmons, Cory M. [CL2012-1375]

Simmons, Sherman H. [CL2012-1400]

Solovy, Adam N. [CL2012-1430]

Soracoe, Marguerite M [CL2012-1418]

Stabb, Cathleen A. [CL2012-1411]

Stastny, Robert J. [CL2012-1421]

Swiech, Dennis [CL2012-1386]

Taylor, Patricia A [CL2012-1401]

Thompson, Scott [CL2012-1371]

Vorderer, Charles T. [CL2012-1381]

Walker, Tamera C. [CL2012-1427]

Wayne, Alexander J. [CL2012-1428]

Williams, Phyllistine [CL2012-1414]

Wilson, Melody [CL2012-1416]

Woodfolk, Tamara E. [CL2012-1407]

Young, Cassandra and Bell, Charles L. [CL2012-1390]

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF DUSABLE HIGH SCHOOL (NOW DUSABLE CAMPUS) AT 4934 S. WABASH AVE. AS CHICAGO LANDMARK.

[O2012-6550]

A communication from Eleanor Esser Gorski, AIA, Assistant Commissioner, Historic Preservation Division, Bureau of Planning and Zoning, under the date of September 28, 2012, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of DuSable High School (now the DuSable Campus) at 4934 South Wabash Avenue as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

REAPPOINTMENT OF BONNIE L. DINELL-DIMOND AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2012-134]

The Committee on Finance submitted the following report

CHICAGO, October 3, 2012.

To the President and Members of the City Council

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Bonnie L. Dinell-Dimond as a member of the Commercial Avenue Commission (Special Service Area Number 5), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Bonnie L. Dinell-Dimond as a member of the Commercial Avenue Commission (Special Service Area Number 5) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF LILLIAN GOMEZ AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2012-136]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Lillian Gomez as a member of the Commercial Avenue Commission (Special Service Area Number 5), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Lillian Gomez as a member of the Commercial Avenue Commission (Special Service Area Number 5) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF DOROTHY HUDSON AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2012-135]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Dorothy Hudson as a member of the Commercial Avenue Commission (Special Service Area Number 5), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Dorothy Hudson as a member of the Commercial Avenue Commission (Special Service Area Number 5) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF TYRONE ROBINSON AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2012-122]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council.

Your Committee on Finance, having had under consideration a communication recommending the appointment of Tyrone Robinson as a member of the Commercial Avenue Commission (Special Service Area Number 5), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed appointment of Tyrone Robinson as a member of the Commercial Avenue Commission (Special Service Area Number 5) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF WILLIAM J. SAVARINO AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2012-137]

The Committee on Finance submitted the following report:

CHICAGO. October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of William J. Savarino as a member of the Commercial Avenue Commission (Special Service Area Number 5), having had the same under advisement. begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of William J. Savarino as a member of the Commercial Avenue Commission (Special Service Area Number 5) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston Sawyer. Jackson. Harris, Beale, Pope. Balcer, Quinn. Burke, Foulkes, Thompson, Thomas. Lane, O'Shea, Brookins, Muñoz, Zalewski. Chandler, Solis, Maldonado. Burnett Ervin, Graham, Reboyras, Suarez. Waguespack. Mell. Austin, Colón, Sposato. Mitts. Cullerton, Laurino, P O'Connor M. O'Connor. Reilly. Smith, Tunney, Arena. Cappleman. Pawar. Osterman. Moore. Silverstein -- 48

Nays -- None.

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

REAPPOINTMENT OF FRANK J. CAPUTO AS MEMBER OF GREEKTOWN/ HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2012-138]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Frank J. Caputo as a member of the Greektown/Halsted Commission (Special Service Area Number 16), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Frank J. Caputo as a member of the Greektown/Halsted Commission (Special Service Area Number 16) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson Thomas, Lane, O'Shea Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None

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

REAPPOINTMENT OF EVE MORAN AS MEMBER OF GREEKTOWN/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2012-139]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Eve Moran as a member of the Greektown/Halsted Commission (Special Service Area Number 16), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Eve Moran as a member of the Greek town/Halsted Commission (Special Service Area Number 16) was *Approved* by yeas and nays as follows.

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF CHARLOTTE A. WALTERS-TREZZO AND LORRAINE M. WOOS AS MEMBERS OF HOWARD STREET COMMISSION (SPECIAL SERVICE AREA NO. 19).

[A2012-140]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council.

Your Committee on Finance, having had under consideration a communication recommending the reappointments of Charlotte A. Walters-Trezzo and Lorraine M. Woos as members of the Howard Street Commission (Special Service Area Number 19), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 the said proposed reappointments of Charlotte A. Walters-Trezzo and Lorraine M. Woos as members of the Howard Street Commission (Special Service Area Number 19) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None

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

APPOINTMENT OF KEN ROBBERECHTS AS MEMBER OF CLARK STREET-LINCOLN PARK COMMISSION (SPECIAL SERVICE AREA NO. 23).

[A2012-123]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Ken Robberechts as a member of the Clark Street-Lincoln Park Commission (Special Service Area Number 23), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed appointment of Ken Robberechts as a member of the Clark Street-Lincoln Park Commission (Special Service Area Number 23) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF ALFREDO AVILA AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2012-141]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Alfredo Avila as a member of the Little Village Commission (Special Service Area Number 25), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Alredo Avila as a member of the Little Village Commission (Special Service Area Number 25) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF MARTHA E. MENDOZA AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2012-124]

The Committee on Finance submitted the following report:

CHICAGO. October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Martha E Mendoza as a member of the Little Village Commission (Special Service Area Number 25), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed appointment of Martha E Mendoza as a member of the Little Village Commission (Special Service Area Number 25) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF PAUL F. KARTCHESKE AND ANDREA STEIN AS MEMBERS OF GREATER RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).
[A2012-125]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Paul F. Kartcheske and Andrea Stein as members of the Greater Ravenswood Commission (Special Service Area Number 31), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 the said proposed appointments of Paul F. Kartcheske and Andrea Stein as members of the Greater Ravenswood Commission (Special Service Area Number 31) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF DIANE M. WALCH AS MEMBER OF GREATER RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).

[A2012-142]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Diane M. Walch as a member of the Greater Ravenswood Commission (Special Service Area Number 31), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Diane M. Walch as a member of the Greater Ravenswood Commission (Special Service Area Number 31) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF JUANITA A. LOVE AS MEMBER OF AUBURN GRESHAM COMMISSION (SPECIAL SERVICE AREA NO. 32).

[A2012-143]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Juanita A. Love as a member of the Auburn Gresham Commission (Special Service Area Number 32), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Juanita A. Love as a member of the Auburn Gresham Commission (Special Service Area Number 32) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF REBECCA C. DOHE AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2012-131]

The Committee on Finance submitted the following report:

CHICAGO. October 3. 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Rebecca C. Dohe as a member of the Wicker Park and Bucktown Commission (Special Service Area Number 33) having had the same under advisement. begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed appointment of Rebecca C. Dohe as a member of the Wicker Park and Bucktown Commission (Special Service Area Number 33) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno. Fioretti. Dowell, Burns. Hairston. Sawyer. Jackson. Harris. Beale, Pope. Balcer. Quinn, Burke. Foulkes, Thompson. Thomas, Lane. O'Shea. Brookins, Muñoz. Zalewski. Chandler. Solis, Maldonado, Burnett. Ervin. Graham, Reboyras. Suarez, Waguespack, Mell, Austin, Colón. Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney. Arena, Cappleman. Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None

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

REAPPOINTMENT OF CHARLES M. LONG AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2012-145]

The Committee on Finance submitted the following report:

CHICAGO. October 3. 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Charles M. Long as a member of the Uptown Commission (Special Service Area Number 34), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Charles M. Long as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows

Yeas -- Aldermen Moreno. Fioretti. Dowell, Burns. Hairston. Sawyer, Jackson. Harris. Beale. Pope. Balcer. Quinn. Burke. Foulkes, Thompson. Thomas. Lane. O'Shea. Brookins. Muñoz. Zalewski. Chandler. Solis, Maldonado. Burnett, Ervin. Graham. Reboyras Suarez. Waguespack. Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino. P. O'Connor. M. O'Connor. Reilly, Smith. Tunney. Arena, Cappleman. Pawar. Osterman, Moore. Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF WARREN PREIS AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2012-144]

The Committee on Finance submitted the following report:

CHICAGO. October 3. 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Warren Preis as a member of the Uptown Commission (Special Service Area Number 34), having had the same under advisement. begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed reappointment of Warren Preis as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti. Dowell, Burns, Hairston Sawyer, Jackson, Harris, Beale, Pope. Balcer. Quinn, Burke, Foulkes, Thompson, Thomas, Lane. O'Shea, Brookins. Muñoz Zalewski, Chandler. Solis. Maldonado, Burnett. Ervin. Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón. Sposato, Mitts. Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney. Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None

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

APPOINTMENT OF ANN M. REGAN AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2012-126]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Ann M. Regan as a member of the Uptown Commission (Special Service Area Number 34), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed appointment of Ann M. Regan as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF G. KENNETH DOTSON AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 35).

[A2012-127]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of G. Kenneth Dotson as a member of the Lincoln Avenue Commission (Special Service Area Number 35) having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed appointment of G. Kenneth Dotson as a member of the Uptown Commission (Special Service Area Number 35) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF MARTHA B. PETERS AND LYNN A. SMALL AS MEMBERS OF 71ST-STONY ISLAND COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2012-146]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointments of Martha B. Peters and Lynn A. Small as members of the 71st-Stony Island Commission (Special Service Area Number 42), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 the said proposed reappointments of Martha B. Peters and Lynn A. Small as members of the 71st-Stony Island Commission (Special Service Area Number 42) were *Approved* by yeas and nays as follows

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF LORON C. PIKOFSKY AND TONYA L. PRIMUS AS MEMBERS OF 47TH STREET AND COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 47).

[A2012-147]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointments of Loron C. Pikofsky and Tonya L. Primus as members of the 47th Street and Cottage Grove Commission (Special Service Area Number 47), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 the said proposed reappointments of Loron C. Pikofsky and Tonya L. Primus as members of the 47th Street and Cottage Grove Commission (Special Service Area Number 47) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF JESSICA D. CAIN AND ADRIAN J. WRIGHT AS MEMBERS OF 51ST STREET COMMISSION (SPECIAL SERVICE AREA NO. 52).

[A2012-128]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Jessica D. Cain and Adrian J. Wright as members of the 51st Street Commission (Special Service Area Number 52), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 the said proposed appointments of Jessica D. Cain and Adrian J. Wright as members of the 51st Street Commission (Special Service Area Number 52) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48

Nays -- None.

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

APPOINTMENT OF CHRISTINE BELL AND TONY D. FOX AS MEMBERS OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).

[A2012-129]

The Committee on Finance submitted the following report:

CHICAGO. October 3, 2012

To the President and Members of the City Council:

Your Committee on Finance. having had under consideration a communication recommending the appointments of Christine Bell and Tony D. Fox as members of the Sheridan Road Commission (Special Service Area Number 54). having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 the said proposed appointments of Christine Bell and Tony D. Fox as members of the Sheridan Road Commission (Special Service Area Number 54) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno. Fioretti. Dowell, Burns. Hairston, Sawyer. Jackson. Harris. Beale. Pope. Balcer. Quinn. Burke, Foulkes, Thompson, Thomas. Lane, O'Shea. Brookins. Muñoz. Zalewski, Chandler. Solis. Maldonado. Burnett, Ervin. Graham. Reboyras, Suarez, Waguespack. Mell. Austin, Colón. Sposato, Mitts. Cullerton, Laurino. P. O'Connor. M. O'Connor. Reilly. Smith. Tunney. Arena, Cappleman. Pawar. Osterman. Moore. Silverstein -- 48.

Nays -- None.

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

AMENDMENT NO. 1 TO PULASKI CORRIDOR TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[O2012-5617]

The Committee on Finance submitted the following report

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving Amendment Number 1 to the Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón Sposato Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Under ordinances adopted on June 9, 1999 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 3704 to 3885 and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved "The Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project" (the "Plan") for a portion of the City known as the "Pulaski Corridor Redevelopment Project Area" (the "Area") (such ordinance being defined herein as the "Approval Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance") and, (iii) adopted tax increment financing for the Area (the "Adoption Ordinance"); and

WHEREAS, The Approval Ordinance, the Designation Ordinance and the Adoption Ordinance are collectively referred to in this ordinance as the "TIF Ordinances"; and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, amendments to a redevelopment plan which 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 the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5 percent 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 inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, The Corporate Authorities now desire to amend the Plan further to change the land uses proposed in the Plan with respect to certain parcels of property, which such amendment shall 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 the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5 percent 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 inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10; 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. Approval Of Amendment Number 1 To Plan. The "Amendment Number 1 to the Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A (the "Amendment Number 1"), is hereby approved. Except as amended hereby, the Plan shall remain in full force and effect.

SECTION 3. 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 4. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 5. Effective Date. 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"

Amendment No. 1 To The Pulaski Corridor Tax Increment Financing Redevelopment Plan And Project.

The Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project (the "Plan") is amended as follows

Section VI -- Redevelopment Plan and Project, subheading B. Generalized Land-Use Plan, the third sentence in the second paragraph under "North Avenue" is amended to read as follows:

Residential uses are permitted to expand beyond their current limits in terms of street level uses as needed.

Section VI -- Redevelopment Plan and Project, subheading B. Generalized Land-Use Plan, the fourth sentence in the second paragraph under "North Avenue" is amended to read as follows:

However, the overall intent in this sub-area is for continued commercial uses at street level with upper floor residential and office uses.

LOAN MODIFICATION AGREEMENT WITH SOS CHILDREN'S VILLAGES, ILLINOIS.
[O2012-5636]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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 and Economic Development to enter into and execute a loan modification agreement with SOS Children's Villages, Illinois, 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 Moreno, Fioretti Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras Suarez, Waguespack, Mell Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (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 assist not-for-profit organizations in providing housing and social services to at-risk and homeless youth in order to achieve these goals; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 5, 2001 (the "2002 Bond Ordinance"), the City issued certain $169,765,000 General Obligation Bonds Project and Refunding Series 2002A and $185,360,000 General Obligation Bonds Variable Rate Demand Bonds Project Series 2002B (together, the "2002 Bonds") as a means of financing, among other things, grants to assist not-for-profit organizations; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 27, 2005 (the "2005 Bond Ordinance"), the City issued certain $300,350,000 General Obligation Bonds Project and Refunding Series 2005B, $38,925,000 General Obligation Bonds Taxable Series 2005C and $222,790,000 General Obligation Variable Rate Demand Bonds Project and Refunding Series 2005D (together, the "2005 Bonds") as a means of financing, among other things, grants to assist not-for-profit organizations; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 1, 2006 (the "2006 Bond Ordinance") (together with the 2002 Bond Ordinance and the 2005 Bond Ordinance, the "Bond Ordinance"), the City issued certain $582,435,000 City of Chicago General Obligation Bonds Project and Refunding Series 2006A and $67,560,000 City of Chicago General Obligation Bonds, Taxable Series 2006B (together, the "2006 Bonds") (together with the 2002 Bonds and the 2005 Bonds, the "Bonds") as a means of financing, among other things, grants to assist not-for-profit organizations; and

WHEREAS, The Bond Ordinance authorized the Mayor, the Chief Financial Officer, the City Comptroller, the City Treasurer, the City Clerk and the Deputy City Clerk, among other things, to execute agreements to make grants funded from the proceeds of the Bonds (respectively the "2002 Bond Proceeds", the "2005 Bond Proceeds" and the "2006 Bond Proceeds", and together the "Bond Proceeds") to assist not-for-profit organizations; and

WHEREAS, On August 31, 2006, the City granted $1,530,070, funded from the 2002 Bond Proceeds in an amount equal to $288,055 (the "2002 Bond Grant"), the 2005 Bond Proceeds in an amount equal to $1,200,000 (the "2005 Bond Grant") and the 2006 Bond Proceeds in an amount equal to $42,015 (the "2006 Bond Grant") (together with the 2002 Bond Grant and the 2005 Bond Grant, the "Grant"), to Girls and Boys Town of Chicago, an Illinois not-for-profit corporation (the "Grantee"), to construct and operate a foster home and social services center for at-risk youth (the "Foster Home") at 4538 South Hermitage Avenue, Chicago, Illinois 60609; and

WHEREAS, Performance of the Grantee's obligations under the grant agreement between the City and the Grantee with respect to the Grant (the "Grant Agreement") was secured in part by a mortgage from the Grantee to the City (dated August 31, 2006 and recorded as

Document Number 0624833006 on September 5, 2006 in the Office of the Cook County Recorder of Deeds) (the "Mortgage"), which provides that any repayment obligations will be reduced by 1/40 per year over a term of 40 years from the initial $1,530,070, commencing on August 31, 2007; and

WHEREAS, Pursuant to the aforementioned reduction provision, the amount of the repayment obligation currently secured by the Mortgage is $1,300,559.50 (the "Mortgage Amount"), having been reduced by $229,510.50 from $1,530,070; and

WHEREAS, On December 30, 2011, the Grantee, with the written consent of the City as required by the Grant Agreement and the Mortgage, transferred the Foster Home to SOS Children's Villages, Illinois, an Illinois not-for-profit corporation (the "Transferee"), and the Transferee assumed the Grantee's obligations under the Grant Agreement and the Mortgage; and

WHEREAS, According to an appraisal prepared by Lorenz and Associates, LTD dated February 3, 2012, the appraised fair market value of the Foster Home is $330,000; and

WHEREAS, The Transferee has requested that the City: (1) reduce the Mortgage Amount to not less than $330,000 (the "Reduced Mortgage Amount"); and (2) agree that such Reduced Mortgage Amount shall be reduced by 1/34 per year over a term of 34 years (the foregoing two items shall be known together as the "Restructuring"); and

WHEREAS, The Department of Housing and Economic Development (the "Department") has recommended that the City approve the Restructuring as described above; 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 (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 such documents as may be necessary to effectuate the Restructuring.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage.

INTERGOVERNMENTAL AGREEMENT WITH PUBLIC BUILDING COMMISSION OF CHICAGO FOR EXPANSION OF CITY'S CHILDREN'S ADVOCACY CENTER.

[O2012-5694]

The Committee on Finance submitted the following report:

CHICAGO, October 3. 2012

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 and Economic Development to enter into and execute an intergovernmental agreement with the Public Building Commission to expand the Children's Advocacy Center, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48

Nays -- None.

Alderman Pope 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 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 the aforesaid objectives; and

WHEREAS, On March 18, 1956, the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission"), an Illinois municipal corporation, 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; and

WHEREAS, The Commission is authorized and empowered by the Act to acquire fee simple title to real property, including easements and reversionary interests in streets, alleys and other public places, by purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the Commission; and

WHEREAS, The Commission has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago, the Chicago Park District, and the Board of Trustees of Community College District Number 508, County of Cook and State of Illinois; and

WHEREAS, At the request of the City, the Commission has heretofore completed the design, development, improvement, construction and equipping of administrative offices and related improvements and parking facilities for the City's Children's Advocacy Center ("CCAC") on property owned by the City commonly known as 1240 South Damen Avenue (the "Site") pursuant to the Master Intergovernmental Agreement between the City and the Commission dated as of February 1, 2000 and a Supplemental IGA dated as of April 30, 2002; and

WHEREAS, The City, acting through the Department of Family and Support Services ("DFSS") and the Department of Fleet and Facility Management ("2FM"), has requested that the Commission develop the scope, schedule, budget and conceptual design drawings for an expansion of the CCAC which will consist of an approximately 16,500 square foot, 2-story addition that will be situated on the Site adjacent to the west side of the existing building (the "Project"); and

WHEREAS, The Commission by Resolution Number 7802 adopted on May 8, 2012, has agreed to initiate the Formulation Phase for Planning and Pre-Development Services for the Project; and

WHEREAS, It is contemplated by the parties that the Commission will provide Development Services, including the Design and Construction of the Project, pursuant to a written Undertaking Request which will be signed on behalf of the City by the Commissioner of DFSS and the Budget Director and approved by the Board of the Commission; and

WHEREAS, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/1-74.4-1, et seq., as amended from time to time (the "TIF Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, To induce certain redevelopment pursuant to the TIF Act, in accordance with the provisions of the TIF Act, pursuant to ordinances adopted on February 5, 1998 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 61204 to 61411, the City Council: (1) approved and adopted a redevelopment plan for the Western/Ogden Redevelopment Project Area ("Redevelopment Plan"); (2) designated the Western/Ogden Redevelopment Project Area (the "Redevelopment Area") as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopted tax increment allocation financing for the Western/Ogden Redevelopment Project Area (the "TIF Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "TIF Ordinances"); and

WHEREAS, The Site lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Under the TIF Act, such incremental ad valorem taxes which pursuant to the TIF Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used, among other purposes, to pay the cost of public works and improvements as well as to acquire and construct public facilities, as contemplated in a redevelopment plan, and obligations relating thereto; and

WHEREAS, The City wishes to make available to the Commission a portion of the Increment from the Redevelopment Area in an amount not to exceed $9,000,000 for the purpose of providing the funds required for the construction of the Project in the Redevelopment Area; and

WHEREAS, The Redevelopment Plan contemplates that tax increment financing assistance would be provided for the rehabilitation of existing public or private buildings, such as the Project (which is the construction of an addition to an existing building), within the boundaries of the Redevelopment Area; and

WHEREAS. The City, acting primarily through the Department of 2FM and the Department of Family and Support Services ("DFSS") but also through the Office of Budget and Management and the Department of Housing and Economic Development ("DHED"), intends to participate actively with the Commission in the planning and implementation of the Project including, without limitation. review and approval of design elements and materials. review the Project budget and the schedule: and

WHEREAS, The City has determined that it is necessary, desirable and in the public interest to enter into an agreement with the Commission in substantially the form attached hereto as Exhibit 1 (the "Agreement") pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth the City's and the Commission's respective objectives. duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project, now. therefore,

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

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

SECTION 2 The Commissioner of DHED (the "DHED Commissioner") is hereby authorized to execute. subject to the review of the Corporation Counsel as to form and legality. the Agreement and such other documents as are necessary, between the City and the Commission. which may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 3. The DHED Commissioner. the DFSS Commissioner, the Budget Director, and the Commissioner of 2FM and their respective designees are each authorized to execute such additional documents, information. assurances and certifications and to take such additional actions in connection with the Project as may be necessary or required pursuant to the Agreement as contemplated therein

SECTION 4. 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 be controlling. 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 5. This ordinance shall take effect upon its passage and approval

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.
(To Ordinance)

Intergovernmental Agreement
Between
The City Of Chicago
And
The Public Building Commission Of Chicago.

Children's Advocacy Center.

This Intergovernmental Agreement (the "Agreement"), dated as of _____, 2012 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 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 the aforesaid objectives.

B. On March 18, 1956, the City Council of the City (the "City Council") 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 heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago, the Chicago Park District, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.

D. At the request of the City, the Commission has heretofore completed the design, development, improvement, construction and equipping of administrative offices and related improvements and parking facilities for the City's Children's Advocacy Center ("CCAC") on property owned by the City commonly known as 1240 S. Damen Avenue (the "Site") pursuant to the Master Intergovernmental Agreement between the City and the Commission dated as of February 1, 2000 and a Supplemental IGA dated as of April 30, 2002.

E. The City, acting through the Department of Family and Support Services ("DFSS") and the Department of Fleet and Facility Management ("2FM"), has requested that the Commission develop the scope, schedule, budget and conceptual design drawings for an expansion of CCAC which will consist of an approximately 16,500 square foot, 2-story addition that will be situated on the Site adjacent to the west side of the existing building (the "Project").

F. The Commission by resolution number 7802 adopted on May 8, 2012, has agreed to initiate the Formulation Phase for Planning and Pre-Development Services for the Project.

G. It is contemplated by the Parties that the Commission will provide Development Services, including the Design and Construction of the Project, pursuant to a written

Undertaking Request that will be signed on behalf of the City by the Commissioner of DFSS and the Budget Director and approved by the Board of the Commission.

H. [intentionally omitted]

I. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/1-74.4-1 *et seq.*, as amended from time to time (the "TIF Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

J. To induce certain redevelopment pursuant to the TIF Act, in accordance with the provisions of the TIF Act, pursuant to ordinances adopted on February 5, 1998 and published in the Journal of Proceedings for said date at pages 61204 to 61411, the City Council: (1) approved and adopted a redevelopment plan for the Western/Ogden Redevelopment Project Area ("Redevelopment Plan"); (2) designated the Western/Ogden Redevelopment Project Area as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopted tax increment allocation financing for the Western/Ogden Redevelopment Project Area (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances").

K. The Site lies wholly within the boundaries of the Redevelopment Area.

L. Under the TIF Act, such incremental ad valorem taxes which pursuant to the TIF Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used, among other purposes, to pay the cost of public works and improvements as well as to acquire and construct public facilities, as contemplated in a redevelopment plan, and obligations relating thereto.

M. The City wishes to make available to the Commission a portion of the Increment from the Redevelopment Area in an amount not to exceed $9,000000 for the purpose of

providing the funds required for construction of the Project in the Redevelopment Area to the extent and in the manner provided in this Agreement.

N. The Redevelopment Plan contemplates that tax increment financing assistance would be provided for the rehabilitation of existing public or private buildings, such as the Project, within the boundaries of the Redevelopment Area.

O. [intentionally omitted]

P. [intentionally omitted]

Q. [intentionally omitted]

R. The City, acting primarily through the Department of Fleet and Facility Management ("2FM") and the Department of Family and Support Services ("DFSS") but also through the Office of Budget and Management and DHED, intends to participate actively with the Commission in the planning and implementation of the Project including, without limitation: the development of the Building Program (as hereinafter defined); review and approval of design elements, materials, and building systems; assistance with the preparation and approval of the Budget and the Schedule (as hereinafter defined); and acceptance of the Project at Substantial Completion and Final Completion (as hereinafter defined).

S. The parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

DEFINITIONS

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

2FM: The Department of Fleet and Facility Management of the City.

Act: The Public Building Commission Act of the State of Illinois, 50 ILCS 20/1 *et seq.* (1994), as amended from time to time.

Architect of Record: The firm or entity employed by the Commission or its designee for the purpose of designing and observing the Work for compliance with the Contract Documents.

Authorized Commission Representative: The person or entity employed or retained by the Commission to provide planning, land acquisition, development, construction management, administration and/or coordination services for the Project.

Authorized 2FM Representative: The Commissioner of 2FM, including the duly designated representative thereof, who is designated as 2FM's representative in the planning and implementation of the Project.

Authorized DFSS Representative: The Commissioner of DFSS, including the duly designated representative thereof, who is designated as DFSS's representative in the planning and implementation of the Project.

Authorized DHED Representative: The Commissioner of DHED, including the duly designated representative thereof, who is designated as DHED's representative in the planning and implementation of the Project.

Board: The Board of Commissioners of the Public Building Commission of Chicago.

Budget: The budget for the planning, design and construction of the Project as set forth on Exhibit B attached hereto. For purposes of this Agreement, the term "Budget" includes, as the case may be and as agreed to by the Budget Director, the Authorized DFSS

Representative, the Authorized 2FM Representative, the Authorized DHED Representative and the Commission as a result of the review process more fully described in Section 2.2 hereof.

(a) Formulation Budget(s) that permit the Commission to perform Formulation Services as defined in this Section;

(b) Undertaking Budget that will permit the Commission to begin design, bidding and construction of the Project; and

(c) Revised Budget(s) as necessary to reflect bid results or changes in scope.

Budget Director: The Budget Director of the City, including the duly designated representative thereof, who is designated by the City to receive notices pursuant to this Agreement and otherwise act as the City's representative in implementing the financial requirements of this Agreement.

Building Program: The requirements specified by DFSS and 2FM with respect to the Project including, but not limited to the nature, scope and extent of the Project and facilities and the size, type, function, spatial relationships, materials, and building systems to be used in the design and construction of the Project.

Certificate of Final Acceptance: The certificate, substantially in the form attached hereto as Exhibit C2, which shall be delivered by the Commission to DFSS and 2FM to certify that a Certificate of Final Completion has been issued by the Architect of Record for the Project, that the Commission has verified that all punch list work has been completed, and that all deliverables, including but not limited to the items as provided in Section 10.6, have been transmitted to 2FM along with final occupancy certifications issued by the authority having jurisdiction.

Certificate of Occupancy: The certificate issued by the authority having jurisdiction to certify that the Project has been sufficiently completed to be occupied and used for its intended purpose.

Certificate of Substantial Completion: The certificate issued by the Architect of Record to certify that the Project has been essentially completed except for Punch List Work, the City is able to occupy and use the Project for the purpose intended, and the Contractor has obtained and delivered to the Commission a "Certificate of Occupancy" issued by the authority that has jurisdiction.

City: The City of Chicago, an Illinois municipal corporation.

City Council: The City Council of the City.

Commission: The Public Building Commission of Chicago, an Illinois municipal corporation.

Contract: A contract, including all of the Contract Documents as described therein, between the Commission and a Contractor to perform services and/or provide labor, materials, equipment and other Work and facilities required for the completion of the Project. For purposes of this Agreement, the term "Contract" may include a professional services agreement, general construction contract, construction management contract or other form of agreement for Project-related activities.

Contract Documents: The drawings, specifications and program requirements (including, without limitation, civil, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) developed by the Architect of Record for the construction of the Project as approved by the Authorized Commission Representative, the Authorized DFSS Representative and the Authorized 2FM Representative for compliance with the approved Building Program and all other documents attached to the Contract and/or incorporated by reference into the Contract.

Contractor: An individual or firm that contracts with the Commission to perform services and/or provide Work in connection with the Project in accordance with the Standard of Performance as provided in this Agreement. For purposes of this Agreement, the term

"Contractor" may include a general or specialty contractor, subcontractor, design entity, construction manager, environmental consultant or other consultants engaged by the Commission to implement the Project.

Corporation Counsel: The Corporation Counsel, including the duly designated representative thereof, of the City.

DFSS: The Department of Family and Support Services.

DHED: The Department of Housing and Economic Development of the City.

Executive Director: The Executive Director, including the duly designated representative thereof, of the Commission.

Final Completion: The last date on which all of the following events have occurred: the Commission in consultation with the Authorized 2FM Representative and the Authorized DFSS Representative, has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract Documents; final inspections have been completed and operating systems and equipment testing have been completed; final occupancy certifications have been issued; all deliverables as provided in Section 10.6 hereof including, but not limited to, all warranties, operations/maintenance manuals, and as-built drawings, have been provided to the Commission and forwarded to DFSS and 2FM; any LEED Commissioning responsibilities required by the Contract Documents have been completed; and all contractual requirements for final payment to the Contractor have been completed.

Formulation Services: Formulation services refer to a range of planning and pre-development activities, including, without limitation, site selection, environmental testing, and concept design

IEPA: The Illinois Environmental Protection Agency.

Municipal Code: The Municipal Code of Chicago.

Notice of Substantial Completion: The certificate, substantially in the form attached hereto as Exhibit C1, which shall be delivered by the Commission to the Authorized DFSS Representative and the Authorized 2FM Representative along with a Certificate of Substantial Completion issued by the Architect of Record, a copy of the Punch List and a Certificate of Occupancy issued by the authority having jurisdiction.

Project: As defined in the Recitals.

Project Account: An existing interest-bearing account of the Commission that will be used for purposes of depositing funds advanced by the City to pay the costs incurred by the Commission in implementing the Project as more fully described in Section 9.3 hereof.

Punch List or Punch List Work: Minor adjustments or repairs in the Work as determined by the Architect of Record that must be completed prior to Final Completion and Acceptance of the Work and the issuance of the Certificate of Final Completion. The Authorized Commission Representative, the Authorized DFSS Representative and the Authorized 2FM Representative shall have the right of consult with the Architect of Record concerning the preparation and completion of the Punch List.

Schedule: The anticipated date or dates on which the Project or portions thereof shall be completed.

Site: The real estate parcel or area upon which the Project will be constructed.

Site Work: Any remediation of adverse environmental site conditions, demolition or other site development work in connection with the Project that may be undertaken by the Commission.

Standard of Performance. In addition to performing the Work in full compliance with the Contract Documents, the Contractor must perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with the degree of skill, care and diligence

normally exercised by qualified and experienced contractors in performing work in a project of a scope and magnitude comparable to the Work.

Substantial Completion: The date on which the Architect of Record has issued a Certificate of Substantial Completion to certify that the Project has been essentially completed in accordance with the Contract Documents except for Punch List Work that will not preclude the beneficial use and occupancy of the Project for the purpose intended, and when the Contractor has obtained and delivered to the Authorized Commission Representative a Certificate of Occupancy issued by the authority that has jurisdiction.

Work: Work means the obligations of the Contractor under the Contract Documents. Work includes, unless specifically excluded by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

SECTION I
INCORPORATION OF RECITALS AND DEFINITIONS

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

SECTION II
SCOPE OF PROJECT

2.1. Project. The Commission will coordinate and manage the planning, design and construction of the Project on behalf of the City. The Project will be undertaken by the Commission pursuant to the terms of this Agreement, the Act, the Contract Documents, the Municipal Code and all other applicable rules, regulations, statutes and ordinances.

2.2 Review of Project. The parties by their designated representatives will review the proposed design, scope of the Work, the preliminary Budget, land acquisition requirements, remediation of environmental conditions, site preparation work, zoning and any other factors that may affect the coordination or cost of the Project or the Schedule. Upon completion of such review procedures, the parties shall approve in writing the Building Program the Conceptual Design, the Undertaking Budget and the Project Schedule in the form of the Undertaking Authorization for such Project. Following such approval, the Commission shall proceed with the design, bidding and construction of the Project in accordance with the terms of this Agreement. Subsequent to bidding, a Revised Budget shall be provided to the parties which shall reflect the Project cost after the competitive bidding process or as necessary to reflect any changes in scope after the Undertaking Budget.

SECTION III
RESPONSIBILITIES OF THE PARTIES

3.1 The Commission In discharging its obligations construct the Project on behalf of DFSS and 2FM, the Commission will perform project planning, design oversight, construction administration and other project management services as may be needed to complete the Project. Specific responsibilities of the Commission with respect to the implementation of the Building Program include, but are not limited to, the following:

3.1.1-3.1.5 [intentionally omitted]

3.1.6 Engage or cause to be engaged the services of such environmental consultants as may be necessary in order to prepare bid and construction documents, monitor the Site Work and perform other services as directed by the Commission;

3.1.7-3.1.8 [intentionally omitted]

3.1.9 Prepare or cause to be prepared the terms and conditions of the Contract, which shall be forwarded by the Commission to the Authorized DFSS Representative and Authorized 2FM Representative for review and comment prior to the solicitation of bids and/or proposals for the Work upon request;

3.1.10 Solicit or cause to be solicited bids and/or proposals for the Contract and any other Work as may be required for the design and construction of the Project;

3.1.11 Engage the services of such architectural, engineering and other design and/or construction consultants as may be necessary for the completion of the Project, incorporating into the Contract with any such design entity the copyright provisions set forth on Exhibit D attached hereto and incorporated herein by reference. The Commission shall assign to the City any and all such copyrights which have been conveyed to the Commission;

3.1.12 Examine all documents submitted by the City or a Contractor and render decisions pertaining thereto with reasonable promptness in order to avoid delay in the completion of the Project;

3.1.13 Obtain such surveys, title information, environmental tests and other reports and documents as may be necessary or advisable in order to determine the condition of the Site and factors that may affect the cost of completion of the Project or the Schedule, and obtain approval of the environmental remediation plan, if required, from IEPA.

3.1.14 Determine the types and amounts of insurance and payment and performance bonds to be provided by the Contractor and the sufficiency of evidence that such coverages are in force as more fully described in Section 7.3 and Section 8.2 hereof;

3.1.15 Require and procure from the Contractor waivers for all liens or rights of lien for labor and materials furnished by or through it in the construction of the Project prior to processing interim and final pay requests as more fully described in Section 7.4 hereof;

3.1.16 Require, by appropriate provision in the Contract, that the Contractor indemnify, save and hold harmless the City and the Commission as more fully described in Section 8.1 hereof;

3.1.17 In consultation with the Authorized DFSS Representative, the Authorized 2FM Representative and the Budget Director, approve any and all changes to the Contract including increases or decreases in the scope of the Work of the Contractor and adjustments in the contract price occasioned thereby which do not result in an increase in the overall Budget for the Project;

3.1.18 Apply the funds deposited in the Project Account or otherwise paid by the City solely to obtain the full and faithful completion of the Project in accordance with the Budget unless otherwise authorized by the Budget Director;

3.1.19 Enforce the terms and conditions of the Contract and all other agreements pertaining to the Project, consistent with the requirements thereof;

3.1.20 Avail itself of the rights and remedies in the Contract and all other agreements pertaining to the Project, it being understood and agreed that the Work is under charge and care of the Commission to protect the best interests of the City; and

3.1.21 Provide for such additional services as may be requested in writing by the Budget Director, the Authorized 2FM Representative, or the Authorized DFSS Representative with respect to the Project provided that sufficient funds are available to pay the costs of such services.

3.1.22 Enforce the Standard of Performance in all Work.

3.1.23 Upon request for assistance from 2FM, serve as the primary point of contact with the Contractor to resolve any design, construction, or other Project-related issues during the Warranty Period.

3.1.24 Incorporate into each Contract the following representation and warranty:

> "Neither the Contractor nor any affiliate of the Contractor is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term 'affiliate,' when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise."

3.2 The City. The Authorized DFSS Representative, the Authorized 2FM Representative and the Budget Director, in consultation with the Authorized Commission Representative, shall determine the nature and scope of the Project. The City shall pay all costs of implementing the Project as set forth in the Budget for the Project. In no event shall the Commission be obligated to pay, nor shall the Commission disburse any funds from the Project Account that exceeds the overall Budget for the Project without the written approval of the Budget Director. In consultation with the Authorized DFSS Representative and the Authorized 2FM Representative, the Commission may re-allocate funds among line items within the Budget which do not increase the overall Budget for the Project as more fully described in Section 9 hereof. Specific responsibilities of the City include, but are not limited to, the following:

3.2.1 Provide information to the Commission regarding the requirements of DFSS and 2FM for the Building Program, including the design objectives, constraints and criteria, space requirements and relationships, performance and maintenance requirements, building systems, and Site requirements, with reasonable promptness in order to avoid delay in the progress of such Project;

3.2.2 Provide a preliminary Budget for the Project which shall include, without limitation, 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 the final Budget for each Project;

3.2.3 Designate the Authorized 2FM Representative and the Authorized DFSS Representative and their respective duly designated representatives to act on the City's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to the design, construction, and acceptance of the Project;

3.2.4 In consultation with the Authorized Commission Representative, the Budget Director, the Authorized DFSS Representative, the Authorized 2FM Representative and the Authorized DHED Representative shall review and approve in writing all change orders that cause the cost of the Project to exceed the overall Budget for this Project;

3.2.5 Pay all costs incurred by the Commission in connection with the implementation of the Project as provided in the Budget;

3.2.6 Cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Site, and execute any

applications for permit or the like as may be required in order to develop and construct the Project that will be constructed on property owned by the City;

3.2.7 [intentionally omitted]; and

3.2.8 Provide such additional assistance as shall be agreed by the parties.

SECTION IV
SITE AVAILABILITY AND ACCESS

4.1-4.2 [intentionally omitted]

4.3 Right of Entry. It is expressly acknowledged and agreed that the Commission and the City and their respective employees, consultants and the Contractor shall have the right to enter upon the Site or portion thereof owned by the Commission or the City for purposes associated with the development and implementation of the Project and other related facilities and the completion of the Project without further authorization by the Commission or the City. Any Contractor that may enter upon the Site for such purposes at the direction of the Commission or the City, as applicable, will be required to indemnify the Commission or the City, as applicable, and their respective commissioners, officials, employees, agents and representatives from and against all claims arising out of such entry and to provide to the Commission and 2FM, upon request, certificates of insurance evidencing the types and limits of insurance as specified on Exhibit E. The Commission and the City shall be named as additional insured on all such insurance policies. The City shall cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Site, and execute any applications for permit or the like as may be required in order to develop and construct any such Project.

4.4 Unpermitted Encumbrances Neither the Commission nor the Contractor nor any of their respective commissioners, officials, representatives, designees, agents, successors or

assignees shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Site.

4.5 Relocation Assistance. In the event that any persons or businesses are displaced as a result of the construction of the Project, such persons or businesses shall receive relocation assistance based upon the relocation procedures and practices of the Commission or the City as modified from time to time.

SECTION V
ENVIRONMENTAL CONDITIONS

5.1 Reports and Studies It shall be the responsibility of the Commission, at the sole cost and expense of the City, to investigate and determine the soil and environmental condition of the Site, including obtaining a Phase I environmental audit and, if applicable, a Phase II environmental audit of the Site. A copy of any such reports that may have been obtained by the Commission regarding the environmental condition of the Site or the geology thereof shall be provided to the City after such report becomes available to the Commission. Neither the City nor the Commission makes any covenant, representation or warranty as to the environmental condition of the Site or the suitability of the Site for the Project.

5.2 Environmental Remediation. In the event that adverse environmental conditions of the Site are discovered as a result of the investigation of the soil and environmental conditions that preclude the use of the Site for its intended purpose, the Commission will undertake or cause to be undertaken the remediation of such adverse environmental condition with funds allocated in the Budget for such purpose. All environmental costs and expenses that exceed the amount allocated in the Budget for such purpose shall be subject to the prior written approval of the Budget Director. The nature and extent of such remediation will be determined by the Commission in consultation with representatives of DFSS, 2FM and IEPA, if applicable. 2FM will advise the Commission on remediation and reporting approaches that will be

acceptable to the City. In no event shall the Commission incur any cost or expense as a result of the condition of the Site or the remediation of environmental conditions thereon in excess of the amount provided by the City. If the cost of the environmental remediation action exceeds the budgeted amount approved by the City, the Commission shall promptly notify the Budget Director and the parties shall mutually agree upon appropriate action to be taken.

5.3 Environmental Laws. The Commission agrees that at all times during its performance of this Agreement, it shall cause the Contractor to comply with all "Environmental Laws." "Environmental Laws" 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: (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, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560. Upon the City's request, the Commission and/or the Contractor will provide evidence satisfactory to the City of such current compliance.

SECTION VI
CONSTRUCTION OF THE PROJECT

6.1 Preparation of Contract Documents. The Commission shall determine whether to appoint an Architect of Record as defined above or other design entity, to prepare design documents, issue a request for proposals that 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 construction of the Project. The Commission shall provide a copy of such design submittals to the Authorized DFSS Representative and the Authorized 2FM Representative for review and approval to determine compliance with the Building Program. DFSS and 2FM shall have ten (10) business days from the receipt of each submittal to provide written comments to the Commission. If DFSS and/or 2FM do not provide written comments to the Commission within ten (10) business days from the receipt of each submittal, the Commission will consider the submittal approved. If DFSS and/or 2FM provide written comments to the Commission on the final design review submittal, such review submittal being denoted as final by the Commission, then the Commission will work diligently with DFSS and 2FM to address the comments in a manner satisfactory to all parties. The Commission shall include in the Contract Documents a space for DFSS and 2FM to confirm their acceptance of the final design.

6.2 Selection of Contractor. Upon completion of the Contract Documents, the Commission shall solicit bids or proposals for the construction of the Project or portion thereof by public advertisement, or from pre-qualified contractors in consultation with the Authorized DFSS Representative and the Authorized 2FM Representative, as determined by Commission in accordance with its usual and customary procurement procedures. The Commission shall review and evaluate the bids or proposals received for the construction of the Project and conduct such investigations as may be necessary and appropriate to determine the

responsiveness of the bid or proposal and the proposed cost of constructing the Project in accordance with the Budget. During the bid review period, the Authorized DFSS Representative, the Authorized 2FM Representative and the Budget Director shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the Board upon recommendation of the Executive Director shall award the Contract to the lowest responsible and responsive bidder, subject to Section 6.5 hereof.

6.3 Limited Applicability of Approval. Any approvals of the design of the Project, Site Work or the Contract Documents made by the Authorized DFSS Representative and/or the Authorized 2FM Representative for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to federal, state or local law, code or any ordinance or order of the City, nor shall any such approval constitute approval of the quality, structural soundness or the safety of the Project. It is understood and agreed that the Commission shall act on behalf of the City in ensuring the Contractor's compliance with all applicable laws and requirements.

6.4 Ownership of Documents. All documents, including but not limited to, all data, certificates, schematics, warranties, environmental remediation documents, prototype and other design documents, copyrights and Contract Documents with regard to the development and construction of the Project shall be the property of the City. The Commission shall assign and transfer ownership of all such documents and materials that it may have obtained from the Contractor or others to 2FM on behalf of the City at Final Completion of the Project or conveyance of fee simple title to the Site.

6.5 Debarred Vendors The Commission shall not retain for the Project any architect, consultant, contractor, materials provider or other vendor that has been debarred or otherwise disqualified from doing business with the City by its Chief Procurement Officer.

SECTION VII
ADMINISTRATION OF THE PROJECT

7.1 Enforcement of Contract. The Commission shall comply, and cause the Contractor to comply, with the terms and conditions of the Contract as appropriate and applicable, including all applicable federal, state and local laws, codes, ordinances and orders now or hereafter in force. Such requirements include, but are not limited to, accessibility standards for persons with disabilities or environmentally limited persons, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, the Commission's Special Conditions regarding MBE and WBE participation, Chicago residency requirements and community hiring requirements, which are incorporated herein by reference.

7.2 Coordination with the City. The Commission shall inform the Authorized DFSS Representative, the Authorized 2FM Representative and the Budget Director of the status of progress regarding the implementation of the Project not less frequently than on a monthly basis and, upon request, provide the Authorized 2FM Representative, the Authorized DFSS Representative and the Budget Director with a copy of any reports or other documents that may have been obtained by the Commission. As soon as reasonably practicable, the Commission shall provide the Authorized DFSS Representative, the Authorized 2FM Representative, and the Budget Director with any information which may result in an exceedance of the Budget or may cause the Project to be delayed beyond the dates specified in the Schedule. The Authorized 2FM Representative and the Authorized DFSS Representative shall have the right to inspect the Project at all reasonable times and to attend meetings with representatives of the Commission, the Contractor and others regarding the Project. In order to protect the City and the Commission from incurring additional costs as a result of unauthorized work, any requests or directions that the Authorized 2FM Representative or the Authorized DFSS Representative may have with respect to the construction of the Project shall be directed to the Authorized

Commission Representative and not to the Contractor. The Authorized 2FM Representative and the Authorized DFSS Representative, as applicable will provide to the Commission prompt, accurate and complete information regarding the requirements of 2FM or DFSS, as applicable, so that the progress of the Project will not be impeded. All data provided by 2FM or DFSS shall be evaluated by the Authorized Commission Representative, who shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall quality of the Project and the Schedule.

7.3 Payment and Performance Bond. The Commission, as set forth in Section 3.1.14, shall determine the type and amount of payment and performance bonds required for the Project and require the Contractor to provide a payment and performance bond to ensure that the terms and conditions of the Contract Documents 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 completion of the Project, the Commission will require the Contractor to furnish an additional bond in such amount as may 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 as agreed by the Commission and the Budget Director.

7.4 Waiver and Release of Liens. The Commission, as set forth in Section 3.1.15 shall require and procure from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving the Project. 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 or its subcontractors. 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 unless an appropriate waiver or mechanic's lien

bond is provided or the liened funds are deposited with the Circuit Court of Cook County, Illinois in accordance with applicable Illinois legal requirements and the Contract Documents. Except as provided above, the Commission shall not make final payment to Contractor nor shall any part of the amounts retained for lien claims be paid until the Contractor shall have delivered to the Commission a complete release of all liens, financial obligations or claims from the Contractor, subcontractor, and other agents acting on its behalf in connection with the Work or arising out of the Work and an affidavit that so far as the Contractor has knowledge or information, releases all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, then the Contractor shall be required to refund to the Commission all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Any amounts so refunded shall be for the benefit of the City and credited to the Project Account.

7.5 Default by Contractor. In the event that the Contractor defaults in its obligations under the Contract, 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 Budget Director or the Corporation Counsel and approval by the Board, the Commission shall assign any of its rights and remedies for default by the Contractor to the City.

SECTION VIII
INDEMNITY AND INSURANCE

8.1 Indemnity. Each Contract awarded by the Commission for the Project shall require the Contractor to indemnify, save and hold harmless the Commission and the City, and their respective commissioners, officers, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third

parties arising or alleged to arise out of the Work as a result of any act or omission of the Contractor or any of its subcontractors or any of their respective employees or agents.

8.2 Insurance. The Commission, as set forth in Section 3.1.14, shall require the Contractor to purchase and maintain during the implementation of the Site Work and/or the performance of the Work, the types and amounts of insurance as shall be specified by the Commission substantially in the form attached hereto as Exhibit E or as otherwise agreed to by the City's Risk Management Office. Prior to the commencement of Work on the Project, the Commission shall obtain from the Contractor certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of work or services covered by such policies, the inception and expiration dates of the policies and the specific coverages to be provided. The City and the Commission shall be included as named insureds as their respective interests may appear on the Contractor's insurance policies. A copy of any and all such insurance certificates shall be provided by the Commission to the Authorized DFSS Representative and/or the Authorized 2FM Representative upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon issuance of the Notice of Substantial Completion as described in Section 10.4 hereof, the City shall be responsible for insuring the Site including all improvements thereon.

SECTION IX
PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the parties that the cost of completing the Project shall not exceed the sums specified in the final Budget for the Project. All plans, specifications and estimates of costs shall be reviewed by the duly designated representatives of the parties. The fee for the Commission's services for the management and administration of the Project will be fixed as a lump sum within the Budget. The Commission's fee shall not

exceed three percent (3%) of the estimated construction cost of the Project and, after being fixed in the Undertaking Budget, will neither increase or decrease. In addition, the City agrees (after approving the Commission's choice of counsel) to pay or reimburse the Commission for all reasonable legal fees, costs and expenses incurred by the Commission in undertaking the Project as follows:

9.1.1 Land Acquisition. The Project Budget will include the estimated costs of acquiring any land that may be necessary in order to construct the Project and will be paid by the City in accordance with the provisions of Section 9.3 of this Agreement.

9.1.2 Third-Party Negligence. Claims or proceedings against the Commission or the Contractor that arise out of a claim or proceeding that is instituted by third parties as a result of any negligent or willful act of the Contractor or any of its subcontractors or subconsultants shall be tendered to the Contractor for defense of the Commission and the City pursuant to Section VIII, Indemnity and Insurance, of this Agreement.

9.1.3 Construction Litigation. The Commission will use its best efforts to enforce the provisions of the Contract so that the Project is completed in a cost efficient, timely manner. The Commission will defend or prosecute, as applicable, rights and remedies afforded by the Contract in a reasonable, prudent manner. Unless the City consents otherwise, the Commission shall pursue and exhaust, and shall pursuant to the Contract require the Contractor to pursue and exhaust any alternative dispute resolution opportunities provided for under the Contract before litigating any dispute in connection with the Project. To the extent that payment of the Commission's legal costs and expenses are not recovered from the Contractor or any surety, the City agrees to pay or reimburse the Commission for costs incurred for legal costs and expenses subject to the following conditions:

9.1 3.1 The Commission will not initiate any legal proceeding related to the Project and no settlement shall be made without the prior written consent of the Budget Director and the Corporation Counsel;

9.1.3.2 The City shall have the right to approve (such approval not to be unreasonably withheld) counsel selected by the Commission;

9.1.3.3 The Commission will notify the Budget Director and the Corporation Counsel of any proceeding related to the Project within ten (10) days following receipt of summons and complaint or as otherwise directed by the Budget Director or the Corporation Counsel;

9.1.3.4 The Commission will apprise the Budget Director and the Corporation Counsel on a quarterly basis or otherwise as agreed by the parties concerning the status of any legal proceeding related to the Project;

9.1.3.5 The Commission, the Budget Director and the Corporation Counsel shall establish a separate legal budget as soon as practicable after the commencement of any legal proceeding related to a Project;

9.1.3.6 The Commission will provide a monthly legal services report summary related to the Project to the Budget Director and the Corporation Counsel;

9.1.3.7 Any legal fees, costs or expenses incurred must comply with the City's Outside Counsel Guidelines ("Guidelines") and for payment purposes must be submitted after notification to Patrick Ryan, the Corporation Counsel's Director of Administration, online to the City's legal auditor, Examen, for review and recommendation to the Commission of the invoice amounts to be paid; the Commission shall review the charges not in compliance with the Guidelines, as determined by the Examen, and process the invoices for payment; and

9.1.3.8 Notwithstanding the foregoing, in the event that the Commission is judged by a court of competent jurisdiction to have been negligent or to have committed other acts of misconduct involving a claim or other legal proceeding the parties will equitably adjust the reimbursement of legal fees and costs as appropriate.

9.1.4 Application of Funds. Any funds that may be recovered by the Commission as a result of any such legal proceedings shall be deposited in the Project Account and disbursed as directed by the Executive Director and the Budget Director.

9.1.5 Disclaimer. It is expressly understood and agreed that the City will not reimburse the Commission for any legal fees on account of findings against the Commission for breach of contract and/or breach of this Agreement.

9.2 [intentionally omitted]

9.3 Payment of Project Costs. The Commission shall provide the City with a cash flow for the Project upon request. The Commission shall prepare and provide to the Budget Director, on a quarterly basis in advance, the estimated amounts that will be required to pay the cost of the Project during the next succeeding ninety (90) days. Requests for payment shall include professional services, land acquisition, construction, administrative costs, contingency reserves and such other items as shall have been agreed by the parties ("Request for Payments"). Within thirty (30) days following receipt of a quarterly estimate and Request for Payment, the Budget Director shall process the Request for Payment and remit payment to the Commission, which payment shall consist of the estimated amounts required for payment of the costs of the Project during the next succeeding ninety (90) day period as such amounts may be adjusted from time to time by mutual agreement of the parties. The Commission will deposit such funds in the Project Account to pay eligible costs of the Project in accordance with the procedures specified in the Contract Documents for interim and final payments. Payments for

professional services and other costs of the Project shall be on the basis of invoices approved by the Commission pursuant to its usual and customary payment procedures. In the event that such Request for Payment has not been paid to the Commission within thirty (30) days following the receipt of such Request for Payment, the Commission shall have the right to suspend its performance of this Agreement until payment is received.

9.4 Reallocation of Funds; Insufficient or Excess Funds. In consultation with the Authorized DFSS Representative and the Authorized 2FM Representative, the Commission may re-allocate any line item in the Budget of the Project to any other cost or activity of the Project so long as the overall Budget for the Project is not exceeded. In the event that the amounts paid to the Commission by the City for the Project pursuant to the Budget shall be insufficient to complete Acquisition Activities, Site Work and/or the construction of the Project, the Commission shall notify the Budget Director in writing and the parties shall agree in writing on any future action that may be appropriate. In no event shall the Commission be obligated to expend any funds for the Project in excess of the amounts provided by the City. Any balance remaining in the Project Account 90 days after the date of Final Completion for the Project shall be disbursed as directed by the Budget Director.

9.5 Value Engineering: Alternate Project Approaches. If the Commission determines during project planning, design, or construction that Value Engineering or an Alternate Project Approach is necessary to meet the Budget or Schedule, the Commission shall submit such Value Engineering Recommendations or Alternate Project Approaches to 2FM, DFSS, and the Office of Budget and Management for approval prior to implementation.

9.6 Records; Audit. The Commission shall maintain records and accounts of all financial transactions relating to the implementation of the Project. The City shall have the right to inspect the books and records of the Commission pertaining to the Project at all reasonable times.

SECTION X
COMPLETION OF THE PROJECT

10.1 Standards for Site Work and Construction. The Commission shall require the Contractor to provide for the Project materials that are new and Work of good quality, free from faults or defects, and implement any Site Work that may be required consistent with the requirements for environmental remediation approved by the Commission in consultation with representatives of DOE, 2FM and the IEPA, and construct the Project in conformity with the Standard of Performance set forth in this Agreement and the requirements of the Contract and the Contract Documents. The Commission shall also require that the Contractor correct any deficient or defective work or materials in accordance with the procedures described in the Contract Documents or as prescribed by law. For a period of one (1) year commencing no earlier than the date of Final Acceptance, or such longer period as may be required to enforce any applicable special warranty in any of the various subcontracts to the Contract, by the manufacturer or by law ("Contractor's Warranty"), the Commission shall assist the City by causing the Contractor to correct, repair or replace any such deficient or defective work or materials and any damage caused by such work and materials. Any equipment or material that is repaired or replaced will have the warranty period extended for a minimum period of one year from the date of the last repair or replacement if standard in the industry and consistent with the applicable warranty. Repairs or replacements that the Contractor makes under this provision must also include a manufacturer's warranty, if standard with the manufacturer, in addition to the Contractor's Warranty. In the event that the City requires the Commission's assistance to enforce the provisions of the Contract or the manufacturer's warranty, the Commission will cooperate with the City to enforce such Contract and cause the Contractor to correct any such deficient or defective Work or materials and any damage caused by such Work or materials.

10.2 Completion Requirements. The Commission shall require the Contractor to comply with the requirements of the Contract Documents with respect to the close-out of the Site Work and construction of the Project 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 and "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 Final Completion, the Commission will cause five (5) copies of the Certificate of Final Completion issued by the Architect of Record and all other relevant documents to be delivered to 2FM. Any liquidated damages that may be assessed by the Commission against a Contractor for non-performance or delay will be credited to the Project Account or otherwise disbursed as agreed by the Budget Director.

10.3 Inspections. All Work and materials constituting the Project shall be inspected by the Authorized Commission Representative, the Architect of Record, the Authorized 2FM Representative, the Authorized DFSS Representative, and any other personnel as designated by the City. The Commission shall notify the Authorized DFSS Representative and the Authorized 2FM Representative when the Project has been scheduled for inspections to certify Substantial Completion and Final Completion. The Authorized DFSS Representative and the Authorized 2FM Representative shall have the right to attend any and all such inspections. The Commission will monitor completion of Punch List Work by the Contractor and update the Authorized DFSS Representative and the Authorized 2FM Representative on a periodic basis.

10.4 Notice of Substantial Completion. Upon issuance of the Certificate of Substantial Completion by the Architect of Record, the Commission shall deliver to the Authorized DFSS Representative and the Authorized 2FM Representative a copy of such certificate and the Certificate of Occupancy issued by the authority having jurisdiction. Upon delivery to the Authorized DFSS Representative and the Authorized 2FM Representative of such certificates

along with the Notice substantially in the form attached hereto as Exhibit C1, DFSS and 2FM shall have ten (10) business days from receipt of the Certificate to contest, in writing, the Certificate of Substantial Completion. If DFSS and/or 2FM do not contest the Certificate of Substantial Completion in writing within ten (10) business days of receipt, the Project will be deemed substantially complete according to the Contract Documents except for Punch List Work. If DFSS and/or 2FM do contest the Certificate of Substantial Completion within ten (10) business days of receipt of the Certificate, the Commission and 2FM and/or DFSS agree to work together will all diligence to remedy any outstanding issues to the satisfaction of 2FM and/or DFSS, at which point 2FM and/or DFSS will accept the Project as Substantially Complete.

10.5 Transfer of Responsibility. Within five (5) business days following acceptance by 2FM of the documents as provided in Section 10.4 above, the City shall assume responsibility for the Project from that date forward including, without limitation, costs of operation and maintenance, electricity, gas, water, telecom and other utilities, security, personnel and insurance to a level as determined to be appropriate by the City.

10.6 Certificate of Final Acceptance. Upon issuance of the Certificate of Final Completion by the Architect of Record, the Commission shall deliver to the Authorized DFSS Representative and the Authorized 2FM Representative a Certificate of Acceptance, substantially in the form attached hereto as Exhibit C2 along with a copy of the Certificate of Final Completion issued by the Architect of Record and the final occupancy certifications by the authority having jurisdiction. The Certificate of Final Acceptance shall certify that each of the following have been completed and appropriate documentation delivered to DFSS and 2FM: environmental reports; permits and licenses; shop drawings; "as-built" contract drawings; operation and maintenance manuals; training of 2FM and DFSS personnel; subcontractor/manufacturers warranties; QA/QC Certification of testing and start-up;

commissioning (BAS, HVAC, etc.); and LEED Commissioning to USGBC. Upon delivery of such certificates by the Authorized Commission Representative to the Authorized DFSS Representative and the Authorized 2FM Representative, DFSS and 2FM shall have ten (10) business days from receipt of the Certificates to contest, in writing, the Certificates of Final Completion and Final Acceptance. If DFSS and/or 2FM do not contest the Certificates of Final Completion and Final Acceptance in writing within ten (10) business days of receipt, the Project will be deemed completed and accepted by the City in accordance with the terms of this Agreement. If DFSS and/or 2FM do contest the Certificates of Final Completion and Final Acceptance within ten (10) business days of receipt of the Certificates, the Commission and 2FM and/or DFSS agree to work together will all diligence to remedy any outstanding issues to the satisfaction of 2FM and/or DFSS, at which point the Commission shall submit revised Certificates of Final Completion and Final Acceptance to 2FM and DFSS for review and final approval as described previously in this paragraph.

10.7 Final Payment to Contractor. Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contract Documents and issuance of a Certificate of Final Completion by the Architect of Record, the Commission shall process final payment to the Contractor in accordance with the procedures set forth in the Contract Documents.

SECTION XI
NOTICES

11.1 Notices to Parties. Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City:	Commissioner Department of Housing and Economic Development City of Chicago 121 North LaSalle Street Room 1000, City Hall Chicago, Illinois 60602
	Budget Director Office of Management and Budget City of Chicago 121 North LaSalle Street Room 604, City Hall Chicago, Illinois 60602
And the 2FM Representative:	Commissioner Department of Fleet and Facility Management City of Chicago 30 North LaSalle Street – Suite 300 Chicago, Illinois 60602
And DFSS Representative:	Commissioner Department of Family and Support Services City of Chicago 1615 West Chicago Avenue. 5th Floor Chicago, Illinois 60622
with a copy to:	Corporation Counsel Department of Law City of Chicago 121 North LaSalle Street Room 600, City Hall Chicago, Illinois 60602 Attn: Finance and Real Estate Division
If to the Commission:	Executive Director Public Building Commission of Chicago 50 West Washington Street – Room 200 Chicago, Illinois 60602
with a copy to:	Neal & Leroy, LLC 203 North LaSalle Street – Suite 2300 Chicago, Illinois 60601

Notices are deemed to have been received by the parties three (3) days after mailing (return receipt) or upon receipt if hand delivered.

11.2 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 XII
MISCELLANEOUS PROVISIONS

12.1 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 shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

12.2 Conflict of Interest. No member of the Board nor any member of any agency, board, commission or department 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 the Site or any Contract; nor shall any such member, official or employee participate in any decision 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 shall be personally liable for the performance of the City or the Commission of the terms and conditions of this Agreement.

12.3 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.

12.4 Disclaimer. No provision of this Agreement, nor any act of the City or the Commission shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general

partnership, or of joint venture, or of any association or relationship involving the City or the Commission.

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

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

12.7 Successors and Assigns. The terms of this Agreement shall 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 except as otherwise provided in this Agreement.

12.8 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 shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.9 Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

Andrew Mooney
Commissioner
Department of Housing and Economic Development

By: _____
Alexandra Holt
Director
Office of Budget and Management

By: _____
Evelyn Diaz
Commissioner
Department of Family and Support Services

By: _____
David Reynolds
Commissioner
Department of Fleet and Facility Management

PUBLIC BUILDING COMMISSION
OF CHICAGO

By: _____
Erin Lavin Cabonargi
Executive Director

Approved as to form and legality:

_____

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement
with Public Building Commission of Chicago
unavailable at time of printing.]

(Sub)Exhibits "B", "C-1", "C-2", "D" and "E" referred to in this Intergovernmental Agreement with Public Building Commission of Chicago read as follows:

(Sub)Exhibit "B".
(To Intergovernmental Agreement With
Public Commission Of Chicago)

Draft Preliminary Budget.

PUBLIC BUILDING COMMISSION OF CHICAGO

Owner	[illegible]		
Project	[illegible]	PBC Project No	PBC Project No. 34311
Address	[illegible]	Date	Date: [illegible]
Land Area	[illegible]	PM	[illegible]

TOTAL PBC PROJECT BUDGET

PRELIMINARY DRAFT

Cost Codes	Group Headings		CCAC Addition Project Budget 7.17.12	Comments
I	Planning			
				Environmental Assessment/Planning
				Traffic Study
		Sub-Total	$83,000	Site Survey
II	Land Acquisition & Site Control			
				Utility Relocations
				Legal Expenses
				Site Securing/Fencing
		Sub-Total	$425,000	Signage
III	Environmental and Site Preparation			
				Environmental Assessment/Planning
				Environmental Consulting
		Sub-Total	$115,000	Geotechnical Consulting
IV	Design			
				Design Architect Fees
				Architectural Record Fees
		Sub-Total	$560,000	Commissioning Agent
V	Project Implementation			
				Project Management Costs
		Sub-Total	$695,000	Pre-Bid Advertising and Document Reproduction
VI	Construction			
				Construction of a two-story, approximately 16,600 SF addition along the
				western side of the six-story CCAC facility
		Sub-Total	$7,135,000	Testing and Inspection Services
		TOTAL TIF-ELIGIBLE BUDGET	$9,000,000	
IX	User Agency Budget			
				Furniture, Fixtures, and Equipment. Prelim-key estimate.
			$500,000	Not TIF-eligible.
09.02	Telecom		$0	
09.03	Art		$0	
		TOTAL USER AGENCY BUDGET	$500,000	
		TOTAL PROJECT BUDGET	$9,500,000	

[illegible] CCAC Summary Sheet

(Sub)Exhibit "C-1".
(To Intergovernmental Agreement With Public
Building Commission Of Chicago)

Notice Of Substantial Completion.

Date: _____

Name: _____

Commissioner
City of Chicago
Department of Fleet and Facility
Management
30 North LaSalle Street. Suite 300
Chicago, Illinois 60602

Name: _____

Commissioner
City of Chicago
Department of Family and Support Services
1615 West Chicago Avenue, 5th Floor
Chicago. Illinois 60622

Re: _____

Dear Commissioners:

Enclosed please find a Certificate of Substantial Completion as issued by the Architect of Record, a copy of the Punch List, along with a Certificate of Occupancy for the above-referenced Project, and a letter from the independent commissioning agent certifying that all systems are operating as designed.

The Public Building Commission is in the process of completing the remaining punch list work. Copies of all warranties. operations/maintenance manuals and as-built drawings are currently being assembled and will be transmitted to you upon Final Completion of the Project. Training of Department of Fleet and Facility Management staff has been completed, all keys have been turned over. and draft copies of warranties and operation/maintenance manuals have been provided to the 2FM building engineer.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago

PBC Project Manager

Enclosure

cc. Deputy Commissioner -- 2FM AECM

Erin Lavin-Cabonargi. Executive Director -- PBC

[Punch List and Certificate of Occupancy referred to in this Notice of Substantial Completion unavailable at time of printing.]

(Sub)Exhibit "C-2".
(To Intergovernmental Agreement With Public Building Commission Of Chicago)

Certificate Of Final Acceptance.

Date: _____

Name: _____

Title: _____

City of Chicago
Department of Fleet and Facility Management
30 North LaSalle Street. Suite 300
Chicago, Illinois 60602

Name: _____

Title: _____

City of Chicago
Department of Family and Support Services
1615 West Chicago Avenue. 5th Floor
Chicago, Illinois 60622

Project Name and Number. _____

Dear _____:

Enclosed please find a Certificate of Final Completion as issued by the Architect of Record, along with a final occupancy certifications for the above-referenced Project.

The Public Building Commission has verified that all punch list work has been completed. Copies of all warranties, operations/maintenance manuals and as-built drawings are transmitted to you concurrently with this certificate

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago

PBC Project Manager

Enclosure

cc Deputy Commissioner -- 2FM AECM

Erin Lavin-Cabonargi. Executive Director -- PBC

[Certificate of Final Completion referred to in this Certificate of Final Acceptance constitutes (Sub)Exhibit "C-1" to Intergovernmental Agreement with Public Building Commission of Chicago and printed on pages 33793 and 33794 of this *Journal*.]

(Sub)Exhibit "D".
(To Intergovernmental Agreement With Public Building Commission Of Chicago)

Copyright Provisions.

The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its sub-consultants pursuant to this Agreement (the "Work") shall conclusively be deemed works made for hire within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101, et seq., and that the Commission, the City, 2FM and DFSS (the City, 2FM and DFSS collectively referred to in this (Sub)Exhibit D as the "User Agency") and their successors and assigns, will be the copyright owner of all aspects, elements and components thereof in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire", the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission and the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals thereof, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission and the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

The Architect warrants to the Commission and the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work, and (6) the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive. Further, the Architect agrees that it will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the Commission or by the User Agency, as applicable.

(Sub)Exhibit "E".
(To Intergovernmental Agreement With Public Building Commission Of Chicago)

Insurance Requirements.

City Of Chicago
Contract Insurance Requirements.

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

A Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employer's Liability coverage with limits of not less than $1,000,000 each accident or illness.

2) Commercial General Liability (Primary And Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than $1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, noncontributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than $1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability.

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than $2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, noncontributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than $1,000,000 per occurrence with the same terms herein.

5) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) Builders Risk.

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide 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. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, faulty workmanship or materials, mechanical-electrical breakdown, testing, and equipment stored off site or in transit. The Public Building Commission and the City of Chicago are to be named as additional insureds and loss payees.

The Contractor is responsible for all loss or damage to Commission and/or City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Railroad Protective Liability.

When any work is to be done, adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the named of railroad or transit entity. The policy must 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.

B. Additional Requirements.

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission and/or City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

The insurance must provide for sixty (60) days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents or representatives and the City of Chicago.

The coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Commission and City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING TAX INCREMENT FINANCING ASSISTANCE FOR REDEVELOPMENT OF CLAREMONT PARK.

[O2012-5618]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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 and Economic Development to enter into and execute an intergovernmental agreement with the Chicago Park District for the redevelopment of Claremont Park, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 1970 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 Chicago Park District (the "Park District") is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, The Park District has proposed the rehabilitation of a playground at Claremont Park (the "Project") on the park premises which is commonly known as 2334 West Flournoy Street and legally described in Exhibit A (the "Property"); and

WHEREAS, The Property lies wholly within the boundaries of the Western/Ogden Redevelopment Area (as hereinafter defined), and

WHEREAS, 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 blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects, and

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on February 5, 1998 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 69481 -- 69641, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Western/Ogden Redevelopment Project Area" (the "Western/Ogden Redevelopment Area"); (ii) designated the Western/Ogden Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Western/Ogden Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project! to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Western/Ogden Redevelopment Area shall be known as the "Western/Ogden Increment" and shall be known as the "City Increment"); and

WHEREAS, The City's Department of Housing and Economic Development ("DHED") wishes to make available to the Park District a portion of the City Increment in an amount not to exceed $250,000 for the purpose of partially funding the construction of the Project (the "TIF-Funded Improvements") in the Western/Ogden Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Western/Ogden Redevelopment Area; and

WHEREAS, The Park District is a taxing district under the Act; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements; 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. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the Chief Financial Officer, the Commissioner of HED is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. 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 other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".
(To Ordinance)

Address:

2334 West Flournoy Street
Chicago, Illinois.

Permanent Index Number:

17-18-300-027-0000.

Lots 27 to 41, both inclusive (except the west 17 feet of Lot 27) in W. Bross Subdivision of Block 16 in Morris and Others' Subdivision of the west half of the southwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The legal description is subject to title commitment and survey, permanent index number division and consolidation, as necessary, plat of dedication, site configuration, vacation or dedication of streets and alleys as negotiated by the City of Chicago and the Park District.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement
Between
The City Of Chicago
And
The Chicago Park District.

Claremont Park.

This Intergovernmental Agreement (this "Agreement") is made this ____day of _____, 2012 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "City", an Illinois municipal corporation, by and through its Department of Housing and Economic Development ("DHED"); and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City.

C. The Park District controls and operates Claremont Park (the "Park"), located at 2334 West Flournoy Avenue, in Chicago, Illinois, and legally described in Exhibit A (the "Property"), and has proposed to undertake certain improvements to the Park, such improvements being hereinafter referred to as the "Project."

D. The Park lies within the boundaries of the Western/Ogden Redevelopment Area (as hereinafter defined).

E. 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 blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

F. In accordance with the provisions of the Act, and pursuant to ordinances adopted on February 5, 1998, and published in the Journal of the Proceedings of the City Council for said date at pages 69481 through 69641, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the Western/Ogden Redevelopment Project Area" (the "Western/Ogden Redevelopment Area"); (ii) designated the Western/Ogden Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Western/Ogden Redevelopment Area.

G. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Western/Ogden Redevelopment Area shall be known as the "Western/Ogden Increment").

H. The Park District is a taxing district under the Act.

I. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within, or adjacent to, the boundaries of the Western/Ogden Redevelopment Area.

J. DHED wishes to make available to the Park District a portion of the Western/Ogden Increment in an amount not to exceed $250,000 (the "Project Assistance") for the purpose of funding the Project in the Park (the "TIF-Funded Improvements") to the extent and in the manner provided in this Agreement.

K. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

L. The City and the Park District wish to enter into this Agreement whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements.

M. On _____, 2012, the City Council adopted an ordinance published in theJournal of Proceedings for said date at pages _____ to _____ (the "Authorizing Ordinance"), among other things, authorizing the execution of this Agreement.

N. On March 14, 2012, the Park District's Board of Commissioners adopted a resolution expressing its desire to accept Project Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Resolution").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than 24 months from the Closing Date, or later as the Commissioner or Acting Commissioner of DHED (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance 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, pertaining to or affecting the Project or the Park District as related thereto.

1.2. The Project shall at a minimum meet the requirements set forth in the Project Description in Exhibit B hereof and comply with plans and specifications to be provided to and approved by DHED prior to the commencement of the Project ("Plans and Specifications") in order for the Park District to qualify for the disbursement of Western/Ogden Increment funds. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District 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, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The Park District shall provide the City with copies, if any shall apply, of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied and operated as a public park.

1.4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with each request for Western/Ogden Increment funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this

certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this **Section 2** and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District.

2.2. The City shall establish a special account within the Western/Ogden Redevelopment Project Area Special Tax Allocation Fund; such special account is or shall be known as the "**Claremont Park Account**." Disbursement of TIF Assistance funds will be subject to the availability of Western/Ogden Increment in the Claremont Park Account, subject to all restrictions on and obligations of the City contained in all Western/Ogden Ordinances, or relating to the Western/Ogden Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 30 days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

2.3.1. the Park District has satisfactory title to the Property, which may be evidenced by a valid lease agreement or an acceptable title insurance policy, subject only to those title exceptions acceptable to the City and the Park District;

2.3.2. [Intentionally Omitted – relating to title imperfections]; and

2.3.3. the Park District has satisfied the conditions stated in this **Section 2.3** within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may request that a certificate(s) of expenditure in the form of Exhibit C hereto ("Certificates of Expenditure") be processed and executed periodically. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DHED. Delivery by the Park District to DHED of any request for execution by the City of a Certificate of Expenditure 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 execution of a Certificate of Expenditure, that:

(a) the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and

other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment

(c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications previously approved by DHED; and

(d) the Park District is in compliance 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, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.3 are true and correct, and any execution of a Certificate of Expenditure 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; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.6. The current estimate of the cost of the Project is $500,000. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit D. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all costs of completing the Project over the Project Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

2.7. Exhibit D contains a preliminary list of capital improvements and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the Project Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of Project Assistance on the Project, the Commissioner, based upon the project budget, may make such modifications to Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of Project Assistance, subject to the terms of this Agreement.

2.8 The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2.7 and Section 2.2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9 If the aggregate cost of the Project is less than the amount of the Project Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the Project Assistance contemplated by this Agreement and the amount of the Project Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM.

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Western/Ogden Redevelopment Area is no longer in effect or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein or any applicable funding provided by the Park District. The City's financial obligation shall be limited to an amount not to exceed $250,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any remediation or development on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

4.3. The Park District or its contractor must obtain all necessary permits, and applicable insurance as described in Section 5 hereof.

SECTION 5. INSURANCE.

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

(a) Workers Compensation and Employers Liability. Workers Compensation 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.

(b) Commercial General Liability (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, explosion, collapse, underground, 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.

(c) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, The Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

(d) Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, The Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000.

(e) Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, 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 Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the

insurance requirements in this 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 shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. 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.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the required coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. To the extent of liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement, or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in Section 7.1 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 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 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.4. 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. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Resolution. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

8.2. Assignment. This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other.

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. 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.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties

shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture or any association or relationship involving any of the Parties

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12. No Implied Waivers 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.

8.13 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 facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City: City of Chicago
Department of Housing
and Economic Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271(Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and
Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 742-0277 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With a copy to Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party 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 business days following deposit in the mail.

8.14. 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.

8.15. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City: Nelson Chueng
City of Chicago
Department of Housing
and Economic Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5756
(312) 744-7996 (Fax)

For the Park District: Rob Rejman
Chicago Park District
Director of Planning.
Construction and Facilitres
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative which notice shall include the name, address. telephone number and fax number of the representative for such Party for the purpose hereof.

8.16 Severability. If any provision of this Agreement, or the application thereof. to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid. unenforceable or void. the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if. after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein

8.17 Survival of Agreements. Except as otherwise contemplated by this Agreement. all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby

8.18 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit vary. define or expand the content of this Agreement.

8.19 Time. Time is of the essence in the performance of this Agreement

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Housing and Economic Development

By: _____

Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and Corporate of the State of Illinois

By: _____

Michael P. Kelly
General Superintendent and CEO

Attest.

_____
Kantrice Ogletree
Secretary

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Park District for Redevelopment of Claremont Park constitutes Exhibit "A" to ordinance and printed on page 33802 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Intergovernmental Agreement with Chicago Park District for Redevelopment of Claremont Park read as follows:

(Sub)Exhibit "B".
(To Intergovernmental Agreement With Chicago Park District
For Redevelopment Of Claremont Park)

Project Description.

Claremont Park is a one acre park located at 2334 West Flournoy Street within the Near West Side community area. The outdated playground in the park will be replaced to meet current Park District standards and ADA accessibility requirements.

(Sub)Exhibit "C".
(To Intergovernmental Agreement With Chicago Park District
For Redevelopment Of Claremont Park)

Form Of Certificate Of Expenditure.

State of Illinois)
) SS.
County of Cook)

The affiant, Chicago Park District (the "Park District"), an Illinois municipal corporation, hereby certifies that with respect to that certain intergovernmental agreement between the Park District and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. The Park District requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Park District 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 Agreement are true and correct and the Park District is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute a Default, exists or has occurred.

3. The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.

4. The Park District is in compliance 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, pertaining to or affecting the Project or the Park District as related thereto.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Chicago Park District

By: _____
Name

Title: _____

Subscribed and sworn before me this _____
day of _____, _____.

_____

My commission expires: _____

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago
Department of Housing and Economic Development

(Sub)Exhibit "D".
(To Intergovernmental Agreement With Chicago Park District For Redevelopment Of Claremont Park)

Project Budget TIF-Funded Improvements

The total cost of the project is $500,000. In no event, however, shall funding from the Western/Ogden TIF Fund exceed $250,000.

Sources Budget:

City of Chicago (Western/Ogden TIF)	$250,000
Chicago Park District	180,000
Kohls Care (Private Donor)	70,000
TOTAL PROJECT COST =	$500,000

Uses Budget:

Design and Construction$500,000

The Commissioner may approve changes to this preliminary budget.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING TAX INCREMENT FINANCING ASSISTANCE FOR REDEVELOPMENT OF LOWE PARK.

[O2012-5619]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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 and Economic Development to enter into and execute an intergovernmental agreement with the Chicago Park District for the redevelopment of Lowe Park, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 1970 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 Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such is authorized to exercise control over and supervise the operation of parks within the corporate limits of the City; and

WHEREAS, The Park District has proposed to undertake certain improvements to Lowe Park, Park Number 1044 (the "Project") generally located at 5203 South Lowe Avenue, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

WHEREAS, The Property lies within the boundaries of the 47th/Halsted Redevelopment Area (as hereinafter defined); and

WHEREAS, 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 blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, In accordance with the provisions of the Act, pursuant to ordinances adopted on May 29, 2002, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for said date at pages 85676 to 85904, and amended from

time to time, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "47th/Halsted Redevelopment Project Area" (the "47th/Halsted Redevelopment Area"): (ii) designated the 47th/Halsted Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District: and (iii) adopted tax increment allocation financing for the 47th/Halsted Redevelopment Area: and

WHEREAS. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the 47th/Halsted Redevelopment Area shall be known as the "City Increment"); and

WHEREAS. The City wishes to make available to the Park District a portion of the City Increment in an amount not to exceed $550.000 for the purpose of funding the Project costs (the "TIF-Funded Improvements") to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS. The Plan contemplates that tax increment financing assistance would be provided for public improvements. such as the Project. within the boundaries of the 47th/Halsted Redevelopment Area; and

WHEREAS, The Park District is a taxing district under the Act: and

WHEREAS, In accordance with the Act. the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and therefore. constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act: and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the Agreement) whereby the City shall pay for or reimburse the Park District for the TIF-Funded Improvements; 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. The City hereby finds that the TIF-Funded Improvements. among other eligible redevelopment project costs under the Act approved by the City. consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and. therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller, the Commissioner of the Department of Housing and Economic Development is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. 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 other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description:

Block 1 (including vacated alley) in Samuel B. Loose's Subdivision of the south half of the north half of the west half of the southwest quarter of Section 9, Township 38 North, Range 14 (except the east 33 feet and except the 66 feet covered by Winter Street) Also.

That part of South Wallace Street vacated lying between the east line of Block 1 aforesaid and the west line of the right-of-way of the Chicago and Western Indiana Railroad Company and south of the south line of West 52nd Street and north of the north line of West 53rd Street, East of the Third Principal Meridian, in Cook County Illinois

Address

5203 South Lowe Avenue
Chicago, Illinois 60609.

Permanent Index Numbers:

20-09-311-001 and -002.

This legal description is subject to title commitment and survey.

Exhibit "B"
(To Ordinance)

Intergovernmental Agreement
Between
The City Of Chicago
And
The Chicago Park District.

Lowe Park.

This Agreement ("Agreement") is made this ___ day of _____, 2012 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Housing and Economic Development ("HED"); and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City.

C. The Park District controls and operates Lowe Park, Park #1044 (the "Park"), located at 5203 South Lowe Avenue, Chicago, Illinois and legally described in Exhibit A (the "Property"), and has proposed to undertake certain improvements to the Park, such improvements being hereinafter referred to as the "Project."

D. The Park lies within the boundaries of the 47th/Halsted Redevelopment Project Area (as hereinafter defined).

E. 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 blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on May 29, 2002, and published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages 85676 to 85904, and amended from time to time, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "47th/Halsted Redevelopment Project Area" (the "47th/Halsted Redevelopment Area"); (ii) designated the 47th/Halsted Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the 47th/Halsted Redevelopment Area.

G. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the 47th/Halsted Redevelopment Area shall be known as the "47th/Halsted Increment").

H. The Park District is a taxing district under the Act.

I. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the 47th/Halsted Redevelopment Area.

J. HED wishes to make available to the Park District a portion of the 47th/Halsted Increment in an amount not to exceed $550,000 (the "Project Assistance") for the purpose of funding the Project in the Park (the "TIF-Funded Improvements") to the extent and in the manner provided in this Agreement.

K. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

L. The City and the Park District wish to enter into this Agreement whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements.

M. On _____, the City Council adopted an ordinance published in the Journal of Proceedings for said date at pages _____ - _____, (the "Authorizing Ordinance"), among other things, authorizing the execution of this Agreement.

N. On March 14, 2012, the Park District's Board of Commissioners adopted resolutions authorizing the execution of this Agreement (the "Park District Ordinance").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein. the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged. the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than 12 months from the Closing Date. or later as the Commissioner of HED (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance 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. pertaining to or affecting the Project or the Park District as related thereto

1.2. The Project shall at a minimum meet the requirements set forth in the Project Description in Exhibit B hereof and comply with plans and specifications to be provided to and approved by HED prior to the commencement of the Project ("Plans and Specifications") in order for the Park District to qualify for the disbursement of 47th/Halsted Increment funds. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with alf applicable federal. state and local laws. statutes. ordinances. rules. regulations. codes and executive orders. all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3 At such time as the Park District lets a contract or contracts. the form(s) of which shall be determined solely by the Park District. for the Project, the Park District shall also provide the City with copies. if any shall apply. of all governmental licenses and permits required to construct the Project and to use. occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used. occupied and operated as a public park

1.4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with each request for 47th/Halsted Increment funds hereunder and at the time the Project is completed The City shall be entitled to rely on this certification without further inquiry. Upon the City's request. the Park District shall provide evidence satisfactory to the City of such compliance.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the Project Assistance to the Park District. The Park District shall keep the Project Assistance in a segregated account to be used only for the Project.

2.2. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 30 days after the execution of this Agreement (the "Satisfaction Period"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for the City's disbursement of the Project Assistance to the Park District:

(a) the Park District has satisfactory title to the Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the City and the Park District; and

(b) the Park District has provided or has caused to be provided to the City:

(i) copies of all easements and encumbrances of record;

(ii) two copies of a Class A plat survey in the most recently revised form of ALTA/ACSM land title survey, acceptable in form and content to the City prepared by a surveyor registered in the State of Illinois, certified to the Park District, and certifying as to whether the Property is in an area identified by the Federal Emergency Management Agency as having special flood hazards

(iii) a copy of the most recent real estate tax bill with respect to the Property, to the extent available; and

(iv) a copy of the most recent water bill with respect to the Property, to the extent available

(c) if the Park District is unable to satisfy the conditions stated in this Section 2.2 within the Satisfaction Period, either Party may terminate this Agreement by providing written notice to the other Party.

2.3. The Park District may request that a certificate(s) of expenditure in the form of Exhibit C hereto ("Certificates of Expenditure") be processed and executed periodically. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit

documentation regarding the applicable expenditures to HED. Delivery by the Park District to HED of any request for execution by the City of a Certificate of Expenditure 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 execution of a Certificate of Expenditure, that:

(a) the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

(c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications previously approved by HED, and

(d) the Park District is in compliance 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, pertaining to or affecting the Project or the Park District as related thereto.

2.4. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.3 are true and correct, and any execution of a Certificate of Expenditure 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, provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.5 The current estimate of the cost of the Project is $550,000. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit D. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all costs of completing the Project over the Project Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete

the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

2.6 Exhibit D contains a preliminary list of capital improvements and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the Project Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of Project Assistance on the Project, the Commissioner, based upon the project budget, may make such modifications to Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of Project Assistance, subject to the terms of this Agreement.

2.7. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2.7 and Section 2.2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.8. If the aggregate cost of the Project is less than the amount of the Project Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the Project Assistance contemplated by this Agreement and the amount of the Project Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM.

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the 47th/Halsted Redevelopment Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein. The City's financial obligation shall be limited to an amount not to exceed $550,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Park prior to commencement of any remediation or development on the Park to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Park. The Park District agrees to keep the Park free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

4.3. The Park District or its contractor must obtain all necessary permits, and applicable insurance as described in Section 5 hereof.

SECTION 5. INSURANCE.

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

(a) Workers Compensation and Employers Liability. Workers Compensation 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.

(b) Commercial General Liability (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, explosion, collapse, underground, 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.

(c) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, The Park District shall provide or cause to be provided. Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

(d) Professional Liability When any architects, engineers or professional consultants perform work in connection with this Agreement. The Park District shall cause to be provided. Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000.

(e) Self Insurance To the extent permitted by law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for the above insurance requirements, the Park District shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program shall comply with at least the insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.13. original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, 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 Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this 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 shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Non-fulfillment of the

insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated

5.4 The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. 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.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and any other insurance customarily required by the Park District or the Park District may provide the required coverages for subcontractors All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1 To the extent of liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in Section 7.1 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

7.3 Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 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 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured

7.4. 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. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder

8.2. Assignment This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other

8.3. Compliance with Laws The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. 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.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim right of reimbursement or other right. Nothing contained in this Agreement nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered modified or amended except by a written instrument signed by both Parties.

8.12 No Implied Waivers. 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.

8.13 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, facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City: City of Chicago
Department of Housing and Economic Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5777
(312) 744-6552 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall. Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With a copy to: Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party 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 business days following deposit in the mail.

8.14 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.

8.15. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement:

For the City:

Nelson Chueng
City of Chicago
Department of Housing and Economic Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5756
(312) 744-7996 (Fax)

For the Park District.

Rob Rejman
Chicago Park District
Director of Planning, Construction and Facilities
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

8.16 Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

8.17 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Housing and Economic Development

By: _____
Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest: _____
Kantrice Ogletree
Secretary

Approved as to Legal Form:

By: _____
Counsel
Chicago Park District

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Park District for Redevelopment of Lowe Park constitutes Exhibit "A" to ordinance and printed on page 33822 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Intergovernmental Agreement with Chicago Park District for Redevelopment of Lowe Park read as follows:

(Sub)Exhibit "B".
(To Intergovernmental Agreement With The Chicago Park District For Redevelopment Of Lowe Park)

Project Description

The TIF-Funded Improvements for the Project include interior renovations and a new addition to the existing fieldhouse at the Park.

(Sub)Exhibit "C".
(To Intergovernmental Agreement With The Chicago Park District For Redevelopment Of Lowe Park)

Form Of Certificate Of Expenditure.

State of Illinois)
) SS.
County of Cook)

The affiant, Chicago Park District (the "Park District"), an Illinois municipal corporation, hereby certifies that with respect to that certain intergovernmental agreement between the Park District and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date

$_____

C. The Park District requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E The Park District 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 Agreement are true and correct and the Park District is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute a Default, exists or has occurred.

3. The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.

4. The Park District is in compliance 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, pertaining to or affecting the Project or the Park District as related thereto.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Chicago Park District

By: _____
Name

Title: _____

Subscribed and sworn before me this _____
day of _____, _____.

_____

My commission expires: _____.

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago
Department of Housing and Economic Development

(Sub)Exhibit "D".
(To Intergovernmental Agreement With Chicago Park District For Redevelopment Of Lowe Park)

Project Budget.

TIF-Funded Improvements.

Park Development Uses Budget:

Interior Renovations	$ 89,000
Building Addition to Fieldhouse	255,000
General Conditions	206,000
Design	70,000
TOTAL DEVELOPMENT BUDGET*:	$620,000

REDEVELOPMENT AGREEMENT WITH CHEMICAL COMPOSITIONS LLC FOR CONSTRUCTION OF MANUFACTURING FACILITY AT 4100 S. PACKERS AVE. AND 1451 W. 41ST ST.

[O2012-5633]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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 and Economic Development to enter into and execute a redevelopment agreement with Chemical Compositions LLC, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

---

* In no event, however, shall funding from the 47 th/Halsted TIF Fund exceed $550,000.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("CDC") to, among other things, designate redevelopment areas and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to ordinances adopted by the City Council ("City Council") of the City on March 8, 1989, and published at pages 25359 through 25403 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, a certain redevelopment plan and project (the "Original Plan") for the Stockyards Industrial-Commercial Redevelopment Project Area, (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (currently codified at 65 ILCS 5/11-74.4-1, et seq.) (the "Act"), the Area was designated as a "blighted area" redevelopment project area pursuant to the Act, and 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, The Original Plan was amended pursuant to ordinances adopted on September 14,1994 and March 19,1997 to add porting language and increase the budget, and amended again pursuant to an ordinance adopted on October 6, 2010, to change the termination date of the Area to December 31, 2013 (the Original Plan as modified by such amendments is referred to herein as the "Plan"); and

WHEREAS, The City is the owner of approximately 2.41 acres of real property commonly known as 1451 West 41st Street, identified by tax Parcel Identification Numbers 20-05-104-004 and 20-05-104-005 (subject to final title and survey, the "City Parcels"), which City Parcels are located in the Area and have an appraised fair market value of Six Hundred Twenty-nine Thousand and no/100 Dollars ($629,000.00); and

WHEREAS, Pursuant to Resolution Number 11-CDC-046 (the "Resolution") adopted on December 13, 2011 by the Community Development Commission of the City of Chicago (the "Commission") the Commission recommended that the City Parcels be sold to Chemical Compositions LLC, an Illinois limited liability company ("Chemical Compositions") for One and no/100 Dollars ($1.00) for the development of a chemical manufacturing facility with office and storage space (the "Building") on adjacent private parcels and ancillary chemical tank storage facility and parking lot on the City Parcels (collectively, the "Project"); and

WHEREAS, The Commission published notice of the City's intention, acting through the Department of Housing and Economic Development ("DHED"), to convey the City Parcels to the Developer for redevelopment and to request alternative proposals for redevelopment of the City Parcels, and

WHEREAS, Since no other responsive proposals were received by DHED for the redevelopment of the Property, pursuant to the Resolution, the Commission has recommended that the City Parcels be conveyed to the Developer for redevelopment for the Project and that DHED be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project, which is consistent with the goals and objectives of the Plan; and

WHEREAS, Cedar Concepts Corporation, an Illinois corporation ("Cedar Concepts", and together with Chemical Compositions, the "Developer") will lease the Building and adjacent storage and parking facilities from Chemical Compositions, and the Building will be the principal office of the Developer; and

WHEREAS, The Developer proposes to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to the completion of the Project, to be financed in part by Incremental Taxes, if any; and

WHEREAS, Pursuant to the Resolution the Commission recommended that Chemical Compositions be designated as the developer for the Project and that DHED be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with Chemical Compositions for the Project: now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the City Parcels to Chemical Compositions for One and no/100 Dollars ($1.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of DHED (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the

approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate 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 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the City Parcels to Chemical Compositions, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Parcels (subject to final survey and title commitment):

Lots 1, 2 and 3 in Block 2 in Plat of Packer's Third Addition, a private subdivision, being a subdivision of that part lying between Packer's Addition and Packer's Second Addition of the south half of the northwest quarter of Section 5, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1451 W. 41st Street.
Chicago, Illinois 60609.

Permanent Index Numbers:

20-05-104-004; and

20-05-104-005.

Exhibit "B".
(To Ordinance)

Chemical Compositions LLC Redevelopment Agreement.

This Chemical Compositions Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 2012, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("HED"), Chemical Compositions LLC, an Illinois limited liability company ("Chemical Compositions"), and Cedar Concepts Corporation, an Illinois corporation ("Cedar Concepts" and collectively with Chemical Compositions, 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 and conservation area factors 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 March 8, 1989. (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Stockyards Industrial Commercial Redevelopment Project Area" (the "Plan Adoption Ordinance"), (2) "An Ordinance of the City of Chicago, Illinois Designating the Stockyards Industrial Commercial Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Stockyards Industrial Commercial Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) 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. Chemical Compositions shall purchase (the "Acquisition") certain property located within the Redevelopment Area at 4100 South Packers Avenue Chicago, Illinois 60609 and legally described on Exhibit B hereto (the "Acquisitron Parcel"), and, within the time frames set forth in Sectron 3.01 hereof, shall commence and complete construction of a two-story building with an approximately 59,432 square foot combined industrial/manufacturing facility, with office and storage space (the "Facility") thereon. Chemical Compositions will also acquire, for $1 00, the adjacent City-owned parcel commonly known as 1451 West 41st Street, Chicago, Illinois 60609 and legally described on Exhibit B ("City Parcel", the City Parcel together with the Acquisition Parcel, the "Property") The Developer will develop a parking lot and tank farms on the City Parcel, for the benefit of the Facility. The appraised value of the City Parcel is $625,000: as such, the value of the write down is currently estimated to be approximately $625,000. The Facility, improvements to the City Parcel, 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"

In connection with these operations, (a) Chemical Compositions, as landlord, and Cedar Concepts, as tenant, have executed that certain Lease Agreement dated as of _____, (as amended from time to time, the "**Lease**") pursuant to which Cedar Concepts shall, among other matters, lease the Project from Chemical Compositions

The Project shall include three (3) occupancy types office, industrial/manufacturing and storage, and adjacent parking and tank farms. To fully utilize the Property for industrial/manufacturing purposes, Developer will construct a rail spur to serve the Property. The entire Facility will consist of a concrete slab-on-grade with integral foundations for the building walls. The Facility will be constructed to be energy efficient in accordance with sustainable building practices, and Developer will be required to achieve LEED Certification of the Project from the U.S. Green Building Council. The Developer shall incorporate and integrate a variety of strategies during the design, construction and operation of the Project Sustainability criteria include resource efficiency, energy efficiency, water conservation, recycled content material, renewable material, and locally available material. 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 Stockyards Industrial Commercial Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 25372 through 25403 of the Journal of the Proceedings of the City Council (the "Journal")

F. City Financing Pursuant to an ordinance approving this Agreement adopted by City Council on _____, _____ and published at pages _____ - _____ of the Journal, the City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as defined below), to pay for or reimburse 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 HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Table of Contents	List of Exhibits	
1 Recitals, Headings and Exhibits	A	*Redevelopment Area
2 Definitions	B	*Property
3 The Project	C	*TIF-Funded Improvements
4 Financing	D	*Jobs and Occupancy Certificate
5 Conditions Precedent	E	Construction Contract
6 Agreements with Contractors	F	Escrow Agreement
7 Completion of Construction or Rehabilitation	G	*Permitted Liens
8 Covenants/Representations/Warranties of Developer	H-1	*Project Budget
	H-2	*MBE/WBE Budget
9. Covenants/Representations/Warranties of the City	I	Approved Prior Expenditures
	J	Opinion of Developer's Counsel
10. Developer's Employment Obligations	K	*Preliminary TIF Projection -- Real Estate Taxes
11. Environmental Matters		
12. Insurance	L	Requisition Form
13. Indemnification	M	LEED Certification Affidavit
14. Maintaining Records/Right to Inspect	N	Form of Payment Bond
15. Defaults and Remedies	O	*Junior Mortgage
16. Mortgaging of the Project		
17. Notice	(An asterisk (*) indicates which exhibits are to be recorded)	
18 Miscellaneous		

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.

"Act" shall have the meaning set forth in the Recitals hereof.

"Acquisition" shall have the meaning set forth in the Recitals hereof

"Acquisition Parcel" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Developer

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under the RDA during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (**Section 8.06**), (2) compliance with the Jobs Covenant (**Section 8.06**); (3) delivery of Financial Statements and unaudited financial statements (**Section 8.13**), (4) delivery of updated insurance certificates, if applicable (**Section 8.14**), (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (**Section 8.15**), (6) delivery of evidence that LEED Certification has been obtained (**Section 8.23**); and (7) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code

"Certificate" shall mean the Certificate of Completion of Construction 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 Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"City Parcel" shall have the meaning set forth in the Recitals hereof.

"City Parcel Closing" shall have the meaning set forth in Section 4.01A hereof

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement

"Compliance Period" shall mean the longer of (1) if the Developer does not deliver an Extension Notice, a period beginning on the date the Certificate is issued and ending on the 10th anniversary of the date the Certificate is issued, and (2) if the Developer delivers an Extension Notice and cures the applicable Event of Default during the one-year period in which the Extension notice was delivered, a period beginning on the date the Certificate is issued and ending on the 11th anniversary of the date the Certificate is issued

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Construction Contract" shall mean that certain contract substantially in the form attached hereto as Exhibit E, to be entered into between Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Department of Law.

"Deed" shall have the meaning set forth in Section 4.01A hereof.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"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.

"Equity" shall mean funds of 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) or Section 4.03(b) (Source of City Funds).

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Extension Notice" shall have the meaning set forth in Section 8.06 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Financial Statements" shall mean complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of the Developer or an Affiliate (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable month, excluding (a) persons engaged as or employed by

independent contractors, third party service providers or consultants and (b) persons employed or engaged by the Developer or by third parties in positions ancillary to the Developer's operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions.

"General Contractor" shall mean the general contractor(s) hired by 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.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"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 TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Jobs and Occupancy Certificate" shall mean the Jobs Certificate attached hereto as Exhibit D.

"Jobs Covenant" shall have the meaning set forth in Section 8.06 hereof.

"Junior Mortgage" shall mean a Junior Mortgage substantially in the form of Exhibit O, with such changes as may be approved by HED and Corporation Counsel, executed by the Developer as mortgagor, in favor of the City, as mortgagee, securing certain of the Developer's obligations under this Agreement and the Junior Mortgage; and which shall be a second mortgage unless the Lender Financing includes two separate mortgage loans, in which event the Junior Mortgage may be a third mortgage.

"Junior Mortgage Amount" shall mean, during each period specified below, an amount equal to the indicated percentage of the City Funds, where "**Year 1**" means the period from the date the Certificate is issued through the first anniversary of the date the Certificate is issued, "**Year 2**" means the period from the first anniversary through the second anniversary of the date the Certificate is issued, and so on, provided, however, that the schedule below shall be extended by one year if the Developer delivers an Extension Notice and cures the applicable Event of Default within the one-year period during which the Extension Notice was delivered.

Example 1. No Extension Notice is delivered, or an Extension Notice is delivered but the applicable Event of Default is not cured within the one-year period during which the Extension Notice was delivered.

Time Period	Percentage of City Funds
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	80%
Year 8	60%
Year 9	40%
Year 10	20%

Example 2: An Extension Notice is delivered in Year 7 and the applicable Event of Default is cured within the one-year period during which the Extension Notice was delivered

Time Period	Percentage of City Funds
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	80%
Year 9	60%
Year 10	40%
Year 11	20%

"Lease" shall have the meaning set forth in the Recitals hereof.

"LEED Certification" shall mean a basic Certification of the Project under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System maintained by the U.S. Green Building Council and applicable to New Construction and Major Renovations.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"Letter of Credit" shall mean the initial irrevocable, direct pay Letter of Credit naming the City as the sole beneficiary for the Letter of Credit Amount delivered to the City pursuant to Section 4.03(b) hereof, and, unless the context or use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the City, in form and substance satisfactory to the City in its sole and absolute discretion, and any extensions thereof.

"Letter of Credit Amount" shall have the meaning set forth in Section 4.03(c) hereof.

"Letter of Credit Notice" shall have the meaning set forth in Section 4.03(c) hereof.

"Material Amendment" shall mean an amendment of the Lease the net effect of which is to directly or indirectly do any of the following with respect to the Project: (a) materially reduce, increase, abate or rebate base rent, other amounts deemed rent, operating expense payments, tax payments, tenant improvement allowances or credits or other monetary amounts payable (or monetary credits) under the Lease or otherwise confer or take away any material economic benefit, in each case taking into account all direct economic effects under such Lease of the amendment, or (b) shorten the initial term of such Lease or grant additional early termination rights that, if exercised, would shorten the initial term of such Lease.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago, as amended from time to time.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Operating Covenant" shall have the meaning set forth in Section 8.06 hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by Developer to HED, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Reconveyance Deed" shall have the meaning set forth in Section 5.16 hereof.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals 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 L, to be delivered by Developer to HED pursuant to Section 4.04 of this Agreement.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 75 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 concluding at the end of the Compliance Period.

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF 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. Exhibit C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean an owner's and leasehold title insurance policy in the most recently revised ALTA or equivalent form, showing Chemical Compositions as the insured with respect to the fee simple interest in the Property and Cedar Concepts as the insured with respect to the leasehold interest in the Property, in the full amount of the City Funds, noting the recording of this Agreement and the Junior Mortgage as encumbrances against the Property and, a subordination agreement in

favor of the City with respect to previously recorded liens against the Property, if any, 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 Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT.

3.01 The Project. With respect to the Project, Developer shall, pursuant to the Plans and Specifications and the Lease and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than December 31, 2012; and (ii) unless the City accepts a Letter of Credit from Developer in accordance with Section 4.03(c), complete construction and conduct business operations therein no later than November 29, 2013. Notwithstanding any other provision in this Agreement, Developer acknowledges that the TIF Area expires on December 31, 2013 (the "TIF Expiration Date") and agrees that, unless the City accepts a Letter of Credit from Developer in accordance with Section 4.03(c), its failure to (1) complete the Project pursuant to the terms of this Agreement, (2) obtain a Certificate of Completion (as defined in Section 7.01) pursuant to the terms of this Agreement, and (3) submit Requisition Forms for payment, all at least thirty (30) calendar days prior to the TIF Expiration Date, shall result in an absolute and unrecoverable forfeiture of any unpaid City Funds.

The parties agree, and the Deed (see Section 4.01A) shall so expressly provide that the covenants provided in items (i) and (ii) of this Section 3.01 will be covenants running with the land, binding on the Developer and its successors and assigns to the fullest extent permitted by law and in equity for the benefit and in favor of the City and shall be enforceable by the City, and such covenants shall terminate upon the issuance of a Certificate of Completion.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to HED and HED has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to HED 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 and all applicable federal, state and local laws, ordinances and regulations. 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. Developer has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project in an amount not less than twelve million two hundred ninety thousand three hundred nine Dollars ($12,290,309). Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project and (b) the Project Budget is true, correct and complete in

all material respects. Developer shall promptly deliver to HED 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 in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to HED 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 Developer to HED for HED's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Project to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. 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 Developer of HED's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). 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 City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require HED's prior written approval as set forth in this Section 3.04, but HED shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to HED the source of funding therefor.

3.05 HED Approval. Any approval granted by HED 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 HED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any HED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to HED'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. Developer shall provide HED with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring HED's written approval pursuant to Section 3.04). Developer shall provide three (3) copies of an updated Survey to HED upon the request of HED 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 Developer's architect) approved by HED shall be selected to act as the inspecting agent or architect,

at 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 HED, prior to requests for disbursement for costs related to the Project hereunder. The inspecting agent or architect may be the same one being used in such role by the lender providing Lender Financing, provided that such agent or architect acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

3.09 Barricades. Prior to commencing any construction requiring barricades, 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. HED 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. 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 Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. 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 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, 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.

3.13 The Developer. Chemical Compositions shall own the Property and undertake construction of the Project in accordance with this Agreement. Cedar Concepts is responsible for operating its business at the Project and shall undertake the employment obligations under this Agreement. Cedar Concepts and Chemical Compositions agree that neither shall take any action which shall impede the other's performance under this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, each of Cedar Concepts and Chemical Compositions shall be jointly and severally liable for the obligations of the other party under this Agreement.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $12,290,309, 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)	$2,073,143
Lender Financing	$10,217,164
Estimated City Funds (subject to Section 4.03)	$2,250,000
ESTIMATED TOTAL	$12,290,309

4.02 Developer Funds. This section should state the following: Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project Costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer 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 Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to Developer hereunder prior to the issuance of a Certificate, unless the City accepts a Letter of Credit from Developer in accordance with Section 4.03(c).

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse Developer for the costs of the TIF-Funded Improvements:

Source of City Funds	Maximum Amount
Incremental Taxes	$ 2,250,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Two Million Two Hundred Fifty Thousand Dollars and No Cents ($2,250,000) or seventeen and four-tenths percent (17.4%) of the actual total Project costs; and provided further that the $2,250,000 to be derived from Incremental Taxes, if any shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) The amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; and

(ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements;

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $2,250,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately. To the extent Incremental Taxes are already available in the TIF Fund, the City will encumber them for this project up to the amount of the City Funds. To the extent Incremental Taxes are not already available in the TIF Fund, the City will be encumber them for this Project as they become available, up to the amount of the City Funds.

(c) Letter of Credit Option. If Developer fails to complete construction of the Project and obtain a Certificate of Completion by November 29, 2013, the Developer may submit a written notice to the City asking that the City accept a Letter of Credit from Developer as a condition of payment of City Funds (the "Letter of Credit Request"). The Letter of Credit Request shall be approved only if the following conditions are met to the City's satisfaction, in its sole discretion:

(i) construction of the Project according to the Plans and Specifications must be at least 75% complete by November 29, 2013, as measured by the progress reports provided by the inspecting agent or architect being used by the lender providing Lender Financing.

(ii) Developer must provide evidence, by no later than November 29, 2013, that it has incurred TIF-eligible costs in an amount at least equal to the amount of City Funds being requested,

(iii) Developer's Letter of Credit Request shall be subject in all respects to Section 4.07; and

(iv) the amount of the Letter of Credit (the "Letter of Credit Amount") must be no less than the amount of City Funds requested and approved by the City pursuant to this Section 4.03(c).

HED shall respond to the Letter of Credit Request no later than December 16, 2013 by notifying the Developer that the City has either (a) approved the Letter of Credit Request and if so, the Letter of Credit Amount; or (b) rejected the Letter of Credit Request for Developer's failure to comply with Sections 4.03(c)(i-iv). If City approves the Letter of Credit Request, then Developer shall provide a Letter of Credit within three (3) business days after the City approves the Letter of Credit Request. After the City receives the Letter of Credit it shall release the approved amount of City Funds to Developer. If HED rejects a Letter of Credit Request, this shall result in an absolute and unrecoverable forfeiture of any unpaid City Funds.

If the City accepts a Letter of Credit from Developer in accordance with this Section 4.03(c), Developer must complete construction of the Project and request a Certificate of Completion no later than February 28, 2014. If Developer fails to complete construction and request a Certificate of Completion by February 28, 2014, the City shall have the right to draw down on the Letter of Credit for the full amount of any City Funds paid to the Developer. The Letter of Credit shall be released only if a Certificate of Completion is issued by May 30, 2014. If a Certificate of Completion is not issued by May 30, 2014, the City shall have the right to draw down on the Letter of Credit for the full amount of any City Funds paid to the Developer. Except as specifically set forth herein, nothing in this Section 4.03(c) shall be deemed to limit the City's remedies for Developer's failure to comply with the terms of this Agreement.

4.04 Requisition Form. On the Closing Date and prior to each October 1 (or such other date as the parties may agree to) thereafter, beginning in 2012 and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide HED with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by HED). On each December 1 (or such other date as may be acceptable to the parties), beginning in 2012 and continuing throughout the Term of the Agreement, Developer shall meet with HED at the request of HED 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 Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). HED shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit F hereto sets forth the prior expenditures approved by HED as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer pursuant to Section 4.01 hereof.

(b) [Intentionally omitted.]

(c) [Intentionally omitted.]

(d) 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 HED, being prohibited, provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of HED.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to HED, which shall be satisfactory to HED in its sole discretion. Delivery by Developer to HED of any request for 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) Developer has approved all work and materials for the current disbursement request and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(e) 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 and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance. Developer shall. within 10 days after a written request by the City. deposit with the escrow agent or will make available (in a manner acceptable to the City), 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.

The City shall have the right, in its discretion, to require 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. provided, however. that nothing in this sentence shall be deemed to prevent the City from relying on such certificatrons by Developer. In addition. Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including under this Agreement and/or the Escrow Agreement, if any.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed by the Developer to the City as provided in Section 15 02 hereof.

Section 4A. CONVEYANCE OF CITY PARCEL

4 01A Form of Quitclaim Deed. The City shall convey to Chemical Compositions title to the City Parcel by quitclaim deed ("Deed") for the sum of One and 00/100 Dollar ($1.00). which shall be paid by Developer to the City on the date the City conveys the City Parcel (the occurrence of such conveyance, the "City Parcel Closing"). Developer acknowledges and agrees that the City Parcel has an appraised fair market value price of approximately Six Hundred Twenty-Five Thousand and 00/100 Dollars ($625.000) The land write-down of the City Parcel has been made by the City. subject to the restrictions set forth in the City's Deed to the City Parcel and this Agreement. Without limiting the quitclaim nature of the Deed. the conveyance of and title to the City Parcel shall, in addition to the provisions of this Agreement. be subject to:

(a) general real estate taxes and any special assessments or other taxes;

(b) all easements, encroachments, covenants and restrictions of record and not shown of record;

(c) the standard exceptions in an ALTA title insurance policy;

(d) such other title defects as may exist.

(e) any and all exceptions caused by the acts of Developer or its agents and

(f) the Redevelopment Plan for the Redevelopment Area

The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the City Parcel prior to the City Parcel Closing, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the title company to insure over such tax liens, or if the City Parcel is encumbered with any other unpermitted exceptions, Developer shall have the option to do one of the following: (a) accept title to the City Parcel subject to the unpermitted exceptions, which shall then become permitted exceptions; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the scheduled date for the City Parcel Closing.

4.02A. Financing. Developer shall not, without prior written consent of the HED, which shall be in the HED's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the City Parcel, other than Permitted Liens described on Exhibit G.

4.03A [Intentionally omitted]

4.04A. Recordation of Quitclaim Deed Developer shall promptly record the Deed in the Office of the Recorder of Deeds of Cook County, Illinois. Developer shall pay all costs for so recording the Deed

4.05A. Escrow. In the event that Developer requires conveyance through an escrow, Developer shall pay all escrow fees

4.06A. Environmental Condition of the City Parcel The City makes no covenant, representation or warranty as to the soil or environmental condition of the City Parcel or the suitability of the City Parcel for any purpose whatsoever, and Developer agrees to accept the City Parcel "as is" If after the City Parcel Closing, the soil or environmental condition of the City Parcel is not in all respects entirely suitable for the use to which the City Parcel is to be utilized, it shall be the sole responsibility and obligation of Developer to take such action as is necessary to put the City Parcel in a condition suitable for such intended use Developer agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the City Parcel (including, without limitation, claims under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the City Parcel prior to the City Parcel Closing.

The Developer hereby waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the City Parcel, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the City Parcel prior to the City Parcel Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the City Parcel, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical and environmental condition and risks of the City Parcel. If, after the City Parcel Closing, the structural, physical and environmental condition of the City Parcel is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the City Parcel in a condition which is suitable for its intended use.

Developer shall comply with the recommendations set forth in the Phase I Environmental Site Assessment report dated February 28, 2012 prepared by Aspen Environmental Services, Inc. and the No Further Remediation Letter ("NFRL") issued by the Illinois Environmental Protection Agency (IEPA) on February 15,2000, including, without limitation, (a) maintaining the existing engineered barriers (i.e., three feet of clean soil) on the specific portions of the site set forth in the NFRL, and (b) utilizing the Property for an industrial or commercial use, and (c) legally managing and disposing of excavated material arising from the Project. The preceding sentence shall not be construed to prevent the Developer from utilizing engineered barriers or other IEPA-approved measures in constructing the Project that will not result in the termination of voiding of the NFRL. The provisions of this Section 4.06A. shall survive the Closing and termination of the Agreement.

4.07A. Title Commitment for City Parcel. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance for the City Parcel (the "Title Commitment") from the Title Company, showing the City in title to the City Parcel. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees) and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the City Parcel Closing. At the City Parcel Closing, the Developer shall deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the City Parcel. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the City Parcel prior to the City Parcel Closing, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the City Parcel is encumbered with any other unpermitted exceptions, the Developer shall have the option to do one of the following: (a) accept title to the City Parcel subject to the unpermitted exceptions, which shall then become permitted exceptions, without

any credits from the City; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the date scheduled for the City Parcel Closing, in which event this Agreement shall be null and void and except as otherwise specifically provided herein neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title to the City Parcel subject to the unpermitted exceptions. The Developer shall be responsible for all taxes accruing after the City Parcel Closing.

4.08A RESTRICTIONS ON USE. The Developer agrees that it:

(a) Shall devote the Property solely to the Project.

(b) Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Property or any part thereof or the Project or any part thereof.

(c) Shall devote the Property to a use consistent with the Redevelopment Plan.

The covenant contained in paragraph (a) shall remain in effect for the Term of the Agreement. The covenants contained in paragraph (b) shall remain in effect without limitation as to time. The covenant contained in paragraph (c) shall terminate upon the expiration of the Redevelopment Plan, as such expiration may be amended from time to time in accordance with and pursuant to applicable law.

SECTION 5 CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date

5.01 Project Budget. Developer has submitted to HED, and HED has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. Developer has submitted to HED, and HED has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to HED.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along

with other sources set forth in Section 4.01) to complete the Project. Developer has delivered to HED a copy of the construction escrow agreement entered into by Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein 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 Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition, Lease and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property certified by the Title Company, or a binding, signed, marked-up commitment to issue such Title Policy, showing fee simple title to the Property in Chemical Compositions, subject to the leasehold interest of Cedar Concepts under the Lease, with Chemical Compositions as the insured with respect to the fee simple interest in the Property and Cedar Concepts as the insured with respect to the leasehold interest in the Property. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains 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. Developer has provided to HED, on or prior to the Closing Date, documentation related to the purchase of the Property, the Lease, and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name (and the following trade names of Developer: None) showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Recorder	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.07 Surveys. Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to HED.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If 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 J hereto, such opinions were obtained by Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to HED in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements Developer has provided Financial Statements to HED for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation The Developer has provided documentation to HED, satisfactory in form and substance to HED with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of HED to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed On or before the Closing Date, Developer has provided to HED, and HED has approved the Employment Plan for the Project (the "**Employment Plan**"). The Employment Plan includes, without limitation, the Developer's estimates of future job openings, titles, position descriptions, qualifications recruiting, training, placement and such other information as HED has requested relating to the Project.

5.13 Environmental Developer has provided HED with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City Developer has provided 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 Corporate Documents; Economic Disclosure Statement Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation, certificates of good standing from the Secretary of State of its state of incorporation and all other states in which Developer is qualified to do business, a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws or operating agreement of the Developer entities, as applicable; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City Developer and any other parties required by this **Section 5.14** to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Litigation Developer has provided to Corporation Counsel and HED, a description of all pending or threatened litigation or administrative proceedings involving 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 Reconveyance Deed Prior to the City's conveyance of the City Parcel to Chemical Compositions, the Chemical Compositions shall deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"), for possible recording in accordance with Section 15.02 below, if applicable.

5.17 Title to Acquisition Parcel Prior to, or simultaneous with, the City's conveyance of the City Parcel to Chemical Compositions, Chemical Compositions shall be in title to the Acquisition Parcel.

5.18 Lease and Other Agreements. Complete copies of the Lease and all other written agreements, if any, setting forth the parties' understandings relating to the Developer's occupancy of the Property and any financial agreements between the parties in any way relating to the Property or the Lease, certified by the Developer, shall have been delivered to the City.

5.19 Junior Mortgage The Developer shall have delivered to the City the Junior Mortgage and such financing statements as the City may require.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to HED for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. Developer shall submit copies of the Construction Contract to HED in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof. Developer shall ensure that 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 HED and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the

General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, Developer shall deliver to HED a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for HED'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 Developer, the General Contractor and any other parties thereto, Developer shall deliver to HED 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 the commencement of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit N hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. 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 Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), 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 HED 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 construction of the Project in accordance with the terms of this Agreement and upon Developer's written request, HED shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. The Developer acknowledges and understands that the City will not issue a Certificate of Completion and pay out City Funds, until the following conditions have been met:

(a) Chemical Compositions has completed construction of the Project according to the Plans and Specifications;

(b) The Project Cost is at least $12,290,309 (As described in Section 4.03(b), the City Funds will be reduced if Total Project Cost is less than $12,290,309).

(c) A minimum of 30 FTE positions have been created at the Facility, as evidenced by the Jobs and Occupancy Certificate;

(d) Receipt of a Certificate of Occupancy or other evidence acceptable to HED that the Developer has complied with building permit requirements for the Project,

(e) Evidence of the Project meeting or exceeding MBE/WBE, Prevailing Wage, and City Residency requirements:

(f) The Developer has provided an affidavit from its project architect certifying that the Facility would likely achieve the minimum points required for LEED Certification for New Construction and Major Renovations, provided however, that if Developer fails to provide such affidavit the City shall still issue the Certificate but the total amount of City Funds shall be reduced by $250,000 and,

(g) Evidence that the Developer has incurred TIF-eligible costs in an equal amount to, or greater than, $2,250,000 TIF-eligible costs include land assembly, demolition, site preparation, environmental remediation, rehabilitation, and other eligible activities under the Act.

HED shall respond to Developer's written request for a Certificate within twenty-one (21) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate Developer may resubmit a written request for a Certificate upon completion of such measures.

Promptly following the recordation of the Certificate of Completion, the City shall return the Reconveyance Deed to the Developer

7.02 Effect of Issuance of Certificate: Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to 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 8.02, 8.06, and 8.19 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 provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder

7 03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, 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, 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 Developer.

7 04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, HED shall provide Developer, at 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 DEVELOPER.

8 01A General – Chemical Compositions. Chemical Compositions 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) Chemical Compositions is an Illinois limited liability company duly organized, validly existing, 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) Chemical Compositions has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Chemical Compositions of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization or by-laws 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 Chemical Compositions is now a party or by which Chemical Compositions is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Chemical Compositions shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Chemical Compositions is contesting in good faith pursuant to Section 8.15 hereof).

(e) Chemical Compositions 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 threatened or affecting Chemical Compositions which would impair its ability to perform under this Agreement;

(g) Chemical Compositions 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) Chemical Compositions 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 Chemical Compositions is a party or by which Chemical Compositions 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 Chemical Compositions, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Chemical Compositions since the date of Chemical Compositions's most recent Financial Statements;

(j) prior to the issuance of the Certificate, Chemical Compositions shall not do any of the following without the prior written consent of HED (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 or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Chemical Compositions' 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 Chemical Compositions' financial condition;

(k) Chemical Compositions has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(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 Chemical Compositions in violation of Chapter 2-156-120 of the Municipal Code, and

(m) neither Chemical Compositions nor any affiliate of Chemical Compositions is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U S. Department

of the Treasury, the Bureau of Industry and Security of the U S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise

8.01B General – Cedar Concepts Cedar Concepts 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) Cedar Concepts is an Illinois corporation duly organized, validly existing, 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) Cedar Concepts has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Cedar Concepts of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws 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 Cedar Concepts is now a party or by which Cedar Concepts is now or may become bound;

(d) [Intentionally omitted];

(e) Cedar Concepts 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, threatened or affecting Cedar Concepts which would impair its ability to perform under this Agreement;

(g) Cedar Concepts 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) Cedar Concepts 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 Cedar Concepts is a party or by which Cedar Concepts 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 Cedar Concepts, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Cedar Concepts since the date of Cedar Concepts' most recent Financial Statements;

(j) prior to the issuance of the Certificate, Cedar Concepts shall not do any of the following without the prior written consent of HED (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 its interest including its leasehold interest, in the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Cedar Concepts'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 Cedar Concepts's financial condition;

(k) Cedar Concepts has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(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 Cedar Concepts in violation of Chapter 2-156-120 of the Municipal Code, and

(m) neither Cedar Concepts nor any affiliate of Cedar Concepts is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U S Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant to Redevelop. Upon HED's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF

Ordinances, 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 Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. [Intentionally omitted.]

8.06 Job Creation and Retention; Covenant to Remain in the City.

(a) Operating Covenant. The Developer hereby covenants and agrees to maintain its operations at the Project and to lease and occupy a minimum of 59,432 square feet at the Facility (collectively, the "Operating Covenant") throughout the Compliance Period. A default under the Operating Covenant shall constitute an Event of Default without notice or opportunity to cure.

(b) Jobs Covenant. The Developer, directly or through one or more Affiliates, shall adhere to the following job relocation, creation and retention standards throughout the Compliance Period (collectively the "Jobs Covenant"):

(i) Prior to the date the Developer requests the City to issue the Certificate under Section 7.01, at least 30 FTE jobs shall be retained at the Project;

(ii) On each anniversary of the issuance of the Certificate, at least one additional FTE job shall be created, resulting in the minimum FTEs specified in the chart below at the indicated measurement date:

Measurement date	**Minimum total FTEs**
Issuance of Certificate	30
First anniversary of issuance of Certificate	31
Second anniversary of issuance of Certificate	32
Third anniversary of issuance of Certificate	33
Fourth anniversary of issuance of Certificate	34
Fifth anniversary of issuance of Certificate	35
Sixth anniversary of issuance of Certificate	36

Seventh anniversary of issuance of Certificate	37
Eighth anniversary of issuance of Certificate	38
Ninth anniversary of issuance of Certificate	39
Tenth anniversary of issuance of Certificate	40

Throughout the Compliance Period, the Developer shall submit to HED annual certified Jobs and Occupancy Certificates disclosing compliance with the then-applicable Jobs Covenant and the Operating Covenant to HED. These Jobs and Occupancy Certificates shall be submitted to HED by February 1st for the prior calendar year. The Developer agrees that it shall act in good faith and among other things, shall not hire temporary workers or relocate workers for short periods of time for the primary purpose of avoiding a breach of the Jobs Covenant. The Jobs and Occupancy Certificate shall include the names addresses and zip codes of principal residence, and job titles of FTEs employed at the Project as of the end of the prior calendar year.

(c) Jobs Covenant Default and Cure Period If the Developer defaults under the Jobs Covenant an Event of Default shall not be declared with respect to such default if the Developer, upon irrevocable written notice (the "**Extension Notice**") accompanying the certified employment report, elects to extend the Compliance Period by one year to the eleventh (11th) anniversary of the date the Certificate is issued. The one-year period during which the Extension Notice is given shall be the only cure period allowed for a default by Developer of the Jobs Covenant as described in this paragraph; no other notice or cure periods shall apply thereto and if such default is not cured within such one-year period then the Compliance Period shall not be extended and an Event of Default shall exist without notice or opportunity to cure. If the Developer has not delivered a permitted Extension Notice then any default by the Developer under the Jobs Covenant shall constitute an Event of Default without notice or opportunity to cure. The Developer shall be entitled to deliver one Extension Notice. If the Developer has delivered an Extension Notice, then any subsequent default by the Developer of the Jobs Covenant shall constitute an Event of Default without notice or opportunity to cure.

(d) Covenants Run with the Land and Leasehold Interest; Remedy The covenants set forth in this Section shall run with the land and the leasehold interest in the Property and be binding upon any transferee of the Property. In the event of a default for any of the covenants in this Section 8.06, the City shall have the right to recapture the full amount of all City Funds previously paid or disbursed to the Developer for the Project if such default(s) is/are not cured during the applicable cure period, if any, and to exercise any other remedies described or referred to in this Agreement.

(e) Default under Lease A default by either Developer under the Lease shall not (a) relieve Developer from its obligations under this Agreement or (b) constitute any defense, excuse of performance, release, discharge or similar form of equitable or other relief that would prevent or limit the City's enforcement of its remedies under this Agreement.

8.07 Employment Opportunity; Progress Reports. 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. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%,

50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget) If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to HED which shall outline, to HED's satisfaction, the manner in which Developer shall correct any shortfall

8 08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to HED, from time to time, statements of its employment profile upon HED's request

8 09 Prevailing Wage. 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 Project employees 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, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8 09

8.10 Arms-Length Transactions. Unless HED has given its prior written consent with respect thereto, no Affiliate of 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 Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon HED's request, prior to any such disbursement.

8 11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, 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 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 Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project

8 13 Financial Statements Developer shall obtain and provide to HED Financial Statements for Developer's fiscal year ended 2009 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as HED may request

8.14 Insurance. 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, 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, 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. Developer shall furnish to HED, within thirty (30) days of HED's request, official receipts from the appropriate entity, or other proof satisfactory to HED, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has 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 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 HED's sole option, to furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED 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. 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 Developer to any other person or entity. Developer shall immediately notify HED of any and all events or actions which may materially affect 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 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, Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in

connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project or become due and payable, and which create, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to HED of Developer's intent to contest or object to a Governmental Charge and, unless, at HED's sole option,

(i) Developer shall demonstrate to HED's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED 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 during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise HED thereof in writing, at which time HED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in HED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any,

including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to HED by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense

(c) Real Estate Taxes.

(i) Real Estate Tax Exemption. With respect to the Property or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(ii) No Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in Exhibit K for the applicable year.

(iii) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value as shown in Exhibit K.

(iv) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.19(c).

(d) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the

Property. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, Developer shall forward a copy of the return receipt to HED, with a copy to the City's Corporation Counsel s office

8.20 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of 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

8.21 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement Developer shall submit to HED the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.22 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.23 LEED Certification Prior to issuance of the Certificate, the Developer shall provide an affidavit from its project architect certifying that the Facility would likely achieve the minimum points required for LEED Certification for New Construction and Major Renovations The affidavit shall be in substantially in the form attached hereto as **Exhibit M**

8.24 Lease Representations, Warranties and Covenants. The Developer represents, warrants and covenants as follows:

(a) as of the date hereof, the Lease is valid and binding as to Developer, is in full force and effect, and is either unmodified or modified only by approved Material Amendments and/or amendments that do not constitute Material Amendments,

(b) as of the date hereof, Developer has performed all of its current obligations under the Lease;

(c) Throughout the Term of the Agreement, Developer: (i) shall deliver to HED a copy of written notice of any change in circumstances of which Developer has knowledge that makes the representations and warranties in this Section 8.24 inaccurate, and (ii) shall comply with its obligations under the Lease: and

(d) Throughout the Term of the Agreement, Developer shall not (i) execute or consent to a Material Amendment or (ii) sell, sublease, release, assign or otherwise transfer its interest in the Lease without the prior written consent of HED, which consent shall be in HED's sole discretion.

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. 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 Developer operating on the Property (collectively, with 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. 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 Project 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 (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, 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.

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 in accordance with standards and procedures developed by the Chief Procurement Officer 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.

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.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of HED 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.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of HED, the

Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. 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 HED, affidavits and other supporting documentation will be required of 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 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 Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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.

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. MBE/WBE Commitment. 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, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal

Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), 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 (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs.

(1) At least 24 percent by MBEs.
(2) At least four percent by WBEs

(b) For purposes of this Section 10 03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720 Municipal Code Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by 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 Developer utilizing a MBE or a WBE as the 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 or services 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 Developer's MBE/WBE commitment as described in this Section 10 03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of HED.

(d) Developer shall deliver quarterly reports to the City's monitoring staff 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 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 the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review 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 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 Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10 03 The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10 03, the sufficiency of which shall be approved by the City's monitoring staff During the Project, Developer shall submit the documentation required by this Section 10.03 to the City s monitoring staff, including the following: (i) subcontractor's activity report, (ii) contractor's certification concerning labor standards and prevailing wage requirements, (iii) contractor letter of understanding; (iv) monthly utilization report, (v) authorization for payroll agent; (vi) certified payroll (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default 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 Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, (3) exercise all remedies available under the Junior Mortgage, or (4) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that 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, and the Redevelopment Plan.

Without limiting any other provisions hereof, 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 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 Developer, or any person directly or indirectly controlling, controlled by or under common control with 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 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 Developer or any of its Affiliates under any Environmental Laws relating to the Property

SECTION 12 INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement the insurance coverage 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

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease

(ii) Commercial General Liability (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 must 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

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $ 500 000 each accident, illness or disease.

(ii) Commercial General Liability (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 must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, 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 (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the 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 basis

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must 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) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must 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 project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(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 must be maintained with limits of not less than $ 1,000,000 Coverage must include contractual liability When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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. The City of Chicago is to be named as an additional insured.

(c) Post Construction

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements

Developer must furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. 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 Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve 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 stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must 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 deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or

(ii) 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 information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto,

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13 01 shall survive the termination of this Agreement.

SECTION 14 MAINTAINING RECORDS/RIGHT TO INSPECT

14 01 Books and Records. 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 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 Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project

14.02 Inspection Rights Upon three (3) business days' notice, any authorized representative of the City has 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 Developer hereunder

(a) the failure of Chemical Compositrons or Cedar Concepts to perform, keep or observe any of their respectrve covenants, conditions, promises, agreements or obligations under this Agreement or any related agreement;

(b) the failure of Chemical Compositions or Cedar Concepts to perform, keep or observe any of their respective covenants, conditions, promises, agreements or obligations under any other agreement with any person or entity if such failure may have a material adverse effect on Chemical Compositions or Cedar Concepts' business, property, assets, operations or condition, financial or otherwise:

(c) the making or furnishing by Chemical Composition or Cedar Concepts 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 Chemical Compositions or Cedar Concepts or for the liquidation or reorganization of Chemical Compositions or Cedar Concepts, or alleging that Chemical Compositions or Cedar Concepts is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Chemical Compositions' or Cedar Concepts' 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 Chemical Compositions or Cedar Concepts, 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 Chemical Compositions or Cedar Concepts, for any substantial part of Chemical Compositions' or Cedar Concepts' assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Chemical Compositions or Cedar Concepts: 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 Chemical Compositions or Cedar Concepts 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 dissolution of Chemical Compositions or Cedar Concepts or the death of any natural person who owns a material interest in Chemical Compositions or Cedar Concepts;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Chemical ompositions or Cedar Concepts or any natural person who owns a material interest

Chemical Compositions or Cedar Concepts, which is not dismissed within thirty (30) days, or the indictment of Chemical Compositions or Cedar Concepts or any natural person who owns a material interest in Chemical Compositions or Cedar Concepts for any crime (other than a misdemeanor),

(k) prior to the expiration of the Term of the Agreement, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City;

(l) the assignment or other direct or indirect transfer by the Developer of the Lease without the prior written approval of the City (which shall be in the City's sole discretion);

(m) a Default (as defined in the Lease) by the Developer under the Lease that is not cured within the cure period, if any, granted under the Lease, or the Developer's execution of a Material Amendment without the prior written approval of the City under Section 8.24; or

(n) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in Developer shall be one owning in excess of ten (10%) of Developer's membership interests or issued and outstanding shares of corporate stock, as applicable.

15.02 Remedies. Upon the occurrence of an Event of Default the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, and seek reimbursement of any City Funds paid. 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 damages, foreclosure of the Junior Mortgage, injunctive relief, the specific performance of the agreements contained herein or under the Junior Mortgage, the right to re-enter and take possession of the City Parcel, terminate the estate conveyed to the Developer, and revest title to the City Parcel in the City pursuant to the Reconveyance Deed (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the City Parcel was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the City Parcel during the period of time the City Parcel was owned by the Developer. Upon the occurrence of an Event of Default under **Section 8.06**, Developer shall be obligated to repay to the City all previously disbursed City Funds.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.23 LEED Certification, the City's remedy shall be the right to seek reimbursement of or withhold $250,000 in City Funds. Notwithstanding the foregoing, if the City Funds paid upon Certificate issuance were reduced by $250,000 due to anticipated failure to achieve LEED Certification as described in Section 4.03(b), then the City shall not have the right to seek reimbursement of an additional $250,000 pursuant to the immediately preceding sentence.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which 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 Developer has 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 Developer shall fail to perform a non-monetary covenant which 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 Developer has 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, 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; provided, further , that there shall be no cure period under this Section 15.03 with respect to Developer's failure to comply with the job creation and operation requirements of Section 8.06 hereof.

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 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 New Mortgage that 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 Developer as follows.

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of 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 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 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 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 Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "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 Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of 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 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 HED

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	**If to Developer:**
City of Chicago Department of Housing and Economic Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	Chemical Compositions LLC Cedar Concepts Corporation 4342 South Wolcott Ave Chicago, Illinois 60609 Attention: Linda Boasmond
With Copies To:	With Copies To:
City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	Sugar Felsenthal Grais & Hammer LLP 30 North LaSalle, Suite 3000 Chicago, Illinois 60602 Attention: Mark Lenz

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 the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 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 (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days.

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.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to 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 Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. 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 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 Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. 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 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 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.

18.09 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

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 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.

18.12 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

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, HED or the Commissioner, or any matter is to be to the City's, HED'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, HED 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 HED in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. 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. Any successor in interest to 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 Sections 8.19 (Real Estate Provisions) and 8.23 (Survival of Covenants) hereof for the Term of the Agreement Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor 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.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, 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 Developer has locations in the State. Failure by 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.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement each party may 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.

18.19 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 out-of-pocket expenses, including attorney's fees incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's 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.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (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 has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), 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 any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), 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, 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. 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.

18.21 Compliance with "Waste" Provisions. Any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, the "Waste Sections"). Developer's violation of the Waste Sections (including, but not limited to, Sections 7-28-390 Dumping on public way, 7-28-440 Dumping on real estate without permit; 11-4-1410 Disposal in waters prohibited; 11-4-1420 Ballast tank, bilge tank or other discharge, 11-4-1450 Gas manufacturing residue, 11-4-1500 Treatment and disposal of solid or liquid waste; 11-4-1530 Compliance with rules and regulations required; 11-4-1550 Operational requirements; and 11-4-1560 Screening requirements), whether or not relating to

the performance of this Agreement, constitutes a breach of and an event of default under this Agreement and entitles the City to all remedies under the Agreement at law or in equity. This section does not limit Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement.

18.22 No Merger. The terms of this Agreement shall not be merged with the Deed conveying the City Parcel to Chemical Compositions, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

18.23 Subordination Agreement. Upon the request of a lender providing Lender Financing, the City shall agree to subordinate its Junior Mortgage to the mortgage of such lender pursuant to a written subordination agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

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.

CEDAR CONCEPTS CORPORATION, an Illinois corporation

By:_____

Its:_____

CHEMICAL COMPOSITIONS LLC, an Illinois limited liability company

By:_____

Its:_____

CITY OF CHICAGO

By:_____
Andrew J. Mooney,
Commissioner
Department of Housing and Economic Development

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 President] of Cedar Concepts Corporation, an Illinois corporation (the "Developer"), 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 he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2012.

_____
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 Managing Member of Chemical Compositions LLC, an Illinois limited liability company (the "Developer"), 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 he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2012.

_____
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 Housing and Economic 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 he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/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 ___ day of _____, 2012

_____
Notary Public

My Commission Expires_____

[(Sub)Exhibits "A", "E", "F", "I", "K", "N" and "O" referred to in this Chemical Compositions LLC Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "B", "C", "D", "G", "H-1", "H-2", "J", "L", and "M" referred to in this Chemical Compositions LLC Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Chemical Compositions LLC Redevelopment Agreement)

Property.

Legal Description Of Acquisition Parcel (subject to survey and title insurance):

Lots 1, 2, 3 and 4 in Block 1 in Packer's Third Addition, being a subdivision of that part lying between Packers' Addition and Packers' Second Addition to the south half of the northwest quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

20-05-105-003-0000;

20-05-105-004-0000; and

20-05-105-005-0000.

And

Lots 1, 2 and 3 in Block 2 in Plat of Packer's Third Addition, a private subdivision, being a subdivision of that part lying between Packer's Addition and Packer's Second Addition, of the south half of the northwest quarter of Section 5, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4100 South Packers Avenue
Chicago, Illinois.

Permanent Index Numbers:

20-05-104-004-0000; and

20-05-104-005-0000.

Legal Description Of City Parcel:

Lots 1, 2 and 3 in Block 2 in Plat of Packer's Third Addition, a private subdivision, being a subdivision of that part lying between Packer's Addition and Packer's Second Addition of the south half of the northwest quarter of Section 5, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Commonly Known As:

1451 West 41st Street
Chicago, Illinois 60609.

Permanent Index Numbers:

20-05-104-004; and

20-05-104-005.

(Sub)Exhibit "C".
(To Chemical Compositions LLC Redevelopment Agreement)

TIF-Funded Improvements.

Property assembly costs, including acquisition of land, demolition of buildings, site preparation and site improvements that serve as an engineered barrier	$ 2,146,751
Interest costs incurred by a developer related to construction provided that such costs may not exceed 30 percent of the annual interest costs incurred during that year	130,269
Job training and retraining projects	34,000
TOTAL:	$2,311,020*

* Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed $2,250,000.

(Sub)Exhibit "D".
(To Chemical Compositions LLC Redevelopment Agreement)

Jobs And Occupancy Certificate.

[To Be Retyped On Letterhead Of Developer]

_____, 20__.

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

Re: Jobs and Occupancy Certificate
Chemical Compositions LLC Redevelopment Agreement

Dear Commissioner:

This Certificate is delivered pursuant to the Chemical Compositions LLC Redevelopment Agreement dated as of _____, 20___ (the "Agreement") and constitutes the Jobs and Occupancy Certificate of the Developer for the period ended _____, ____ [add month, day and year] (the "Period"). The undersigned certifies that (a) the Developer continues to maintain its operations at the Project, (b) the Developer has located _____ new FTEs at the Project during the Period; (c) a total of _____ FTEs have been located at the Project since the execution of the Agreement; and (f) each of the individuals listed in the chart below is a Full Time Equivalent Employee of the Developer at the Project.

Capitalized terms used without definition in this Certificate have the meanings given them in the Agreement.

Sincerely yours,

Cedar Concepts Corporation, an
Illinois corporation

By: _____

Its: _____

Chemical Compositions LLC, an
Illinois limited liability company

By: _____

Its: _____

Full Time Equivalent Employees located at the Project as of _____, 20___

Employee Name (Last, First)	Address Of Principal Residence	Zip Code Of Principal Residence	Number Of Months Employed At The Project During The Year	On The Payroll For Work Done At The Project? (Y or N)	Work Hours Total At Least 35 Per Week? (Y or N)	Work Hours Total At Least 1,750 During The Year? (Y or N)	Independent Contractor, Third-Party Service Provider Consultant, Or Ancillary Services Employee? (Y or N)	Job Title

* Indicate New FTEs with an asterisk (*) next to employee's name.

(Sub)Exhibit "G".
(To Chemical Compositions LLC Redevelopment Agreement)

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 hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property, if any:

   None.

(Sub)Exhibit "H-1".
(To Chemical Compositions LLC Redevelopment Agreement)

Project Budget.

Hard Costs	Amount
Building Construction	$6,929,344
Site Work, Demolition and Remediation	1,270,890
Structural Barriers	
Parking Lot Paving	96,399
Foundation Slab	325,436
Sidewalks, Curbs and Gutters	65,186
General Conditions	592,697
Contractor Contractor Fees	263,000
Hard Cost Contingency	0
Total Hard Costs:	$ 9,542,952

Soft Costs/Fees	Amount
Architecture and Engineering	$ 380,728
Testing	69,272
Legal and Accounting	180,000
Legal and Closing Costs	120,000
Insurance	132,270

Soft Costs/Fees	Amount
Permits	$ 100,000
Project Management	34,000
Construction Period Interest	434,229
Moving Costs	300,000
Job Training	34,000
Soft Cost Contingency	0
Total Soft Costs:	$ 1,784,499
Furniture, Fixtures, and Equipment	$ 192,857
Land Acquisition -- Private and City Parcels	$ 770,001
TOTAL:	$12,290,309

(Sub)Exhibit "H-2".
(To Chemical Compositions LLC Redevelopment Agreement)

MBE/WBE Budget.

Hard Costs of Construction	$9,279,952
Soft Costs/Fees	$ 414,728
MBE/WBE Project Budget	$9,694,680
MBE Total at 24 percent	$2,326,723
WBE Total at 4 percent	$ 387,787

(Sub)Exhibit "J".
(To Chemical Compositions LLC Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

_____, _____.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ 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) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; 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), 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. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, 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 [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is not a corporation] 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 is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, 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 capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, 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 governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or 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.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

[Note: include a reference to the laws of the state of incorporation/organization of Developer, if other than Illinois.]

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By:_____

Name:_____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Chemical Compositions LLC Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of _____, a _____ (the "Developer"), hereby certifies that with respect to that certain _____ Redevelopment Agreement between the Developer and the City of Chicago dated _____, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. 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 Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. 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.

{Developer}

By: _____
Name

Title: _____

Subscribed and sworn before me this _____
day of _____, _____

_____

My commission expires: _____

Agreed and Accepted:

_____

Name: _____

Title: _____

City of Chicago
Department of Housing and Economic Development

(Sub)Exhibit "M".
(To Chemical Compositions LLC Redevelopment Agreement)

Affidavit Of Architect For LEED Certification.

State of _____)
)SS. Affidavit
County of _____)

The undersigned, _____ after being duly sworn, deposes and says on oath as follows to his or her knowledge:

1. I am a _____ of _____ ("Architect"), which is the architect engaged by Chemical Compositions LLC, an Illinois limited liability company ("Chemical Compositions"), to provide services to Chemical Compositions regarding the real property located at 4100 South Packers Avenue, Chicago, Illinois 60609, and commonly known as [the Cedar Concepts Building], which is subject to that certain Lease Agreement executed _____, 2012 by and between Chemical Compositions, as landlord, and Cedar Concepts Corporation, an Illinois corporation, as tenant (the "Project").

2. Architect was engaged by Chemical Compositions to provide certain architectural services regarding the Project. [Note: reference agreement with architect]

3. Based on my knowledge of the Project, it is my opinion that the Project would likely achieve the minimum points required for LEED Certification for New Construction and Major Renovations pursuant to the LEED Certification of New Construction and Major Renovations project checklist, a copy of which is attached hereto as (Sub)Exhibit 1.

Affiant Further Sayeth Naught.

Sworn to and subscribed before me this ____ day of _____, 2012

_____ _____[Seal]
Unofficial Witness

_____
Notary Public

My Commission Expires: _____

[Notary Seal]

[(Sub)Exhibit 1 referred to in this Affidavit of Architect for LEED Certification unavailable at time of printing.]

LOAN AGREEMENT WITH AND CONVEYANCE OF CITY-OWNED PROPERTY AT 6730 -- 6810 S. KEATING AVE. TO SENIOR SUITES CHICAGO MIDWAY VILLAGE LLC FOR CONSTRUCTION OF AFFORDABLE RENTAL HOUSING FOR INDEPENDENT SENIORS.

[SO2012-5661]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the City to enter into and execute a loan agreement with Senior Suites Chicago Midway Village LLC and authorize the conveyance of property, amount of loan not to exceed:

$3,007,946, 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.

Alderman Edward M. Burke abstained from voting on this item pursuant to Rule 14.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 had represented parties to this ordinance in previous and unrelated matters.

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 City is the owner of the real property commonly known as 6730 -- 6810 South Keating Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"): and

WHEREAS, Pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), and ordinances adopted by the City Council of the City (the "City Council") on October 2, 2002 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date at pages 94203 through 94270, the City Council approved a tax increment financing redevelopment plan and project (the "Plan") for the 67th/Cicero Redevelopment Project Area (the "Area"), designated the Area as a redevelopment project area under the Act, and adopted tax increment financing under the Act for the Area; and

WHEREAS. The Property is located in the Area; and

WHEREAS. Senior Suites Chicago Midway Village LLC, is an Illinois limited liability company (the "Developer") of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole member. and whose offices are located at 111 East Wacker Drive, Suite 2200, Chicago, Illinois 60601; and

WHEREAS, The Developer desires to purchase the Property from the City for its appraised value of One Million One Hundred Thousand and no/100 Dollars ($1,100,000.00) and thereafter construct thereon a five-story building containing eighty-nine (89) affordable rental units for independent seniors age 62 and over (the "Project"); and

WHEREAS, By Resolution Number 10-CDC-71, adopted on November 9, 2010, the Community Development Commission authorized the Department of Housing and Economic Development ("DHED") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property consistent with the Plan, and approved DHED's request to advertise for alternative proposals; and

WHEREAS, Public notices advertising DHED's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on November 26, December 2 and December 16, 2010; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing 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 such Multi-Family Program Funds are administered by DHED; and

WHEREAS, DHED has preliminarily reviewed and approved the making of a loan to the Developer in an amount not to exceed $3,007,946 (the "Loan"), to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit B attached hereto and made a part hereof; 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 B hereto, the Commissioner of DHED (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") 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. The Authorized Officer 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 B hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Developer.

SECTION 3. Section 2-45-110 of the Municipal Code of Chicago shall not apply to the Project or the Property.

SECTION 4. The sale of the Property to the Developer for the fair market value amount of One Million One Hundred Thousand and no/100 Dollars ($1,100,000.00) is hereby approved.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer.

(i) Such deed shall state that the City makes no covenant, representation or warranty as to the soil or environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is". If after the closing of the City's conveyance of the Property to the Developer, the soil or environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition suitable for such intended use. The Developer agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the closing.

(ii) The Authorized Officer is 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 cancellation of any indebtedness currently secured by a mortgage or similar instrument on the Property and the release of any such mortgage or similar instrument.

SECTION 6. 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 7. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

Legal Description.

(Subject To Final Title Commitment And Survey)

(To Come)

Commonly Known As:

6730 -- 6810 South Keating Avenue
Chicago, Illinois.

Permanent Index Number:

(To Come)

Exhibit "B".

Terms And Conditions Of The Loan.

Developer: Senior Suites Chicago Midway Village LLC, an Illinois limited liability company (the "Developer"), of which Senior Suites Chicago Corporation, an Illinois

corporation, is the sole member (the "Member"), and others to be hereafter selected as additional members.

Project: Construction of a building located at 6730 -- 6810 South Keating Avenue, Chicago, Illinois (the "Property") and of approximately 89 dwelling units contained therein as studio, one-, and two-bedroom units for low- and moderate-income senior citizens and approximately 55 on-site parking spaces.

Loan:

Source: Multi-Family Program Funds.

Amount: Not to exceed $3,007,946.

Term: Not to exceed 32 years.

Interest: Not to exceed three percent per annum.

Security: Non-recourse loan; second mortgage on the Property.

Additional Financing:

1. Amount: Not to exceed $1,750,000.

   Term: Not to exceed 32 years.

   Source: Harris N.A., or another entity acceptable to the Authorized Officer.

   Interest: Not to exceed 12 percent per annum.

   Security: Non-recourse loan; first mortgage on the Property.

2. Low-Income Housing Tax Credit ("LIHTC") Proceeds: Approximately $13,128,760.

   Source: To be derived from the syndication of $1,371,287 LIHTC allocation by the City.

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 4.
[O2012-6014]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2013 budget, and the approval of the service provider agreement for Special Service Area Number 4, amount to be levied: $84,191, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein – 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on May 30, 1984, as further amended by an ordinance enacted by the City Council on July 27, 1988, and as further amended by an ordinance enacted by the City Council on November 15, 1995 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 4 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of two percent (2%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 95th Street, between Ashland Avenue on the east and Western Avenue on the west; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, maintenance, private security services, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the 95th Street Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City of Chicago and the Service Provider for the provision of the Special Services to the Area, and a line item budget to be included in the agreement between the City of Chicago and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services, and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and

conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

95th Street Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$91,631
TOTAL BUDGET REQUEST:	$91,631
Source Of Funding	
Tax levy at an annual rate not to exceed two percent (2%) of the equalized assessed value of taxable property within Special Service Area Number 4	$84,191
Carryover funds currently available from prior tax years	$ 3,840
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 3,600

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of $84,191 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with The 95th Street Beverly Hills Business Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 4
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
The 95th Street Beverly Hills Business Association
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 4 is entered into on_____, 2013 by and between The 95th Street Beverly Hills Business Association, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 4" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 2.00% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on October 31, 1983, as amended on May 30, 1984, July 27, 1988, November 15, 1995 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ("SSAC")**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying

Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers,

agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation* 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts.

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property

and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $84,191 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $3,840 which are being carried over from previous program years and which contractor hereby acknowledges are in its

possession; and (e) Late Collections in an amount not to exceed $3,600, the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $91,631.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $91,631, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapters 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement,

constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all

reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control.

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities,

duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq, and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71 ch. I, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Special Service Area #4 Commission
2100 West 95th Street
Chicago, Illinois 60643

Department of Housing and Economic Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: The 95th Street Beverly Hills Business Association
2100 West 95th Street
Chicago, Illinois 60643
Attention: Tristan N. Kamezis Angus

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By:
Commissioner, Department of
Housing and Economic Development
as of , 20

CONTRACTOR
By:
Its:
Attested By:
Its:

State of
County of

This instrument was acknowledged before me on (date) by (name s of person(s) as (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 4 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 4)

2013 Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

SSA #4 95th Street
95th Street Beverly Hills Business Association
Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	=	2013 Budget
1.00 Advertising & Promotion	$ 5,700	+	$ -	+	$ -	=	$ 5,700
2.00 Public Way Maintenance	$ 26,150	+	$ 3,840	+	$ -	=	$ 29,990
3.00 Public Way Aesthetics	$ 26,000	+	$ -	+	$ -	=	$ 26,000
4.00 Tenant Retention/Attraction	$ 1,000	+	$ -	+	$ -	=	$ 1,000
10.00 Personnel	$ 13,087	+	$ -	+	$ -		$ 13,087
11.00 Admin Non-Personnel	$ 10,454	+	$ -	+	$ -	=	$ 10,454
12.00 Loss Collection: 5.2%	$ 1,000	+	$ -	+	$ -	=	$ 1,000
13.00 Late Collections and Interest Income Thereon					$ 3,600		$ 3,600
GRAND TOTAL	$ 84,191	+	$ 3,840	+	$ 3,600	=	$ 91,031

2013 Budget	$ 91,031

LEVY ANALYSIS		
1	Estimated 2011 EAV	$10,586,542
2	Authorized Tax Rate Cap:	2.000%
3	Estimated 2012 Levy:	$84,191
4	Estimated Tax Rate to Generate 2012 Levy (EAV x Est. 2012 Levy = Est. Tax Rate)	0.795%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
4.00 Tenant Retention/Attraction

4.00 Tenant Retention/Attraction

2013 BUDGET & SERVICES - SIGNATURE PAGE

SSA #4 95th Street

Budget & Services Period: January 1, 2013 to December 31, 2013

The 2013 Budget & Services were approved by the SSA Commission.

SSA Chairperson Signature SSA Chairperson Printed Name Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 4)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

The 95th Street Beverly Hills Business Association

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

2100 West 95th Street
Chicago, IL 60643
United States

C. Telephone:

773-238-4094

Fax:

773-238-7192

Email:

beverly95@sbcglobal.net

D. Name of contact person:

Tristan N.Karnezis Angus

E. Federal Employer Identification No. (if you have one).

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow 95th Street Beverly Hills Business Association to enter into a contract with HED to provide services in the SSA#4 district, and to request a levy for the SSA#4 2013 budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Peter Coccaro
Title:	President
Role:	Both
Officer/Director:	Dennis Heywood
Title:	Vice President
Role:	Both
Officer/Director:	Oliver Banks
Title:	Vice President
Role:	Both
Officer/Director:	Gail Page
Title:	Secretary
Role:	Both
Officer/Director:	Emil Mahler
Title:	Treasurer
Role:	Both
Officer/Director:	Robbie Craig
Title:	Director
Role:	Director
Officer/Director:	Mike Geary
Title:	Director
Role:	Director
Officer/Director:	Eleanor Hollander
Title:	Director
Role:	Director
Officer/Director:	Otto Kaiserauer
Title:	Director

Role:	Director
Officer/Director:	Monica Hayes
Title:	Director
Role:	Director
Officer/Director:	Jill Neish
Title:	Director
Role:	Director
Officer/Director:	Victoria Nolan
Title:	Director
Role:	Director
Officer/Director:	Beverly Packnett
Title:	Director
Role:	Director
Officer/Director:	Marcia Walsh
Title:	Director
Role:	Director
Officer/Director:	Tristan N.Karnezis Angus
Title:	Executive Director
Role:	Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Munro Landscaping
Anticipated/ Retained:	Anticipated
Business Address:	10057 S Western Ave Chicago, IL 60643 United States
Relationship:	Subcontractor non: MWDBE
Fees ($$ or %):	$24,540.00
Estimated/Paid:	Estimated

Name:	The ACT Group
Anticipated/ Retained:	Anticipated
Business Address:	6228 North Broadway Chicago, IL 60660 United States
Relationship:	Accountant
Fees ($$ or %):	$4,750
Estimated/Paid:	Estimated

Name:	Bannerville
Anticipated/ Retained:	Anticipated
Business Address:	8168 S. Madison Burr Ridge, IL 60527 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$2,400.00
Estimated/Paid:	Estimated

Name:	Diamond Bright
Anticipated/ Retained:	Anticipated
Business Address:	7631 W. 100th Pl. Bridgeview, IL 60455 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$17,100.00
Estimated/Paid:	Estimated

Name:	WGN Flag
Anticipated/ Retained:	Anticipated
Business Address:	7964 South Chicago Avenue Chicago, IL 60617 United States
Relationship:	Subcontractor non MWDBE
Fees ($$ or %):	$3,500.00
Estimated/Paid:	Estimated

Name:	B&K Landscaping
Anticipated/ Retained:	Anticipated
Business Address:	9431 S Hoyne Chicago, IL 60643 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$4,500
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud, embezzlement; theft; forgery, bribery; falsification or destruction of records; making false statements, or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33F-4, or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

Is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code, Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein

regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or

any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership, all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants

that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 08/21/2012
Tristan N.Karnezis Angus
Executive Director
The 95th Street Beverly Hills Business Association

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 34361
Certificate Printed on: 08/21/2012

Date of This Filing: 08/21/2012 11:50 AM
Original Filing Date: 07/16/2012 05:22 PM

Disclosing Party: The 95th Street Beverly Hills Business Association
Filed by: Tristan N.Karnezis Angus

Title: Executive Director

Matter: To allow 95th Street Beverly Hills Business Association to enter into a contract with HED to provide services in the SSA#4 district, and to request a levy for the SSA#4 2013 budget.
Applicant: The 95th Street Beverly Hills Business Association
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 4)

Special Service Area No. 4.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.: CPAs, attorney, architects, engineers)

perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 4)

Special Service Area No. 4.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return

and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 4)

Prevailing Wages.
(Page 1 of 10)

Cook County Prevailing Wage For
September 2012.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.62	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.300	2.0	2.0	2.0	6.970	14.66	6.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.520
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.600
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.990	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		48.350	48.350	1.5	1.5	2.0	10.58	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.610	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		48.350	48.350	1.5	1.5	2.0	10.58	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.63	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	13.96	2.910	0.000
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.66	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.650	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150

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OPERATING ENGINEER		FLT	3	44.350	51.700	1.5	1.5	2.0	11.70	8.050	1.900	1.350
OPERATING ENGINEER		FLT	4	36.950	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.350
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.200	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.500	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.850	43.300	2.0	2.0	2.0	12.86	15.61	0.000	0.500
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	36.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDR/DVR		ALL		41.520	43.520	1.5	1.5	2.0	15.19	11.75	0.000	0.530
PIPEFITTER		BLD		44.650	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.920
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		30.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER		BLD		40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.950	0.000	0.000
SPRINKLER FITTER		BLD		49.700	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	15.09	0.000	0.350
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.096	4.375	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.650	34.500	1.5	1.5	2.0	9.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	9.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	9.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	9.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H&W (Health & Welfare Insurance)
Pens (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations. Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

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holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, dibrene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sunonyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

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type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Crete Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Plane; Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast

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Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Mix Plant; Combination Backhoe Front Endloader Machine, 1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Crater Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoe; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roro Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Eagland or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating); 7 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 3. Rollers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (2 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER FLOATING:

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (Hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Mosaic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or Three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Boosters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2 man operation; Pavement Breakers; Pole Trailer, 30 to 40 feet; Power Mower Tractors; Self-propelled Chip Spreaders; Skipmen; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Rug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Rug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

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Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1 man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact DOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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Contractor's Performance And Payment Bond.

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original: provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended: provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved_____, 20____

_____ (Seal)

_____ _____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to form and legality:

_____ (Seal)

_____ _____ (Seal)

Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of the _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, President and _____, Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ of the _____, who _____ personally known to be the same person _____ whose name _____ subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ who _____ personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 4)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 4)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

    b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

    c. Qualifications of the CPA Firm.

    d. Qualifications of the audit team.

    e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

    a. Proposals should be evaluated as submitted.

    b. Make a list of strengths and weaknesses for each to support its technical rating.

    c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

    d. Ask questions of the bidders to eliminate any ambiguities.

    e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

    a. Audit scope, objectives and purposes.

    b. Deadlines for the work to be performed.

    c. Audit fees.

    d. Report format, including providing a PDF digital version of the final audit.

    e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance, 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 4)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

_____

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 19.
[O2012-6049]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2013 budget, and the approval of the service provider agreement for Special Service Area Number 19, amount to be levied: $308,849, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the

Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On October 28, 1997, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 19 (the "Initial Area") and authorized the levy of an annual tax, for the period beginning in 1997 through and including 2006 in an amount not to exceed an annual rate of one percent (1%) of the equalized assessed value of the taxable property therein (the "Initial Levy Period") to provide certain special services in and for the Initial Area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Initial Levy Period expired; and

WHEREAS, On November 8, 2006, the City Council enacted an ordinance (the "Establishment Ordinance") which reestablished an area known and designated as City of Chicago Special Service Area Number 19 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2006 through and including tax year 2020, not to exceed an annual rate of 0.833 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area fronting wholly or in part along Howard Street, from Ridge Avenue to Sheridan Road; Paulina Street, from Rogers Avenue to Jonquil Terrace; and Rogers Avenue, from Greenview Avenue to Ashland Avenue and Clark Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities; new construction; the recruitment and promotion of new businesses to the Area and retention and promotion of existing business within the Area; coordinated marketing and promotional activities; parking and transit programs; financing of storefront facade improvements; security programs; and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Howard Street Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of the Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Howard Street Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$350,353
TOTAL BUDGET REQUEST:	$350,353
Source Of Funding	
Tax levy at an annual rate not to exceed 0.833 percent of the equalized assessed value of the taxable property within Special Service Area Number 19	$308,849
Carryover funds currently available from previous tax years	$ 30,091

	Expenditures
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 11,413

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $308,849 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with DevCorp North, doing business as Rogers Park Business Alliance, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 19
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
DevCorp North, D.B.A. Rogers Park Business Alliance
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 19 is entered into on _____, 2013 by and between DevCorp North d/b/a Rogers Park Business Alliance, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 19" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .833% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on November 8, 2006, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981);

Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not

limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will

notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the

amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $308,849 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $30,091 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $11,413; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $350,353.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $350,353, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers (**"Covered Employees"**). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the

sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers

Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. I, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract

or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows.

If to the City: Special Service Area #19 Commission
1448 W. Morse
Chicago, Illinois 60626

Department of Housing and Economic Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: DevCorp North d/b/a Rogers Park Business Alliance
1448 W. Morse
Chicago, Illinois 60626
Attention: Kimberly Bares

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Housing and Economic Development
as of _____, 20___

CONTRACTOR
By: _____
Its: _____
Attested By: _____
Its: _____

State of
County of

This instrument was acknowledged before me on _____ (date) by (name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 19 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 19)

Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

2013 BUDGET SUMMARY
CATEGORY

10.00 Personnel
11.00 Admin Non-Personnel
12.00 Loss Collection: 4.0%
13.00 Late Collections and Interest Income Thereon
GRAND TOTAL

LEVY ANALYSIS

2013 SSA SERVICES SUMMARY

2013 BUDGET & SERVICES - SIGNATURE PAGE

Budget & Services Period: January 1, 2013 to December 31, 20

The 2013 Budget & Services were approved by the SSA Commission

SSA Chairperson Signature SSA Chairperson Printed Name Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 19)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

DevCorp North dba Rogers Park Business Alliance

Enter d/b/a if applicable.

Rogers Park Business Alliance

The Disclosing Party submitting this EDS is.

the Applicant

B. Business address of the Disclosing Party:

1448 W. Morse
Chicago, IL 60626
United States

C Telephone.

773-508-5885

Fax:

(773) 508-9488

Email:

kbares@rogers-park.com

D. Name of contact person:

Ms. Kimberly Bares

E. Federal Employer Identification No. (if you have one)

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains

To allow Develop North dba Rogers Park Business Alliance to enter into a contract with HED to provide services in SSA #19 and to request a levy for SSA#19 2013 budget

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers

Officer/Director:	Ms. Dorothy Gregory
Title:	Director
Role:	Director
Officer/Director:	Ms. Summer Roberts
Title:	President
Role:	Both
Officer/Director:	Mr. Bob Fields
Title:	2nd Vice President
Role:	Both
Officer/Director:	Ms. Elizabeth Demes
Title:	1st Vice President
Role:	Both
Officer/Director:	Mr. Thomas FitzGibbon
Title:	Treasurer
Role:	Both
Officer/Director:	Ms. Mary Bao
Title:	Director
Role:	Director
Officer/Director:	Ms. Mina Cardenas
Title:	Director
Role:	Director
Officer/Director:	Ms. Denise DeBelle
Title:	Director
Role:	Director
Officer/Director:	Mr. Raphael Macias
Title:	Director

Role:	Director
Officer/Director:	Mr. Jim McHale
Title:	Secretary
Role:	Both
Officer/Director:	Mr. Rich Aronson
Title:	Director
Role:	Director
Officer/Director:	Mr. Dean (Buck) Swanson
Title:	Director
Role:	Director
Officer/Director:	Ms. Kimberly Bares
Title:	Executive Director
Role:	Both
Officer/Director:	Ms. Dona Al-Khatib
Title:	Director
Role:	Director
Officer/Director:	Mr. David Loggins
Title:	Director
Role:	Director
Officer/Director:	Mr. Anthony Masok
Title:	Director
Role:	Director
Officer/Director:	Ms. Lolia Shekarkhar
Title:	Director
Role:	Director

1.a.5 Are there any members of the non for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this FDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Acciari, Levy & Rabyne
Anticipated/ Retained:	Retained
Business Address:	4709 Golf Rd. Skokie, IL 60007 United States
Relationship:	Accountant
Fees ($$ or %):	$9,000.00

Estimated/Paid: Estimated

Name: Blevins & Assoc.

Anticipated/ Retained: Retained

Business Address: 324 Ridgewood Dr
Bloomingdale, IL 60108 United States

Relationship: Accountant

Fees ($$ or %): $2,225.00

Estimated/Paid: Estimated

Name: Cleantest

Anticipated/ Retained: Retained

Business Address: 3501 W. Fillmore
Chicago, IL 60624 United States

Relationship: Subcontractor - non MWDBE

Fees ($$ or %): $4,675.00

Estimated/Paid: Estimated

Name: Kprocess Solutions

Anticipated/ Retained: Retained

Business Address: 2944 N. Broadway
Chicago, IL 60657 United States

Relationship: Subcontractor - non MWDBE

Fees ($$ or %): $5,600.00

Estimated/Paid: Estimated

Name: Folgers Flag & Decorating

Anticipated/ Retained: Retained

Business Address: 2748 York St.
Blue Island, IL 60406 United States

Relationship: Subcontractor - non MWDBE

Fees ($$ or %): $2,100.00

Estimated/Paid:	Estimated
Name:	LBC Studio, LLC
Anticipated/ Retained:	Retained
Business Address:	4253 W. Melrose St Chicago, IL 60641 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$945.00
Estimated/Paid:	Estimated
Name:	Patch Landscaping & Snow Removal
Anticipated/ Retained:	Retained
Business Address:	6107 N. Ravenswood Chicago, IL 60660 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$6,644.00
Estimated/Paid:	Estimated
Name:	Silky Windows
Anticipated/ Retained:	Retained
Business Address:	3425 Kings Road Apartment 309 Steger, IL 60475 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$6,000.00
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V,
d. have not, within a five year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of:

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 09/05/2012
Ms. Kimberly Bares
Executive Director

DevCorp North dba Rogers Park Business Alliance

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 99760
Certificate Printed on: 09/05/2012

Date of This Filing: 09/05/2012 02:51 PM
Original Filing Date: 09/05/2012 02:51 PM

Disclosing Party: DevCorp North dba Rogers Park Business Alliance
Filed by: Ms. Kimberly Bares

Title: Executive Director

Matter: To allow DevCorp North dba Rogers Park Business Alliance to enter into a contract with BED to provide services in SSA #19 and to request a levy for SSA#19 2013 budget
Applicant: DevCorp North dba Rogers Park Business Alliance
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 19)

Special Service Area No. 19.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.: CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 19)

Special Service Area No. 19.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages

have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 19)

Prevailing Wages.
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Cook County Prevailing Wage For
September 2012.

Trade Name	RG	TYP	C	Base	FRNGS	*M-F>8	OSA	OSH	H/W	Pens.	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.62	10.[illegible]	0.000	0.720
BOILERMAKER		BLD		43.450	47.300	2.0	2.0	2.0	0.970	14.69	0.000	0.350
BRICK MASON		BLD		40.680	44.250	1.5	1.5	2.0	9.550	[illegible].60	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.950	0.000	0.610
COMM. DIVER		BLD		37.500	40.150	1.5	1.5	2.0	0.420	9.960	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	46.350	1.5	1.5	2.0	10.36	13.50	0.000	0.450
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.54	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	46.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.17	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.650	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.62	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	1.5	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.62	11.44	0.000	0.720
IRON WORKER		ALL		40.950	42.750	2.0	2.0	2.0	13.90	19.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.[illegible]9	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.250	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.800	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	50.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150

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Prevailing Wages.
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Cook County Prevailing Wage For
September 2012.

OPERATING ENGINEER		HWY	3	44.300	47.300	1.5	1.5	2.0	15.70	9.45	1.900	1.250
OPERATING ENGINEER		HWY	4	39.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	0.00	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.70	12.55	1.900	1.250
ORNAMENTAL IRON WORKER		ALL		40.800	43.300	2.0	2.0	2.0	12.96	15.44	0.000	0.500
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.450	13.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	7.310	0.000	0.000
PILEDRIVER		ALL		41.525	43.525	1.5	1.5	2.0	15.19	11.35	0.000	0.550
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.97	0.000	1.850
PLASTERER		BLD		40.950	42.670	1.5	1.5	2.0	11.85	10.94	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	1.59	9.065	0.000	0.700
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.080	6.270	0.000	0.430
SHEETMETAL WORKER		BLD		40.610	44.070	1.5	1.5	2.0	10.12	12.79	0.000	0.670
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.960	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.36	19.69	0.000	0.350
STONE MASON		BLD		40.660	44.750	1.5	1.5	2.0	9.550	17.09	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.329	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.800	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.100	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.100	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	0.160	10.82	0.000	0.960

Legend: PG (Region)
TYP (Trade Type - A.I.(Highway Building) Heating, Oil & Chip Pavers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M Fee (OT required for any hour greater than 8 worked each day, Mon through Fri
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pension (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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Explanations.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preperation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations. Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

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Explanations.

holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sardonyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto [requires Two Engineers]; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

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type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; AMG Paver; Backhoes with Caisson Attachment; Ballast

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Explanations.

Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Cretec Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling, Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Ragiund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compector, etc.; Tug Boats.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 19)

Prevailing Wages.
(Page 8 of 10)

Explanations.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame, Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractairo; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

(Sub)Exhibit 5.
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Explanations.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Bug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Bug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

(Sub)Exhibit 5.
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Explanations.

Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area No. 19)

Contractor's Performance And Payment Bond.

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ _____ _____and Specification No. _____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original, provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended, provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120)) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved_____, 20___

_____ (Seal)

_____ _____ (Seal)

Purchasing Agent

_____ (Seal)

_____ (Seal)

Approved as to form and legality:

_____ (Seal)

_____ _____ (Seal)

Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I _____ a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ President and _____ Secretary of the _____ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20 _____

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____ a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ _____ of the _____ who personally known to be the same person _____ whose name _____ subscribed in the foregoing instrument as such _____ appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20 _____

_____
Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____ a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ who _____ personally known to me to be the same persons whose name _____ subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument of writing as _____ his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20 _____

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 19)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 19)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

    b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

    c. Qualifications of the CPA Firm.

    d. Qualifications of the audit team.

    e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

    a. Proposals should be evaluated as submitted.

    b. Make a list of strengths and weaknesses for each to support its technical rating.

    c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

    d. Ask questions of the bidders to eliminate any ambiguities.

    e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

    a. Audit scope, objectives and purposes.

    b. Deadlines for the work to be performed.

    c. Audit fees.

    d. Report format, including providing a PDF digital version of the final audit.

    e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance, 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 19)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and sub-contractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a find and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 23.

[O2012-6069]

The Committee on Finance submitted the following report:

CHICAGO. October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of 2013 budget, and the approval of the service provider agreement for Special Service Area Number 23, amount to be levied: $489,835, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l)

and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5. et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Code"); and

WHEREAS, On December 4, 2002, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 23 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in 2002 through and including 2011 (the "Original Services Tax"), in an amount not to exceed an annual rate of 0.175 percent of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, On November 12, 2008, the City Council enacted an ordinance (the "Establishment Ordinance") which reestablished an area known and designated as City of Chicago Special Service Area Number 23 (the "Area") with reconstituted boundaries, terminated the authorization to levy the Initial Services Tax, and authorized the levy of an annual tax, for the period beginning in tax year 2008 through and including tax year 2022, not to exceed an annual rate of 0.309 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of Clark Street north of Orleans Street to the south side of Diversey Parkway; Diversey Parkway, from Lakeview Avenue to Orchard Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of Clark Street-Lincoln Park Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City of Chicago and the Service Provider for the provision of the Special Services to the Area, and a line item budget to be included in the agreement between the City of Chicago and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing on January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Clark Street-Lincoln Park Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$618,423
TOTAL BUDGET REQUEST:	$618,423
Source Of Funding:	
Tax levy at an annual rate not to exceed 0.309% of the equalized assessed value, of the taxable property within Special Service Area Number 23	$489,835
Carryover funds currently available from previous tax years	$105,405

	Expenditures
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 23,183

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions pf the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $489,835 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Lincoln Park Chamber of Commerce, Inc., an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 23
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
Lincoln Park Chamber Of Commerce, Inc.
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 23 is entered into on _____, 2013 by and between Lincoln Park Chamber of Commerce, Inc., an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 23" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .309% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on December 12, 2008, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment

Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5-1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not

limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will

notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for

herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such

work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 2013 and December 31, 2013 is the sum of (a) $489,835 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $105,405 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $23,183; the maximum compensation that the Contractor may be paid under this Agreement between January 2013 and December 31, 2013, therefore, shall not exceed $618,423.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $618,423, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") at a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent, that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the **"Shakman Accord"**) and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the

Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief

Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Special Service Area #23 Commission 1925 N. Clybourn, Suite 301 Chicago, Illinois 60614
	Department of Housing and Economic Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	Lincoln Park Chamber of Commerce, Inc 1925 N. Clybourn, Suite 301 Chicago, Illinois 60614 Attention: Mr. James Loren Dinneen

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the

City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Housing and Economic Development
as of _____, 20__

CONTRACTOR
By: _____
Its: _____
Attested By:
Its: _____

State of
County of

This instrument was acknowledged before me on _____ (date) by (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 23 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 23)

Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

Clark Street SSA #23

Service Provider Agency: Lincoln Park Chamber of Commerce

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	=	2013 Budget
1.00 Advertising & Promotion	$ 82,956	+	$ 71,644	+	$ -	=	$ 154,600
2.00 Public Way Maintenance	$ 85,179	+	$ 28,821	+	$ -	=	$ 114,000
3.00 Public Way Aesthetics	$ 104,000	+	$ -	+	$ -	=	$ 104,000
4.00 Tenant Retention/Attraction	$ 3,500	+	$ -	+	$ -	=	$ 3,500
5.00 Façade Improvements	$ 65,060	+	$ 4,940	+	$ -	=	$ 70,000
10.00 Personnel	$ 105,405	+	$ -	+	$ -	=	$ 105,405
11.00 Admin Non-Personnel	$ 23,735	+	$ -	+	$ -	=	$ 23,735
12.00 Loss Collection: 4.1%	$ 20,000	+	$ -	+	$ -	=	$ 20,000
13.00 Late Collections and Interest Income Thereon		+		+	$ 23,183	=	$ 23,183
GRAND TOTAL	$ 489,835	+	$ 105,405	+	$ 23,183	=	$ 618,423

2013 Budget	$ 618,423

LEVY ANALYSIS		
1	Estimated 2011 EAV	$160,121,275
2	Authorized Tax Rate Cap	0.309%
3	Estimated 2012 Levy	$489,835
4	Estimated Tax Rate to Generate 2012 Levy (EAV x Est 2012 Levy = Est Tax Rate)	0.306%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
4.00 Tenant Retention/Attraction
5.00 Façade Improvements

2013 BUDGET & SERVICES - SIGNATURE PAGE

Clark Street SSA #23

Budget & Services Period: January 1, 2013 to December 31, 2013

The 2013 Budget & Services were approved by the SSA Commission

Bruce Langnecker 7/26/12

SSA Chairperson Signature SSA Chairperson Printed Name Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 23)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS.

Lincoln Park Chamber of Commerce, Inc.

Enter d/b/a if applicable.

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1925 N. Clybourn, Ste. 301
Chicago, IL 60614
United States

C. Telephone:

773-880-5200

Fax:

Email:

kim@lincolnparkchamber.com

D. Name of contact person:

Kim Schilf

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow the Lincoln Park Chamber of Commerce to enter into a contract with HSD to provide services in the SSA#23 district, and to request a levy in the SSA#23 2013 budget

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1 a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers

Officer/Director:	Ms. Kim Bobilf
Title:	President and CEO
Role:	Both
Officer/Director:	Ms. Christine Ramsey
Title:	Chairman of the Board
Role:	Both
Officer/Director:	Ms. Colette Rodon Hornof
Title:	Board Member at Large
Role:	Director
Officer/Director:	Ms. Rickey Gold
Title:	Board Member
Role:	Director
Officer/Director:	Ms. Melissa Cherry
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Patrick Karpowicz
Title:	Secretary/Treasurer
Role:	Both
Officer/Director:	Mr. Jim Kelly
Title:	Board Member
Role:	Director
Officer/Director:	Ms. Erika Kohler
Title:	Chair of Internal Affairs
Role:	Both
Officer/Director:	Ms. Beth Kraswewski
Title:	Board Member
Role:	Director

Officer/Director:	Mr. Christopher Matern
Title:	Board Member
Role:	Director
Officer/Director:	Ms. Carrie McAtee Fountain
Title:	Chair of External Affairs
Role:	Both
Officer/Director:	Mr. David Schmitz
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Henson Robinson
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Ken Labok
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Jim Pomposelli
Title:	Board Member
Role:	Director
Officer/Director:	Ms. Jill Valentine
Title:	Board Member
Role:	Director
Officer/Director:	Ms. Brittany Keller
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Jeff Lawler
Title:	Board Member
Role:	Director
Officer/Director:	Mr. John McLean
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Eric Stern
Title:	Board Member
Role:	Director

Officer/Director:	Mr. Jon Stroustr
Title:	Board Member
Role:	Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Chemsolv
Anticipated/ Retained:	Anticipated
Business Address:	247 S. Doepleman Chicago, IL 60607 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$54,000.00
Estimated/Paid:	Estimated

Name:	PWS Environmental Inc.
Anticipated/ Retained:	Anticipated
Business Address:	1615 S. 55th Ave. Cicero, IL 60804 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$20,000.00
Estimated/Paid:	Estimated

Name:	Brickman
Anticipated/ Retained:	Retained
Business Address:	3400 N. Avondale Ave. Chicago, IL 60618 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$111,000.00
Estimated/Paid:	Estimated

Name:	Folgers Flag & Decorating, Inc.
Anticipated/ Retained:	Anticipated
Business Address:	2748 W. York Street Blue Island, IL 60406 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$10,500.00
Estimated/Paid:	Estimated

Name:	Ostrow, Kejsin, Berk & Abrams, LTD.
Anticipated/ Retained:	Anticipated
Business Address:	455 N. Cityfront Plaza Dr. Suite 1500 Chicago, IL 60611-5313 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$3,250.00
Estimated/Paid:	Estimated

Name:	Big Buzz Idea Group
Anticipated/ Retained:	Anticipated
Business Address:	3332 W. Foster Ave. Chicago, IL 60625 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	$50,000.00
Estimated/Paid:	Estimated

Name:	Artisan Etc.
Anticipated/ Retained:	
Business Address:	549 W. Surf #3 Chicago, IL 60657 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$15,000.00
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency, and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does *not* include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 09/07/2012
Kim Schilf
President and CEO
Lincoln Park Chamber of Commerce, Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing
(To Economic Disclosure Statement And Affidavit)

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 36355
Certificate Printed on: 09/07/2012

Date of This Filing: 09/07/2012 03:08 PM
Original Filing Date: 09/07/2012 03:08 PM

Disclosing Party: Lincoln Park Chamber of Commerce, Inc
Filed by: Kim Schatt

Title: President and CEO

Matter: To allow the Lincoln Park Chamber of Commerce to enter into a contract with HED to provide services in the SSA#23 district, and to request a levy in the SSA#23 2013 budget
Applicant: Lincoln Park Chamber of Commerce, Inc
Specification #
Contract #

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 23)

Special Service Area No. 23.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.: CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 23)

Special Service Area No. 23.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of

any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 23)

Prevailing Wages.
(Page 1 of 10)

Cook County Prevailing Wage For
September 2012.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.76	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		37.850	0.000	1.5	1.5	2.0	10.62	10.06	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	11.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	5.650	12.10	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	10.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	10.21	11.45	0.000	0.320
CERAMIC TILE FINISHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.410
COMM ELECT		BLD		37.500	40.100	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		48.350	48.350	1.5	1.5	2.0	10.39	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.39	13.50	0.000	0.430
ELECTRICIAN		ALL		47.000	44.800	1.5	1.5	2.0	12.83	13.01	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.91	2.930	0.600
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.90	14.70	0.000	0.840
HEAT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.80	0.000	0.770
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.39	0.000	0.350
LABORER		ALL		36.700	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	10.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.020
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	10.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	45.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	46.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 23)

Prevailing Wages.
(Page 2 of 10)

Cook County Prevailing Wage For
September 2012.

OPERATING ENGINEER		FLT	4	44.000	51.300	1.5	1.5	2.0	11.770	8.000	1.000	1.250
OPERATING ENGINEER		FLT	5	46.500	51.300	1.5	1.5	2.0	11.770	8.000	1.000	1.250
OPERATING ENGINEER		HWY	1	44.300	47.300	1.5	1.5	2.0	15.770	10.550	1.900	1.250
OPERATING ENGINEER		HWY	2	45.300	47.300	1.5	1.5	2.0	15.770	10.550	1.900	1.250
OPERATING ENGINEER		HWY	3	46.300	47.300	1.5	1.5	2.0	15.770	10.550	1.900	1.250
OPERATING ENGINEER		HWY	4	46.300	47.300	1.5	1.5	2.0	15.770	10.550	1.900	1.250
OPERATING ENGINEER		HWY	5	46.100	47.300	1.5	1.5	2.0	15.770	10.550	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.770	10.550	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.770	10.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.600	43.500	2.0	2.0	2.0	12.86	15.61	0.000	0.500
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.470
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		41.620	43.520	1.5	1.5	2.0	13.10	13.77	0.000	0.530
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.920
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.65	10.96	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.080	8.720	0.000	0.630
SHEETMETAL WORKER		BLD		40.810	44.070	1.5	1.5	2.0	10 13	11 79	0.000	0.630
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER		BLD		49.700	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.550
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	17.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1 5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.650	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.97	0.000	0.940

Legend: PG (Region)
TYP (Trade Type - ALL, Highway, Building, Heavy, Res, Spec, Rivers)
C (Class)
Base (Base Wage Rate)
FRMN (Foreman Rate)
M-F/8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pens (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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Explanations.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall till all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

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holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

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type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gracall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast

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Explanations.

Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or Over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and Machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2 man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

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Trucks: Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic-Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area No. 23)

Contractor's Performance And Payment Bond.

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. ___ ___ ___ ____ and Specification No. ___ ___ ____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to or death of any person or damage to any real or personal property arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original, provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved: _____ 20__

_____ (Seal)

_____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to form and legality:

_____ (Seal)

_____ (Seal)

Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of the _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, President and _____, Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20__

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ of the _____ who _____ personally known to be the same person _____ whose name _____ subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20__

_____
Notary Public

PRINCIPAL, IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ who _____ personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 23)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this _____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 23)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    J. The audit fee.

4. Evaluate the proposals based on:

   a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the CPA Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a PDF digital version of the final audit.

   e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance; 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 23)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7 The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8 This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall consfitute a find and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A"

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19 All parties represent that they have the full legal authority to enter into this Agreement

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

_____

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 24.
[O2012-6100]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2013 budget, and the approval of the service provider agreement for Special Service Area Number 24, amount to be levied: $318,090, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 24 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2003 through and including tax year 2012, not to exceed an annual rate of sixty one-hundredths of one percent (0.60%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting of Morse Avenue, from Clark Street to Sheridan Road; on Clark Street, from Wallen Avenue to Birchwood Avenue; and on Glenwood Avenue, from Lunt Avenue to Farwell Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Clark Street Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of the Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services, and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Clark Street Special Service Area Commission

Special Service Area Budget.

For a term beginning as of January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$372,685
TOTAL BUDGET REQUEST:	$372,685
Source Of Funding	
Tax levy at an annual rate not to exceed sixty one-hundredths of one percent (0.60%) of the equalized assessed value of taxable property within Special Service Area Number 24	$318,090
Carryover funds currently available from previous tax years	$ 35,623
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 18,972

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of $318.090 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with DevCorp North, doing business as Rogers Park Business Alliance, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 24
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
DevCorp North, D.B.A. Rogers Park Business Alliance
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 24 is entered into on _____, 2013 by and between DevCorp North d/b/a Rogers Park Business Alliance, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 24" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .60% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on December 17, 2003, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the

SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and

wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991,

P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein,

or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole

discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City

property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $318,090 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $35,623 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $18,972; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $372,685.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $372,685, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____, and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago, that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the

Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the **"Shakman Accord"**) and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political

organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with

the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with

Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. I, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa.

unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent

("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the

Municipal Code of Chicago: (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Special Service Area #24 Commission
1448 W. Morse
Chicago, Illinois 60626

Department of Housing and Economic Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	DevCorp North d/b/a Rogers Park Business Alliance 1448 W. Morse Chicago, Illinois 60626 Attention: Kimberly Bares

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("**PLA**") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____ -- _____

SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Housing and Economic Development
as of _____, 20__

CONTRACTOR
By: _____
Its:
Attested By: _____
Its: _____

State of
County of

This instrument was acknowledged before me on _____ (date) by (name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 24 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 24)

Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

SCHEDULE A: 2013 SSA BUDGET & SERVICES SUMMARY

City of Chicago, Department of Housing and Economic Development

SSA #24 Clark/Morse/Glenwood

Service Provider Agency: Rogers Park Business Alliance

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+ Carry Over	+ Late Collections and Interest Income Thereon	= 2013 Budget
1.00 Advertising & Promotion	$ [illegible]	+ $ [illegible]	+ $	= $ [illegible]
2.00 Public Way Maintenance	$ [illegible]	+ $	+ $	= $ [illegible]
3.00 Public Way Additions	$ [illegible]	+ $ [illegible]	+ $	= $ [illegible]
5.00 Physical Improvements/Acquisition	$ [illegible]	+ $	+ $	= $ [illegible]
5.00 Public Improvements	$ [illegible]	+ $	+ $	= $ [illegible]
6.00 Parking/Transportation/Accessibility	$ [illegible]	+ $	+ $	= $ [illegible]
7.00 Safety Programs	$ [illegible]	+ $	+ $	= $ [illegible]
8.00 District Planning	$ [illegible]	+ $	+ $	= $ [illegible]
10.00 Personnel	$ [illegible]	+ $	+ $	= $ [illegible]
11.00 Admin Non-Personnel	$ [illegible]	+ $	+ $	= $ [illegible]
12.00 Loss Collection: 0.0%	$	+ $	+ $	= $
13.00 Late Collections and Interest Income Thereon	$	+ $	+ $ [illegible]	= $ [illegible]
GRAND TOTAL	$ 318,090	+ $ 25,624	+ $ 18,972	= $ 372,686

2013 Budget	$ [illegible]

LEVY ANALYSIS	
1 Estimated 2011 EAV	$[illegible]
2 Allowed Tax Rate Cap	9.000%
3 Estimated 2012 Levy	$318,090
4 Equivalent Tax Rate for Estimated 2012 Levy / EAV (3 / 1 = 4 Levy + Est. Tax Rate)	[illegible]%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Additions
5.00 Physical Improvements/Acquisition
5.00 Public Improvements
6.00 Parking/Transportation/Accessibility
7.00 Safety Programs
8.00 District Planning

2013 BUDGET & SERVICES - SIGNATURE PAGE

SSA #24 Clark/Morse/Glenwood

Budget & Services Period: January 1, 2013 to December 31, 2013

The 2013 Budget & Services were approved by the SSA Commission

[illegible] Alma Herrera 8/16/2012

SSA Chairperson Signature SSA Chairperson Printed Name Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 24)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION 1 -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

DevCorp North dba Rogers Park Business Alliance

Enter d/b/a if applicable:

Rogers Park Business Alliance

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1448 W. Morse
Chicago, IL 60626
United States

C. Telephone:

773-508-5885

Fax:

(773) 508-9488

Email:

kbares@rogers-park.com

D. Name of contact person.

Ms. Kimberly Bares

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

to allow DevCorp North dba Rogers Park Business Alliance to enter into a contract with HED to provide services in SSA #24 and to request a levy for SSA#24 2013 budget

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Ms. Dorothy Gregory
Title:	Director
Role:	Director
Officer/Director:	Ms. Summur Roberts
Title:	President
Role:	Both
Officer/Director:	Mr. Bob Fields
Title:	2nd Vice President
Role:	Both
Officer/Director:	Ms. Elizabeth Demes
Title:	1st Vice President
Role:	Both
Officer/Director:	Mr. Thomas FitzGibbon
Title:	Treasurer
Role:	Both
Officer/Director:	Ms. Mary Bao
Title:	Director
Role:	Director
Officer/Director:	Ms. Mina Cardenas
Title:	Director
Role:	Director
Officer/Director:	Ms. Denise DeBelle
Title:	Director
Role:	Director
Officer/Director:	Mr. Raphael Macias
Title:	Director

Role:	Director
Officer/Director:	Mr. Jim McHale
Title:	Secretary
Role:	Both
Officer/Director:	Mr. Rich Aronson
Title:	Director
Role:	Director
Officer/Director:	Mr. John (Jack) Swenson
Title:	Director
Role:	Director
Officer/Director:	Ms. Kimberly Bares
Title:	Executive Director
Role:	Both
Officer/Director:	Ms. Dena Al-Khatib
Title:	Director
Role:	Director
Officer/Director:	Mr. David Loggins
Title:	Director
Role:	Director
Officer/Director:	Mr. Anthony Masok
Title:	Director
Role:	Director
Officer/Director:	Ms. Leila Shekarkhar
Title:	Director
Role:	Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

NO

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Acciari, Levy & Rabine
Anticipated/ Retained:	Retained
Business Address:	4709 Golf Rd. Skokie, IL 60007 United States
Relationship:	Accountant
Fees ($$ or %):	$8,725.00

Estimated/Paid:	Estimated
Name:	Armando Mejas
Anticipated/ Retained:	Retained
Business Address:	1635 W. Morse Ave Chicago, IL 60626 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$2,000.00
Estimated/Paid:	Estimated
Name:	Bravos & Assoc.
Anticipated/ Retained:	Retained
Business Address:	324 Ridgewood Dr. Bloomingdale, IL 60108 United States
Relationship:	Accountant
Fees ($$ or %):	$2,500.00
Estimated/Paid:	Estimated
Name:	Cleanstreet
Anticipated/ Retained:	Retained
Business Address:	3501 W. Fillmore Chicago, IL 60624 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$16,000.00
Estimated/Paid:	Estimated
Name:	Eprocess Solutions
Anticipated/ Retained:	Retained
Business Address:	2944 N. Broadway Chicago, IL 60657 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$3,500.00

Estimated/Paid:	Estimated
Name:	Folgers Flag & Decorating
Anticipated/ Retained:	Retained
Business Address:	2748 York St. Blue Island, IL 60406 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$2,000.00
Estimated/Paid:	Estimated
Name:	LBO Studio, LLC
Anticipated/ Retained:	Retained
Business Address:	4253 N. Melrose St. Chicago, IL 60641 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$945.00
Estimated/Paid:	Estimated
Name:	Mision Cristiana
Anticipated/ Retained:	Retained
Business Address:	1615 W. Morse Ave Chicago, IL 60626 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$8,000.00
Estimated/Paid:	Estimated
Name:	Patch Landscpaing & Snow Removal
Anticipated/ Retained:	Retained
Business Address:	6107 N. Ravenswood Chicago, IL 60660 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$11,065.00

Estimated/Paid:	Estimated
Name:	Mix Master
Anticipated/ Retained:	Retained
Business Address:	911 Ashland Ave. Evanston, IL, IL 60202 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$11,350.00
Estimated/Paid:	Estimated
Name:	Silky Windows
Anticipated/ Retained:	Retained
Business Address:	3425 Kings Road Apartment 309 Steger, IL 60475 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$5,000.00
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property,
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article 1 of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 09/05/2012
Ms. Kimberly Bares
Executive Director
DevCorp North dba Rogers Park Business Alliance

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

EDS Number: 36261
Certificate Printed on: 09/05/2012

Disclosing Party: DevCorp North dba Rogers Park Business Alliance
Filed by: Ms. Kimberly Bares

Matter: to allow DevCorp North dba Rogers Park Business Alliance to enter into a contract with HED to provide services in SSA #24 and to request a levy for SSA#24 2013 budget
Applicant: DevCorp North dba Rogers Park Business Alliance
Specification #:
Contract #:

Date of This Filing:09/05/2012 03:06 PM
Original Filing Date:09/05/2012 03:06 PM

Title:Executive Director

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 24)

Special Service Area No. 24.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.; CPA's, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 24)

Special Service Area No. 24.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of

any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 24)

Prevailing Wages.
(Page 1 of 10)

Cook County Prevailing Wage For
September 2012.

Trade Name	RG	TYP	C	Base	FRNGS	*H	FICA	OSA	OSB	H/W	Pens.	Vac	Trng
ASBESTOS ABT GEN		ALL		36.200	36.700	1.5	1.5	2.0	10.98	9.020	0.000	0.500	
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720	
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350	
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.60	0.000	0.970	
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	11.19	11.75	0.000	0.530	
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.520	
CERAMIC TILE FINISHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610	
COMM ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700	
ELECTRIC PWR EQMT OP		ALL		42.350	46.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430	
ELECTRIC PWR GRNDMAN		ALL		33.810	46.350	1.5	1.5	2.0	8.090	10.33	0.000	0.430	
ELECTRIC PWR LINEMAN		ALL		43.350	46.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430	
ELECTRICIAN		ALL		42.000	44.000	1.5	1.5	2.0	12.85	14.07	0.000	0.750	
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.08	11.96	2.910	0.000	
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	10.61	10.10	0.000	0.250	
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840	
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720	
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	11.20	10.04	0.000	0.550	
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	10.78	9.020	0.000	0.500	
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	11.19	11.75	0.000	0.530	
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000	
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620	
MARBLE MASON		BLD		39.800	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730	
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500	
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500	
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	11.19	11.75	0.000	0.530	
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150	
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150	

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Cook County Prevailing Wage For
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OPERATING ENGINEER		HWY	2	46.350	51.350	1.5	1.5	2.0	13.70	8.500	0.000	0.750
OPERATING ENGINEER		HWY	3	46.050	51.350	1.5	1.5	2.0	13.70	8.500	0.000	0.750
OPERATING ENGINEER		HWY	1	45.900	51.200	1.5	1.5	2.0	13.70	8.350	0.000	0.750
OPERATING ENGINEER		HWY	2	42.750	47.400	1.5	1.5	2.0	13.70	10.550	0.000	0.750
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	13.70	10.450	0.000	0.750
OPERATING ENGINEER		HWY	4	39.350	47.300	1.5	1.5	2.0	13.70	10.450	0.000	0.750
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	13.70	10.450	0.000	0.750
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	13.70	10.450	0.000	0.750
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	13.70	10.450	0.000	0.750
ORNAMENTAL IRON WORKER		ALL		40.800	43.300	2.0	2.0	2.0	13.86	9.850	0.000	0.500
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.150	11.150	0.000	0.750
PAINTER SIGNS		BLD		33.970	38.090	1.5	1.5	1.5	2.600	2.750	0.000	0.000
PILEDRIVER		ALL		43.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.540
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	14.85	0.000	1.550
PLASTERER		BLD		40.250	42.070	1.5	1.5	2.0	10.85	10.85	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.09	9.060	0.000	1.760
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	6.080	8.220	0.000	0.630
SHEETMETAL WORKER		BLD		40.610	44.070	1.5	1.5	2.0	10.13	13.79	0.000	0.630
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.930	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	5.200	0.000	1.450
STEEL ERECTOR		ALL		40.750	43.750	2.0	2.0	2.0	13.20	29.09	0.000	0.550
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.950	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	F	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	F	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	F	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	F	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.150	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.80	0.000	0.940

Legend: RG (Region)
TYP (Trade Type - ALL,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMN (Foreman Rate)
M-SUN (OT required for any hour greater than 8 worked each day, Mon through Fri)
SAT (Overtime (OT) is required for every hour worked on Saturday)
SUN (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pens (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IBPI.

TRUCK DRIVERS (WEST) That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic tile finishers shall fill all joints and voids regardless of texture on all tile work, particularly and especially after installation of base tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all drug compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, blending equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble.

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holding water on diamond or Carborundum blade or saw for setters cutting, use of rub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of setting plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanicanyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt out in plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1 Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Mix Plant; Combination Back Hoe Front End Loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver over 27S cu. ft; Concrete Paver 27S cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (CC) and similar Type; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

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type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Drum; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Mato Patrol; Lubrication Technician; Mechanical Tamper; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine, Pump Crete, Self Ram Pump Creter; Squeeze Crete Screw Type Pumps, Cypsum Putzer and Pump; Raised and Blind Hole Drill; Rotomill Grinder; Scoops - Tractor Drawn; Slip Form Paver; Straddle Buggies; Trenchless Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2 1/4 yd.; Hoists, Automatic; Hoists, Inside Elevator; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" () to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines 12 through 5; Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcat and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarifier; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast

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Regulator, Belt Loader; Caisson Rigs; Car Dumper; Central Mix Plant; Combination Backhoe Front Endloader Machine, 1 cu. yd. Backhoe Bucket or Over or with Attachments); Concrete Breaker (Track Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Pump Truck; Concrete Tube Float; Crane, all attachments, Cranes, Tower Cranes of all types; Crane Crawler Cranes, Steel, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowel Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgraders; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Crete Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Rote Fill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft.; Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Wiggler (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine, Concrete Wheel Saw; Conveyor Muck Cars (Rugiund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self Loading Ejection Dump; Pump Crete; Squeeze Crete Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tenders; Compressor, Common Receiver (s); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks, Grouting Machines; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Diggers; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Snow and Straw Blowers; Steam Generators; Stump Machines; Winch Trucks with "A" Frame; Work Boats; Tamper Form Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-blaster; Light Plants, All (1 through 5); Pumps, over 2" (1 to 3 not to exceed a total of 300 ft.), Pumps, Well Points; Tractors; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders.

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; 40 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Mechanicryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER:

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Mosaic, and Terrazzo Mechanics.

TRAFFIC CONTROL:

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2 man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self propelled Chip Spreaders; Skipman Slurry Trucks, 2 man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpmen; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Rug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Rug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

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Trucks: Mixer Trucks 3 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1 man operation; Winch trucks, 3 axles or more; Mechanic; Crane Welder and Truck Painter.

Class 4. Six axle trucks; Dual purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work.

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination. Such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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Contractor's Performance And Payment Bond.

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended, provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved _____, 20____

_____ (Seal)

_____ (Seal)

Purchasing Agent

_____ (Seal)

_____ (Seal)

Approved as to form and legality:

_____ (Seal)

Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of the _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20__

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ of the _____ who _____ personally known to be the same person _____ whose name _____ subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20__

_____
Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____

who _____ personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20__

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 24)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 24)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

    b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

    c. Qualifications of the CPA Firm.

    d. Qualifications of the audit team.

    e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

    a. Proposals should be evaluated as submitted.

    b. Make a list of strengths and weaknesses for each to support its technical rating.

    c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

    d. Ask questions of the bidders to eliminate any ambiguities.

    e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

    a. Audit scope, objectives and purposes.

    b. Deadlines for the work to be performed.

    c. Audit fees.

    d. Report format, including providing a PDF digital version of the final audit.

    e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance, 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 24)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18 This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 33 AND AMENDMENT OF 2012 APPROPRIATION, TAX LEVY AND SERVICE PROVIDER AGREEMENT ORDINANCE.

[O2012-6114]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2013 budget, the approval of the 2013 Service Provider Agreement for Special Service Area Number 33 and the amendment of the 2012 Appropriation, Levy and Service Provider Agreement ordinance for Special Service Area Number 33, amount to be levied: $1,154,633, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 7, 2005, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 33 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2005 through and including tax year 2014, not to exceed an annual rate of three hundred four thousandths of a percent (0.304%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as the territory approximately consisting of North Ashland Avenue, from West Division Street to the Kennedy Expressway; North Damen Avenue, from West Schiller Street to the Kennedy Expressway; North Western Avenue, from West Division Street to West Fullerton Avenue; West Division Street, from North Western Avenue to the Kennedy Expressway; and West North Avenue, from North Western Avenue to North Noble Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention/recruitment initiatives, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Wicker Park and Bucktown Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and

the Service Provider for the provision of the Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; now, therefore,

WHEREAS, On November 2, 2011 the City Council enacted an ordinance (the "2012 Appropriation, Levy, and Agreement Ordinance"), among other things, appropriating the sums necessary to provide the Special Services in and for the Area for 2012, levying the Services Tax for the tax year 2011, and authorizing an agreement (in substantially the form attached as Exhibit A to the 2012 Appropriation, Levy, and Agreement Ordinance) with The Wicker Park and Bucktown Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider (the "2012 Service Provider"), for the provision of the Special Services in 2012; and

WHEREAS, Pursuant to the 2012 Appropriation, Levy, and Agreement Ordinance the City and the 2012 Service Provider entered into a service provider agreement (the "2012 Service Provider Agreement"); and

WHEREAS, The City desires to increase the budget for Special Services in the Area in 2012 by $385,950; and

WHEREAS, The City therefore desires to amend both the 2012 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the Service Provider Agreement, pursuant to an amendment in substantially the form attached hereto as Exhibit B; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Wicker Park Chamber Of Commerce Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$1,274,400
TOTAL BUDGET REQUEST:	$1,274,400
Source Of Funding	
Tax levy at an annual rate not to exceed an annual rate of three hundred four thousandths of a percent (0.304%) of the equalized assessed value of the taxable property within Special Service Area Number 33	$1,154,633
Carryover funds currently available from prior tax years	$ 60,500
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 59,267

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $1,154,633 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with The Wicker Park and Bucktown Chamber of Commerce, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement") and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Amendment Of 2012 Appropriation, Levy, And Agreement Ordinance. Section 2 of the 2012 Appropriation, Levy, and Agreement Ordinance is hereby amended by deleting the language indicated by strikeout and adding the underlined language, as follows:

"Section 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Wicker Park Chamber Of Commerce Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2012 and ending December 31, 2012.

	Expenditures	
Service Provider Agreement for the provision of Special Services	~~$1,263,835~~	$1,649,785
TOTAL BUDGET REQUEST:	~~$1,263,835~~	$1,649,785

Source Of Funding

Tax levy at an annual rate not to exceed an annual rate of three hundred four thousandths of a percent (0.304%) of the equalized assessed value of the taxable property within Special Service Area Number 33	$1,185,335

	Expenditures	
Carryover funds currently available from ~~previous~~ prior tax years	~~$70,500~~	$ 407,775
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2010		$ 56,675"

SECTION 7. Amendment To 2012 Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an amendment to the 2012 Service Provider Agreement in substantially the form attached hereto as Exhibit B and hereby made a part hereof (the "2012 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2012 Service Provider Agreement Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the 2012 Service Provider Agreement Amendment.

SECTION 8. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 9. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance to the extent of such conflict.

SECTION 10. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 11. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 33
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
The Wicker Park And Bucktown Chamber Of Commerce
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 33 is entered into on _____, 2013 by and between The Wicker Park & Bucktown Chamber of Commerce, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 33" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .304% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement, and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows.

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"Construction" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development

"**Establishment Ordinance**" means the ordinance enacted by City Council on December 7, 2005, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical

accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or

privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U S C. § 2000e et seq (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec Order No 12086, 43 Fed. Reg 46,501 (1978), Age Discrimination Act, 42 U S.C §§ 6101-6106 (1981), Age Discrimination in Employment Act, 29 U.S.C §§ 621-34; Rehabilitation Act of 1973, 29 U S C §§ 793 794 (1981), Americans with Disabilities Act, 42 U.S.C. §12101 et seq ; 41 C.F.R. Part 60 et seq (1990); and all other applicable federal statutes, regulations and other laws

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 IL CS 10/0.01 et seq.(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B For purposes of this Section 3.06,

"**City Indemnitees**" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"**Losses**" means, individually and collectively, all kinds of liabilities, losses, suits claims, damages, judgments, fines and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"**Arising under this Agreement**" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code

D The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period,

the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows

A If the audit has revealed overcharges to the City representing less than 5% of the total value based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7 01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A Licenses and Permits

If the Contractor engages in Construction it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement

B Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $1,154, 633 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $60,500 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession, and (c) Late Collections in an amount not to exceed $59,267; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $1,274,400.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $1,274,400, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5 01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit

Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent, that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U S. Department of the Treasury or by the Bureau of Industry and Security of the U S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise

I. Contractor will abide by any policies promulgated by the Department or other City departments

J Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General Contractor understands and will abide by the terms of Section 2 154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23 030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not

less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations. If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under
Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion.

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion, however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way.
7-28-440 Dumping on real estate without permit
11-4-1410 Disposal in waters prohibited.
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue.
11-4-1500 Treatment and disposal of solid or liquid waste.
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements, and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations. Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order

(b) Contractor further acknowledges that any Agreement entered into negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland

In accordance with Section 2 92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to the following

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory,

(4) discontinuance of the Services for reasons within the Contractor's reasonable control

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City

C The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

F. The right to withhold all or any part of Contractor's compensation hereunder.

F The right to deem Contractor non-responsible in future contracts to be awarded by the City

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement

7.06 Early Termination

In addition to termination for default, the City may at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U S C §§ 793-94 In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. I, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to

comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or

to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago, (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Special Service Area #33 Commission
1414 N. Ashland Avenue
Chicago, Illinois 60622

Department of Housing and Economic Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: The Wicker Park & Bucktown Chamber of Commerce
1414 N. Ashland Avenue
Chicago, Illinois 60622
Attention: Mr. Adam Burck

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("**PLA**") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois

Recommended by

SSAC Chairperson

CITY OF CHICAGO

By
Commissioner, Department of
Housing and Economic Development
as of , 20

CONTRACTOR
By:

Its
Attested By
Its:

State of
County of

This instrument was acknowledged before me on (date) by (name/s of person/s) as (type of authority, e.g., officer, trustee, etc.) of
(name of party on behalf of whom instrument was executed)

(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 33 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 33)

Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

SSA #33 / WPB

Service Provider Agency: The Pocket Park Backlown Chamber of Commerce

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+	Carry Over*	+	Late Collections and Interest Income Thereon	=	2013 Budget
1.00 Advertising & Promotion	$ 153,000	+	$	+	$	=	$ 153,000
2.00 Public Way Maintenance	$ 319,000	+	$	+	$	=	$ 319,000
3.00 Public Way Aesthetics	$ 299,500	+	$ 45,000	+	$	=	$ 344,500
4.00 Tenant Retention/Attraction	$ 1,000	+	$	+	$	=	$ 1,000
5.00 Façade Improvements	$ 25,000	+	$ 5,000	+	$	=	$ 30,000
6.00 Parking/Trans/Accessibility	$ 15,000	+	$ 10,000	+	$	=	$ 25,000
7.00 Safety Programs	$ 4,500	+	$	+	$	=	$ 4,500
8.00 District Planning	$ 2,500	+	$	+	$	=	$ 2,500
10.00 Personnel	$ 187,400	+	$	+	$	=	$ 187,400
11.00 Admin Non-Personnel	$ 77,725	+	$ 500	+	$	=	$ 78,225
12.00 Loss Collections: 6.1%	$ 70,000	+	$	+	$	=	$ 70,000
13.00 Late Collections and Interest Income Thereon	$	+	$	-	$ 59,267	=	$ 59,267
GRAND TOTAL	$ 1,154,625	+	$ 60,500	+	$ 59,267	=	$ 1,274,400

2013 Budget	$ 1,274,400

LEVY ANALYSIS		
1	Estimated 2011 EAV	$37,0,014,071
2	Authorized Tax Rate Cap	0.334%
3	Estimated 2012 Levy	$1,154,600
4	Estimated Tax Rate to Generate 2012 Levy (LAV x Est 2012 Levy = Est. Tax Rate)	0.334%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
4.00 Tenant Retention/Attraction
5.00 Façade Improvements
6.00 Parking/Trans/Accessibility
7.00 Safety Programs
8.00 District Planning

2013 BUDGET & SERVICES - SIGNATURE PAGE

SSA #33 / WPB

Budget & Services Period: January 1, 2013 to December 31, 2013

The 2013 Budget & Services were approved by the SSA Commission.

David James Gingple DAVID JAMES GINGPLE 8/15/12

SSA Chairperson Signature SSA Chairperson Printed Name Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 33)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

The Wicker Park & Bucktown Chamber of Commerce

Enter d/b/a if applicable:

Wicker Park Bucktown Chamber of Commerce

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party.

1414 N Ashland Avenue
Chicago, IL 60622
United States

C. Telephone:

773 384-2672

Fax:

773-384 7525

Email:

adam@wickerparkbucktown.com

D Name of contact person:

Mr. Adam Burck

E. Federal Employer Identification No. (if you have one)

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains

To allow Wicker Park & Bucktown Chamber of Commerce to enter into a contract with HED to provide services in the SSA #33 district, and to request a levy for the SSA #33 2013 budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.2 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Mr. Al Spondel
Title:	Treasurer
Role:	Both
Officer/Director:	Ms. Stephanie Sack
Title:	Vice President
Role:	Both
Officer/Director:	Ms. Debbie Sharpe
Title:	Director
Role:	Director
Officer/Director:	Ms. Paige Ormond
Title:	Secretary
Role:	Both
Officer/Director:	Ms. Ann Nolan
Title:	Director
Role:	Director
Officer/Director:	Mr. Wayne Janik
Title:	Director
Role:	Director
Officer/Director:	Ms. Dina Petrakis
Title:	Director
Role:	Director
Officer/Director:	Ms. Melissa Daza Mondero
Title:	Director
Role:	Director
Officer/Director:	Mr. Joe Betancourt
Title:	Director

Role:	Director
Officer/Director:	Mr. Philip Lauria
Title:	President
Role:	Both
Officer/Director:	Ms. Michelle Gomez
Title:	Director
Role:	Director
Officer/Director:	Ms. Gina Ryan
Title:	Director
Role:	Director
Officer/Director:	Mr. Walter "Tre" Peckat
Title:	Director
Role:	Director
Officer/Director:	Mr. Jeremiah Taylor
Title:	Director
Role:	Director
Officer/Director:	Mr. Demetrius Simpson
Title:	Director
Role:	Director
Officer/Director:	Mr. Robert Gomez
Title:	Director
Role:	Director
Officer/Director:	Mr Adam Burck
Title:	Executive Director
Role:	Both

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	The ACT Group
Anticipated/ Retained:	Anticipated
Business Address:	6228 N. Broadway Chicago, IL 60660 United States
Relationship:	Accountant
Fees ($$ or %):	$5,000
Estimated/Paid:	Estimated

Name:	Cleanslate
Anticipated/ Retained:	Anticipated
Business Address:	1540 South Ashland Avenue Suite 105 Chicago, IL 60608 United States
Relationship:	Subcontractor non MWDBE
Fees ($$ or %):	$242,500
Estimated/Paid:	Estimated
Name:	Christy Weiber Landscapes
Anticipated/ Retained:	Anticipated
Business Address:	2900 W. Ferdinand Chicago, IL 60612 United States
Relationship:	Subcontractor MWDBE
Fees ($$ or %):	$57,500
Estimated/Paid:	Estimated
Name:	Bartlett Tree Experts
Anticipated/ Retained:	Anticipated
Business Address:	1960 Old Willow Road Northbrook, IL 60062 United States
Relationship:	Subcontractor non MWDBE
Fees ($$ or %):	$57,500
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default, and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter.

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago:

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership, all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership, all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company, (2) all principal officers of the Disclosing Party, and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head? No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 08/21/2012
Mr. Adam Burck
Executive Director
The Wicker Park & Bucktown Chamber of Commerce

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

EDS Number: 35081
Certificate Printed on: 09/07/2012

Disclosing Party: The Wicker Park & Bucktown Chamber of Commerce
Filed by: Mr. Adam Burck

Matter: To allow Wicker Park & Bucktown Chamber of Commerce to enter into a contract with HED to provide services in the SSA #33 district, and to request a levy for the SSA #33 2013 budget.
Applicant: The Wicker Park & Bucktown Chamber of Commerce
Specification #:
Contract #:

Date of This Filing:08/21/2012 03:35 PM
Original Filing Date:08/20/2012 04:48 PM

Title:Executive Director

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 33)

Special Service Area No. 33.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.: CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 33)

Special Service Area No. 33.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of

any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 33)

Prevailing Wages.
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Cook County Prevailing Wage For
September 2012.

Trade Name	RG	TYP	C	Base	FRMAN	*N-F>9	OSA	OSH	H/W	Pnsn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT MEC		BLD		37.350	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.725
BOILERMAKER		BLD		43.450	47.300	2.0	2.0	2.0	6.920	14.66	0.000	0.350
BRICK MASON		BLD		43.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.450	44.350	1.5	1.5	2.0	13.23	11.40	0.000	0.520
CERAMIC TILE FNSHER		BLD		34.740	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	8.560	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.300	46.350	1.5	1.5	2.0	10.46	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.900	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		38.740	38.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	14.30	19.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.650	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	13.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.300	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.200	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	46.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.300	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150

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Prevailing Wages.
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Cook County Prevailing Wage For
September 2012.

OPERATING ENGINEER		FLT	7	44.250	45.450	1.5	1.5	2.0	9.[illegible]	[illegible]	.000	.150
OPERATING ENGINEER		FLT	8	36.650	41.150	1.5	1.5	2.0	8.[illegible]	[illegible]	.000	.150
OPERATING ENGINEER		HWY	1	43.500	47.300	1.5	1.5	2.0	10.[illegible]	[illegible]	.000	.250
OPERATING ENGINEER		HWY	2	42.750	46.300	1.5	1.5	2.0	10.10	13.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.[illegible]	47.300	1.5	1.5	2.0	10.10	13.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.[illegible]30	47.300	1.5	1.5	2.0	10.10	13.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	10.10	13.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.[illegible]00	47.300	1.5	1.5	2.0	10.10	13.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	10.10	13.55	1.900	1.250
ORNAMENTAL IRON WORKER		ALL		40.900	43.300	2.0	2.0	2.0	12.86	15.61	0.000	0.500
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.700
PAINTER SIGN		BLD		33.920	38.050	1.5	1.5	1.5	2.600	2.750	0.000	0.000
PILEDRIVER		ALL		41.920	43.520	1.5	1.5	2.0	10.19	11.75	0.000	0.550
PIPEFITTER		BLD		44.050	47.350	1.5	1.5	2.0	9.460	12.85	0.000	1.820
PLASTERER		BLD		40.250	43.640	1.5	1.5	2.0	10.95	10.94	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER		BLD		40.610	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER		BLD		29.660	29.960	1.5	1.5	2.0	4.900	2.980	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.75	8.200	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WKR		HWY		28.250	29.850	1.5	1.5	2.0	4.696	4.175	0.000	0.000
TRUCK DRIVER	I	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	F	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Flooring,Oil & Chip,Rivers)
C (Class)
Base (Base Hour Rate)
FRNGE (Foreman Rate)
M FOR (OT required for any hour greater than 8 worked each day, Mon through Fri
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pension (Pension)
Vac (Vacation)
Trng (Training)

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Prevailing Wages.
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Explanations.

COOK COUNTY

The 10 legal holidays considered as paid days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) That part of the county West of Harlem Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL Removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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Prevailing Wages.
(Page 4 of 10)

Explanations.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations, including, but not be limited to, all roof compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be removed.

COMMUNICATIONS ELECTRICIAN

installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transMission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

(Sub)Exhibit 5.
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Prevailing Wages.
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Explanations.

Loading water on demand or Carborundum blade or saw for cutters cutting, use of the saw or any other saw needed for preparation of material, drilling of holes for wires that are not material set by others, mixing up of mortars, planter for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, arborene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanitonyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers, treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1 Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Cursson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Cursson Rigs; Central Redi Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyer (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (HC) and similar Type); Crater Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, outside

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Explanations.

type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Booms Trucks; Hydro Vac (and similar equipment); Ice Machines, All; Motor Patrol; Lubrications Technicians; Manipulators; Pile Drivers and Skid Rig; Post Hole Diggers; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes Screw Type Pumps; Cystem Bulker and Pump; Raised and Blind Hole Drills; Rotomill Grinder; Scoops - Tractor Drawn; Slip-Form Pavers; Straddle Buggies; Tournapulls; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyer, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self Propelled); Rock Drill (Truck Mounted); Rollers, Air Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt heater Scarifier; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast

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Regulator; Belt Loader; Carrier Roller; Car Dumper; Central Mix Plant, Combination Backhoe Front Endloader Machine, 1 cu. yd. Backhoe Bucket or over or with attachments); Concrete breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27 cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all type; Derrick Cranes; Crusher, Stone, etc.; Derricks, All; Derrick Boats, Derricks, Traveling; Dowell Machine with Air Compressor; Dragline; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with sheet attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre Stress Machine; Pump Crete Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Rotomill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Trenchaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydra Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Baglioni or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off Road Hauling Units (including articulating), 7 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Explanations.

Class 3. Boilers; Broom, All Power Propelled; Crane Supply Grader; Compressor, Common Mechanic (1); Concrete Mixer (One bag and Over); Conveyor, Portable; Earth Type Tractors over 90 hp Mowing, Seeding, etc.; Fireman or Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post Hole Diggers; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blowers; Steam Generators; Stump Machines; Winch Trucks with "A" Frame; Work Boats; Tampers; Brush Rotor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator, Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, Well Points; Tractairs; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER CLASSIFICATIONS

Class 1. Chief Foreman; Diver/Bell Tender; and Engineer (Hydraulic dredge).

Class 2. Crane/Backhoe Operator, 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (7 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic, Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, beds, bases, and wainscoting by hand or machine, and in addition, operating and tending Marble, Mosaic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. Articulated Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carryalls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2 man operation; Pavement Breakers; Pole Trailer, up to 60 feet; Power Mower Tractors; Self-propelled Chip Spreaders; Skipman; Slurry Trucks, 2 man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Bug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Bug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

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Trucks 5 Axle Trucks 3 years or over; Mobile Cranes While in Transit; Oil Distributors, 2-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 2 man operation; Winch trucks, 3 axles or more; Mechanics--Diesel, Welder and Truck Painter.

Class 6. Six axle trucks; Dual-purpose vehicles, both as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self loading equipment like E.D. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will, upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOT at 217-782-7910 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area No. 33)

Contractor's Performance And Payment Bond.

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgements rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any court of final jurisdiction upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original: provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended, provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved _____ 20____

_____ (Seal)

_____ _____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to form and legality:

_____ (Seal)

_____ (Seal)

Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ President and _____ Secretary of the _____

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ of the _____ who _____ personally known to be the same person _____ whose name _____ subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____

who _____ personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he, _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 33)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 33)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

    b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

    c. Qualifications of the CPA Firm.

    d. Qualifications of the audit team.

    e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

    a. Proposals should be evaluated as submitted.

    b. Make a list of strengths and weaknesses for each to support its technical rating.

    c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

    d. Ask questions of the bidders to eliminate any ambiguities.

    e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

    a. Audit scope, objectives and purposes.

    b. Deadlines for the work to be performed.

    c. Audit fees.

    d. Report format, including providing a PDF digital version of the final audit.

    e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance; 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 33)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and sub-contractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19 All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

_____

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

Exhibit "B".
(To Ordinance)

Special Service Area No. 33.

2012 Service Provider Agreement Amendments.

This Amendment ("Amendment") is made and entered into effective as of the _____ day of _____, 20___, by and between the City Of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois, and The Wicker Park and Bucktown Chamber of Commerce, an Illinois not-for-profit corporation ("Contractor").

Background.

The Contractor and the City have entered into an Agreement dated _____, __, 2012 ("Agreement"), in which the Contractor is to perform certain services for Special Service Area Number 33. The Contractor and the City desire to make certain changes to the Agreement. The Agreement requires that modifications to it must be made in writing and signed by both parties.

Now, Therefore, In consideration of the provisions and conditions set forth in the Agreement, the parties do mutually agree to amend the Agreement as set forth below.

It is further agreed by and between the parties that the sole modifications of, changes in, and amendments to the Agreement are as follows:

1. Exhibit 1(A), Amended Scope of Services and Budget for 2012, is attached to this Amendment as Attachment 1 and incorporated by reference.

2. Article 2, Definitions, is amended by adding the following definition for Loss Collections:

   "Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue".

3. Sections 5.01 and 5.02, Basis of Payment and Budget for Services, respectively, are hereby deleted and replaced with the following:

"5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2012 and December 31, 2012 is the sum of (a) $1,185,335 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2011, whichever is less; (b) the total amount of Surplus Funds in the amount of $407,775 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $56,675; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2012 and December 31, 2012, therefore, shall not exceed $1,649,785.

5.02 Budget For Services.

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2012, attached hereto as Exhibit 1(A) and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2012 may not exceed $1,649,785, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated".

4. Exhibit 2(A), Amended Economic Disclosure Statement, is attached to this Amendment as Attachment 2 and incorporated by reference.

All terms of the Agreement remain in full force and effect except as modified in this Amendment.

Signed:

City of Chicago

By: _____
Commissioner, Department of Housing
and Economic Development

Contractor: _____

By: _____
(Signature)

Its: _____
(Print Name and Title)

Attest: _____

Its: _____
(Print Name and Title)

County of _____

State of _____

Acknowledged on _____ [date] before me by _____ as _____ [title] of _____ [firm].

_____
Notary Public

Commission expires: _____

Attachments 1 and 2 referred to in this 2012 Service Provider Agreement Amendment read as follows:

Attachment 1.
(To 2012 Service Provider Agreement Amendment
For Special Service Area No. 33)

Amended Scope Of Services And Budget For 2012.
Schedule A: 2012 Special Service Area Budget And Services Summary -- Amendment.
City Of Chicago, Department Of Housing And Economic Development.

SSA # 33 WPB

Service Provider Agency: The Wicker Park Bucktown Chamber of Commerce

Budget Period: January 1, 2012 to December 31, 2012

2012 BUDGET SUMMARY CATEGORY	2011 Levy		Carry Over		Late Collections and Interest Income Thereon		2012 Budget
1.00 Advertising & Promotion	$ 152,000	+	$ 82,500	+	$	=	$ 234,500
2.00 Public Way Maintenance	$ 261,604	+	$ 20,000	+	$	=	$ 281,604
3.00 Public Way Aesthetics	$ 296,000	+	$ 180,500	+	$	=	$ 476,500
4.00 Tenant Retention/Attraction	$ 7,000	+	$ -	+	$	=	$ 7,000
5.00 Façade Improvements	$ 20,000	+	$ 37,500	+	$	=	$ 57,500
6.00 Parking/Transit/Accessibility	$ 25,000	+	$ 28,000	+	$	=	$ 53,000
7.00 Safety Programs	$ 9,500	+	$ 10,000	+	$	=	$ 19,500
8.00 District Planning	$ 24,000	+	$ 9,513	+	$	=	$ 33,513
10.00 Personnel	$ 159,110	+	$ 12,662	+	$		$ 171,772
11.00 Admin Non-Personnel	$ 50,725	+	$ 32,100	+	$	=	$ 82,825
12.00 Loss Collection: 15.2%	$ 180,396	+	$ -	+	$	=	$ 180,396
13.00 Late Collections and Interest Income Thereon	$ -	+	$ -	+	$ 56,675	=	$ 56,675
GRAND TOTAL	$ 1,185,335	+	$ 407,775	+	$ 56,675	=	$ 1,649,785

2012 Budget	$ 1,649,785

LEVY ANALYSIS		
1	Estimated 2010 EAV:	$379,914,073
2	Authorized Tax Rate Cap:	0.304%
3	Estimated 2011 Levy:	$1,155,335
4	Estimated Tax Rate to Generate 2011 Levy (EAV x Est. 2011 Levy = Est. Tax Rate):	0.312%

2012 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
4.00 Tenant Retention/Attraction
5.00 Façade Improvements
6.00 Parking/Transit/Accessibility
7.00 Safety Programs
8.00 District Planning

Attachment 2.
(To 2012 Service Provider Agreement Amendment
For Special Service Area No. 33)

Amended Economic Disclosure Statement For 2012.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

The Wicker Park & Bucktown Chamber of Commerce

Enter d/b/a if applicable:

Wicker Park Bucktown Chamber of Commerce

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1414 N Ashland Avenue
Chicago, IL 60622
United States

C. Telephone:

773-384-2672

Fax:

773-384-7525

Email:

adam@wickerparkbucktown.com

D. Name of contact person:

Mr. Adam Burck

E. Federal Employer Identification No (if you have one):

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow The Wicker Park & Bucktown Chamber of Commerce to enter into a contract with HED to provide services in the SSA #33 district, and to request a levy for the SSA #33 2012 amended budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a 1 Does the Disclosing Party have any directors?

Yes

1.a 3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Mr. Al Spronadel
Title:	Treasurer
Role:	Both
Officer/Director:	Ms. Stephanie Sack
Title:	Vice President
Role:	Both
Officer/Director:	Ms. Debbie Sharpe
Title:	Director
Role:	Director
Officer/Director:	Ms. Paige Ormond
Title:	Secretary
Role:	Both
Officer/Director:	Ms. Ann Nolan
Title:	Director
Role:	Director
Officer/Director:	Mr. Wayne Janik
Title:	Director
Role:	Director
Officer/Director:	Ms. Dina Petrakis
Title:	Director
Role:	Director
Officer/Director:	Ms. Melissa Daza Mondero
Title:	Director
Role:	Director
Officer/Director:	Mr. Joe Betancourt
Title:	Director
Role:	Director

Officer/Director:	Mr. Philip Laurin
Title:	President
Role:	Both
Officer/Director:	Ms. Michelle Gomez
Title:	Director
Role:	Director
Officer/Director:	Ms. Ginna Ryan
Title:	Director
Role:	Director
Officer/Director:	Mr. Walter "Tre" Peckat
Title:	Director
Role:	Director
Officer/Director:	Mr. Jeremiah Taylor
Title:	Director
Role:	Director
Officer/Director:	Mr. Demetrius Simpson
Title:	Director
Role:	Director
Officer/Director:	Mr. Robert Gomez
Title:	Director
Role:	Director
Officer/Director:	Mr. Adam Burck
Title:	Executive Director
Role:	Both

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	The ACT Group
Anticipated/ Retained:	Retained
Business Address:	6228 N. Broadway Chicago, IL 60660 United States
Relationship:	Accountant
Fees ($$ or %):	$5,000
Estimated/Paid:	Estimated

Name:	Cleanslate
Anticipated/ Retained:	Retained
Business Address:	1340 South Ashland Avenue Suite 105 Chicago, IL 60608 United States
Relationship:	Subcontractor non MWDBE
Fees ($$ or %):	$270,200
Estimated/Paid:	Estimated

Name:	Christy Webber Landscapes
Anticipated/ Retained:	Retained
Business Address:	2900 W. Ferdinand Chicago, IL 60612 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	$99,320
Estimated/Paid:	Estimated

Name:	Bartlett Tree Experts
Anticipated/ Retained:	Retained
Business Address:	1960 Old Willow Road Northbrook, IL 60062 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$60,000
Estimated/Paid:	Estimated

Name:	Active Transportation Alliance
Anticipated/ Retained:	Retained
Business Address:	9 W. Hubbard Suite 402 Chicago, IL 60654 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$70,000
Estimated/Paid:	Paid

Name:	Business Districts, Inc
Anticipated/ Retained:	Retained
Business Address:	9040 Forestview Rd P.O. Box 5112 Evanston, IL 60204 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	$17,500
Estimated/Paid:	Estimated

Name:	HAP Industries / Christmas Decor Systems
Anticipated/ Retained:	Retained
Business Address:	7220 S. 200 W. Jonesboro, IN 46938 United States
Relationship:	Subcontractor non MWDBE
Fees ($$ or %):	$63,000
Estimated/Paid:	Estimated

Name:	Pressure Washing Systems, Inc
Anticipated/ Retained:	Retained
Business Address:	1615 S. 55th Ave Cicero, IL 60804 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$11,700
Estimated/Paid:	Estimated

Name:	Olsen, Inc
Anticipated/ Retained:	Retained
Business Address:	5578 N. Northwest Highway Chicago, IL 60630 United States

Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$16,000
Estimated/Paid:	Paid

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud, embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4, or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the

City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or

department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City

/s/ 09/07/2012
Mr. Adam Burck
Executive Director
The Wicker Park & Bucktown Chamber of Commerce

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Amended Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Amended Economic Disclosure Statement For 2012)

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 35518
Certificate Printed on: 09/07/2012

Date of This Filing: 09/07/2012 11:19 AM
Original Filing Date: 08/20/2012 04:40 PM

Disclosing Party: The Wicker Park & Bucktown Chamber of Commerce
Filed by: Mr. Adam Burck

Title: Executive Director

Matter: To allow The Wicker Park & Bucktown Chamber of Commerce to enter into a contract with HED to provide services in the SSA #33 district, and to request a levy for the SSA #33 2012 amended budget.
Applicant: The Wicker Park & Bucktown Chamber of Commerce
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 35.
[O2012-6397]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2013 budget, and the approval of the service provider agreement for Special Service Area Number 35, amount to be levied: $163,395, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the

Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 7, 2005, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 35 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2005 through and including tax year 2014, not to exceed an annual rate of 0.266 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of the area along Lincoln Avenue, from Diversey Parkway to Webster Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention/recruitment initiatives, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Lincoln Avenue Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City of Chicago and the Service Provider for the provision of the Special Services to the Area, and a line item budget to be included in the agreement between the City of Chicago and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services, and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Lincoln Avenue Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$210,137
TOTAL BUDGET REQUEST:	$210,137
Source Of Funding	
Tax levy at an annual rate not to exceed 0.266 percent of the equalized assessed value of the taxable property within Special Service Area Number 35	$163,395
Carryover funds currently available from previous tax years	$ 38,388
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 8,354

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $163,395 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the"County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection, together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Lincoln Park Chamber of Commerce, Inc., an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance,

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 35
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
Lincoln Park Chamber Of Commerce, Inc.
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 35 is entered into on_____ _____, 2013 by and between Lincoln Park Chamber of Commerce, Inc., an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 35" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .266% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on November 7, 2005, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the

SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at

least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978);

Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation* 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not

limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the

City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design

and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $163,395 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $38,388 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $8,354; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $210,137.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $210,137, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the **"Shakman Accord"**) and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("**Identified Parties**")), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee, (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Special Service Area #35 Commission 1925 N. Clybourn, Suite 301 Chicago, Illinois 60614
	Department of Housing and Economic Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	Lincoln Park Chamber of Commerce, Inc. 1925 N. Clybourn, Suite 301 Chicago, Illinois 60614 Attention: Mr. James Loren Dinneen

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By:
Commissioner, Department of
Housing and Economic Development
as of ____, 20____.

CONTRACTOR
By:
Its:
Attested By:
Its:

State of
County of

This instrument was acknowledged before me on _____ (date) by _____ (name s of person(s) as _____ (type of authority, e.g., officer, trustee, etc.) of _____(name of party on behalf of whom instrument was executed).

(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 35 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 35)

Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

Lincoln Avenue SSA #35

Service Provider Agency: Lincoln Park Chamber of Commerce

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	=	2013 Budget
1.00 Advertising & Promotion	$ 600	+	$	+	$	=	$ 600
2.00 Public Way Maintenance	$ 75,000	+	$	+	$	=	$ 75,890
3.00 Public Way Aesthetics	$ 43,117	+	$ 38,383	+	$	=	$ 81,500
10.00 Personnel	$ 75,168	+	$	+	$	=	$ 75,168
11.00 Admin Non-Personnel	$ 11,410	+	$	+	$	=	$ 11,410
12.00 Loss Collection: 4.5%	$ 7,000	+	$	+	$	=	$ 7,000
13.00 Late Collections and Interest Income Thereon					$ 8,354	=	$ 8,354
GRAND TOTAL	$ 163,395	+	$ 38,383	+	$ 8,354	=	$ 210,132

2013 Budget	$ 210,132

LEVY ANALYSIS	
1 Estimated 2011 EAV	$76,047,781
2 Authorized Tax Rate Cap	9.000%
3 Estimated 2012 Levy	$163,395
Estimated Tax Rate to Generate 2012 Levy (EAV x Est. 2012 Levy Est. Tax Rate)	0.21484

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics

2013 BUDGET & SERVICES - SIGNATURE PAGE

Lincoln Avenue SSA #35

Budget & Services Period: January 1, 2013 to December 31, 2013

The 2013 Budget & Services were approved by the SSA Commission

NEER PATEL 7/30/12

SSA Chairperson Signature SSA Chairperson Printed Name Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 35)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS

Lincoln Park Chamber of Commerce, Inc

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant.

B. Business address of the Disclosing Party:

1925 N. Clybourn, Ste. 401
Chicago, IL 60614
United States

C. Telephone:

773-880-5200

Fax.

Email.

kim@lincolnparkchamber.com

D. Name of contact person:

Kim Schiff

E. Federal Employer Identification No. (if you have one)

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains.

To allow the Lincoln Park Chamber of Commerce to enter into a contract with DPD to provide services in the DSAUPD district, and to request a levy in the 2013 budget

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not for profit corperation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1 a 3 List below the full names and titles of all executive officers and all directors if any, of the entity. Do not include any directors who have no power to select the entity's officers

Officer/Director:	Mr. Rick Schell
Title:	President and CEO
Role:	Both
Officer/Director:	Ms. Christine Ramsey
Title:	Chairman of the Board
Role:	Both
Officer/Director:	Ms. Colette Roden Bernof
Title:	Board Member at Large
Role:	Director
Officer/Director:	Ms. Rickey Gold
Title:	Board Member
Role:	Director
Officer/Director:	Ms. Melissa Cherry
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Patrick Karpowicz
Title:	Secretary/Treasurer
Role:	Both
Officer/Director:	Mr. Jim Kelly
Title:	Board Member
Role:	Director
Officer/Director:	Ms. Erika Kohler
Title:	Chair of Internal Affairs
Role:	Both
Officer/Director:	Ms. Beth Kraswewski
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Christopher Matern
Title:	Board Member
Role:	Director

Officer/Director: Mr. Carter McAteer Fournier

Title: Chair of External Affairs

Role: Both

Officer/Director: Mr. David Johnson

Title: Board Member

Role: Director

Officer/Director: Mr. Herman Valenzuela

Title: Board Member

Role: Director

Officer/Director: Mr. Ken Zabok

Title: Board Member

Role: Director

Officer/Director: Mr. Jim Pomposelli

Title: Board Member

Role: Director

Officer/Director: Ms. Jill Valentine

Title: Board Member

Role: Director

Officer/Director: Ms. Brittany Keller

Title: Board Member

Role: Director

Officer/Director: Mr. Jeff Lawler

Title: Board Member

Role: Director

Officer/Director: Mr. John McLean

Title: Board Member

Role: Director

Officer/Director: Mr. Eric Stern

Title: Board Member

Role: Director

Officer/Director:	Mr. Jon Bilandic
Title:	Board Member
Role:	Director

1.a.5 Are there any members of the non-for profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Clearstreet
Anticipated/ Retained:	Anticipated
Business Address:	2401 W. Pillmore St Chicago, IL 60618 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$76,200.00
Estimated/Paid:	Estimated

Name:	PWS Environmental Inc.
Anticipated/ Retained:	
Business Address:	1615 S. 55th Ave. Cicero, IL 60804 United States
Relationship:	Subcontractor non MWDBE
Fees ($$ or %):	$15,000.00
Estimated/Paid:	Estimated

Name:	Brickman
Anticipated/ Retained:	Retained
Business Address:	3400 N. Avondale Ave. Chicago, IL 60618 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$97,500.00
Estimated/Paid:	Estimated

Name:	Folgers Flag & Decorating, Inc.
Anticipated/ Retained:	Anticipated
Business Address:	2748 W. York Street Blue Island, IL 60406 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$14,000.00
Estimated/Paid:	Estimated

Name:	Ostrow, Kellin, Berk & Ziesmer, PC.
Anticipated/ Retained:	Anticipated
Business Address:	455 N. Cityfront Plaza Dr. Suite 1500 Chicago, IL 60611 [illegible] United States
Relationship:	Subcontractor - Non MWDBE
Fees ($$ or %):	$2,250.00
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency, and

ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement

or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct, or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3,
- bid rotating in violation of 720 ILCS 5/33E-4, or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date

of this EDS to an employee, or elected or appointed official of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution".

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification.

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No.

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the

City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided hereon regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true.

F.2. If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true.

F.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true.

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or

department head. A "familial relationship" exists if, as of the date this EDS is signed the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party, and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 09/07/2012
Kim Schiff
President and CEO
Lincoln Park Chamber of Commerce, Inc

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing
(To Economic Disclosure Statement And Affidavit)

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 36158
Certificate Printed on: 09/07/2012

Date of This Filing:09/07/2012 03:16 PM
Original Filing Date:09/07/2012 03:16 PM

Disclosing Party: Lincoln Park Chamber of Commerce, Inc.
Filed by: Kim Schiff

Title:President and CEO

Matter: To allow The Lincoln Park Chamber of Commerce to enter into a contract with HED to provide services in the SSA#35 district, and to request a levy in the SSA#35 2013 budget
Applicant: Lincoln Park Chamber of Commerce, Inc
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 35)

Special Service Area No. 35.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.: CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 35)

Special Service Area No. 35.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of

any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 35)

Prevailing Wages.
(Page 1 of 10)

Cook County Prevailing Wage For
September 2012.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pension	Vac.	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.76	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		52.850	0.000	1.5	1.5	2.0	10.62	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	16.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.50	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.250	44.350	2.0	1.5	2.0	11.21	11.43	0.000	0.520
CERAMIC TILE FINISHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		48.350	48.350	1.5	1.5	2.0	10.39	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		48.610	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.530
ELECTRIC PWR LINEMAN		ALL		48.350	48.350	1.5	1.5	2.0	10.30	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		44.800	46.300	1.5	1.5	2.0	10.87	11.80	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	10.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.630
MARBLE MASON		BLD		39.880	42.870	1.5	1.5	2.0	9.550	12.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 35)

Prevailing Wages.
(Page 2 of 10)

Cook County Prevailing Wage For
September 2012.

OPERATING ENGINEER		BLD	1	44.30	47.300	1.5	1.5	2.0	11.76	8.550	1.900	1.250
OPERATING ENGINEER		BLD	2	36.80	41.300	1.5	1.5	2.0	11.76	8.550	1.900	1.250
OPERATING ENGINEER		HWY	1	44.30	47.300	1.5	1.5	2.0	11.76	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.30	47.300	1.5	1.5	2.0	11.76	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.30	47.300	1.5	1.5	2.0	11.76	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.30	47.300	1.5	1.5	2.0	11.76	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.30	47.300	1.5	1.5	2.0	11.76	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	44.300	47.300	1.5	1.5	2.0	11.76	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.76	10.55	1.900	1.250
ORNAMENTAL IRON WORKER		ALL		40.800	44.300	2.0	2.0	2.0	12.86	15.61	3.000	0.900
PAINTER		ALL		40.300	40.750	1.5	1.5	1.5	9.750	11.10	0.000	0.750
PAINTER SIGNS		BLD		33.920	38.095	1.5	1.5	1.5	2.600	2.720	0.000	0.600
PILEDRIVER		ALL		41.520	43.520	1.5	1.5	2.0	13.10	15.71	0.000	0.550
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.55	9.060	0.000	0.780
ROOFER		BLD		38.300	41.300	1.5	1.5	2.0	8.080	8.220	0.000	0.450
SHEETMETAL WORKER		BLD		40.810	44.670	1.5	1.5	2.0	10.13	17.79	0.000	0.650
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.900	2.980	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	5.200	0.000	0.410
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.550
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.03	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.553
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.300
TRUCK DRIVER	E	ALL	1	33.900	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.100	10.82	0.000	0.960

Legend: PO (Region)
TYP (Trade Type ALL,Highway,Building,Heavy,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri)
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pens (Pension)
Vac (Vacation)
Trng (Training)

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 35)

Prevailing Wages.
(Page 3 of 10)

Explanations.

COOK COUNTY

The following list is considered as those days for which be time rate of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of those holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Sunday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IPCL.

TRUCK DRIVERS (WEST) That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time of at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or tile materials. Ceramic tile fix shall fill all joints and voids regardless of method or all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations. Blasting equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employee covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

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holding water on diamond or Carborundum blade or saw for setting cutting, use of hand saw or any other saw needed for preparation of material, drilling of holes for wires that are not material cut by others, mixing up of mortar plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, all marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers, treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class I. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End Loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar type); Crete Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

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Type Jacks and pinion and similar machines; Bridges, One, Two and Three Drum Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Brush Trucks; Hydro Vac (one station operation); Generators, All; Mixers, Concrete Mechanical; Manipulators; Pile Drivers; Mud Disc; Rigs; Post Hole Diggers, Pre-Stress Machines; Soap Crater, Self Rod; Tamp Cribber; Squeeze Crete; Screw Type Pumps; Gypsum Bolzer and Pumps; Reboo and Paint Hole Drill; Rock Mill Grinder; Scoops - Tractor Drawn; Slip-Form Pavers; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Brooms, All Power Propelled, Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Forklift Shovels or Front End Loaders under 2 1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 5 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.), Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Grademan.

Class 7. Mechanics

OPERATING ENGINEERS HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarifier; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast

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Asphalt Mix Loaders; Belt Loaders; Caisson Rigs; Car Dumpers; Central Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with Attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Pavers, Concrete Pump Trucks; Cranes, all attachments; Cranes, Overhead Cranes of all Types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowel Machine with Air Compressor; Dragers; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with sheet attachments; Lubrication Technician; Manipulators; Mucking Machines; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Crete; Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tampers; Roto Mill Grinders; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel), Tractor Drawn belt Loader (with attached pusher - two engineers); Tractor with Boom; Trenchless with Attachments; Trenching Machine; Truck Mounted Concrete Pump with boom; Raised or Blind Hole Drills (Vertical Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Over than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve Compressor, Common Receiver (s); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 65 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Eagland or Similar Type); Drills, All; Finishing Machine Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments), Hydro-Blasters; All Locomotives, Dinky; Off-Road Hauling Units (including articulating); 2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Crete; Squeeze Crete; - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 3. Asphalt Raker, All Power Propelled Cement Supply Tender; Compressor, Common Laborer; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm Type Tractors Used for Mowing, Seeding, etc.; Fireman (4 Boilers); Forklift Trucks; Grouting Machines; Hoists, Automatic; Horses, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Jet & Boyd Pipe Jacking Machines; Post Hole Diggers; Power Saw, Concrete (Hand Guided); Pug Mills; Rollers, other than Asphalt; Seed and Straw Blowers; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro - Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 4 not to exceed a total of 200 ft.); Pumps, Well Points; Tractairer; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers

Class 6. Field Mechanics and Field Welders

Class 7. Graders and machines of like nature.

OPERATING ENGINEER - LOCATION:

Class 1. Craft Foreman, Diver/Wet Tender, and Engineer (Hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Mosaic, and Terrazzo Mechanics

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A crane truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork Lifts and Bolsters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, 2 men operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Model Tractors; Self-propelled Chip Spreaders; Skipmen; Slurry Trucks, 2 man operation; Slurry Truck Conveyor Operation, 2 or 3 men; Teamsters; Unskilled Dumpmen; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Lug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Bud Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

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Trucks; Mixer Trucks 7 yards or over; Mobile Cranes which [illegible]; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 foot long; Dump trucks, 1-man operation; Winch Trucks, 2 axles or more; Mechanic-Truck Welder and Truck Painter.

Class 6. Six axle trucks, Oil-purpose vehicles, all hydraulic cranes trucks with hoist and accessories; Foreman, Master Mechanic; Self-loading equipment like P.D. and trucks with booms on the front.

Other Classifications of Work

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination. Such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area No. 35)

Contractor's Performance And Payment Bond.

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a cond ion hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original: provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended: provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved_____, 20____

_____ (Seal)

_____ _____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to form and legality.

_____ (Seal)

_____ _____ (Seal)

Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of the _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, President and _____, Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ of the _____, who _____ personally known to be the same person _____, whose name _____ subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, who _____ personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 35)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 35)

Special Service Area – Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually..

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    J. The audit fee.

4. Evaluate the proposals based on:

   a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the CPA Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a PDF digital version of the final audit.

   e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance; 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 35)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8 This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a find and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18 This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

_____

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 44.
[O2012-6399]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2013 budget, and the approval of the service provider agreement for Special Service Area Number 44, amount to be levied: $10,050, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the

provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Code"); and

WHEREAS, On November 7, 2007, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended on December 12, 2007 (collectively the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 44 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2007 through and including 2016, not to exceed an annual rate of two and a half percent (2.5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area on the north side of 103rd Street, from Longwood Drive on the west to the Metra tracks (Hale Avenue) on the east, and the south side of 103rd Street, from Longwood Drive on the west to Wood Street on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to, maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the 103rd Street Beverly Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services, and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; and

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

103rd Street Beverly Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$14,473
TOTAL BUDGET REQUEST:	$14,473
Source Of Funding	
Tax levy at an annual rate not to exceed two and a half percent (2.5%) of the equalized assessed value of the taxable property within Special Service Area Number 44	$10,050
Carryover funds currently available from prior tax years	$ 3,900
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 523

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $10,050 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Beverly Area Planning Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 44
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
Beverly Area Planning Association
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 44 is entered into on _____, 2013 by and between Beverly Area Planning Association, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 44" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 2.500% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on November 7, 2007, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('SSAC')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the

Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at

least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319

(1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk

Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting

principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for

herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such

work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $10,050 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $3,900 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $523; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $14,473.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $14,473, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or

be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the **"Shakman Accord"**) and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services

(collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the

insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions,

solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. I, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("**Identified Parties**")), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Special Service Area #44 Commission 11107 S. Longwood Dr. Chicago, Illinois 60643
	Department of Housing and Economic Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	Beverly Area Planning Association. 11107 S. Longwood Dr. Chicago, Illinois 60643 Attention: Mr. Matthew J. Walsh

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By:
Commissioner, Department of
Housing and Economic Development
as of , 20

CONTRACTOR
By:
Its:
Attested By:
Its:

State of
County of

This instrument was acknowledged before me on _____ (date) by (name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 44 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 44)

Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

SSA #44 - 103rd Street Beverly

Service Provider Agency: Beverly Area Planning Association

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	Carry Over	Late Collections and Interest Income Thereon	2013 Budget
1.00 Advertising & Promotion	$ 1,400	$ 1,000	$	$ 2,400
2.00 Public Way Maintenance	$ 9,150	$	$	$ 9,150
3.00 Public Way Aesthetics	$ 450	$ 1,500	$	$ 1,950
10.00 Personnel	$ 1,400	$	$	$ 1,400
11.00 Admin Non-Personnel	$ 500	$ 101	$	$ 601
12.00 Loss Collections: 15.9%	$ 900	$ 1,399	$	$ 1,999
13.00 Late Collections and Interest Income Thereon	$	$	$ 513	$ 513
GRAND TOTAL	$ 13,850	$ 3,900	$ 513	$ 14,473

2013 Budget	$ 14,473

LEVY ANALYSIS	
1 Estimated 2013 EAV	$ 31,011,077
2 Approved Tax Rate Cap	2.90%
3 Estimated 2013 Levy	$ 13,850
4 Estimated Tax Rate to Generate 2013 Levy (LAV - Cur 2012 Levy - Est. Tax Rate)	0.045%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics

2013 BUDGET & SERVICES - SIGNATURE PAGE

SSA #44 - 103rd Street Beverly

Budget & Services Period: January 1, 2013 to December 31, 2013

The 2013 Budget & Services were approved by the SSA Commission

SSA Chairperson Signature | Marcia F. Black | 7-19-2012
SSA Chairperson Printed Name | Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 44)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Beverly Area Planning Association

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

11107 S. Longwood Dr.
Chicago, IL 60643
United States

C. Telephone:

773-233-3100

Fax:

773 233-0869

Email:

mattwalsh@bapa.org

D. Name of contact person:

Mr. Matthew J. Walsh

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains

To allow Beverly Area Planning Association to enter into a contract with HED to provide services in the SSA #44 district, and to request a levy for the SSA #44 2013 budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Mr. Thomas Chomicz
Title:	Director
Role:	Director
Officer/Director:	Mr. Thomas Baffes
Title:	2nd VP
Role:	Both
Officer/Director:	Ms. Melinda Lawrence
Title:	Director
Role:	Director
Officer/Director:	Ms. Audrey Peeples
Title:	Director
Role:	Director
Officer/Director:	Ms. Gayle Scahill
Title:	Secretary
Role:	Both
Officer/Director:	Mr. John Kalljanis
Title:	Director
Role:	Director
Officer/Director:	Ms. Margaret Tucker
Title:	Director
Role:	Director
Officer/Director:	Mr. Abraham Lentner
Title:	1st Vice President
Role:	Both
Officer/Director:	Mr. Dennis O'Malley
Title:	Treasurer

Role:	Both
Officer/Director:	Ms. Leslie Corbett Chenoweth
Title:	Director
Role:	Director
Officer/Director:	Mr. Matthew J. Walsh
Title:	Executive Director
Role:	Director
Officer/Director:	Ms. Catherine Raaflaub
Title:	Director
Role:	Director
Officer/Director:	Mr. Matthew Cleveland
Title:	President
Role:	Both
Officer/Director:	Mr. Anthony McKenna
Title:	Director
Role:	Director
Officer/Director:	Mr. Warren Lawson
Title:	Director
Role:	Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2 156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

Yes

4. List below the names of all persons who are retained parties.

Name:	Mr. Mike Munro
Anticipated/ Retained:	Retained
Business Address:	Munro Landscaping 10057 S. Western Ave Chicago, IL 60643 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$8,580.00
Estimated/Paid:	Estimated

Name:	
Anticipated/ Retained:	Anticipated

Business Address:	Desmond & Ahern Certified Public Accountants 10827 S. Western Ave. Chicago, IL 60643 United States
Relationship:	Accountant
Fees ($$ or %):	$600.00
Estimated/Paid:	Estimated

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS.

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records, making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V,
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided

in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non public information from your documents before uploading.

None

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 08/20/2012
Mr. Matthew J. Walsh
Executive Director
Beverly Area Planning Association

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

EDS Number: 32700
Certificate Printed on: 08/21/2012

Disclosing Party: Beverly Area Planning Association
Filed by: Mr. Matthew J. Walsh

Matter: To allow Beverly Area Planning Association to enter into a contract with HED to provide services in the SSA #44 district, and to request a levy for the SSA #44 2013 budget.
Applicant: Beverly Area Planning Association
Specification #:
Contract #:

Date of This Filing:08/20/2012 04:30 PM
Original Filing Date:06/27/2012 03:31 PM

Title:Executive Director

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 44)

Special Service Area No. 44.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.: CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 44)

Special Service Area No. 44.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages

have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 44)

Prevailing Wages.
(Page 1 of 10)

Cook County Prevailing Wage For
September 2012.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	SA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		37.850	0.000	1.5	1.5	2.0	10.81	10.66	0.000	0.750
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	10.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.370
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.950	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.490	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.250	46.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		38.810	48.350	1.5	1.5	2.0	8.080	10.53	0.600	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	46.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.90	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	45.300	1.5	1.5	2.0	10.80	11.86	0.000	0.920
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	15.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	0.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 44)

Prevailing Wages.
(Page 2 of 10)

Cook County Prevailing Wage For
September 2012.

OPERATING ENGINEER		BLD	5	44.150	51.450	1.5	1.5	2.0	11.79	8.500	1.900	1.37
OPERATING ENGINEER		BLD	6	44.150	51.450	1.5	1.5	2.0	11.79	8.500	1.900	1.37
OPERATING ENGINEER		HWY	1	44.500	47.300	1.5	1.5	2.0	13.79	10.55	1.900	1.37
OPERATING ENGINEER		HWY	2	42.150	44.900	1.5	1.5	2.0	13.79	10.55	1.900	1.37
OPERATING ENGINEER		HWY	3	40.400	43.300	1.5	1.5	2.0	13.79	10.55	1.900	1.37
OPERATING ENGINEER		HWY	4	39.900	43.300	1.5	1.5	2.0	13.79	10.55	1.900	1.37
OPERATING ENGINEER		HWY	5	39.150	43.300	1.5	1.5	2.0	13.79	10.55	1.900	1.37
OPERATING ENGINEER		HWY	6	44.300	47.300	1.5	1.5	2.0	13.79	10.55	1.900	1.37
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	13.79	10.55	1.900	1.37
ORNAMNTL IRON WORKER		ALL		40.500	43.300	2.0	2.0	2.0	12.80	15.61	0.000	0.500
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.19	0.000	0.570
PAINTER SIGNS		BLD		33.920	38.000	1.5	1.5	1.5	2.600	7.716	0.000	0.000
PILEDRIVER		ALL		41.525	43.525	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER		BLD		44.650	47.850	1.5	1.5	2.0	8.400	15.85	0.000	1.625
PLASTERER		BLD		40.250	47.640	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.50	9.060	0.000	0.740
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER		BLD		40.810	46.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.895	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.160	10.80	0.000	0.940

Legend: RG (Region)
Par (Trade Type - ALL,Highway,Building,Flooring,Oil & Chip,Mowing)
L (Level)
Base (Base Wage Rate)
FRMN (Foreman Rate)
M (1=1 OT required for any hour worked more than 8 worked each day, Mon through Fri
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pens (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of those holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or carrier materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method or all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not to limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations. Plastic equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing as needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble.

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holding water or diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of materials, drilling of holes for wires that anchor material set by setters, a kind of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning by the stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, vitrolite, onyx and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class I. Asphalt Plant; Asphalt Spreader; Autograder; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 270 cu. ft; Concrete Paver 270 cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

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type cars and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes, Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Cranes; Motor Patrol Graders; Mucking Machines; Pile Drivers and Skid Rig; Post Hole Digger, Pre-Stress Machine; Pump Crete Dual Ram; Pump Cretes; Screws, Cranes; Screw Type Pumps; Gypsum Bulker and Pump; Reboa and Pilot Hole Drill; Rock Pile Grinder; Scoops - Tractor Drawn, Slip Form Pavers; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Plugging Machine; Hoists, Three Single Drum; Rock Drill (Self Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Point; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarifier; Asphalt Spreader; Autograder/GOMACO or other similar type machines; AWG Paver; Backhoes with Caisson Attachment; Ballast

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Regulator; Belt Loader; Carbon Kiln; Car Dumper; Central Mix Plant; Combination Backhoe Front Endloader Machine, 1 cu. yd. Backhoe Bucket or over or with Attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27S cu. ft.; Concrete Pump, Concrete Tube Float; Cranes, all Attachments; Cranes, Tower Cranes, all types; Derrick Crane, Crawler, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Diesel Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating, Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Pumpcrete; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum, Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Mechanician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre Stress Machine; Pump Crete Dial Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Rock Mill Grinder; Slip Form Paver, Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Hoe; Trenchaire with Attachments; Trenching Machines; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Wiener (AMSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machines; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine, Concrete Wheel Saw; Conveyor Muck Cars (England or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating); 2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 1. Oilers, Brakes, All Power Propelled; Cement Supply Tender; Compressor, Common Operator (2); Concrete Mixer (Two Bag and Over); Conveyor, portable; Dump Type Tractors Used for Mowing, Seeding, etc.; Fireman or Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Jet Hoys; Pipe Jacking Machines; Post-hole Diggers; Power Saw, Concrete Power Driven; Rig Mats; Rollers, other than Asphalt; Sand and Straw Blowers; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 2. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All 11 through 5); pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractors; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 3. Bobcats (all); Brick Forklifts; Oilers.

Class 4. Field Mechanics and Field Welders

Class 5. Cradle and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Deck Foreman; Diver/Dive Tender; and Engineer (Hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more), Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Mosaic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks; A frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2 man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreaders; Skipmen; Slurry Trucks, 2 man operation; Slurry Truck Conveyor Operator, 2 or 3 man; Teamsters; Unskilled Hookman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, and Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready Mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Bog Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

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Trucks: Mixer Trucks 3 yards or more; Mobile Cranes which are 20 Tons or more; Oil Distributors, Crack operations; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, Paint operations; Winch trucks, 3 axles or more; Mechanic (Truck Welder and Truck Painter).

Class 4. Six axle trucks; Dual purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like D.W. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217 782-1 10 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsmen and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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Contractor's Performance And Payment Bond.

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. , all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Act, when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for its use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended, provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved _____, 20____

_____ (Seal)

_____ _____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to form and legality:

_____ (Seal)

_____ _____ (Seal)

Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of the _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, President and _____, Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ of the _____, who _____ personally known to be the same person _____ whose name _____ subscribed to the foregoing instrument as such, _____ appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, who _____ personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 44)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 44)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

   a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the CPA Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a PDF digital version of the final audit.

   e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance; 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 44)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors, provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and sub-contractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8 This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a find and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 1), 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19 All parties represent that they have the full legal authority to enter into this Agreement

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

_____

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 48.
[O2012-6401]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2013 budget, and the approval of the service provider agreement for Special Service Area Number 48, amount to be levied: $171,531, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the

Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Code"); and

WHEREAS, On December 2, 2009, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 48 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2009 through and including 2018, not to exceed an annual rate of three-tenths of one percent (0.3%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of North Avenue, from the east side of Orleans Street to the west side of LaSalle Street on the south side of North Avenue and from the east side of North Park Avenue to the west side of LaSalle Street on the north side of North Avenue; Wells Street, from the north side of Schiller Street to North Avenue, to include the buildings on all four corners at the intersection of North Avenue and Wells Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Old Town Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of the Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services, and has

recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Old Town Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$383,776
TOTAL BUDGET REQUEST:	$383,776
Source Of Funding	
Tax levy at an annual rate not to exceed three-tenths of one percent 0.3% of the equalized assessed value of taxable property within Special Service Area Number 48	$171,531
Carryover funds currently available from prior tax years	$203,765

	Expenditures
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 8,480

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(I)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $171,531 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Old Town Merchants and Residents Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 48
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
Old Town Merchants And Residents Association
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 48 is entered into on_____ ____, 2013 by and between Old Town Merchants and Residents Association, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 48" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .300% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on December 2, 2009, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('SSAC')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend

the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981);

Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by

its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the

City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement

B Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The

performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $171,531 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $203,765 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $8,480; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $383,776.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $383,776, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices,

such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the

Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or

any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the

insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;

7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;

11-4-1420 Ballast tank, bilge tank or other discharge;

11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;

11-4-1530 Compliance with rules and regulations required;

11-4-1550 Operational requirements; and

11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any

compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. I, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it

conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and

addressed as follows:

If to the City:	Special Service Area #48 Commission 1520 N. Wells Street Lower Level Chicago, Illinois 60610
	Department of Housing and Economic Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	Old Town Merchants and Residents Association 1520 N. Wells Street Lower Level Chicago, Illinois 60610 Attention: Mr. John Blick

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with

the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____
SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Housing and Economic Development
as of _____, 20__

CONTRACTOR
By: _____
Its: _____
Attested By: _____
Its: _____

State of
County of

This instrument was acknowledged before me on _____ (date) by (name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 48 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 48)

Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

[illegible]

Budget Period: January 1, 2013 to December [illegible], 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	Carry Over	[illegible] Interest	2013 Budget
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
10.00 Personnel	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
11.00 Admin Non-Personnel	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
12.00 Loss Collection: 3.9%	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
13.00 Late Collections and Interest Income Thereon			$ [illegible]	$ [illegible]
GRAND TOTAL	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]

2013 Budget	$ [illegible]

LEVY ANALYSIS	
[illegible]	$ [illegible]
Authorized Tax Rate Cap	[illegible]%
Estimated 2013 Levy	$ [illegible]
Estimated Extension Calculation (2013 Levy / EAV x [illegible])	[illegible]%
2013 Levy / EAV Tax Rate)	[illegible]%

2013 SSA SERVICES SUMMARY
[illegible]
[illegible]
[illegible]
[illegible]
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2013 BUDGET & SERVICES - SIGNATURE PAGE

[illegible] SSA #48 (2012 Levy)

Budget & Services Period: January 1, 2013 to December 31, 2013

The 2013 Budget & Services were approved by the SSA Commission

[illegible] Peter Gilchrist 12 Aug 12

SSA Chairperson Signature SSA Commission Printed Name Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 48)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Old Town Merchants and Residents Association

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1520 N. Wells Street
Lower Level
Chicago, IL 60610
United States

C. Telephone:

312-951-0106

Fax:

312-951-9427

Email:

jblick@oldtownchicago.org

D. Name of contact person:

Mr. John Blick

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains

To allow Old Town Merchants and Residents Association to enter into a contract with HED to provide services in the SSA #48 district, and to request a levy for the SSA #48 2013 budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a 1 Does the Disclosing Party have any directors?

Yes

1.a 3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Mr. Joseph Frank Millito
Title:	Chairman
Role:	Both
Officer/Director:	Mr. Marty Sanderson
Title:	President
Role:	Both
Officer/Director:	Ms. Jennifer Tremblay
Title:	First Vice President
Role:	Both
Officer/Director:	Ms. Gretia Sindler
Title:	Vice President
Role:	Both
Officer/Director:	Mr. David Dattalo
Title:	Treasurer
Role:	Both
Officer/Director:	Ms. Janice Kay Smith
Title:	Secretary
Role:	Both
Officer/Director:	Mr. Marc Epstein
Title:	Director
Role:	Director
Officer/Director:	Ms. Patty Ertl
Title:	Director
Role:	Director
Officer/Director:	Ms. Diana Gits
Title:	Director

Role:	Director
Officer/Director:	Mr. Burt Reed
Title:	Director
Role:	Director
Officer/Director:	Mr. Gary Niemand
Title:	Director
Role:	Director
Officer/Director:	Mr. Chad Novak
Title:	Director
Role:	Director
Officer/Director:	Ms. Maria Pacheco
Title:	Director
Role:	Director
Officer/Director:	Ms. Mary Quinnanon
Title:	Director
Role:	Director
Officer/Director:	Ms. Sara Plocker
Title:	Director
Role:	Director
Officer/Director:	Mr. Patrick Shaughnessy
Title:	Director
Role:	Director
Officer/Director:	Ms. Mallory Ulaszek
Title:	Director
Role:	Director
Officer/Director:	Mr. Craig Vogel
Title:	Director
Role:	Director
Officer/Director:	Ms. Mimi O'Brien
Title:	Director
Role:	Director
Officer/Director:	Mr. John Block

Title:	Executive Director
Role:	Director
Officer/Director:	Mr. Dino Lubbat
Title:	Director
Role:	Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties

Name:	Parvin Ajdar, PC Inc.
Anticipated/ Retained:	Anticipated
Business Address:	180 N. Michigan Avenue, Suite 329 Chicago, IL 60601 United States
Relationship:	Accountant
Fees ($$ or %):	$1,200
Estimated/Paid:	Estimated

Name:	Breaking Ground, d.b.a Cleanstreet
Anticipated/ Retained:	Retained
Business Address:	3501 West Fillmore Street Chicago, IL 60624 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$17,440
Estimated/Paid:	Estimated

Name:	Old Town Gardens
Anticipated/ Retained:	Retained
Business Address:	1555 N. Wells Street Chicago, IL 60610 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$40,000
Estimated/Paid:	Estimated

Name:	Illinois Municipal Services, Inc.
Anticipated/ Retained:	Anticipated
Business Address:	1624 N. Kedzie Avenue Chicago, IL 60647 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$27,000

Estimated/Paid:	Estimated
Name:	United Building Maintanence, Inc
Anticipated/ Retained:	Anticipated
Business Address:	164 Easy Street Carol Stream, IL 60188 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$20,000
Estimated/Paid:	Estimated
Name:	Lohan Anderson Inc.
Anticipated/ Retained:	Retained
Business Address:	401 N. Michigan Ave Suite 500 Chicago, IL 60602 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$40,000
Estimated/Paid:	Estimated

3 Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and

ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records, making false statements; or receiving stolen property.

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 IL CS 5/33E-3;
- bid-rotating in violation of 720 IL CS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification.

SECTION VI – CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No.

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2 above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true.

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership, all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 08/22/2012
Mr. John Black
Executive Director
Old Town Merchants and Residents Association

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

EDS Number: 85306
Certificate Printed on: 08/22/2012

Disclosing Party: Old Town Merchants and Residents Association
Filed by: Mr. John Blick

Matter: To allow Old Town Merchants and Residents Association to enter into a contract with HED to provide services in the SSA #48 district, and to request a levy for the SSA #48 2013 budget.
Applicant: Old Town Merchants and Residents Association
Specification #
Contract #

Date of This Filing: 08/22/2012 11:09 AM
Original Filing Date: 08/14/2012 04:04 PM

Title: Executive Director

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 48)

Special Service Area No. 48.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.: CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit ___) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 48)

Special Service Area No. 48.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages

have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

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Prevailing Wages.
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Cook County Prevailing Wage For
September 2012.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pension	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.08	9.020	0.000	0.500
ASBESTOS AST-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.320
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.06	0.000	0.350
BRICK MASON		BLD		40.080	44.750	1.5	1.5	2.0	9.550	12.30	0.000	0.900
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.300	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.25	11.40	0.500	0.520
CERAMIC TILE FINISH		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.840	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	6.420	9.980	1.150	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.435
ELECTRIC PWR GRNDMAN		ALL		33.810	48.250	1.5	1.5	2.0	8.090	10.55	0.000	0.340
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.435
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.85	13.07	0.000	0.755
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.913	0.000
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.300	1.5	2.0	2.0	11.95	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.66	0.000	0.790
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.79	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.500	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.300	0.620
MARBLE MASON		BLD		39.880	41.870	1.5	1.5	2.0	9.550	11.75	0.300	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.050	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150

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Cook County Prevailing Wage For
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OPERATING ENGINEER		FLT	4	46.750	51.800	1.5	1.5	2.0	11.74	8.05	0.00	1.500
OPERATING ENGINEER		FLT	4	46.650	51.800	1.5	1.5	2.0	11.74	8.05	0.00	1.500
OPERATING ENGINEER		HWY	1	44.320	47.320	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	44.750	47.750	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	45.200	47.200	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	45.500	47.500	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	45.120	47.370	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.000	47.000	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.500	47.500	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMENTAL IRON WORKER		ALL		40.300	41.300	2.0	2.0	2.0	12.84	10.61	0.000	0.000
PAINTER		ALL		40.300	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.750
PAINTER SIGNS		BLD		35.920	36.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		41.500	43.500	1.5	1.5	2.0	13.19	11.75	0.000	0.550
PIPEFITTER		BLD		44.250	47.250	1.5	1.5	2.0	8.460	13.85	0.000	1.650
PLASTERER		BLD		40.250	42.070	1.5	1.5	2.0	10.85	10.94	0.000	0.100
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.55	4.060	0.000	0.350
ROOFER		BLD		39.350	41.350	1.5	1.5	2.0	8.080	8.270	0.000	0.450
SHEETMETAL WORKER		BLD		40.610	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.650
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.880	2.980	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.260	0.000	0.650
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.490
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	2.0	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.836	4.195	0.000	0.000
TRUCK DRIVER	S	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	S	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend: FC (Region)
TYP (Trade Type - All,Highway,Building,Flooding,Oil & Chip,Rivers)
CL (Class)
Base (Base Wage Rate)
FRMW (Fringe Rate)
Hol (Holidays) (Required for any hour greater than 8 worked each day, Mon through Fr.
OVT (Overtime) (OT is required for every hour worked on Saturday)
DBL (Overtime) (DT is required for every hour worked on Sunday and Holiday)
Ins (Health & Welfare Insurance)
Pens (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the County West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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The handling and unloading of all board, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic tile finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations. Electric equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and experimental purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in toll.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

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holding water on diamond or Carborundum blade or saw for setters cutting, use of rub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, making up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanitas, sanimyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plant; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograder; Backhoe with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and Similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

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type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rigs; Post Hole Diggers; Pre-Stress Machines; Pump Cretes (and Similar Type Concrete Equipment); Squeeze Crete; Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinders; Scoops - Tractor Drawn; Slip-Form Pavers; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders (under 2 1/2 yd.); Hoists, Automatic Hoists, Inside Elevators; Horses, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Skid Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Rollers; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operators; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.), Low Boys; Pumps, Well Point; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than Bobcats up to and including 3/4 cu yd.); Oilers; and Rough Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarifier; Asphalt Spreader; Autograder/GOMACO or other similar type machines; APG Paver; Backhoes with Cursor Attachment; Ballast

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Breaker; Belt Loader; Tie Back Rig; Air Dumper; Personnel Lift (Man Basket, Elevating or Reciprocating Boom Supported Platform); 1 cu. yd. Backhoe Bucket or over or with Attachments); Concrete Bucket (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Pump; Concrete Tube Float; Crane, all Attachments; Tractor, Sewer Cleaner or all Types; Diesel Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boat; Derricks, Traveling; Dowell Machine with Air Compressor; Dragline; Formless Curb and Gutter Machine; Grader, Elevating; Crusher, Motor Grader, Motor Patrol, Auto Patrol); Hone Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoe; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Crete; Rig; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Rotomill Grinders; Slip-Form Pavers; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engines); Tractor with Boom; Tractair with Attachments; Trenching Machines; Truck Mounted Concrete Pump with Boom, Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Reciprocating (2); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Eagle and or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Crete; Squeeze Crete; Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 3. Bulldozer Dragman, All Power Propelled; Cement Supply Tender; Compressor; Channel Retainer (2); Concrete Mixer (Two bag and Over); Conveyor, portable; Farm Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines, Post-Hole Diggers; Power Saw, Concrete; Power Screeds; Pug Mills; Rollers, other than Asphalt; Sand and Straw Blowers; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work boats; Dumpster-Pole-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro - Blasting; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractors; Welding Machines (3 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats; Bull; Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders.

Class 7. Cribbers and Machines of like nature.

OPERATING ENGINEER - FLOATING.

Class 1. Chief Foreman; Diver/Wet Tender; and Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Foreman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and its addition, assisting and aiding Marble, Mosaic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or Three Axle Trucks. Articulated Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hoppermen; Car and Truck Washers; Carry All; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self propelled Chip Spreader, Skipmen; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 men; Teamsters; Unskilled Dumpmen; and truck drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four Axle trucks; Dump Crete and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Rug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crete and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Rug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 48)

Prevailing Wages.
(Page 10 of 10)

Explanations.

Trucks: Mixer Trucks 4 yards or over, Mobile Cranes which in transit Oil Distributors, Semi operators Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, Semi operators Belly Dump trucks, 3 axles or more; Mechanic-Trucks Welder are Brick Setters.

Class 4. Six axle trucks; Dual purpose vehicles, such as equipped crane trucks with hoist and accessories; Foreman, Master Mechanic; Self loading equipment (Lee R.B. and trucks with scoops on the front.

Other Classification of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area No. 48)

Contractor's Performance And Payment Bond.

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original, provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved_____, 20____

_____ (Seal)

_____ (Seal)

_____
Purchasing Agent

_____ (Seal)

_____ (Seal)

Approved as to form and legality:

_____ (Seal)

_____
Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of the _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said _____, for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ of the _____, who _____ personally known to be the same person _____ whose name _____ subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____, for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ who _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 48)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 48)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

    b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

    c. Qualifications of the CPA Firm.

    d. Qualifications of the audit team.

    e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

    a. Proposals should be evaluated as submitted.

    b. Make a list of strengths and weaknesses for each to support its technical rating.

    c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

    d. Ask questions of the bidders to eliminate any ambiguities.

    e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

    a. Audit scope, objectives and purposes.

    b. Deadlines for the work to be performed.

    c. Audit fees.

    d. Report format, including providing a PDF digital version of the final audit.

    e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance; 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 48)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a find and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

_____

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

IMPOSITION OF TAX LEVY, APPROVAL OF 2013 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 54.

[O2012-6404]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2013 budget, and the approval of the service provider agreement for Special Service Area Number 54, amount to be levied: $86,315, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from timeto time (the "Code"); and

WHEREAS, On November 16, 2011, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 54 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2011 through and including 2020, not to exceed an annual rate of 0.415 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area on Sheridan Road, from Devon Avenue to Farwell Avenue; Loyola Avenue on the south side of the street, from Sheridan Road to 1245 West Loyola Avenue; and Albion Avenue on the south side of the street, from Sheridan Road to the train viaduct just east of Lakewood Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Sheridan Road Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of the Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services, and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Sheridan Road Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	Expenditures
Service Provider Agreement for the provision of Special Services	$90,388
TOTAL BUDGET REQUEST:	$90,388
Source Of Funding	
Tax levy at an annual rate not to exceed 0.415% of the equalized assessed value of the taxable property within Special Service Area Number 54	$86,315

	Expenditures
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$ 4,073

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(I)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $86,315 as the amount of the Services Tax for the tax year 2012.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by theCounty Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with DevCorp North, doing business as Rogers Park Business Alliance, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 54
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
DevCorp North, D.B.A. Rogers Park Business Alliance
Effective January 1, 2013 Through December 31, 2013.

This Agreement for the management of Special Service Area Number 54 is entered into on _ _ _ _ _ _, 2013 by and between DevCorp North d/b/a Rogers Park Business Alliance, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 54" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .415% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _ _ _ _ _ _ _, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on November 16, 2011, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('SSAC')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the

Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll

deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin, or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age

Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not

limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will

notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no

effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the

amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) 86.315 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $0 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $4,073; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $90,388.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed $90,388, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

6.06 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 is 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 $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 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and

health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2012, the Base Wage is $11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City

to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with

Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. I, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa,

unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Special Service Area #54 Commission
1448 W. Morse
Chicago, Illinois 60626

Department of Housing and Economic Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: DevCorp North d/b/a Rogers Park Business Alliance
1448 W. Morse
Chicago, Illinois 60626
Attention: Kimberly Bares

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Housing and Economic Development
as of _____, 20__.

CONTRACTOR
By: _____
Its: _____
Attested By: _____
Its: _____

State of
County of

This instrument was acknowledged before me on _____ (date) by (name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 54 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area No. 54)

Scope Of Services And Budget.
Schedule A: 2013 Special Service Area Budget And Services Summary.
City Of Chicago, Department Of Housing And Economic Development.

Sheridan Road Special Service Area #54

Service Provider Agency: Rogers Park Business Alliance

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+ Carry Over	+ Late Collections and Interest Income Thereon	= 2013 Budget
1.00 Advertising & Promotion	$ 2,100	+ $	+ $	= $ 2,100
2.00 Public Way Maintenance	$ 8,150	+ $	+ $	= $ 8,150
3.00 Public Way Aesthetics	$ 32,062	+ $	+ $	= $ 32,062
4.00 Tenant Retention/Attraction	$ 100	+ $	+ $	= $ 100
5.00 District Planning	$ 10,000	+ $	+ $	= $ 10,000
10.00 Personnel	$ 23,617	+ $	+ $	= $ 23,617
11.00 Admin Non-Personnel	$ 8,366	+ $	+ $	- $ 8,366
12.00 Loss Collection: 1.2%	$ 1,000	+ $	+ $	- $ 1,000
13.00 Late Collections and Interest Income Thereon	$ -	+ $	+ $ 4,073	- $ 4,073
GRAND TOTAL	$ 86,315	+ $	+ $ 4,073	- $ 90,388

2013 Budget	$ 90,388

LEVY ANALYSIS		
1	Estimated 2011 EAV	$20,152,950
2	Authorized Tax Rate Cap	0.4153%
3	Estimated 2012 Levy	86,315
4	Estimated Tax Rate to Generate 2012 Levy (EAV x Est. 2012 Levy = Est. Tax Rate)	0.2861%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
4.00 Tenant Retention/Attraction
5.00 District Planning

2013 BUDGET & SERVICES - SIGNATURE PAGE

Sheridan Road Special Service Area #54

Budget & Services Period: January 1, 2013 to December 31, 2013

The 2013 Budget & Services were approved by the SSA Commission

Jack S. Shumaker Jack S. Shumaker 7/27/12

SSA Chairperson Signature SSA Chairperson Printed Name Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 54)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS.

DevCorp North dba Rogers Park Business Alliance

Enter d/b/a if applicable.

Rogers Park Business Alliance

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party.

1448 W. Morse
Chicago, IL 60626
United States

C. Telephone:

773-508-5885

Fax:

(773) 508-9488

Email:

kbares@rogers-park.com

D. Name of contact person.

Ms. Kimberly Bares

E. Federal Employer Identification No. (if you have one).

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow DevCorp North dba Rogers Park Business Alliance to enter into a contract with HED to provide services in SSA #54 and to request a levy for SSA#54 2013 budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Ms. Dorothy Gregory
Title:	Director
Role:	Director
Officer/Director:	Ms. Summur Roberts
Title:	President
Role:	Both
Officer/Director:	Mr. Bob Fields
Title:	2nd Vice President
Role:	Both
Officer/Director:	Ms. Elizabeth Domes
Title:	1st Vice President
Role:	Both
Officer/Director:	Mr. Thomas FitzGibbon
Title:	Treasurer
Role:	Both
Officer/Director:	Ms. Mary Bao
Title:	Director
Role:	Director
Officer/Director:	Ms. Mina Cardenas
Title:	Director
Role:	Director
Officer/Director:	Ms. Denise DeBelle
Title:	Director
Role:	Director
Officer/Director:	Mr. Raphael Macias
Title:	Director

Role:	Director
Officer/Director:	Mr. Jim McHale
Title:	Secretary
Role:	Both
Officer/Director:	Mr. Rich Aronson
Title:	Director
Role:	Director
Officer/Director:	Mr. John (Jack) Swenson
Title:	Director
Role:	Director
Officer/Director:	Ms. Kimberly Bares
Title:	Executive Director
Role:	Both
Officer/Director:	Ms. Dena Al-Khatib
Title:	Director
Role:	Director
Officer/Director:	Mr. David Loggins
Title:	Director
Role:	Director
Officer/Director:	Mr. Anthony Masok
Title:	Director
Role:	Director
Officer/Director:	Ms. Leila Shekarkhar
Title:	Director
Role:	Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	JC's United Building Maintenance, Inc.
Anticipated/ Retained:	Retained
Business Address:	165 Easy Street Carol Stream, IL 60188 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$30,200.00

Estimated/Paid: Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government,
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or state antitrust statutes; fraud, embezzlement; theft; forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V,
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter.

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct, or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4, or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein

regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1 The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or

any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading

None

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants

that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City

/s/ 09/05/2012
Ms. Kimberly Bares
Executive Director
DevCorp North dba Rogers Park Business Alliance

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

EDS Number: 36262
Certificate Printed on: 09/05/2012

Date of This Filing:09/05/2012 03:12 PM
Original Filing Date:09/05/2012 03:12 PM

Disclosing Party: DevCorp North dba Rogers Park Business Alliance
Filed by: Ms. Kimberly Bares

Title:Executive Director

Matter: To allow DevCorp North dba Rogers Park Business Alliance to enter into a contract with HED to provide services in SSA #54 and to request a levy for SSA#54 2013 budget.
Applicant: DevCorp North dba Rogers Park Business Alliance
Specification #:
Contract #

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 54)

Special Service Area No. 54.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultant (e.g.: CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement. attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 54)

Special Service Area No. 54.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages

have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area No. 54)

Prevailing Wages.
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Cook County Prevailing Wage For
September 2012.

Trade Name	SG	TYP	C	Base	FRNGS	FN	F&W	OSA	OSH	H/W	Pension	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.79	9.020	0.000	0.500	
ASBESTOS ABT-MEC		BLD		32.650	0.000	1.5	1.5	2.0	10.82	10.60	0.000	0.720	
BOILERMAKER		BLD		43.450	47.350	2.0	2.0	2.0	6.970	14.66	6.000	0.350	
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	6.000	0.970	
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530	
CEMENT MASON		ALL		42.250	44.250	2.0	1.5	2.0	11.23	11.40	0.000	0.720	
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610	
COMM. ELECT.		BLD		37.500	40.100	1.5	1.5	2.0	8.420	9.960	1.650	0.700	
ELECTRIC PWR EQMT OP		ALL		42.350	46.350	1.5	1.5	2.0	10.68	13.50	0.000	0.430	
ELECTRIC PWR GRNDMAN		ALL		39.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.530	
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430	
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	6.000	0.750	
ELEVATOR CONSTRUCTOR		BLD		46.560	54.630	2.0	2.0	2.0	11.03	11.90	7.910	0.000	
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250	
GLAZIER		BLD		39.500	41.300	1.5	2.0	2.0	11.99	14.30	6.000	0.640	
HOT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.06	0.000	0.720	
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.20	19.09	0.000	0.350	
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500	
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530	
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.650	0.000	
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620	
MARBLE MASON		BLD		39.880	43.970	1.5	1.5	2.0	9.550	11.75	0.000	0.730	
MATERIAL TESTER I		ALL		36.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500	
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500	
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530	
OPERATING ENGINEER		BLD	1	45.200	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	6	40.300	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250	
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150	
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150	

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Prevailing Wages.
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Cook County Prevailing Wage For
September 2012.

OPERATING ENGINEER		BLD	5	46.250	51.450	1.5	1.5	2.0	11.45	5.15	0.000	1.15	
OPERATING ENGINEER		FLG	3	46.250	51.450	1.5	1.5	2.0	11.45	5.15	0.000	1.15	
OPERATING ENGINEER		HWY	1	43.250	51.450	1.5	1.5	2.0	11.45	10.15	0.000	1.15	
OPERATING ENGINEER		HWY	2	43.250	51.450	1.5	1.5	2.0	11.45	10.15	0.000	1.15	
OPERATING ENGINEER		HWY	3	46.250	51.450	1.5	1.5	2.0	11.45	10.15	0.000	1.15	
OPERATING ENGINEER		HWY	4	46.250	51.450	1.5	1.5	2.0	11.45	10.15	0.000	1.15	
OPERATING ENGINEER		HWY	5	46.250	51.450	1.5	1.5	2.0	11.45	10.15	0.000	1.15	
OPERATING ENGINEER		HWY	6	46.250	51.450	1.5	1.5	2.0	11.45	10.15	0.000	1.15	
OPERATING ENGINEER		HWY	7	46.250	51.450	1.5	1.5	2.0	11.45	10.15	0.000	1.15	
ORNAMNTL IRON WORKER		ALL		40.000	43.000	2.0	2.0	2.0	12.86	15.61	0.000	0.530	
PAINTER		ALL		40.000	47.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770	
PAINTER SIGNS		RIG		35.000	38.000	1.5	1.5	1.5	7.600	7.710	0.000	0.000	
PILEDRIVER		ALL		41.500	41.500	1.5	1.5	2.0	10.19	11.75	0.000	0.530	
PIPEFITTER		BLD		44.250	47.500	1.5	1.5	2.0	8.460	13.85	0.000	1.820	
PLASTERER		BLD		40.750	42.500	1.5	1.5	2.0	10.25	15.95	0.000	0.000	
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	5.060	0.000	0.780	
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.080	0.720	0.000	0.480	
SHEETMETAL WORKER		BLD		43.810	44.710	1.5	1.5	2.0	10.14	17.79	0.000	0.630	
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.960	0.000	0.000	
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.650	
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.70	19.09	0.000	0.350	
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970	
TERRAZZO FINISHER		BLD		39.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400	
TERRAZZO MASON		BLD		39.370	42.430	1.5	1.5	2.0	9.300	10.66	0.000	0.550	
TILE MASON		BLD		41.430	45.430	1.5	1.5	2.0	9.700	8.640	0.000	0.710	
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.170	0.000	0.000	
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E	ALL	3	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E	ALL	4	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	W	ALL	1	32.150	33.100	1.5	1.5	2.0	6.500	4.360	0.000	0.090	
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.360	0.000	0.090	
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.360	0.000	0.090	
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.360	0.000	0.090	
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940	

Legend: No Change)
Trk (Truck Type - All,Flatbed Building Material & Dump Kinds)
Code (Class)
Base (Base Wage Rate)
OSAH (Overtime Rate)
M-F8 (OT required for any hour greater than 8 worked each day, Mon through Fri)
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pension (Pension)
Vac (Vacation)
Trng (Training)

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Explanations.

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

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Prevailing Wages.
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Explanations.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations. Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

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Explanations.

holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

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Explanations.

type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hyvac Vac (and similar equipment); Locomotives, All; Motor Patrol; Observation Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Diggers; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rote Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2 1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¼ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type Machines; ABG Paver; Backhoes with Caisson Attachment; Ballast

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Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant, Combination Backhoe Front Endloader Machine, 1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Crater Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receive; (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Explanations.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, Al. Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Rug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Rug Bottom Dump Turnatrailers or turnapuls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

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Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area No. 54)

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. ________ and Specification No. ________ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed and made a condition hereof that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property arising directly or indirectly from, or in connection with work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended, provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved_____, 20____

_____ (Seal)

_____ _____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to form and legality:

_____ (Seal)

_____ _____ (Seal)

Assistant Corporation Counsel

PRINCIPAL, IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ President and _____ Secretary of the _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and _____, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ of the _____, who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

PRINCIPAL, IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ who _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20___

_____
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area No. 54)

Contractor's Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For Special Service Area No. 54)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner

which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

   a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the CPA Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a PDF digital version of the final audit.

   e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the

end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2013 Budget, 2013 Actual, Variance; 2012 Budget, 2012 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area No. 54)

City Of Chicago

Multi-Project Labor Agreement.

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining

agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8 This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16 The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner.

_____

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

_____

Its Duly Authorized Officer

AMENDMENT NO. 37 TO SMALL BUSINESS IMPROVEMENT FUND PROGRAM.
[O2012-7107]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving Amendment Number 37 to the Small Business Improvement Fund 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) 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, 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 and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, By an ordinance adopted by the City Council of the City ("City Council") on July 21,1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for said date at pages 8307 to 8344, inclusive (the "Program Ordinance"), the City implemented a redevelopment program known as the Small Business Improvement Fund program (the "Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas of the City; and

WHEREAS, By ordinances adopted by the City Council, the first on November 8, 2000 and published in the *Journal* for said date at pages 43877 to 43930, inclusive (the "First Amending Ordinance") and the most recently adopted on June 6, 2012 (the "Thirty-Sixth Amending Ordinance", collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "SBIF Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, The SBIF Ordinance authorized the Department of Housing and Economic Development ("HED") to fund the Program in the Western Avenue/Rock Island Redevelopment Project Area ("Western Avenue/Rock Island Area") in an amount not to exceed $950,000; and

WHEREAS, As part of the Program, the $950,000 funding previously authorized for the Western Avenue/Rock Island Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the Western Avenue/Rock Island Area; and

WHEREAS, HED desires to increase the amount of grant funds available in the Western Avenue/Rock Island Area by an additional $100,000 to a total, collective amount of $1,050,000; and

WHEREAS, HED desires to amend the SBIF Ordinance to incorporate provisions required by the City's contractor policy adopted in order to comply with the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" entered in *Shakman v. Democratic Organization of Cook County*, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois); and

WHEREAS, The City Council, under the SBIF Ordinance, authorized HED to enter into an agreement with SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), and HED entered into such agreement on March 12, 2001, which agreement continues in full

force and effect, as amended from time to time, pursuant to which SomerCor performs certain administrative services for the Program, and HED now desires to further amend that agreement by entering into a thirty-seventh amending agreement (the "Thirty-Seventh Amending Agreement") with SomerCor to: (a) increase the amount of grant funds available in the Western Avenue/Rock Island Area by an additional $100,000 to a total, collective amount of $1,050,000; (b) incorporate necessary provisions for compliance with the Shakman Accord; and (c) authorize SomerCor to continue providing the same administrative services for the program, which the Thirty-Seventh Amending Agreement is set forth in more detail on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, The City's obligation to provide funds under the Thirty-Seventh Amending Agreement may be met through (i) incremental taxes from the Western Avenue/Rock Island Area; or (ii) any other funds legally available to the City for this purpose; 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. SomerCor is hereby authorized to administer the Program in the Western Avenue/Rock Island Area, subject to the supervision of HED.

SECTION 3. The Commissioner of HED or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Thirty-Seventh Amending Agreement between Somercor and the City substantially in the form attached hereto as Exhibit A and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Thirty-Seventh Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Thirty-Seventh Amending Agreement.

SECTION 4. 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. All sections of the SBIF Ordinance in conflict with this ordinance are hereby repealed to the extent of such conflict. 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 5. This ordinance shall be effective as of the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Thirty-Seventh Amending Agreement
To
Administrative Services Agreement
With SomerCor 504, Inc.

This Thirty-Seventh Amending Agreement to Administrative Services Agreement (the "Agreement") is made this ___ day of _____ 2012, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 601 South LaSalle Street Street, Suite 510, Chicago, Illinois 60605 and whose federal tax identification number is 36-3837330.

WHEREAS, 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 and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, by ordinances adopted by the City Council of the City on July 21, 1999 and on November 8, 2000, and published in the Journal of Proceedings of the City Council for said dates at pages 8307 to 8344, inclusive, and pages 43877-43930, inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

WHEREAS, the City Council, under the SBIF Ordinances, authorized HED to enter into agreements with SomerCor, and HED and SomerCor entered into one agreement on September 22, 1999 ("First SomerCor Agreement") and another agreement on March 12, 2001 ("Second SomerCor Agreement"), to administer the SBIF Programs on behalf of the City; and

WHEREAS, in an ordinance adopted by the City Council on October 31, 2001 and published in the Journal of Proceedings of the City Council for said date at pages 69965 through 70047, inclusive, (the "Midwest TIF Area Ordinance") the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Midwest TIF Area (the "Midwest TIF Area Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on May 1, 2002, and published in the Journal of Proceedings of the City Council for said date at pages 83769 to 83781, inclusive ("Second Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Portage Park, Western Avenue North, Western Avenue South, Fullerton/Milwaukee and Belmont/Central TIF Areas (the "Second Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on December 4, 2002, and published in the Journal of Proceedings of the City Council for said date at pages 100124 to 100135, inclusive ("Third Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Madison/Austin Corridor and Humboldt Park Commercial TIF Areas (the "Third Amending Agreement"), and

WHEREAS, by an ordinance adopted by the City Council of the City on February 5, 2003, and published in the Journal of Proceedings of the City Council for said date at pages 102793 to 102803, inclusive ("Fourth Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Northwest Industrial Corridor Redevelopment Project Area (the "Fourth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on July 9, 2003, and published in the Journal of Proceedings of the City Council for said date at pages 3418 to 3424, inclusive ("Fifth Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Fifth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on November 3, 2004, and published in the Journal of Proceedings of the City Council for said date at pages 34545 to 34554, inclusive ("Sixth Amending Ordinance"), HED extended the SBIF Program to the Lawrence/Kedzie Redevelopment Project Area of the City (the "Sixth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on September 14, 2005 and published in the Journal of Proceedings of the City Council for said date at pages 54724 to 54740, inclusive ("Seventh Amending Ordinance"), HED extended the SBIF Program to the 63rd/Pulaski, Belmont/Cicero, Lawrence/Pulaski, Peterson/Pulaski, West Irving Park, Greater Southwest-West, Galewood/Armitage Industrial, Pilsen Industrial Corridor, 119th and Halsted, and Pulaski Corridor Redevelopment Project Areas of the City and increased the amount of grant funds available in the Fullerton/Milwaukee Redevelopment Project Area and the Lawrence/Kedzie Redevelopment Project Area (the "Seventh Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on September 13, 2006 and published in the Journal of Proceedings of the City Council for said date at pages 83420 to 83440, inclusive ("Eighth Amending Ordinance"), HED extended the SBIF Program to twenty-one redevelopment project areas of the City (the "Eighth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on February 7, 2007 and published in the Journal of Proceedings of the City Council for said date at pages 97661 to 97672, inclusive ("Ninth Amending Ordinance"), HED extended the SBIF Program to the 63rd/Ashland and Devon/Western Redevelopment Project Areas of the City (the "Ninth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 13, 2007 and published in the Journal of Proceedings of the City Council for said date at pages 2395 to 2402, inclusive ("Tenth Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Tenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on October 31, 2007 and published in the Journal of Proceedings of the City Council for said date at pages 10929 to 10942, inclusive ("Eleventh Amending Ordinance"), HED extended the SBIF Program to certain redevelopment project areas of the City (the "Eleventh Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 11, 2008 and published in the Journal of Proceedings of the City Council for said date at pages 28833 to 28843, inclusive ("Twelfth Amending Ordinance"), HED extended the SBIF Program to the Michigan/Cermak Redevelopment Project Area of the City (the "Twelfth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on September 10, 2008 and published in the Journal of Proceedings of the City Council for said date at pages 36267 to 36277, inclusive ("Thirteenth Amending Ordinance"), HED extended the SBIF Program to the Irving/Cicero Redevelopment Project Area of the City (the "Thirteenth Amending Agreement") and

WHEREAS, by an ordinance adopted by the City Council of the City on September 10, 2008 and published in the Journal of Proceedings of the City Council for said date at pages 36704 to 36711, inclusive ("Fourteenth Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Fourteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on February 11, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 54738 to 54748, inclusive ("Fifteenth Amending Ordinance"), HED extended the SBIF Program to the Hollywood/Sheridan Redevelopment Project Area of the City (the "Fifteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on March 18, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 55750 to 55762, inclusive ("Sixteenth Amending Ordinance"), HED extended the SBIF Program to the Elston/Armstrong Industrial Corridor Redevelopment Project Area and 47th/Ashland Redevelopment Project Area of the City (the "Sixteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on April 22, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 57265 to 57276, inclusive ("Seventeenth Amending Ordinance"), HED extended the SBIF Program to the Lawrence/Broadway Redevelopment Project Area and Touhy/Western Redevelopment Project Area of the City (the "Seventeenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on May 13, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 60322 to 60333, inclusive ("Eighteenth Amending Ordinance"), HED extended the SBIF Program to the Austin Commercial Redevelopment Project Area of the City (the "Eighteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 3, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 63080 to 63090, inclusive ("Nineteenth Amending Ordinance"), HED increased the amount of grant funds available in the Clark Street and Ridge Avenue Redevelopment Project Area by an additional $1,000,000 to a total, collective amount of $1,750,000 (the "Nineteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 30, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 64859 to 64871, inclusive ("Twentieth Amending Ordinance"), HED extended the SBIF Program to the Midway Industrial Corridor Redevelopment Project Area and increased the amount of grant funds available in the Peterson/Pulaski Redevelopment Project Area by an additional $1,000,000 to a total, collective amount of $1,500,000 (the "Twentieth Amending Agreement"), and

WHEREAS, by an ordinance adopted by the City Council of the City on September 9, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 69297 to 69308, inclusive ("Twenty-First Amending Ordinance"), HED increased the amount of grant funds available in the 35th/Halsted Redevelopment Project Area by an additional $500,000 to a total, collective amount of $1,250,000 (the "Twenty-First Amending Agreement"), and

WHEREAS, by an ordinance adopted by the City Council of the City on November 18, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 74011 to 74023, inclusive ("Twenty-Second Amending Ordinance"), HED extended the SBIF Program to the 95th Street and Stony Island Avenue, Avalon Park/South Shore, Harlem Industrial Park Conservation, and Western Avenue/Rock Island Redevelopment Project Areas of the City (the "Twenty-Second Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on December 2, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 79524 to 79546, inclusive ("Twenty-Third Amending Ordinance"), HED restated the SBIF Program Rules, extended the SBIF Program to the Avondale and Woodlawn Redevelopment Project Areas, and increased the amount of grant funds available in the Northwest Industrial Corridor Redevelopment Project Area by an additional $1,000,000 to a total, collective amount of $2,500,000 (the "Twenty-Third Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on January 13, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 82434 to 82446, inclusive ("Twenty-Fourth Amending Ordinance"), HED extended the SBIF Program to the Addison South Redevelopment Project Area (the "Twenty-Fourth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on February 10, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 83847 to 83861, inclusive ("Twenty-Fifth Amending Ordinance"), HED extended the SBIF Program to the 47th/King Drive, 79th Street Corridor and Armitage/Pulaski Redevelopment Project Areas and increased the amount of grant funds available in the Madison/Austin Corridor and Western Avenue North Redevelopment Project Areas (the "Twenty-Fifth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 9, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 92472 to 92483, inclusive ("Twenty-Sixth Amending Ordinance"), HED increased the amount of grant funds available in the Hollywood/Sheridan Redevelopment Project Area by an additional $750,000 to a total, collective amount of $1,150,000 (the "Twenty-Sixth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 30, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 94477 to 94491, inclusive ("Twenty-Seventh Amending Ordinance"), HED extended the SBIF Program to the Roosevelt/Cicero, Western/Ogden and Little Village Industrial Corridor Redevelopment Project Areas and increased the amount of grant funds available in the Belmont/Central and Portage Park Redevelopment Project Areas (the "Twenty-Seventh Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on October 6, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 99933 to 99946, inclusive ("Twenty-Eighth Amending Ordinance"), HED extended the SBIF Program to the Roosevelt/Homan and Ogden/Pulaski Redevelopment Project Areas and increased the amount of grant funds available in the Devon and Western and Western Avenue/Rock Island Redevelopment Project Areas (the "Twenty-Eighth Amending Agreement"), and

WHEREAS, by an ordinance adopted by the City Council of the City on November 3, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 104150 to 104161, inclusive ("Twenty-Ninth Amending Ordinance"), HED increased the amount of grant funds available in the 111th Street/Kedzie Avenue Business District Redevelopment Project Area ("111th/Kedzie Area") by an additional $750,000 to a total, collective amount of $1,750,000, and

WHEREAS, by an ordinance adopted by the City Council of the City on February 9, 2011 and published in the Journal of Proceedings of the City Council for said date at pages 111666 to 111678, inclusive ("Thirtieth Amending Ordinance"), HED extended the SBIF Program to the Read/Dunning Redevelopment Project Area and increased the amount of grant funds available in the Midwest Redevelopment Project Area by an additional $1,000,000 to a total, collective amount of $2,500,000; and

WHEREAS, by an ordinance adopted by the City Council of the City on June 8, 2011 and published in the Journal of Proceedings of the City Council for said date at pages 200 to 213, inclusive ("Thirty-First Amending Ordinance"), HED increased the amount of grant funds available in the 35th/Halsted Redevelopment Project Area by an additional $500,000 to a total, collective amount of $1,750,000; increased the amount of grant funds available in the 47th/King Drive Redevelopment Project Area by an additional $1,000,000 to a total, collective amount of $1,500,000, increased the amount of grant funds available in the North Branch South Redevelopment Project Area by an additional $500,000 to a total, collective amount of $1,000,000; and increased the amount of grant funds available in the Portage Park Redevelopment Project Area by an additional $500,000 to a total, collective amount of $1,660,000; and

WHEREAS, by an ordinance adopted by the City Council of the City on July 28, 2011 and published in the Journal of Proceedings of the City Council for said date at pages 3789 to 3802, inclusive ("Thirty-Second Amending Ordinance"), HED extended the SBIF Program to the Ewing Avenue Redevelopment Project Area; and

WHEREAS, by an ordinance adopted by the City Council of the City on November 2, 2011 and published in the Journal of Proceedings of the City Council for said date at pages 9614 to 9626, inclusive ("Thirty-Third Amending Ordinance"), HED increased the amount of grant funds available in the Portage Park Redevelopment Project Area by an additional $500,000 to a total, collective amount of $2,160,000; and

WHEREAS, by an ordinance adopted by the City Council of the City on April 24, 2012 and published in the Journal of Proceedings of the City Council for said date at pages 24129 to 24159, inclusive ("Thirty-Fourth Amending Ordinance"), HED amended the Program Rules for the SBIF Program, extended the SBIF Program to the Archer/Central, Division/Homan and 47th/State redevelopment project areas, and increased the amount of grant funds available in nine additional redevelopment project areas; and

WHEREAS, by an ordinance adopted by the City Council of the City on April 24, 2012 and published in the Journal of Proceedings of the City Council for said date at pages 24160 to 24175, inclusive ("Thirty-Fifth Amending Ordinance"), HED extended the SBIF Program to the Irving Park/Elston redevelopment project area and increased the amount of grant funds available in seven other redevelopment project areas; and

WHEREAS, by an ordinance adopted by the City Council of the City on June 6, 2012 and published in the Journal of Proceedings of the City Council for said date at pages 27953 to 27967, inclusive ("Thirty-Sixth Amending Ordinance"), HED extended the SBIF Program to four additional redevelopment project areas, and

WHEREAS, by an ordinance adopted by the City Council of the City on _____, 2012 and published in the Journal of Proceedings of the City Council for said date at pages _____ to _____, inclusive ("Thirty-Seventh Amending Ordinance"), HED increased the amount of grant funds in the Western Avenue/Rock Island redevelopment project area, and

WHEREAS, HED desires to amend the Second SomerCor Agreement to incorporate provisions required by the City's contractor policy adopted in order to comply with the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois); and

WHEREAS, the Thirty-Seventh Amending Ordinance authorized HED to enter into an agreement with SomerCor to continue to provide SBIF Program administrative services, and HED and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the Thirty-Seventh Amending Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I

INCORPORATION AND RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

ARTICLE III

AMENDMENTS TO SECOND SOMERCOR AGREEMENT

1 The Second SomerCor Agreement, as amended, is further amended, as follows:

(a) amend the text in Exhibit 5 thereof increasing the maximum funds available for the following Area, as follows

Western Avenue/Rock Island $1,050,000

(b) substitute the following for each occurrence of "One Hundred and Two Million Three Hundred and Ten Thousand Dollars ($102,310,000)" in Section 4.2 thereof:

One Hundred and Three Million Three Hundred and Ten Thousand Dollars ($103,310,000)

2 Add the following new Section 6.21 to the Second SomerCor Agreement.

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) SomerCor is aware that City policy prohibits City employees from directing any individual to apply for a position with SomerCor, either as an employee or as a subcontractor, and from directing SomerCor to hire an individual as an employee or as a subcontractor. Accordingly, SomerCor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by SomerCor under this Agreement are employees or subcontractors of SomerCor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by SomerCor.

(c) SomerCor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public

office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to SomerCor by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, SomerCor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. SomerCor will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement

Except as set forth herein, the Agreement is not amended

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

SomerCor shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form of Exhibit 1, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the City and SomerCor have executed this Agreement as of the date first set forth above.

CITY OF CHICAGO

By: _____
Commissioner, Department
of Housing and Economic Development

SOMERCOR 504, INC.

By: _____

Its: _____

(Sub)Exhibit 1 referred to in this Thirty-Seventh Amending Agreement to Administrative Services Agreement with SomerCor 504, Inc. reads as follows:

(Sub)Exhibit 1.
(To Thirty-Seventh Amending Agreement To Administrative Services Agreement With SomerCor 504, Inc.)

Form Of Counsel's Opinion.

_____ . . , 2012

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street
Chicago, Illinois 60602

Re: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

I have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Housing and Economic Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor, I have examined:

(i) an executed original of the Agreement;

(ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois;

(iii) the Bylaws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof; and

(iv) the Certificate of Good Standing dated _____, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor.

In my capacity as counsel, I have also examined such other documents or instruments as I have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

I have also assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by me.

I express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; and (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state.

Based upon and subject to the assumptions and qualifications herein stated, it is my opinion that:

1. SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois. SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by the Agreement.

2. The Agreement has been duly executed and delivered on behalf of SomerCor, and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.

3. There is no action, suit or proceeding at law or in equity pending, nor to my knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.

4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.

5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:

   A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the Bylaws of SomerCor, (iii) any provision of any contract or other instrument to which SomerCor is bound, or (iv) any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or

   B. a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.

6. No action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

This opinion is furnished for your benefit and may be relied upon by you and any such other party in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without written consent from the undersigned.

Very truly yours,

SETTLEMENT AGREEMENT REGARDING CASE OF *WILLIAM KURTZ V. CITY OF CHICAGO AND PABLO MENDOZA.*

[Or2012-623]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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 for the following case: *William Kurtz v. City of Chicago and Pablo Mendoza*, cited as 09 L 121762, in the amount of $1,365,000, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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: *William Kurtz v. City of Chicago and Pablo Mendoza*, cited as 09 L 121762, in the amount of $1,365,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *MAURICE PATTERSON V. CITY OF CHICAGO, CHICAGO POLICE OFFICERS ROBERT GARZA, ANTHONY AMATO, WILLIAM DAVIS, DELORES MYLES, BRIAN FORBERG, JOHN FOSTER, JAMES MICHAELS, TIMOTHY NOLAN, RONNIE LEWIS AND ILLINOIS STATE POLICE EMPLOYEE MICHAEL KOPINA.*

[Or2012-624]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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 for the following case. *Maurice Patterson v. City of Chicago, Chicago Police Officers Robert Garza, Anthony Amato, William Davis, Delores Myles, Brian Forberg, John Foster, James Michaels, Timothy Nolan, Ronnie Lewis and Illinois State Police employee Michael Kopina*, cited as 11 C 7052, in the

amount of $3,400,000, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48

Nays -- None.

Alderman Pope 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: *Maurice Patterson v. City of Chicago, Chicago Police Officers Robert Garza, Anthony Amato, William Davis, Dolores Myles, Brian Forberg, John Foster, James Michaels, Timothy Nolan, Ronnie Lewis and Illinois State Police employee Michael Kopina*, cited as 11 C 7052, in the amount of $3,400,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *THOMAS QUINN V. CITY OF CHICAGO.*

[Or2012-625]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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 for the following case: *Thomas Quinn v. City of Chicago*, cited as 10 L 14498, in the amount of $170,000, 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 Moreno, Fiorelli, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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: *Thomas Quinn v. City of Chicago*, cited as 10 L 14498, in the amount of $170,000.

PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four orders authorizing the payment of hospital and medical expenses of police officers and firefighters 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 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Regular Orders
(Each Amount Not To Exceed $1,000.00)

[Or2012-626]

Ordered, That the City Comptroller is authorized and directed to issue payments, each in an amount not to exceed $1,000.00, 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 payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937; 610-57-4415-0937; 740-57-4415-0937; 100-59-2005-0937; 610-59-4415-0937; and 740-59-4415-0937.

[Regular orders printed on pages 34670 through 34833 of this *Journal*.]

Regular Orders.
(All Amounts)

[Or2012-628]

Ordered, That the City Comptroller is authorized and directed to issue payments, 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 payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937; 610-57-4415-0937; 740-57-4415-0937; 100-59-2005-0937; 610-59-4415-0937; and 740-59-4415-0937.

[Regular orders printed on pages 34834 through 34846 of this *Journal*.]

City Of Chicago

Police & Fire Regular Orders

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
Insured Name1: City Of Chicago Fire					
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$6 50
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$0 32
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$6 50
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$0 32
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$6 50
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$0 32
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$0 58
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$0 32
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$6 50
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$6 50
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$0 58
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$6 50
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$6 50
01/21/2012	YOZA, KENNETH	8733		City Of Chicago Fire	$6 50
07/30/2006	Whitman, Stephen	F	09999	City Of Chicago Fire	$47 23
07/30/2006	Whitman, Stephen	F	09999	City Of Chicago Fire	$6 50
04/28/2003	Walz, Randall	C	00410	City Of Chicago Fire	$235.77
07/16/2012	WISNIEWSKI, RONALD	8731		City Of Chicago Fire	$114 26
07/16/2012	WISNIEWSKI, RONALD	8731		City Of Chicago Fire	$23.19
07/16/2012	WISNIEWSKI, RONALD	8731		City Of Chicago Fire	$6.50
07/16/2012	WISNIEWSKI, RONALD	8731		City Of Chicago Fire	$141 20
07/16/2012	WISNIEWSKI, RONALD	8731		City Of Chicago Fire	$270 99
07/16/2012	WISNIEWSKI, RONALD	8731		City Of Chicago Fire	$6 50
02/27/2012	WILLIAMS SR, ANTHONY	8735		City Of Chicago Fire	$6 50
02/27/2012	WILLIAMS SR, ANTHONY	8735		City Of Chicago Fire	$6 50
02/27/2012	WILLIAMS SR, ANTHONY	8735		City Of Chicago Fire	$0 71
02/27/2012	WILLIAMS SR, ANTHONY	8735		City Of Chicago Fire	$324 84
04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$6 31
04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$155.43

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$6.31
04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$6.50
04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$155.43
04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$6.31
04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$6.50
04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$6.50
08/14/2012	WHALEN, SCOTT	8811		City Of Chicago Fire	$6.50
08/14/2012	WHALEN, SCOTT	8811		City Of Chicago Fire	$6.50
08/14/2012	WHALEN, SCOTT	8811		City Of Chicago Fire	$314.94
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$6.50
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$3.94
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$460.58
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$6.50
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$0.85
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$51.44
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$6.50
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$3.94
06/29/2012	WESTBROOK, ANTOINE	8801		City Of Chicago Fire	$51.44
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6.50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$277.11
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$5.26
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6.50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$135.73
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6.50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$120.56
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$24.42
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6.50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6.50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$14.71
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6.50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$5.71
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6.50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$17.37

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$271 05
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$5 26
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6 50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$135.73
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$416 48
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6.50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$30 87
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$147.13
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6 50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$15 77
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$136.20
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$6 50
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$5.71
03/24/2011	WELSH, DAVID	8819		City Of Chicago Fire	$125 06
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$15 75
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$152 78
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$6 50
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$0.28
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$51.44
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$6 50
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$3.94
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$180.58
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$6.50
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$387.99
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$6.50
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$6.83
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$6.50
07/12/2012	WELLS, LAWRENCE	8731		City Of Chicago Fire	$89.04
07/15/2012	WEBER, LISA	8750		City Of Chicago Fire	$14.46
07/15/2012	WEBER, LISA	8750		City Of Chicago Fire	$6.50
06/22/2012	WATERS JR, JOHN	8750		City Of Chicago Fire	$6.50
07/30/2012	WASSERMAN, JOEL	8749		City Of Chicago Fire	$65.15
07/30/2012	WASSERMAN, JOEL	8749		City Of Chicago Fire	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/30/2012	WASSERMAN, JOEL	8749		City Of Chicago Fire	$0 79
07/30/2012	WASSERMAN, JOEL	8749		City Of Chicago Fire	$344.19
07/30/2012	WASSERMAN, JOEL	8749		City Of Chicago Fire	$6 50
07/05/2012	WARFIELD, JESSE	8801		City Of Chicago Fire	$327 23
07/05/2012	WARFIELD, JESSE	8801		City Of Chicago Fire	$6.50
03/23/2010	WALSH, MICHAEL	8731		City Of Chicago Fire	$37.80
07/17/2010	WALSH, KEVIN	8731		City Of Chicago Fire	$168.03
08/07/2012	WALSH, JENNIFER	8750		City Of Chicago Fire	$54.39
08/07/2012	WALSH, JENNIFER	8750		City Of Chicago Fire	$6 50
08/07/2012	WALSH, JENNIFER	8750		City Of Chicago Fire	$180.58
08/07/2012	WALSH, JENNIFER	8750		City Of Chicago Fire	$6.50
08/07/2012	WALSH, JENNIFER	8750		City Of Chicago Fire	$99.91
01/26/2012	WALSH, GREGG	8811		City Of Chicago Fire	$6 50
05/23/2012	WALCHUK, VICTOR	8737		City Of Chicago Fire	$6.50
05/23/2012	WALCHUK, VICTOR	8737		City Of Chicago Fire	$84 85
05/23/2012	WALCHUK, VICTOR	8737		City Of Chicago Fire	$22.02
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$27 75
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$176.10
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$505 08
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$7 15
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6 50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$16 60
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6 50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$148 03
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6 50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$125 06
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$201 63
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6 44
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6 50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$137 00
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$318 58

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$2.13
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$29.18
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
02/20/2012	VARGAS, FERNANDO			City Of Chicago Fire	$131.41
02/20/2012	VARGAS, FERNANDO			City Of Chicago Fire	$175.83
02/20/2012	VARGAS, FERNANDO			City Of Chicago Fire	$47.63
02/20/2012	VARGAS, FERNANDO			City Of Chicago Fire	$6.50
02/20/2012	VARGAS, FERNANDO			City Of Chicago Fire	$0.58
02/20/2012	VARGAS, FERNANDO			City Of Chicago Fire	$6.50
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$84.85
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$926.81
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$13.67
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$6.50
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$13.60
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$86.29
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$6.50
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$35.31
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$6.50
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$22.02
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$6.50
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$6.50
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$6.50
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$133.51
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$6.50
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$1.62
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$58.29
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$6.50
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$6.50
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$353.35
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$6.50
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$326.78

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$6.50
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$326.78
07/19/2012	VALENTINI, SALVATORE	8750		City Of Chicago Fire	$2.37
09/25/2009	ULRICH, CHRISTOPHER	8801		City Of Chicago Fire	$70.23
09/25/2009	ULRICH, CHRISTOPHER	8801		City Of Chicago Fire	$113.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$163.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$3.77
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$147.53
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$163.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$3.77
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$147.53
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$3.77
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$147.53
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$163.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$73.14
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$163.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$163.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$73.14
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$425.58
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$163.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$163.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/31/2005	Taylor, Jeff	F	00359	City Of Chicago Fire	$6 50
08/31/2005	Taylor, Jeff	F	00359	City Of Chicago Fire	$6.50
08/31/2005	Taylor, Jeff	F	00359	City Of Chicago Fire	$850 26
08/06/2012	TURNER, ROY	8811		City Of Chicago Fire	$940 71
08/06/2012	TURNER, ROY	8811		City Of Chicago Fire	$6 50
01/08/2012	TURNER, LYDARA	8801		City Of Chicago Fire	$6 50
01/08/2012	TURNER, LYDARA	8801		City Of Chicago Fire	$924.43
01/08/2012	TURNER, LYDARA	8801		City Of Chicago Fire	$5.40
01/08/2012	TURNER, LYDARA	8801		City Of Chicago Fire	$6 50
01/08/2012	TURNER, LYDARA	8801		City Of Chicago Fire	$1 70
01/08/2012	TURNER, LYDARA	8801		City Of Chicago Fire	$132 95
08/14/2011	TREZEK, WILLIAM	8735		City Of Chicago Fire	$6 50
08/14/2011	TREZEK, WILLIAM	8735		City Of Chicago Fire	$719 76
08/14/2011	TREZEK, WILLIAM	8735		City Of Chicago Fire	$18 39
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$6 50
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$6 50
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$156.04
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$57 95
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$1 89
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$15.69
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$6 50
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$0.70
08/01/2012	TORONYI, SCOTT	8750		City Of Chicago Fire	$180 58
08/01/2012	TORONYI, SCOTT	8750		City Of Chicago Fire	$6.50
06/24/2012	THEEKE, JANIECE	8749		City Of Chicago Fire	$2.69
06/24/2012	THEEKE, JANIECE	8749		City Of Chicago Fire	$221.86
06/24/2012	THEEKE, JANIECE	8749		City Of Chicago Fire	$6.50
08/01/2012	TAYLOR, PERRY	8801		City Of Chicago Fire	$267.65
08/01/2012	TAYLOR, PERRY	8801		City Of Chicago Fire	$6.50
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$96.14
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$0 92
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$6 50
04/10/1990	Strickler, Bernard	F	00320	City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
10/10/2005	Spencer, John	F	00488	City Of Chicago Fire	$372 00
10/25/2001	Sorrentino, Nicholas	F	00367	City Of Chicago Fire	$803 33
10/25/2001	Sorrentino, Nicholas	F	00367	City Of Chicago Fire	$155 69
10/25/2001	Sorrentino, Nicholas	F	00367	City Of Chicago Fire	$364 42
10/25/2001	Sorrentino, Nicholas	F	00367	City Of Chicago Fire	$998.36
10/25/2001	Sorrentino, Nicholas	F	00367	City Of Chicago Fire	$575 18
10/25/2001	Sorrentino, Nicholas	F	00367	City Of Chicago Fire	$155 69
12/03/2000	Smopoli, Enzo	M	09999	City Of Chicago Fire	$6 50
08/21/2012	SUTHERLAND, JEAN	8750		City Of Chicago Fire	$6.50
08/21/2012	SUTHERLAND, JEAN	8750		City Of Chicago Fire	$6.50
08/21/2012	SUTHERLAND, JEAN	8750		City Of Chicago Fire	$23.09
08/21/2012	SUTHERLAND, JEAN	8750		City Of Chicago Fire	$12.68
08/21/2012	SUTHERLAND, JEAN	8750		City Of Chicago Fire	$903 31
08/21/2012	SUTHERLAND, JEAN	8750		City Of Chicago Fire	$6.50
08/21/2012	SUTHERLAND, JEAN	8750		City Of Chicago Fire	$180.58
08/11/2012	SULLIVAN, TERRENCE	8750		City Of Chicago Fire	$65 02
08/11/2012	SULLIVAN, TERRENCE	8750		City Of Chicago Fire	$6 50
08/11/2012	SULLIVAN, TERRENCE	8750		City Of Chicago Fire	$41.26
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$338.62
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6.50
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$0.63
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$351.12
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6 50
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$0.66
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$338.62
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6.50
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$0.63
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$334.15
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6 50
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$0.62
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$310 73
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6.50
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$0.58

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$294.55
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$0.55
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6.50
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$294.55
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$0.67
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6.50
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$357.41
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$0.55
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$1.29
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6.50
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$693.04
02/07/2012	SULLIVAN, MARK	8731		City Of Chicago Fire	$6.50
03/08/2012	STRONG, DERRICK	8801		City Of Chicago Fire	$423.27
03/08/2012	STRONG, DERRICK	8801		City Of Chicago Fire	$6.50
03/08/2012	STRONG, DERRICK	8801		City Of Chicago Fire	$17.18
03/08/2012	STRONG, DERRICK	8801		City Of Chicago Fire	$160.58
03/08/2012	STRONG, DERRICK	8801		City Of Chicago Fire	$6.50
04/24/2012	STALA, ROBERT	8811		City Of Chicago Fire	$711.11
04/24/2012	STALA, ROBERT	8811		City Of Chicago Fire	$5.05
04/24/2012	STALA, ROBERT	8811		City Of Chicago Fire	$220.45
04/24/2012	STALA, ROBERT	8811		City Of Chicago Fire	$1.57
04/24/2012	STALA, ROBERT	8811		City Of Chicago Fire	$29.66
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$6.50
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$553.29
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$793.45
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$1.36
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$6.50
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$740.69
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$6.50
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$254.35
02/27/2012	SPURLIN, SHAWN	8731		City Of Chicago Fire	$6.50
07/10/2012	SPENCER, MICHAEL	8728		City Of Chicago Fire	$6.50
07/10/2012	SPENCER, MICHAEL	8728		City Of Chicago Fire	$189.13

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/10/2012	SPENCER, MICHAEL	8728		City Of Chicago Fire	$6 50
07/10/2012	SPENCER, MICHAEL	8728		City Of Chicago Fire	$191.31
07/10/2012	SPENCER, MICHAEL	8728		City Of Chicago Fire	$65 24
07/10/2012	SPENCER, MICHAEL	8728		City Of Chicago Fire	$6 50
07/10/2012	SPENCER, MICHAEL	8728		City Of Chicago Fire	$825 31
06/23/2012	SOFIA, CHRISTOPHER	8801		City Of Chicago Fire	$71.50
06/23/2012	SOFIA, CHRISTOPHER	8801		City Of Chicago Fire	$6 50
06/23/2012	SOFIA, CHRISTOPHER	8801		City Of Chicago Fire	$20.05
06/23/2012	SOFIA, CHRISTOPHER	8801		City Of Chicago Fire	$784.87
06/23/2012	SOFIA, CHRISTOPHER	8801		City Of Chicago Fire	$6 50
06/23/2012	SOFIA, CHRISTOPHER	8801		City Of Chicago Fire	$25 09
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$147 31
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$1 97
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$15 92
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$147.68
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$6 50
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$16.26
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$150 20
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$6 50
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$18.59
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$147 31
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$6 50
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$15 92
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$138.43
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$6.50
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$7 75
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$111.44
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$6 50
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$6.50
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$390.69
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$6.50
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$6.50
05/30/2012	SILAS, HAROLD	8801		City Of Chicago Fire	$32.83

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/30/2012	SILAS, HAROLD	8801		City Of Chicago Fire	$6.50
05/30/2012	SILAS, HAROLD	8801		City Of Chicago Fire	$808.98
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$6.50
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$51.89
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$14.32
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$6.50
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$0.37
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$7.36
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$6.50
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$6.54
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$181.26
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$6.50
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$160.98
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$2.90
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$6.50
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$2.19
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$6.50
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$0.45
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$6.50
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$0.58
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$6.50
07/06/2012	SEMRAU, MARZENA	8801		City Of Chicago Fire	$16.81
07/06/2012	SEMRAU, MARZENA	8801		City Of Chicago Fire	$6.50
05/28/2010	SCHNEIDER, TIMOTHY	8811		City Of Chicago Fire	$153.39
05/28/2010	SCHNEIDER, TIMOTHY	8811		City Of Chicago Fire	$2.26
05/28/2010	SCHNEIDER, TIMOTHY	8811		City Of Chicago Fire	$6.50
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$466.09
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$401.53
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$55.66
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$65.15
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$0.79
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$6.50
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$15.32
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$6.50
07/08/2012	SCANLON, MICHAEL	8811		City Of Chicago Fire	$303.25
08/24/2010	SANICKI, BRADLEY	8811		City Of Chicago Fire	$6.50
08/24/2010	SANICKI, BRADLEY	8811		City Of Chicago Fire	$9.01
08/24/2010	SANICKI, BRADLEY	8811		City Of Chicago Fire	$134.66
07/04/2012	RYBAKOWSKI, LAWRENCE	8731		City Of Chicago Fire	$86.59
07/04/2012	RYBAKOWSKI, LAWRENCE	8731		City Of Chicago Fire	$6.50
01/19/2012	RUSSIAKY, GEORGE	8801		City Of Chicago Fire	$236.02
01/19/2012	RUSSIAKY, GEORGE	8801		City Of Chicago Fire	$257.25
01/19/2012	RUSSIAKY, GEORGE	8801		City Of Chicago Fire	$0.02
01/19/2012	RUSSIAKY, GEORGE	8801		City Of Chicago Fire	$6.50
01/19/2012	RUSSIAKY, GEORGE	8801		City Of Chicago Fire	$6.50
07/29/2012	RUANE, THOMAS	8817		City Of Chicago Fire	$443.99
07/29/2012	RUANE, THOMAS	8817		City Of Chicago Fire	$6.50
07/29/2012	RUANE, THOMAS	8817		City Of Chicago Fire	$99.70
07/30/2012	ROWAND, DEBRA	8750		City Of Chicago Fire	$9.23
07/30/2012	ROWAND, DEBRA	8750		City Of Chicago Fire	$227.50
07/30/2012	ROWAND, DEBRA	8750		City Of Chicago Fire	$6.50
05/20/2012	ROSAS, JUAN	8750		City Of Chicago Fire	$367.91
05/20/2012	ROSAS, JUAN	8750		City Of Chicago Fire	$6.50
05/20/2012	ROSAS, JUAN	8750		City Of Chicago Fire	$6.50
05/20/2012	ROSAS, JUAN	8750		City Of Chicago Fire	$169.48
05/20/2012	ROSAS, JUAN	8750		City Of Chicago Fire	$169.48
05/20/2012	ROSAS, JUAN	8750		City Of Chicago Fire	$6.50
06/30/2012	ROSAS JR, JESSE	8731		City Of Chicago Fire	$83.27
06/30/2012	ROSAS JR, JESSE	8731		City Of Chicago Fire	$1.45
06/30/2012	ROSAS JR, JESSE	8731		City Of Chicago Fire	$6.50
06/30/2012	ROSAS JR, JESSE	8731		City Of Chicago Fire	$6.50
06/30/2012	ROSAS JR, JESSE	8731		City Of Chicago Fire	$98.55
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$160.79
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$173.98
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$283.73

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$260.78
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$147.68
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$148.51
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$91.22
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$195.59
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$16.26
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$17.03
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$2.33
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$50.42
01/15/2009	REILLY, REED			City Of Chicago Fire	$24.98
09/05/2012	REIDY, DANIEL	8731		City Of Chicago Fire	$570.05
09/05/2012	REIDY, DANIEL	8731		City Of Chicago Fire	$6.50
09/05/2012	REIDY, DANIEL	8731		City Of Chicago Fire	$23.14
01/31/2012	REED, EDDIE			City Of Chicago Fire	$6.50
01/31/2012	REED, EDDIE			City Of Chicago Fire	$65.15
01/31/2012	REED, EDDIE			City Of Chicago Fire	$9.79
09/14/2011	PRAZUCH, DAVID	8733		City Of Chicago Fire	$6.50
09/14/2011	PRAZUCH, DAVID	8733		City Of Chicago Fire	$6.50
09/14/2011	PRAZUCH, DAVID	8733		City Of Chicago Fire	$9.79
03/29/2011	POWER THOMAS			City Of Chicago Fire	$6.50
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$6.50
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$163.28
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$6.50
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$30.61
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$30 61
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$0 50
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$30 61
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$6 50
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$23 61
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$6 50
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$24 76
05/05/2012	POWER, JOHN	8735		City Of Chicago Fire	$64 92
08/28/2012	POREDA, MICHAEL	8801		City Of Chicago Fire	$6 50
08/07/2012	PITTS, ARLENCY	8731		City Of Chicago Fire	$6 50
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$167 02
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$7 65
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$161 18
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$6 50
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$161.18
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$6 50
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$200 28
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$6 50
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$308.00
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$6 50
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$2 45
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$167 02
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$6 50
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$2 45
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$177.68
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$6 50
07/02/2012	PINCSAK, ANDREW	8733		City Of Chicago Fire	$6 50
05/20/2012	PICCOLO, MICHAEL	8731		City Of Chicago Fire	$6 50
05/20/2012	PICCOLO, MICHAEL	8731		City Of Chicago Fire	$0 42
09/02/2012	PETRAT, KARL	8801		City Of Chicago Fire	$330 51
09/02/2011	PETERS, KEVIN	8811		City Of Chicago Fire	$0 76
09/02/2011	PETERS, KEVIN	8811		City Of Chicago Fire	$63.05
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$41.83
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$252.32
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$0.47
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$1.19
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$0.39
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$0.47
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$0.14
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$0.57
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$0.58
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$254.35
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$254.35
11/15/2011	PEMBERTON, WARD	8731		City Of Chicago Fire	$6.50
08/09/2012	PEASE, JOSEPH	8801		City Of Chicago Fire	$89.08
08/09/2012	PEASE, JOSEPH	8801		City Of Chicago Fire	$6.50
08/09/2012	PEASE, JOSEPH	8801		City Of Chicago Fire	$3.61
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.45
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.58
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.58
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.89
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.38

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$314.23
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.58
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$314.23
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.58
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$268.76
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.51
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$308.89
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$0.58
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$677.22
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$1.26
12/22/2010	PAGE, BRODERICK	8735		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$2.37
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.58
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.47
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.47
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.24
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.24
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$1.42
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$161.12

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$252 32
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$252.32
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$130 36
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$130 36
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$96 65
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$308.89
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$311.38
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$64.47
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$210 36
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0 39
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$845 10
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$1.57
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$252.32
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0 47
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$252 32
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6 50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0 47
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$212 19
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6 50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0 40
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$268.76
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6 50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.51
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$212.19
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.40
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$435 87
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.82
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$569 09

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$1.07
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$768.78
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$1.44
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$252.32
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.47
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$252.32
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.47
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$252.32
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.47
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$825.35
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$1.55
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$0.95
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$78.00
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$207.71
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$948.41
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$6.50
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$0.16
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$6.50
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$84.46
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$110.00
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$202.42
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$6.50
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$8.22
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$6.50
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$52.67
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$169.88
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$6.50
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$0.32
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$225.00
11/25/2010	OLMSTEAD, ROBERT	8749		City Of Chicago Fire	$25.09
11/25/2010	OLMSTEAD, ROBERT	8749		City Of Chicago Fire	$25.09
11/25/2010	OLMSTEAD, ROBERT	8749		City Of Chicago Fire	$6.50
11/25/2010	OLMSTEAD, ROBERT	8749		City Of Chicago Fire	$25.09
05/06/2012	O CONNELL, PATRICK	8745		City Of Chicago Fire	$0.65
05/06/2012	O CONNELL, PATRICK	8745		City Of Chicago Fire	$348.85
05/06/2012	O CONNELL, PATRICK	8745		City Of Chicago Fire	$6.50
12/22/2010	O BRIEN, LAWRENCE	8811		City Of Chicago Fire	$1.35
12/22/2010	O BRIEN, LAWRENCE	8811		City Of Chicago Fire	$741.81
12/22/2010	O BRIEN, LAWRENCE	8811		City Of Chicago Fire	$6.50
11/08/2010	O BOYLE, MICHAEL			City Of Chicago Fire	$930.51
07/16/2012	NELSON, DENNIS	8731		City Of Chicago Fire	$6.50
07/16/2012	NELSON, DENNIS	8731		City Of Chicago Fire	$6.50
07/16/2012	NELSON, DENNIS	8731		City Of Chicago Fire	$6.50
05/09/2012	NEGRON, EDWARD	8801		City Of Chicago Fire	$157.44

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/09/2012	NEGRON, EDWARD	8801		City Of Chicago Fire	$25 25
05/09/2012	NEGRON, EDWARD	8801		City Of Chicago Fire	$14 76
05/09/2012	NEGRON, EDWARD	8801		City Of Chicago Fire	$6.50
05/09/2012	NEGRON, EDWARD	8801		City Of Chicago Fire	$146 04
05/09/2012	NEGRON, EDWARD	8801		City Of Chicago Fire	$6 50
03/06/2004	Mckinnis, Michael	C	00614	City Of Chicago Fire	$14 51
03/06/2004	Mckinnis, Michael	C	00614	City Of Chicago Fire	$6 50
03/06/2004	Mckinnis, Michael	C	00614	City Of Chicago Fire	$184.93
11/08/2011	MURPHY, JOSEPH	8807		City Of Chicago Fire	$144 29
11/08/2011	MURPHY, JOSEPH	8807		City Of Chicago Fire	$6.50
11/08/2011	MURPHY, JOSEPH	8807		City Of Chicago Fire	$39 29
11/08/2011	MURPHY, JOSEPH	8807		City Of Chicago Fire	$6 50
11/08/2011	MURPHY, JOSEPH	8807		City Of Chicago Fire	$432.73
11/08/2011	MURPHY, JOSEPH	8807		City Of Chicago Fire	$13 15
08/10/2010	MURAWSKI, CHRISTOPHE	8749		City Of Chicago Fire	$140 15
08/10/2010	MURAWSKI, CHRISTOPHE	8749		City Of Chicago Fire	$42 27
11/24/2009	MUELLER, ERNST	8811		City Of Chicago Fire	$3 83
11/24/2009	MUELLER, ERNST	8811		City Of Chicago Fire	$6 50
11/24/2009	MUELLER, ERNST	8811		City Of Chicago Fire	$7 39
11/24/2009	MUELLER, ERNST	8811		City Of Chicago Fire	$519 92
11/24/2009	MUELLER, ERNST	8811		City Of Chicago Fire	$289 21
11/24/2009	MUELLER, ERNST	8811		City Of Chicago Fire	$6 50
11/24/2009	MUELLER, ERNST	8811		City Of Chicago Fire	$0 10
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$4 44
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$14 16
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$6.50
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$0 18
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$6 50
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$6 50
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$364 80
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$366 65
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$4.42
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$30 40

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$6.50
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$0.37
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$6.50
11/23/2011	MOSELE, ROBERT	8801		City Of Chicago Fire	$13.92
11/23/2011	MOSELE, ROBERT	8801		City Of Chicago Fire	$6.50
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$260.72
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$6.50
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$0.49
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$0.28
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$260.72
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$154.61
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$6.50
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$6.50
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$0.49
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$0.49
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$6.50
05/23/2012	MORRIS, ROBERT	8801		City Of Chicago Fire	$260.72
02/21/2012	MORALIS JR, JESSE	8731		City Of Chicago Fire	$6.50
02/21/2012	MORALIS JR, JESSE	8731		City Of Chicago Fire	$2.65
02/21/2012	MORALIS JR, JESSE	8731		City Of Chicago Fire	$182.87
08/03/2012	MC MULLIN, SEAN	8731		City Of Chicago Fire	$15.89
08/03/2012	MC MULLIN, SEAN	8731		City Of Chicago Fire	$180.58
08/03/2012	MC MULLIN, SEAN	8731		City Of Chicago Fire	$6.50
08/03/2012	MC MULLIN, SEAN	8731		City Of Chicago Fire	$68.58
08/03/2012	MC MULLIN, SEAN	8731		City Of Chicago Fire	$6.50
08/03/2012	MC MULLIN, SEAN	8731		City Of Chicago Fire	$391.50
08/03/2012	MC MULLIN, SEAN	8731		City Of Chicago Fire	$6.50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$1.10
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6.50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$589.10
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$475.00
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$0.70
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$349.01

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$0 55
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6.50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$294 55
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$0 55
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6.50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$294 55
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6.50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$0 66
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$294 55
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6 50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$0.55
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$58 34
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6.50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$2.37
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$58.34
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6 50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$2 37
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6 50
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$1 21
04/08/2012	MC MEEL, BARRY	8801		City Of Chicago Fire	$6 50
07/07/2012	MC GINN, JOHN	8731		City Of Chicago Fire	$0 45
07/07/2012	MC GINN, JOHN	8731		City Of Chicago Fire	$6 50
07/07/2012	MC GINN, JOHN	8731		City Of Chicago Fire	$246.02
07/07/2012	MC GINN, JOHN	8731		City Of Chicago Fire	$0.79
07/07/2012	MC GINN, JOHN	8731		City Of Chicago Fire	$65.15
07/07/2012	MC GINN, JOHN	8731		City Of Chicago Fire	$6.50
01/04/2012	MC DONALD, JAMES	8731		City Of Chicago Fire	$94 88
04/21/2009	MC DONAGH, DANIEL	8811		City Of Chicago Fire	$6 50
04/21/2009	MC DONAGH, DANIEL	8811		City Of Chicago Fire	$6 50
04/21/2009	MC DONAGH, DANIEL	8811		City Of Chicago Fire	$104 64
04/21/2009	MC DONAGH, DANIEL	8811		City Of Chicago Fire	$6.50
04/21/2009	MC DONAGH, DANIEL	8811		City Of Chicago Fire	$429 93
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$130 24

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$6 50
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$5.29
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$144 62
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$6 50
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$13.45
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$289 24
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$6.50
02/15/2012	MC CARTY, JOHN	8731		City Of Chicago Fire	$26.90
08/04/2012	MC ANDREWS, JEFF	9807		City Of Chicago Fire	$6 50
03/27/2012	MALONEY, MICHAEL	8731		City Of Chicago Fire	$267.65
03/27/2012	MALONEY, MICHAEL	8731		City Of Chicago Fire	$6 50
03/27/2012	MALONEY, MICHAEL	8731		City Of Chicago Fire	$57 00
03/27/2012	MALONEY, MICHAEL	8731		City Of Chicago Fire	$6 50
07/01/2012	MAGALLON, MIGUEL	8801		City Of Chicago Fire	$6 50
07/01/2012	MAGALLON, MIGUEL	8801		City Of Chicago Fire	$68 58
07/01/2012	MAGALLON, MIGUEL	8801		City Of Chicago Fire	$6.50
02/01/1985	Lasco, Samuel	F	00366	City Of Chicago Fire	$186.62
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$6 50
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$4 15
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$37.01
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$6.50
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$962 55
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$162 52
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$0.79
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$6.50
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$65 15
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$24 60
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$6 50
08/07/2012	LUSTER, MILTON	8731		City Of Chicago Fire	$0.95
08/08/2008	LUNDY SR, SHANE			City Of Chicago Fire	$336 59
08/08/2008	LUNDY SR, SHANE			City Of Chicago Fire	$6 50
08/08/2008	LUNDY SR, SHANE			City Of Chicago Fire	$0 63
08/08/2008	LUNDY SR, SHANE			City Of Chicago Fire	$616.60

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/08/2008	LUNDY SR, SHANE			City Of Chicago Fire	$6.50
08/08/2008	LUNDY SR, SHANE			City Of Chicago Fire	$1.15
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$6.50
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$12.44
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$2.06
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$6.50
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$306.45
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$12.39
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$6.50
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$302.91
06/09/2012	LOPEZ, RONIE	8801		City Of Chicago Fire	$50.64
01/21/2009	LEVIN, RICHARD	8745		City Of Chicago Fire	$6.50
01/21/2009	LEVIN, RICHARD	8745		City Of Chicago Fire	$225.00
01/21/2009	LEVIN, RICHARD	8745		City Of Chicago Fire	$6.50
01/21/2009	LEVIN, RICHARD	8745		City Of Chicago Fire	$6.50
01/21/2009	LEVIN, RICHARD	8745		City Of Chicago Fire	$6.50
01/21/2009	LEVIN, RICHARD	8745		City Of Chicago Fire	$6.50
01/21/2009	LEVIN, RICHARD	8745		City Of Chicago Fire	$6.50
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$41.47
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$6.50
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$3.03
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$27.63
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$6.50
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$6.50
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$6.50
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$145.78
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$6.50
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$3.62
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$71.66
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$159.77
01/31/2006	Kochan, Gary	F	09999	City Of Chicago Fire	$6.50
01/31/2006	Kochan, Gary	F	09999	City Of Chicago Fire	$6.50
01/31/2006	Kochan, Gary	F	09999	City Of Chicago Fire	$0.01

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/31/2006	Kochan, Gary	F	09999	City Of Chicago Fire	$7.86
01/31/2006	Kochan, Gary	F	09999	City Of Chicago Fire	$6.50
01/31/2006	Kochan, Gary	F	09999	City Of Chicago Fire	$6.50
05/29/2012	KURCAB, GREGORY	8701		City Of Chicago Fire	$6.50
05/29/2012	KURCAB, GREGORY	8701		City Of Chicago Fire	$28.32
05/29/2012	KURCAB, GREGORY	8701		City Of Chicago Fire	$6.50
05/29/2012	KURCAB, GREGORY	8701		City Of Chicago Fire	$62.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$391.24
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$294.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$0.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$294.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$2.37
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$58.34
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$0.47
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$252.32
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$0.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$883.65
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$1.65
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$635.54
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$1.17
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$294.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$0.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$0.74
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$294.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$0.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$334.67
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$0.63
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$294.55
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$6.50
12/28/2011	KIRBY, JAMES	8801		City Of Chicago Fire	$0.55
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$0.58
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$6.50
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$0.54
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$6.50
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$0.53
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$288.25
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$0.56
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$6.50
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$0.53
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$6.50
01/22/2012	KING, ANTHONY	8701		City Of Chicago Fire	$6.50
06/15/2010	KELLY, JAMES	8701		City Of Chicago Fire	$132.02
08/30/2012	KEHOE, MARTIN	8801		City Of Chicago Fire	$452.83
08/30/2012	KEHOE, MARTIN	8801		City Of Chicago Fire	$11.57
08/30/2012	KEHOE, MARTIN	8801		City Of Chicago Fire	$6.50
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$6.50
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$19.76
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$6.50
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$6.50
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$19.76
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$19.76
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$14.29
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$19.76
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$6.50
04/12/2012	KEHOE, BRIAN	8801		City Of Chicago Fire	$6.50
07/20/2012	KARABOYAS, JENNIFER	8749		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/20/2012	KARABOYAS, JENNIFER	8749		City Of Chicago Fire	$4 93
07/20/2012	KARABOYAS, JENNIFER	8749		City Of Chicago Fire	$597 84
07/20/2012	KARABOYAS, JENNIFER	8749		City Of Chicago Fire	$6 50
07/20/2012	KARABOYAS, JENNIFER	8749		City Of Chicago Fire	$7.24
07/20/2012	KARABOYAS, JENNIFER	8749		City Of Chicago Fire	$407 01
04/16/2012	KALLIS, DEAN	8750		City Of Chicago Fire	$373 46
04/16/2012	KALLIS, DEAN	8750		City Of Chicago Fire	$6 50
04/16/2012	KALLIS, DEAN	8750		City Of Chicago Fire	$6 50
04/16/2012	KALLIS, DEAN	8750		City Of Chicago Fire	$111 62
04/16/2012	KALLIS, DEAN	8750		City Of Chicago Fire	$9 55
01/22/2007	Johnson, Steven	F	00537	City Of Chicago Fire	$6.50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$0.39
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$98.58
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$0 43
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6.50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$83 26
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6 50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6 50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6.50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6.50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6.50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$4.00
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6 50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$0.62
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6.50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$332 65
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$0 43
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6 50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$235.96
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$6.50
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$210.09
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$154.08
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$22.88
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$305.56
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$456.34
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$153.28
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$154.87
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$29.98
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$162.59
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$22.16
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$13.23
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$144.38
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$21.42
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/07/2011	JOHNSON, THADDEUS	8819		City Of Chicago Fire	$0.27
04/07/2011	JOHNSON, THADDEUS	8819		City Of Chicago Fire	$6.50
04/07/2011	JOHNSON, THADDEUS	8819		City Of Chicago Fire	$6.50
04/07/2011	JOHNSON, THADDEUS	8819		City Of Chicago Fire	$6.50
01/24/2012	JOHNSON, KENNETH	8731		City Of Chicago Fire	$21.69
01/24/2012	JOHNSON, KENNETH	8731		City Of Chicago Fire	$6.50
01/24/2012	JOHNSON, KENNETH	8731		City Of Chicago Fire	$86.26
08/15/2012	JENKINS, JAMES	8793		City Of Chicago Fire	$12.86
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$104.84
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$163.24
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$6.50
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$24.11
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$145.51
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$6.50
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$14.27
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$137.90

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/26/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$6 50
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$7 26
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$86 99
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$6 50
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$408 03
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$6 50
05/28/2012	JANKOWICZ JR, ANDY	8807		City Of Chicago Fire	$6 50
09/08/2012	JACKSON, JESSE	8811		City Of Chicago Fire	$382 21
09/21/2011	JABER, MARWAN	8750		City Of Chicago Fire	$6 50
09/21/2011	JABER, MARWAN	8750		City Of Chicago Fire	$6 72
09/21/2011	JABER, MARWAN	8750		City Of Chicago Fire	$6 50
09/21/2011	JABER, MARWAN	8750		City Of Chicago Fire	$69 60
09/21/2011	JABER, MARWAN	8750		City Of Chicago Fire	$74 64
09/21/2011	JABER, MARWAN	8750		City Of Chicago Fire	$1 58
07/25/2012	JABER, MARWAN	8750		City Of Chicago Fire	$20 24
07/25/2012	JABER, MARWAN	8750		City Of Chicago Fire	$6 50
07/25/2012	JABER, MARWAN	8750		City Of Chicago Fire	$151 99
07/25/2012	JABER, MARWAN	8750		City Of Chicago Fire	$28.41
07/25/2012	JABER, MARWAN	8750		City Of Chicago Fire	$6 50
07/25/2012	JABER, MARWAN	8750		City Of Chicago Fire	$160 88
03/26/2012	IWEMA, JEFFREY	8819		City Of Chicago Fire	$6 50
03/26/2012	IWEMA, JEFFREY	8819		City Of Chicago Fire	$52 88
03/26/2012	IWEMA, JEFFREY	8819		City Of Chicago Fire	$6 70
03/26/2012	IWEMA, JEFFREY	8819		City Of Chicago Fire	$6.50
03/26/2012	IWEMA, JEFFREY	8819		City Of Chicago Fire	$262.06
10/08/1994	Hoeh, John	M	09999	City Of Chicago Fire	$6.50
10/08/1994	Hoeh, John	M	09999	City Of Chicago Fire	$231.84
10/08/1994	Hoeh, John	M	09999	City Of Chicago Fire	$3.24
12/13/2011	HUNTER, JERALD	8817		City Of Chicago Fire	$15 00
01/10/2012	HUGUETH, FREIDA	8749		City Of Chicago Fire	$6.50
06/30/2012	HOWE, CHRISTIAN	8819		City Of Chicago Fire	$32 93
06/30/2012	HOWE, CHRISTIAN	8819		City Of Chicago Fire	$6.50
06/30/2012	HOWE, CHRISTIAN	8819		City Of Chicago Fire	$144.75

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/30/2012	HOWE, CHRISTIAN	8819		City Of Chicago Fire	$165 80
06/30/2012	HOWE, CHRISTIAN	8819		City Of Chicago Fire	$13 57
06/30/2012	HOWE, CHRISTIAN	8819		City Of Chicago Fire	$6.50
06/10/2012	HOPPENRATH, KATIE	8749		City Of Chicago Fire	$3.09
06/10/2012	HOPPENRATH, KATIE	8749		City Of Chicago Fire	$6.50
06/05/2012	HODGE, JONATHAN	8819		City Of Chicago Fire	$19 75
06/05/2012	HODGE, JONATHAN	8819		City Of Chicago Fire	$6.50
06/05/2012	HODGE, JONATHAN	8819		City Of Chicago Fire	$773 09
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$14 96
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$0 18
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$0.18
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$6.50
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$0.32
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$0.09
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$14 96
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$33 60
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$6 50
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$6.50
09/01/2011	HENEGHAN, PATRICK	8801		City Of Chicago Fire	$6.50
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$62 45
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$6 50
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$0 75
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$33 25
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$6 50
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$0.40
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$38 82
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$6.50
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$0 47
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$6.50
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$39 06
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$0 40
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$6 50
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$33 25

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$36 71
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$6 50
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$400 53
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$400 53
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$294.28
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$6 50
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$0 55
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$250.21
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$6.50
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$0.47
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$250.21
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$6.50
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$0 47
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$250 21
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$6 50
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$0 47
03/23/2012	GUARASCIO, JOSEPH	8817		City Of Chicago Fire	$1 06
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$8.44
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6 72
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$177 18
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$192.50
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6 50
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$4 93
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$140 28
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6 50
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6 72
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$50 64
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6 50
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$2 06
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6 50
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6.50
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6 50
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$140.28

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6.50
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$6.50
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$550.09
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$6.50
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$3.94
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$697.70
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$6.50
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$1.30
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$352.52
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$6.50
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$0.65
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$51.44
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$6.50
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$3.94
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$51.44
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$6.50
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$3.94
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$51.44
05/16/2012	GRAVES III, CORNELIUS	8811		City Of Chicago Fire	$6.50
09/03/2012	GRAHAM, CHARLES	8749		City Of Chicago Fire	$330.51
09/03/2012	GRAHAM, CHARLES	8749		City Of Chicago Fire	$6.50
09/03/2012	GRAHAM, CHARLES	8749		City Of Chicago Fire	$10.86
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$6.50
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$6.50
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$173.71
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$173.71
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$4.92
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$6.50
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$209.35
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$99.60
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$6.50
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$1.21
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$173.71

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/03/2012	GORE, STEVEN	8731		City Of Chicago Fire	$6.50
12/26/2011	GONZALEZ, ROBERT	8807		City Of Chicago Fire	$6.50
12/26/2011	GONZALEZ, ROBERT	8807		City Of Chicago Fire	$244.67
06/17/2012	GONTAREK, GREGORY	8801		City Of Chicago Fire	$25.08
06/17/2012	GONTAREK, GREGORY	8801		City Of Chicago Fire	$110.00
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$1.24
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$1.24
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$1.24
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$1.24
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$104.84
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$104.84
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$311.35
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$311.35
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$311.35
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$311.35
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$311.35
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$316.76
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$429.22
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$68.58
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$2.98
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$6.50
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$246.31
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$6 50
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$1.21
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$6 50
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$99 60
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$12 83
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$34 45
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$6 50
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$848.74
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$12 68
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$6.50
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$1.37
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$6 50
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$112 76
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$0 79
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$65 15
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$6 50
06/01/2012	GIUFFRE, PHILIP	FF/P		City Of Chicago Fire	$6 50
06/01/2012	GIUFFRE, PHILIP	FF/P		City Of Chicago Fire	$398 62
06/01/2012	GIUFFRE, PHILIP	FF/P		City Of Chicago Fire	$6 50
06/01/2012	GIUFFRE, PHILIP	FF/P		City Of Chicago Fire	$16 18
01/14/2009	GILMORE, GARY			City Of Chicago Fire	$6 50
01/14/2009	GILMORE, GARY			City Of Chicago Fire	$233.89
01/14/2009	GILMORE, GARY			City Of Chicago Fire	$8 75
01/14/2009	GILMORE, GARY			City Of Chicago Fire	$6 50
01/14/2009	GILMORE, GARY			City Of Chicago Fire	$2.83
09/23/2009	GERICH, ROBERT	8801		City Of Chicago Fire	$270.97
09/30/2011	GAMBIT, BRADLEY	8731		City Of Chicago Fire	$11 02
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6 50
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6 50
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$3.62
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$280 02
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$276 08
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$414.47

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$547 44
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$357 90
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$0 59
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$268 61
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$0 51
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6 50
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$0.52
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6.50
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$0.67
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6.50
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$1.00
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$132 85
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6.50
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$5.40
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6 50
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$0 49
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6.50
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$0.78
06/08/2012	GALLAS, CHRISTOPHE	8731		City Of Chicago Fire	$6 50
09/10/2011	GALLAPO, ROBERT	8735		City Of Chicago Fire	$6 50
09/10/2011	GALLAPO, ROBERT	8735		City Of Chicago Fire	$0 74
09/10/2011	GALLAPO, ROBERT	8735		City Of Chicago Fire	$6 50
09/10/2011	GALLAPO, ROBERT	8735		City Of Chicago Fire	$0 40
09/10/2011	GALLAPO, ROBERT	8735		City Of Chicago Fire	$6 50
09/10/2011	GALLAPO, ROBERT	8735		City Of Chicago Fire	$1.14
09/10/2011	GALLAPO, ROBERT	8735		City Of Chicago Fire	$6.50
09/10/2011	GALLAPO, ROBERT	8735		City Of Chicago Fire	$3 99
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$0 64
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$6 50
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$32 85
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$6.50
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$62.80
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$6 50
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$3.48
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$6.50
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$706.85
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$6.50
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$1 31
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$6 50
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$0.92
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$6.50
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$500 95
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$0.30
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$6.50
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$0 30
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$6.50
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$0 31
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$6.50
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$0.58
05/26/2012	FUTRELL, WILLIAM	8801		City Of Chicago Fire	$6 50
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$2 37
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$58 29
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$7.36
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$6.50
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$6.50
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$110.00
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$14.38
03/23/2012	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$10.36
03/23/2012	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$6 50
03/23/2012	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$141 26
03/23/2012	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$14 76
03/23/2012	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$146.04
03/23/2012	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$6 50
08/21/2012	FLOYD, GEORGE	8811		City Of Chicago Fire	$65.27
08/21/2012	FLOYD, GEORGE	8811		City Of Chicago Fire	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/21/2012	FLOYD, GEORGE	8811		City Of Chicago Fire	$26.52
03/28/2012	FLOWERS, DEREK	8748		City Of Chicago Fire	$614.64
03/28/2012	FLOWERS, DEREK	8748		City Of Chicago Fire	$6.50
03/28/2012	FLOWERS, DEREK	8748		City Of Chicago Fire	$87.07
03/28/2012	FLOWERS, DEREK	8748		City Of Chicago Fire	$4.98
03/28/2012	FLOWERS, DEREK	8748		City Of Chicago Fire	$6.50
03/28/2012	FLOWERS, DEREK	8748		City Of Chicago Fire	$122.54
03/28/2012	FLOWERS, DEREK	8748		City Of Chicago Fire	$6.50
09/06/2010	FERNANDEZ, JOHN	8731		City Of Chicago Fire	$6.50
09/06/2010	FERNANDEZ, JOHN	8731		City Of Chicago Fire	$234.41
09/06/2010	FERNANDEZ, JOHN	8731		City Of Chicago Fire	$50.28
09/06/2010	FERNANDEZ, JOHN	8731		City Of Chicago Fire	$1.47
09/06/2010	FERNANDEZ, JOHN	8731		City Of Chicago Fire	$6.50
09/06/2010	FERNANDEZ, JOHN	8731		City Of Chicago Fire	$782.16
09/06/2010	FERNANDEZ, JOHN	8731		City Of Chicago Fire	$0.43
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$9.86
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$9.86
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$6.50
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$138.35
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$6.50
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$6.50
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$93.51
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$6.50
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$0.51
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$6.50
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$10.19
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$138.35
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$19.16
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$10.19
11/01/2011	FEREK, STEVEN	8733		City Of Chicago Fire	$6.50
02/17/2012	FABRIZIO, DAN	8701		City Of Chicago Fire	$96.55
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6.50
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6 45
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6 50
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$252.39
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6 37
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6 50
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$249 42
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6.50
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$280 43
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6 50
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$280 43
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$6 50
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$280.43
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$280.43
06/25/2001	Edwards, John	M	09999	City Of Chicago Fire	$44.42
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$6.50
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$93.58
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$6.50
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$68.58
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$6.50
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$366.55
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$8.54
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$6.50
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$22.87
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$26.59
07/06/2012	ERONCIG, DANIEL	8750		City Of Chicago Fire	$6.50
07/06/2012	ERONCIG, DANIEL	8750		City Of Chicago Fire	$150 63
07/06/2012	ERONCIG, DANIEL	8750		City Of Chicago Fire	$18 97
11/12/2011	ELEM, LLOYD	8801		City Of Chicago Fire	$6.50
11/12/2011	ELEM, LLOYD	8801		City Of Chicago Fire	$307 24
11/12/2011	ELEM, LLOYD	8801		City Of Chicago Fire	$6 50
11/12/2011	ELEM, LLOYD	8801		City Of Chicago Fire	$218 40
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$6 50
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$3 55

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$6.50
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$59.66
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$136.85
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$2.42
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$6.50
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$769.86
06/19/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$19.93
07/08/2012	DURAN, NORA	8750		City Of Chicago Fire	$19.05
07/08/2012	DURAN, NORA	8750		City Of Chicago Fire	$150.69
07/08/2012	DURAN, NORA	8750		City Of Chicago Fire	$6.50
07/08/2012	DURAN, NORA	8750		City Of Chicago Fire	$150.69
07/08/2012	DURAN, NORA	8750		City Of Chicago Fire	$6.50
07/08/2012	DURAN, NORA	8750		City Of Chicago Fire	$19.05
06/08/2012	DUDDLESTON, PATRICK	8731		City Of Chicago Fire	$6.50
06/08/2012	DUDDLESTON, PATRICK	8731		City Of Chicago Fire	$6.50
06/08/2012	DUDDLESTON, PATRICK	8731		City Of Chicago Fire	$225.94
01/17/2012	DOHERTY, EDWARD	8701		City Of Chicago Fire	$6.50
01/17/2012	DOHERTY, EDWARD	8701		City Of Chicago Fire	$390.80
09/19/2009	DIETZ, STEPHEN	8735		City Of Chicago Fire	$458.75
09/19/2009	DIETZ, STEPHEN	8735		City Of Chicago Fire	$6.50
09/19/2009	DIETZ, STEPHEN	8735		City Of Chicago Fire	$0.84
02/19/2012	DIAZ, ROCCO	8731		City Of Chicago Fire	$6.50
04/22/2012	DEMPSEY, ROBERT	8749		City Of Chicago Fire	$0.61
04/22/2012	DEMPSEY, ROBERT	8749		City Of Chicago Fire	$50.56
04/22/2012	DEMPSEY, ROBERT	8749		City Of Chicago Fire	$6.50
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$6.50
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$356.25
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$6.50
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$9.10
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$220.58
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$13.63
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$34.53
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$0 78
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$6 50
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$6 50
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$271 71
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$2 37
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$6 50
08/24/2011	DELANA, TIMOTHY	8812		City Of Chicago Fire	$58 29
11/30/2011	DEBARTOLO, ENRICO	8801		City Of Chicago Fire	$267.24
11/24/2011	DAL CERRO, GENO	8735		City Of Chicago Fire	$240 04
11/24/2011	DAL CERRO, GENO	8735		City Of Chicago Fire	$6.50
11/24/2011	DAL CERRO, GENO	8735		City Of Chicago Fire	$3 72
08/05/2003	Cordt, Robert	F	09000	City Of Chicago Fire	$137 45
03/24/2008	Cara, Michael	P	00003	City Of Chicago Fire	$38 91
04/25/2012	CREEO, MICHAEL	8728		City Of Chicago Fire	$6 50
08/26/2012	COOK, NICHOLAS	8801		City Of Chicago Fire	$6 50
08/26/2012	COOK, NICHOLAS	8801		City Of Chicago Fire	$0 92
08/26/2012	COOK, NICHOLAS	8801		City Of Chicago Fire	$2 77
08/26/2012	COOK, NICHOLAS	8801		City Of Chicago Fire	$6 50
08/26/2012	COOK, NICHOLAS	8801		City Of Chicago Fire	$228.66
08/26/2012	COOK, NICHOLAS	8801		City Of Chicago Fire	$36.00
06/16/2012	CONRAD, KATHLEEN	8745		City Of Chicago Fire	$180 58
06/16/2012	CONRAD, KATHLEEN	8745		City Of Chicago Fire	$6 50
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$6.50
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$188 11
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$1.30
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$6 50
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$697 70
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$2.48
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$6 50
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$61.05
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$229 55
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$6 50
03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$7.64

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
11/16/2009	CNOTA, FRED	8812		City Of Chicago Fire	$29 87
07/21/2012	CHO, INKANG	8731		City Of Chicago Fire	$65 15
07/21/2012	CHO, INKANG	8731		City Of Chicago Fire	$6 50
07/21/2012	CHO, INKANG	8731		City Of Chicago Fire	$402 36
07/21/2012	CHO, INKANG	8731		City Of Chicago Fire	$36 56
07/21/2012	CHO, INKANG	8731		City Of Chicago Fire	$6 50
07/21/2012	CHO, INKANG	8731		City Of Chicago Fire	$6 50
07/21/2012	CHO, INKANG	8731		City Of Chicago Fire	$4 87
07/21/2012	CHO, INKANG	8731		City Of Chicago Fire	$0 79
12/02/2011	CERNA, MARIO	8819		City Of Chicago Fire	$6 50
12/02/2011	CERNA, MARIO	8819		City Of Chicago Fire	$0 79
07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$0 49
07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$6 50
07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$477 26
07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$6.50
07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$6 50
07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$38.82
07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$260.88
06/19/2012	BYRNE, JAMES	8733		City Of Chicago Fire	$372 92
06/19/2012	BYRNE, JAMES	8733		City Of Chicago Fire	$6.50
06/19/2012	BYRNE, JAMES	8733		City Of Chicago Fire	$6 50
02/27/2012	BUTKUS, MICHAEL	8731		City Of Chicago Fire	$6 50
02/27/2012	BUTKUS, MICHAEL	8731		City Of Chicago Fire	$267 65
07/28/2012	BURKE, JULIE	8749		City Of Chicago Fire	$12 73
07/28/2012	BURKE, JULIE	8749		City Of Chicago Fire	$143 82
07/28/2012	BURKE, JULIE	8749		City Of Chicago Fire	$346.75
07/28/2012	BURKE, JULIE	8749		City Of Chicago Fire	$3 62
07/28/2012	BURKE, JULIE	8749		City Of Chicago Fire	$6 50
07/28/2012	BURKE, JULIE	8749		City Of Chicago Fire	$89.11
07/28/2012	BURKE, JULIE	8749		City Of Chicago Fire	$6 50
02/25/2012	BUESCHEL, MICHAEL	8801		City Of Chicago Fire	$0.79
02/25/2012	BUESCHEL, MICHAEL	8801		City Of Chicago Fire	$6.50
02/25/2012	BUESCHEL, MICHAEL	8801		City Of Chicago Fire	$65 15

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/12/2011	BRNE, BERNARD	8731		City Of Chicago Fire	$228.93
01/12/2011	BRNE, BERNARD	8731		City Of Chicago Fire	$28.46
10/05/2009	BRANNIGAN, MICHAEL	8733		City Of Chicago Fire	$297.03
05/28/2012	BRANCH, EMERSON	8728		City Of Chicago Fire	$6.50
05/28/2012	BRANCH, EMERSON	8728		City Of Chicago Fire	$104.84
05/28/2012	BRANCH, EMERSON	8728		City Of Chicago Fire	$6.50
06/13/2012	BORNELL, ROBERT	8749		City Of Chicago Fire	$6.50
06/13/2012	BORNELL, ROBERT	8749		City Of Chicago Fire	$180.58
06/16/2012	BIROS, EDWARD	8731		City Of Chicago Fire	$318.58
06/16/2012	BIROS, EDWARD	8731		City Of Chicago Fire	$6.50
06/16/2012	BIROS, EDWARD	8731		City Of Chicago Fire	$6.50
06/16/2012	BIROS, EDWARD	8731		City Of Chicago Fire	$6.50
06/16/2012	BIROS, EDWARD	8731		City Of Chicago Fire	$318.58
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$6.50
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$61.05
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$1.96
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$6.50
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$14.61
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$6.50
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$157.29
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$2.48
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$145.88
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$48.38
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$25.10
01/12/2012	BENNETT, RONALD	8731		City Of Chicago Fire	$6.50
06/04/2012	BEDFORD, WILLIE	8731		City Of Chicago Fire	$417.96
06/04/2012	BEDFORD, WILLIE	8731		City Of Chicago Fire	$82.49
06/04/2012	BEDFORD, WILLIE	8731		City Of Chicago Fire	$1.87
06/04/2012	BEDFORD, WILLIE	8731		City Of Chicago Fire	$154.80
06/04/2012	BEDFORD, WILLIE	8731		City Of Chicago Fire	$6.50
06/04/2012	BEDFORD, WILLIE	8731		City Of Chicago Fire	$42.81
06/04/2012	BEDFORD, WILLIE	8731		City Of Chicago Fire	$6.50
07/02/2012	BEAUREGARD, STEVEN	8808		City Of Chicago Fire	$0.55

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/02/2012	BEAUREGARD, STEVEN	8808		City Of Chicago Fire	$6.50
07/02/2012	BEAUREGARD, STEVEN	8808		City Of Chicago Fire	$294.36
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$6.50
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$84.85
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$6.50
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$22.02
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$903.31
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$6.50
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$23.09
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$6.50
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$33.69
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$231.50
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$6.50
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$5.91
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$118.72
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$6.50
08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$53.22
02/21/2011	BEASON, DAVE	8728		City Of Chicago Fire	$6.50
02/28/2012	BATTISTELLA, JOHN	8801		City Of Chicago Fire	$6.50
02/28/2012	BATTISTELLA, JOHN	8801		City Of Chicago Fire	$1.24
02/28/2012	BATTISTELLA, JOHN	8801		City Of Chicago Fire	$6.50
02/28/2012	BATTISTELLA, JOHN	8801		City Of Chicago Fire	$311.35
02/28/2012	BATTISTELLA, JOHN	8801		City Of Chicago Fire	$65.15
02/28/2012	BATTISTELLA, JOHN	8801		City Of Chicago Fire	$0.79
08/05/2012	BARRY, JAMES	8745		City Of Chicago Fire	$659.34
09/05/2012	BAPTISTA, GREGORY	8801		City Of Chicago Fire	$710.54
09/05/2012	BAPTISTA, GREGORY	8801		City Of Chicago Fire	$18.16
09/05/2012	BAPTISTA, GREGORY	8801		City Of Chicago Fire	$6.50
02/14/2007	Aumann, William	F	00490	City Of Chicago Fire	$160.38
02/14/2007	Aumann, William	F	00490	City Of Chicago Fire	$6.50
02/14/2007	Aumann, William	F	00490	City Of Chicago Fire	$4.10
02/14/2007	Aumann, William	F	00490	City Of Chicago Fire	$6.50
10/04/2002	Anselmini, Gerald	F	00375	City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$6 50
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$533.04
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$0 96
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$6 50
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$79 26
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$6 50
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$0 33
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$6.50
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$0 99
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$6 50
12/08/2007	Adamczyk, Lawrence	F	00491	City Of Chicago Fire	$4 49
12/23/2011	AUGUSTINE, MARC	8749		City Of Chicago Fire	$514 40
12/23/2011	AUGUSTINE, MARC	8749		City Of Chicago Fire	$6.50
12/23/2011	AUGUSTINE, MARC	8749		City Of Chicago Fire	$13 14
02/10/2012	ANGELINI, JOHN	8807		City Of Chicago Fire	$755.57
02/10/2012	ANGELINI, JOHN	8807		City Of Chicago Fire	$6 50
05/27/2012	ANDOLINO, STEVE	8801		City Of Chicago Fire	$0 95
05/27/2012	ANDOLINO, STEVE	8801		City Of Chicago Fire	$6 50
05/27/2012	ANDOLINO, STEVE	8801		City Of Chicago Fire	$64.47
03/07/2012	ANDERSON, TODD	8745		City Of Chicago Fire	$68 58
03/07/2012	ANDERSON, TODD	8745		City Of Chicago Fire	$6 50
06/27/2012	AIKENS, BRADLEY	8811		City Of Chicago Fire	$6 50
08/15/2012	AGUILAR, JOSEPH	8731		City Of Chicago Fire	$28.85
08/15/2012	AGUILAR, JOSEPH	8731		City Of Chicago Fire	$6.50
08/15/2012	AGUILAR, JOSEPH	8731		City Of Chicago Fire	$501.62
08/15/2012	AGUILAR, JOSEPH	8731		City Of Chicago Fire	$6 50
08/15/2012	AGUILAR, JOSEPH	8731		City Of Chicago Fire	$55 54
Total:	Number 1442	Amount 5124,846 41			

Insured Name1: City Of Chicago Police

06/09/2012	ZYDEK, BRYAN	9161	044	City Of Chicago Police	$0.79
06/09/2012	ZYDEK, BRYAN	9161	044	City Of Chicago Police	$6.50
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$323.61

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$145.04
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$323.61
12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
01/18/2011	ZOLDAN, ANTON	3286	015	City Of Chicago Police	$6.50
01/18/2011	ZOLDAN, ANTON	3286	015	City Of Chicago Police	$4.33
01/18/2011	ZOLDAN, ANTON	3286	015	City Of Chicago Police	$295.15
04/02/2012	ZAYAS, ALBERTO	9161		City Of Chicago Police	$180.58
04/02/2012	ZAYAS, ALBERTO	9161		City Of Chicago Police	$6.50
04/04/2012	ZAMBRANO, SONIA	9161		City Of Chicago Police	$6.50
04/04/2012	ZAMBRANO, SONIA	9161		City Of Chicago Police	$1.30
04/04/2012	ZAMBRANO, SONIA	9161		City Of Chicago Police	$55.15
04/04/2012	ZAMBRANO, SONIA	9161		City Of Chicago Police	$6.50
04/04/2012	ZAMBRANO, SONIA	9161		City Of Chicago Police	$0.79
04/04/2012	ZAMBRANO, SONIA	9161		City Of Chicago Police	$703.22
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$701.17
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$6.50
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$347.95
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$6.04
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$6.50
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$146.74
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$0.95
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$6.50
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$64.47
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$22.10
07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$6.50
03/14/2012	YAU, ALICE	9161		City Of Chicago Police	$986.74
03/14/2012	YAU, ALICE	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/14/2012	YAU, ALICE	9161		City Of Chicago Police	$0 95
03/14/2012	YAU, ALICE	9161		City Of Chicago Police	$38 36
03/14/2012	YAU, ALICE	9161		City Of Chicago Police	$64.47
08/01/2012	YAMICH, ELENI	9161		City Of Chicago Police	$8.32
08/01/2012	YAMICH, ELENI	9161		City Of Chicago Police	$94 68
08/01/2012	YAMICH, ELENI	9161		City Of Chicago Police	$6 50
08/01/2012	YAMICH, ELENI	9161		City Of Chicago Police	$3 85
01/08/2007	Woznicki, Robert A	P	00016	City Of Chicago Police	$486.17
01/08/2007	Woznicki, Robert A	P	00016	City Of Chicago Police	$399.56
01/08/2007	Woznicki, Robert A	P	00016	City Of Chicago Police	$488 11
01/08/2007	Woznicki, Robert A	P	00016	City Of Chicago Police	$417 89
01/08/2007	Woznicki, Robert A	P	00016	City Of Chicago Police	$318 52
09/17/2007	Warren-Pardiman, Pamela L	P	00018	City Of Chicago Police	$6 50
04/25/2008	Walker, Ronald S	P	00022	City Of Chicago Police	$6 50
04/25/2008	Walker, Ronald S	P	00022	City Of Chicago Police	$7 27
04/25/2008	Walker, Ronald S	P	00022	City Of Chicago Police	$236 72
04/25/2008	Walker, Ronald S	P	00022	City Of Chicago Police	$6 50
08/16/2012	WROBEL, MICHAEL	9161	044	City Of Chicago Police	$7.61
08/16/2012	WROBEL, MICHAEL	9161	044	City Of Chicago Police	$4 29
08/16/2012	WROBEL, MICHAEL	9161	044	City Of Chicago Police	$6.50
06/21/2012	WOZNIAK, RONALD	9161	153	City Of Chicago Police	$205.43
06/21/2012	WOZNIAK, RONALD	9161	153	City Of Chicago Police	$6.50
06/21/2012	WOZNIAK, RONALD	9161	153	City Of Chicago Police	$6 50
06/21/2012	WOZNIAK, RONALD	9161	153	City Of Chicago Police	$6.50
06/21/2012	WOZNIAK, RONALD	9161	153	City Of Chicago Police	$104 84
06/21/2012	WOZNIAK, RONALD	9161	153	City Of Chicago Police	$205.43
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$27 10
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$6.50
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$26 18
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$133 90
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$6.50
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$403.50
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$417.57
07/11/2012	WILSON, STEVEN	9171	153	City Of Chicago Police	$8.69
07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$6.50
07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$0.52
07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$1.31
07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$6.50
07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$696.24
07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$12.50
07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$6.50
07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$280.02
07/19/2012	WILLIAMS, SILK	9161	004	City Of Chicago Police	$36.38
07/19/2012	WILLIAMS, SILK	9161	004	City Of Chicago Police	$6.50
07/19/2012	WILLIAMS, SILK	9161	004	City Of Chicago Police	$180.58
07/19/2012	WILLIAMS, SILK	9161	004	City Of Chicago Police	$6.50
07/19/2012	WILLIAMS, SILK	9161	004	City Of Chicago Police	$609.54
02/03/2012	WILLIAMS, RAMSEY	9161	004	City Of Chicago Police	$6.50
09/16/2010	WILLIAMS, KIM	9161	002	City Of Chicago Police	$6.50
09/16/2010	WILLIAMS, KIM	9161	002	City Of Chicago Police	$6.50
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$1.67
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$6.50
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$137.74
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$5.61
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$463.52
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$2.83
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$6.50
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$233.91
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$6.50
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$6.50
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$31.00
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$6.50
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$31.00
08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$6.50
05/30/2011	WILLIAMS, HELANA	9161	044	City Of Chicago Police	$177.18

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$58.29
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$47.11
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$843.44
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$3.62
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$89.11
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$41.51
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$2.37
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$139.40
09/03/2010	WILLIAMS LEE, BELINDA	9161	003	City Of Chicago Police	$6.50
08/14/2012	WHITEHEAD, STEPHEN	9161	044	City Of Chicago Police	$6.50
08/14/2012	WHITEHEAD, STEPHEN	9161	044	City Of Chicago Police	$0.86
08/14/2012	WHITEHEAD, STEPHEN	9161	044	City Of Chicago Police	$947.61
08/14/2012	WHITEHEAD, STEPHEN	9161	044	City Of Chicago Police	$6.50
08/14/2012	WHITEHEAD, STEPHEN	9161	044	City Of Chicago Police	$24.22
08/14/2012	WHITEHEAD, STEPHEN	9161	044	City Of Chicago Police	$33.82
07/07/2012	WHITE, MARK	9161	024	City Of Chicago Police	$248.38
07/07/2012	WHITE, MARK	9161	024	City Of Chicago Police	$0.46
07/07/2012	WHITE, MARK	9161	024	City Of Chicago Police	$6.50
01/30/2012	WHELAN, SEAN	9161	004	City Of Chicago Police	$53.22
01/30/2012	WHELAN, SEAN	9161	004	City Of Chicago Police	$6.50
01/30/2012	WHELAN, SEAN	9161	004	City Of Chicago Police	$6.50
01/30/2012	WHELAN, SEAN	9161	004	City Of Chicago Police	$157.86
06/08/2011	WETZEL, DAVID	9161		City Of Chicago Police	$2.01
06/08/2011	WETZEL, DAVID	9161		City Of Chicago Police	$6.50
06/08/2011	WETZEL, DAVID	9161		City Of Chicago Police	$166.24
06/08/2011	WETZEL, DAVID	9161		City Of Chicago Police	$1.15
06/08/2011	WETZEL, DAVID	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/08/2011	WETZEL, DAVID	9161		City Of Chicago Police	$95.14
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$185.04
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$4.73
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$185.04
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$4.73
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$4.73
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$185.04
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$4.73
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$185.04
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$8.25
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$169.75
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$8.25
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$169.75
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$8.25
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$169.75
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$8.25
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$192.36
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$6.50
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$9.57
08/16/2010	WEITZMAN, JOSHUA			City Of Chicago Police	$169.75
07/12/2012	WEDSTER, NICHOLAS	9161	044	City Of Chicago Police	$600.00
07/12/2012	WEDSTER, NICHOLAS	9161	044	City Of Chicago Police	$6.50
07/12/2012	WEDSTER, NICHOLAS	9161	044	City Of Chicago Police	$115.67
08/24/2012	WASZAK, JOSEPH	9161	022	City Of Chicago Police	$131.04

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/24/2012	WASZAK, JOSEPH	9161	022	City Of Chicago Police	$6.50
08/24/2012	WASZAK, JOSEPH	9161	022	City Of Chicago Police	$47.29
02/20/2012	WARREN, DANIEL	9161		City Of Chicago Police	$158.00
02/20/2012	WARREN, DANIEL	9161		City Of Chicago Police	$2.89
02/20/2012	WARREN, DANIEL	9161		City Of Chicago Police	$6.50
02/23/2011	WARNER, BRIAN	3286	018	City Of Chicago Police	$2.24
02/23/2011	WARNER, BRIAN	3286	018	City Of Chicago Police	$6.50
02/23/2011	WARNER, BRIAN	3286	018	City Of Chicago Police	$2.24
02/23/2011	WARNER, BRIAN	3286	018	City Of Chicago Police	$6.50
02/23/2011	WARNER, BRIAN	3286	018	City Of Chicago Police	$87.59
02/23/2011	WARNER, BRIAN	3286	018	City Of Chicago Police	$6.50
02/23/2011	WARNER, BRIAN	3286	018	City Of Chicago Police	$97.32
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$421.02
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$2.51
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$6.50
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$207.30
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$1.85
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$6.50
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$153.12
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$77.59
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$5.10
08/07/2012	WALTON, MATTHEW	9161		City Of Chicago Police	$6.50
08/07/2012	WALTON, MATTHEW	9161		City Of Chicago Police	$180.58
08/07/2012	WALTON, MATTHEW	9161		City Of Chicago Police	$6.50
08/07/2012	WALTON, MATTHEW	9161		City Of Chicago Police	$194.29
08/07/2012	WALTON, MATTHEW	9161		City Of Chicago Police	$25.94
08/07/2012	WALTON, MATTHEW	9161		City Of Chicago Police	$6.50
06/24/2012	WALSH, THOMAS	9161	019	City Of Chicago Police	$6.50
06/24/2012	WALSH, THOMAS	9161	019	City Of Chicago Police	$58.00
06/24/2012	WALSH, THOMAS	9161	019	City Of Chicago Police	$31.34
06/24/2012	WALSH, THOMAS	9161	019	City Of Chicago Police	$6.50
01/01/2011	WALLACE, JLYNN	9161		City Of Chicago Police	$6.50
05/11/2012	WALLACE, CURTIS	9161	025	City Of Chicago Police	$25.15

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/11/2012	WALLACE, CURTIS	9161	025	City Of Chicago Police	$97 85
05/11/2012	WALLACE, CURTIS	9161	025	City Of Chicago Police	$6.50
09/27/2010	WALLACE, ADAM	9161		City Of Chicago Police	$73 38
01/04/2012	WALKER, RONALD	9161	192	City Of Chicago Police	$5 58
01/04/2012	WALKER, RONALD	9161	192	City Of Chicago Police	$6 50
01/04/2012	WALKER, RONALD	9161	192	City Of Chicago Police	$169.91
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6 50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$42.57
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6 50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$42.57
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6.50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$175.83
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6 50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$201.90
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6 50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$65 15
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6 50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$0.79
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$183.37
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6 50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$4 69
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$175 83
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6 50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$131.41
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6.50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$8.51
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$126.91
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6.50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$197 40
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$6.50
06/22/2012	WAKEFIELD, KENNETH	9161	701	City Of Chicago Police	$169 48
01/09/1997	Vanvegten, Andre H	P	09999	City Of Chicago Police	$210 27
01/09/1997	Vanvegten, Andre H	P	09999	City Of Chicago Police	$59.61

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/11/2012	VO, KELLY	9161		City Of Chicago Police	$6 50
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$6 50
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$0.62
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$64.47
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$6 50
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$0.95
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$12 89
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$6 50
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$0.19
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$382 95
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$6 50
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$5 83
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$42.51
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$11 11
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$917 45
08/08/2012	VIZZINI, JAMES	9161		City Of Chicago Police	$6 50
07/16/2012	VIDLJINOVIC, TOMISLAV	9161	015	City Of Chicago Police	$6 50
07/16/2012	VIDLJINOVIC, TOMISLAV	9161	015	City Of Chicago Police	$68.58
07/16/2012	VIDLJINOVIC, TOMISLAV	9161	015	City Of Chicago Police	$15.98
07/16/2012	VIDLJINOVIC, TOMISLAV	9161	015	City Of Chicago Police	$6 50
07/16/2012	VIDLJINOVIC, TOMISLAV	9161	015	City Of Chicago Police	$93 71
07/16/2012	VIDLJINOVIC, TOMISLAV	9161	015	City Of Chicago Police	$6 50
07/16/2012	VIDLJINOVIC, TOMISLAV	9161	015	City Of Chicago Police	$53 22
11/30/2011	VIDALES, MICHAEL	9161	019	City Of Chicago Police	$6 85
11/30/2011	VIDALES, MICHAEL	9161	019	City Of Chicago Police	$33 97
07/16/2012	VERDIN, ROBERTO	9161	044	City Of Chicago Police	$25 23
07/16/2012	VERDIN, ROBERTO	9161	044	City Of Chicago Police	$6 50
07/16/2012	VERDIN, ROBERTO	9161	044	City Of Chicago Police	$986 95
03/20/2012	VERA, MIGUEL	9161	044	City Of Chicago Police	$0 69
03/20/2012	VERA, MIGUEL	9161	044	City Of Chicago Police	$6 50
03/20/2012	VERA, MIGUEL	9161	044	City Of Chicago Police	$448 83
03/20/2012	VERA, MIGUEL	9161	044	City Of Chicago Police	$6 50
03/20/2012	VERA, MIGUEL	9161	044	City Of Chicago Police	$0.84

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/20/2012	VERA, MIGUEL	9161	044	City Of Chicago Police	$371 95
08/02/2011	VENCES, SERGIO	9161	011	City Of Chicago Police	$0 16
08/02/2011	VENCES, SERGIO	9161	011	City Of Chicago Police	$6 50
08/02/2011	VENCES, SERGIO	9161	011	City Of Chicago Police	$84 46
08/02/2011	VENCES, SERGIO	9161	011	City Of Chicago Police	$11 56
08/02/2011	VENCES, SERGIO	9161	011	City Of Chicago Police	$452 47
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$320 91
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$208 26
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$6 50
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$0 39
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$6 50
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$210 36
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$0 38
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$6 50
05/24/2012	VELIZ, INGRID	9161	044	City Of Chicago Police	$0 59
08/06/2012	VELEZ, JOSE	9161		City Of Chicago Police	$125 91
08/06/2012	VÉLEZ, JOSE	9161		City Of Chicago Police	$6 50
08/06/2012	VELEZ, JOSE	9161		City Of Chicago Police	$36 81
08/06/2012	VELEZ, JOSÉ	9161		City Of Chicago Police	$34 06
08/06/2012	VELEZ, JOSE	9161		City Of Chicago Police	$6.50
08/06/2012	VELEZ, JOSÉ	9161		City Of Chicago Police	$0 87
08/06/2012	VÉLEZ, JOSE	9161		City Of Chicago Police	$66 84
08/06/2012	VELEZ, JOSE	9161		City Of Chicago Police	$6.50
08/06/2012	VÉLEZ, JOSE	9161		City Of Chicago Police	$1.70
08/06/2012	VÉLEZ, JOSE	9161		City Of Chicago Police	$600.00
08/06/2012	VÉLEZ, JOSE	9161		City Of Chicago Police	$6 50
08/28/2012	VÉLEZ, BENJAMIN	9161	001	City Of Chicago Police	$9 29
08/28/2012	VELEZ, BENJAMIN	9161	001	City Of Chicago Police	$6.50
08/28/2012	VELEZ, BENJAMIN	9161	001	City Of Chicago Police	$228.79
08/28/2012	VELEZ, BENJAMIN	9161	001	City Of Chicago Police	$27.06
08/28/2012	VELEZ, BENJAMIN	9161	001	City Of Chicago Police	$6.50
08/28/2012	VELEZ, BENJAMIN	9161	001	City Of Chicago Police	$666.68
08/20/2012	VELETA, BERNARD	9161		City Of Chicago Police	$5.33

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/20/2012	VELETA, BERNARD	9161		City Of Chicago Police	$6.50
08/20/2012	VELETA, BERNARD	9161		City Of Chicago Police	$10.55
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$8.23
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$6.50
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$6.94
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$589.97
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$6.50
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$6.50
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$148.34
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$6.50
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$7.87
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$160.52
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$168.87
08/31/2012	VEGA, NORMA	9161		City Of Chicago Police	$12.91
08/31/2012	VEGA, NORMA	9161		City Of Chicago Police	$6.50
08/31/2012	VEGA, NORMA	9161		City Of Chicago Police	$505.25
08/31/2012	VEGA, NORMA	9161		City Of Chicago Police	$22.02
08/31/2012	VEGA, NORMA	9161		City Of Chicago Police	$84.85
08/31/2012	VEGA, NORMA	9161		City Of Chicago Police	$6.50
08/12/2012	VAN DORP, TIMOTHY	9161		City Of Chicago Police	$2.76
08/12/2012	VAN DORP, TIMOTHY	9161		City Of Chicago Police	$6.50
08/12/2012	VAN DORP, TIMOTHY	9161		City Of Chicago Police	$56.56
08/12/2012	VAN DORP, TIMOTHY	9161		City Of Chicago Police	$6.50
08/12/2012	VAN DORP, TIMOTHY	9161		City Of Chicago Police	$227.60
08/12/2012	VAN DORP, TIMOTHY	9161		City Of Chicago Police	$26.18
07/02/2010	VALERIO, MAGDALENA			City Of Chicago Police	$6.50
07/02/2010	VALERIO, MAGDALENA			City Of Chicago Police	$3.78
06/23/2012	VALENCIA, FAVIO	9161	044	City Of Chicago Police	$3.78
06/23/2012	VALENCIA, FAVIO	9161	044	City Of Chicago Police	$6.50
06/23/2012	VALENCIA, FAVIO	9161	044	City Of Chicago Police	$147.83
06/23/2012	VALENCIA, FAVIO	9161	044	City Of Chicago Police	$9.80
06/23/2012	VALENCIA, FAVIO	9161	044	City Of Chicago Police	$6.50
06/23/2012	VALENCIA, FAVIO	9161	044	City Of Chicago Police	$383.58

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/29/2012	URBAN, NICHOLAS	9161	017	City Of Chicago Police	$17 63
05/29/2012	URBAN, NICHOLAS	9161	017	City Of Chicago Police	$22.02
06/04/2012	URBAN, ANETA	9161	044	City Of Chicago Police	$6 50
01/19/1977	Tenzer, Joseph H	P	00012	City Of Chicago Police	$94 73
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$222 10
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$292 56
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$199 89
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$5 11
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$239 87
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6.13
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$24 94
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$222.10
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$266 52
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6.50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$199 86
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6.50
05/01/2012	TULLY, MARTIN	9161		City Of Chicago Police	$9.44
05/01/2012	TULLY, MARTIN	9161		City Of Chicago Police	$6.50
05/01/2012	TULLY, MARTIN	9161		City Of Chicago Police	$123.19
08/10/2012	TRACY, PATRICK	9161		City Of Chicago Police	$36.56
08/10/2012	TRACY, PATRICK	9161		City Of Chicago Police	$6 50
08/10/2012	TRACY, PATRICK	9161		City Of Chicago Police	$530.22
08/10/2012	TRACY, PATRICK	9161		City Of Chicago Police	$6.50
08/10/2012	TRACY, PATRICK	9161		City Of Chicago Police	$337 20
08/10/2012	TRACY, PATRICK	9161		City Of Chicago Police	$21 57
08/10/2012	TRACY, PATRICK	9161		City Of Chicago Police	$6.50
07/14/2011	TRAAN, GUAM	9161	001	City Of Chicago Police	$8.32
07/14/2011	TRAAN, GUAM	9161	001	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/14/2011	TRAAN, GUAM	9161	001	City Of Chicago Police	$82 53
07/14/2011	TRAAN, GUAM	9161	001	City Of Chicago Police	$2.93
07/14/2011	TRAAN, GUAM	9161	001	City Of Chicago Police	$6 50
08/15/2012	TOWNSEND, SHELLEY	9161		City Of Chicago Police	$125 37
08/15/2012	TOWNSEND, SHELLEY	9161		City Of Chicago Police	$6 50
08/15/2012	TOWNSEND, SHELLEY	9161		City Of Chicago Police	$8 94
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$10 15
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$600 00
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$6 50
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$115 67
06/12/2012	TORRES, JAYSON	9161		City Of Chicago Police	$6 50
06/12/2012	TORRES, JAYSON	9161		City Of Chicago Police	$8 77
06/12/2012	TORRES, JAYSON	9161		City Of Chicago Police	$114 37
06/12/2012	TORRES, JAYSON	9161		City Of Chicago Police	$6 50
06/12/2012	TORRES, JAYSON	9161		City Of Chicago Police	$207 18
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$111 60
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$6 50
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$1 64
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$6 50
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$41 12
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$21 97
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$6 50
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$541 07
05/11/2012	THOMAS, HERMAN	9161	002	City Of Chicago Police	$605.38
05/11/2012	THOMAS, HERMAN	9161	002	City Of Chicago Police	$6 50
05/11/2012	THOMAS, HERMAN	9161	002	City Of Chicago Police	$294 44
05/11/2012	THOMAS, HERMAN	9161	002	City Of Chicago Police	$6.50
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$6.50
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$16 95
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$6 50
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$16 95
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$6.50
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$33 90

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$6.50
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$16.95
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$6.50
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$2.37
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$222.10
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$6.50
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$2.37
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$6.50
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$58.29
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$234.71
01/11/2012	THEODORE, PETER	9161	044	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.58
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$1.05
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.73
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$588.84
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$1.09
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$210.36
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.39
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$314.23
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.58
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.58
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.58
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.91
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.58
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$0.58
07/14/2011	TARASIUK, JOHNNY	9161	013	City Of Chicago Police	$6.50
09/08/2012	TANTILLO, TIMOTHY	9161		City Of Chicago Police	$36.20
09/08/2012	TANTILLO, TIMOTHY	9161		City Of Chicago Police	$12.88
11/26/1997	Smith, Buford	P	00003	City Of Chicago Police	$199.68
11/26/1997	Smith, Buford	P	00003	City Of Chicago Police	$5.11
11/26/1997	Smith, Buford	P	00003	City Of Chicago Police	$6.50
02/04/2011	SZURA, WILLIAM	3295	055	City Of Chicago Police	$64.47
02/04/2011	SZURA, WILLIAM	3295	055	City Of Chicago Police	$6.50
02/04/2011	SZURA, WILLIAM	3295	055	City Of Chicago Police	$0.95
02/04/2011	SZURA, WILLIAM	3295	055	City Of Chicago Police	$214.64
02/04/2011	SZURA, WILLIAM	3295	055	City Of Chicago Police	$6.50
02/04/2011	SZURA, WILLIAM	3295	055	City Of Chicago Police	$3.15
06/10/2012	SZURA, WILLIAM	9169	055	City Of Chicago Police	$169.48
06/10/2012	SZURA, WILLIAM	9169	055	City Of Chicago Police	$6.50
06/10/2012	SZURA, WILLIAM	9169	055	City Of Chicago Police	$175.83
06/10/2012	SZURA, WILLIAM	9169	055	City Of Chicago Police	$6.50
11/15/2011	SYKES, CHARLES	9161	044	City Of Chicago Police	$110.00
11/15/2011	SYKES, CHARLES	9161	044	City Of Chicago Police	$0.55
11/15/2011	SYKES, CHARLES	9161	044	City Of Chicago Police	$6.50
11/15/2011	SYKES, CHARLES	9161	044	City Of Chicago Police	$225.00
05/16/2011	SWIATKOWSKI, BRIAN	9161		City Of Chicago Police	$6.50
05/16/2011	SWIATKOWSKI, BRIAN	9161		City Of Chicago Police	$661.38
05/16/2011	SWIATKOWSKI, BRIAN	9161		City Of Chicago Police	$6.50
05/16/2011	SWIATKOWSKI, BRIAN	9161		City Of Chicago Police	$6.50
05/16/2011	SWIATKOWSKI, BRIAN	9161		City Of Chicago Police	$6.50
05/16/2011	SWIATKOWSKI, BRIAN	9161		City Of Chicago Police	$269.24
05/16/2011	SWIATKOWSKI, BRIAN	9161		City Of Chicago Police	$16.90
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$6.50
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$0.38
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$178.53

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$6 50
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$208 26
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$0 38
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$6.50
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$208 26
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$0 33
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$6 50
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$58.29
05/24/2012	SWEENEY, GREGORY	9161		City Of Chicago Police	$2 37
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$208 26
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6 50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0 38
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$252 32
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6 50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0.47
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$681 35
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6 50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$1 25
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$168 13
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6 50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0 31
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$473 09
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6 50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0 87
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$292 44
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6 50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0 55
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$582 55
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$1 06
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$593 22
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6 50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$1 09

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$307.06
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0.57
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$210.36
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0.39
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$168.13
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0.31
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$288.58
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0.54
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$290.61
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0.54
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$667.01
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$1.22
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$208.26
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$0.38
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$212.05
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$224.66
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$169.48
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$209.93
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$250.38
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$209.93
03/03/2012	SULLIVAN, JOSEPH	9161	023	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/26/2011	STUBBS, LARRY	9161		City Of Chicago Police	$375.00
04/26/2011	STUBBS, LARRY	9161		City Of Chicago Police	$6.50
04/26/2011	STUBBS, LARRY	9161		City Of Chicago Police	$96.03
04/26/2011	STUBBS, LARRY	9161		City Of Chicago Police	$6.50
04/26/2011	STUBBS, LARRY	9161		City Of Chicago Police	$1.84
07/21/2012	STUBBLEFIELD, KENNETH	9161		City Of Chicago Police	$862.57
07/21/2012	STUBBLEFIELD, KENNETH	9161		City Of Chicago Police	$6.50
07/21/2012	STUBBLEFIELD, KENNETH	9161		City Of Chicago Police	$10.44
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$183.37
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$6.50
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$4.69
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$183.37
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$6.50
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$4.69
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$183.37
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$6.50
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$4.69
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$183.37
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$6.50
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$4.69
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$213.17
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$6.50
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$2.59
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$147.33
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$27.26
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$203.75
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$6.50
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$203.75
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$6.50
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$180.26
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$6.50
07/20/2012	STRELCZYK, GREGORY	9161	021	City Of Chicago Police	$4.60
08/13/2012	STREFF JR, WILLARD	9206		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/30/2012	STIPANOV, KRIS	9161	393	City Of Chicago Police	$159 33
06/30/2012	STIPANOV, KRIS	9161	393	City Of Chicago Police	$6 50
06/30/2012	STIPANOV, KRIS	9161	393	City Of Chicago Police	$129 56
06/30/2012	STIPANOV, KRIS	9161	393	City Of Chicago Police	$6.50
02/05/2012	STEWART, DAMON	PO	004	City Of Chicago Police	$154 40
02/05/2012	STEWART, DAMON	PO	004	City Of Chicago Police	$6.50
02/05/2012	STEWART, DAMON	PO	004	City Of Chicago Police	$2 27
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$65.15
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$6 50
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$0 79
02/02/2010	STEPHANY, RAYMOND		008	City Of Chicago Police	$6 50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6 50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$161.01
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6 50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$173 71
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6 50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$161 01
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6.50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$161 01
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6 50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$177 68
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6 50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$173 71
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6 50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$164 98
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$107 96
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6.50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$3 75
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6.50
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$146 82
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$3 75
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$146 82
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/29/2012	STEPHANS, KEVIN	9161	002	City Of Chicago Police	$6 50
08/29/2012	STEPHANS, KEVIN	9161	002	City Of Chicago Police	$53 28
06/24/2012	STENZEL, CHRIS	9161		City Of Chicago Police	$16 95
06/03/2012	STELLING, BRIAN	9161	044	City Of Chicago Police	$289 47
06/03/2012	STELLING, BRIAN	9161	044	City Of Chicago Police	$6 50
06/03/2012	STELLING, BRIAN	9161	044	City Of Chicago Police	$238 62
06/03/2012	STELLING, BRIAN	9161	044	City Of Chicago Police	$6 50
06/03/2012	STELLING, BRIAN	9161	044	City Of Chicago Police	$245 05
06/03/2012	STELLING, BRIAN	9161	044	City Of Chicago Police	$6.50
03/07/2010	STELLA, NICHOLAS			City Of Chicago Police	$89 53
01/19/2012	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$29 98
01/19/2012	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$39 88
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$205.88
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$177 68
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$6 50
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$133.26
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$3 67
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$177 68
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$6 50
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$177 68
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$6 50
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$6 50
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$6 50
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$16 40
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$95 37
04/19/2012	STANULA, JOSEPH	9161	044	City Of Chicago Police	$6 50
05/30/2012	STANCIN, EDWARD	9161	044	City Of Chicago Police	$22 02
05/30/2012	STANCIN, EDWARD	9161	044	City Of Chicago Police	$6 50
10/26/2010	STAJCIC, JOHN	9168	059	City Of Chicago Police	$129 68
10/26/2010	STAJCIC, JOHN	9168	059	City Of Chicago Police	$6 50
10/26/2010	STAJCIC, JOHN	9168	059	City Of Chicago Police	$227 07
04/14/2012	SPEARS, JUNE	9161		City Of Chicago Police	$0 23
04/14/2012	SPEARS, JUNE	9161		City Of Chicago Police	$460 98

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/14/2012	SPEARS, JUNE	9161		City Of Chicago Police	$6 50
04/14/2012	SPEARS, JUNE	9161		City Of Chicago Police	$0 85
04/14/2012	SPEARS, JUNE	9161		City Of Chicago Police	$126 42
04/14/2012	SPEARS, JUNE	9161		City Of Chicago Police	$6 50
04/21/2012	SPAARGAREN, JACQUELINE	9161	701	City Of Chicago Police	$6 50
04/21/2012	SPAARGAREN, JACQUELINE	9161	701	City Of Chicago Police	$0.41
04/21/2012	SPAARGAREN, JACQUELINE	9161	701	City Of Chicago Police	$0 50
04/21/2012	SPAARGAREN, JACQUELINE	9161	701	City Of Chicago Police	$0 44
04/21/2012	SPAARGAREN, JACQUELINE	9161	701	City Of Chicago Police	$6 50
04/21/2012	SPAARGAREN, JACQUELINE	9161	701	City Of Chicago Police	$0 36
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$3.70
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$6 50
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$305 78
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$6.50
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$2 18
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$1.76
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$6.50
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$145 22
01/22/2011	SOTO, NEFTALI	3286		City Of Chicago Police	$179 67
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$6 50
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$186.30
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$5 73
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$6.50
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$224.33
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$5.73
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$6.50
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$224.33
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$5 90
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$14.48
09/08/2011	SOLIS, ZIOLA	9161	011	City Of Chicago Police	$230 85
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$175 83
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$6.50
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$6.50
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$200.87
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$424.00
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$968.07
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$6.50
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$31.81
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$39.41
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$6.50
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$1.60
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$65.15
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$6.50
08/22/2012	SMITH, KEVIN	9161	002	City Of Chicago Police	$0.79
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$1.22
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$286.40
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$521.57
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$600.00
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$143.37
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$387.46
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$0.70
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$169.96
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$0.32
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$671.24
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$1.24
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$1.95
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$390.08

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6 50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$0 72
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6 50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$1 49
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6 50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$1 49
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$700 00
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6 53
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$102 95
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6 50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$1.78
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6 50
08/26/2012	SMITH, JEFFERY	p o		City Of Chicago Police	$64 66
08/26/2012	SMITH, JEFFERY	p o		City Of Chicago Police	$0 50
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$1.20
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$609.57
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$6 50
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$646.38
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$6.50
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$6 50
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$0.65
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$6 50
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$1 14
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$348.85
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$280.54
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$1 01
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$547 43
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$273 80
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$6 50
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$271 61
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$6 50
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$0 50
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$0.52
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$6.50
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$1.00
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$6.50
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$126.45
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$6.50
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$6.50
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$543.22
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$553.16
03/04/2012	SKORNOG, CURTIS	9161		City Of Chicago Police	$519.68
02/20/2012	SKARUPINSKI, CHRIS	9161		City Of Chicago Police	$94.36
02/20/2012	SKARUPINSKI, CHRIS	9161		City Of Chicago Police	$6.50
02/20/2012	SKARUPINSKI, CHRIS	9161		City Of Chicago Police	$2.41
06/11/2010	SIMMONS, KAREN	9161	023	City Of Chicago Police	$3.33
06/11/2010	SIMMONS, KAREN	9161	023	City Of Chicago Police	$6.50
06/11/2010	SIMMONS, KAREN	9161	023	City Of Chicago Police	$6.50
06/11/2010	SIMMONS, KAREN	9161	023	City Of Chicago Police	$104.84
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$65.15
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$6.50
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$1.97
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$65.15
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$6.50
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$0.79
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$1.46
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$6.50
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$0.79
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$65.15
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$6.50
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$0.79
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$6.50
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$1.97
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$6.50
10/12/2009	SILIUS, MICHAEL	9161		City Of Chicago Police	$124.76

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
10/12/2009	SILIUS, MICHAEL	9161		City Of Chicago Police	$6.50
10/12/2009	SILIUS, MICHAEL	9161		City Of Chicago Police	$5.06
01/21/2011	SHILNEY, JOHN	3608	189	City Of Chicago Police	$119.93
01/21/2011	SHILNEY, JOHN	3608	189	City Of Chicago Police	$3.07
01/21/2011	SHILNEY, JOHN	3608	189	City Of Chicago Police	$6.50
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$6.50
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$253.41
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$6.50
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$1.73
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$937.78
06/10/2011	SCHREIBER, ERIC	9161	044	City Of Chicago Police	$95.13
06/10/2011	SCHREIBER, ERIC	9161	044	City Of Chicago Police	$6.50
06/10/2011	SCHREIBER, ERIC	9161	044	City Of Chicago Police	$1.15
08/01/2012	SCHNEIDER, KATHY	9161	020	City Of Chicago Police	$508.14
08/01/2012	SCHNEIDER, KATHY	9161	020	City Of Chicago Police	$6.50
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$6.50
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$2.86
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$236.11
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$1.43
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$6.50
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$118.06
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$30.34
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$6.50
07/18/2012	SCHMITZ, PAUL	9161	002	City Of Chicago Police	$0.78
08/06/2012	SCHERER, KARL	9171	023	City Of Chicago Police	$21.68
08/06/2012	SCHERER, KARL	9171	023	City Of Chicago Police	$6.50
08/06/2012	SCHERER, KARL	9171	023	City Of Chicago Police	$116.37
08/06/2012	SCHERER, KARL	9171	023	City Of Chicago Police	$25.11
08/06/2012	SCHERER, KARL	9171	023	City Of Chicago Police	$6.50
08/06/2012	SCHERER, KARL	9171	023	City Of Chicago Police	$173.19
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$212.05
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$213.90
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$258.32

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$164 98
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$113.00
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$252.84
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6 50
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6 50
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$256 47
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6 50
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$218.40
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6.50
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$250.12
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6 50
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6 50
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6 50
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6 50
06/29/2012	SANTOS, DAVID	9161	3	City Of Chicago Police	$6 50
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$76.59
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$6 50
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$4 15
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$6 50
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$162.52
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$2 91
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$6 50
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$113 98
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$3 58
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$136.78
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 23
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$147.44
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$3 81
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$146.09
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$2 57

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$53.22
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$119 59
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$146 09
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$2 57
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$100 01
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$147.44
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6.50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$3 81
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$138 25
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6.50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$7 59
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$147.19
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$3 58
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$138 25
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$7 59
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$147 44
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$3 81
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$135.43
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6.50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$4 99
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$146.09
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$2.57
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$147 19
04/07/2012	SANDERS, JOHN	9161		City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/16/2012	SANCHEZ, WILFREDO	9161		City Of Chicago Police	$6.50
08/07/2012	SANCHEZ, RUBEN	9161		City Of Chicago Police	$567.38
08/07/2012	SANCHEZ, RUBEN	9161		City Of Chicago Police	$6.50
08/07/2012	SANCHEZ, RUBEN	9161		City Of Chicago Police	$33.71
08/07/2012	SANCHEZ, RUBEN	9161		City Of Chicago Police	$6.50
08/07/2012	SANCHEZ, RUBEN	9161		City Of Chicago Police	$23.63
08/31/2012	SANCHEZ, NICOLAS	9161		City Of Chicago Police	$15.88
08/31/2012	SANCHEZ, NICOLAS	9161		City Of Chicago Police	$186.94
08/31/2012	SANCHEZ, NICOLAS	9161		City Of Chicago Police	$621.58
08/31/2012	SANCHEZ, NICOLAS	9161		City Of Chicago Police	$4.77
08/31/2012	SANCHEZ, NICOLAS	9161		City Of Chicago Police	$6.50
08/31/2012	SANCHEZ, NICOLAS	9161		City Of Chicago Police	$6.50
06/01/2012	SANCHEZ, CAMILA	9161	044	City Of Chicago Police	$6.50
06/01/2012	SANCHEZ, CAMILA	9161	044	City Of Chicago Police	$1.79
06/01/2012	SANCHEZ, CAMILA	9161	044	City Of Chicago Police	$491.16
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$14.95
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$65.15
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$0.79
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$393.71
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$6.50
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$436.70
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$6.50
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$585.00
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$6.50
03/25/2012	SANCHEZ, BENJAMIN	9161	044	City Of Chicago Police	$6.50
09/03/2012	SALVAGE III, FRANK	9161	315	City Of Chicago Police	$6.50
09/03/2012	SALVAGE III, FRANK	9161	315	City Of Chicago Police	$10.44
09/03/2012	SALVAGE III, FRANK	9161	315	City Of Chicago Police	$408.65
08/03/2011	SALLUSTIO, MARGARET	9161	015	City Of Chicago Police	$0.79
08/03/2011	SALLUSTIO, MARGARET	9161	015	City Of Chicago Police	$6.50
07/26/2012	SALGADO, SALVADOR	9161		City Of Chicago Police	$6.50
07/26/2012	SALGADO, SALVADOR	9161		City Of Chicago Police	$0.79
07/26/2012	SALGADO, SALVADOR	9161		City Of Chicago Police	$65.15

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/11/2012	SALGADO, EPIFANIO	9161		City Of Chicago Police	$66.61
05/11/2012	SALGADO, EPIFANIO	9161		City Of Chicago Police	$6.50
05/11/2012	SALGADO, EPIFANIO	9161		City Of Chicago Police	$104.84
05/11/2012	SALGADO, EPIFANIO	9161		City Of Chicago Police	$6.50
05/11/2012	SALGADO, EPIFANIO	9161		City Of Chicago Police	$0.80
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$82.53
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$6.50
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$8.32
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$46.37
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$6.50
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$873.03
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$6.50
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$35.43
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$180.58
08/05/2012	SALGADO, ARMANDO	9161		City Of Chicago Police	$6.50
06/21/2012	SALADINO, MICHAEL	9171		City Of Chicago Police	$78.63
06/21/2012	SALADINO, MICHAEL	9171		City Of Chicago Police	$6.50
06/21/2012	SALADINO, MICHAEL	9171		City Of Chicago Police	$6.03
06/21/2012	SALADINO, MICHAEL	9171		City Of Chicago Police	$209.63
06/21/2012	SALADINO, MICHAEL	9171		City Of Chicago Police	$6.50
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$246.31
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$6.50
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$2.98
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$540.57
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$6.50
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$6.50
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$2.37
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$3.08
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$6.50
06/10/2012	SAKALAS, RICHARD	9168	059	City Of Chicago Police	$254.27
06/14/2012	SAID, WASIM	9161	044	City Of Chicago Police	$347.49
06/14/2012	SAID, WASIM	9161	044	City Of Chicago Police	$6.50
06/14/2012	SAID, WASIM	9161	044	City Of Chicago Police	$250.00

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/14/2012	SAID, WASIM	9161	044	City Of Chicago Police	$6.50
12/16/2006	Rollins, Charles J	P	00009	City Of Chicago Police	$113.28
12/16/2006	Rollins, Charles J	P	00009	City Of Chicago Police	$6.50
12/16/2006	Rollins, Charles J	P	00009	City Of Chicago Police	$736.98
12/02/1999	Riley, Inez L	P	00003	City Of Chicago Police	$0.76
12/02/1999	Riley, Inez L	P	00003	City Of Chicago Police	$6.50
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$1.11
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$179.67
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$6.50
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$2.18
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$145.22
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$6.50
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$6.50
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$1.76
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$2.34
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$6.50
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$192.86
07/16/2012	RUTLEDGE, REGINA	9161		City Of Chicago Police	$92.24
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$64.47
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$0.95
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$244.48
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$3.59
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$64.47
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$0.95
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$654.46
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$9.62
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$123.53
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$1.82

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$163.13
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$169.48
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$163.13
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$169.48
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$167.63
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$161.28
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$163.13
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$169.48
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$169.48
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$163.13
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/12/2012	RUCKER, AARON	9161	543	City Of Chicago Police	$6.50
06/06/2012	ROUBA, ANTHONY	9161	312	City Of Chicago Police	$1.58
06/06/2012	ROUBA, ANTHONY	9161	312	City Of Chicago Police	$6.50
06/06/2012	ROUBA, ANTHONY	9161	312	City Of Chicago Police	$61.72
11/29/2011	ROSENTHAL, RYAN	9161		City Of Chicago Police	$133.26
05/08/2012	ROSALES JR, RAUL	9161		City Of Chicago Police	$6.50
05/08/2012	ROSALES JR, RAUL	9161		City Of Chicago Police	$0.47
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$5.11
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$236.30
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6.50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$199.89

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$5 63
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6 50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$220 23
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$218 13
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6 50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6.50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$218.13
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6.50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$262.55
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6.50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$222.10
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6.50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$256.20
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6.50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$256 20
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$3.62
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6 50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6 50
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$257 23
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6.04
03/28/2011	RONAN, RUTH	9171		City Of Chicago Police	$6.50
08/04/2011	RODRIGUEZ, MARIAN	9161		City Of Chicago Police	$6.50
08/04/2011	RODRIGUEZ, MARIAN	9161		City Of Chicago Police	$188 66
08/04/2011	RODRIGUEZ, MARIAN	9161		City Of Chicago Police	$2 04
02/18/2011	RODRIGUEZ, LYDIA			City Of Chicago Police	$20.18
02/18/2011	RODRIGUEZ, LYDIA			City Of Chicago Police	$6.50
02/18/2011	RODRIGUEZ, LYDIA			City Of Chicago Police	$0 95
02/18/2011	RODRIGUEZ, LYDIA			City Of Chicago Police	$6 50
02/18/2011	RODRIGUEZ, LYDIA			City Of Chicago Police	$64 47
05/12/2012	RODRIGUEZ, JULIO	9161		City Of Chicago Police	$6 50
05/12/2012	RODRIGUEZ, JULIO	9161		City Of Chicago Police	$97 65
05/12/2012	RODRIGUEZ, JULIO	9161		City Of Chicago Police	$185.04
05/12/2012	RODRIGUEZ, JULIO	9161		City Of Chicago Police	$25.15

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/12/2012	RODRIGUEZ, JULIO	9161		City Of Chicago Police	$4.73
05/12/2012	RODRIGUEZ, JULIO	9161		City Of Chicago Police	$6.50
03/17/2010	RODRIGUEZ, JOSEPH	9161		City Of Chicago Police	$39.14
03/17/2010	RODRIGUEZ, JOSEPH	9161		City Of Chicago Police	$39.14
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.69
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$314.23
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.58
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$314.23
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.58
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$180.31
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.33
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$314.23
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.58
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$166.03
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.30
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$208.26
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.38
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$208.26
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.38
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$267.18
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$208.26
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.38
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0.87
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6 50
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$0 56
12/02/2011	ROBLES, ROBERT	9161	013	City Of Chicago Police	$6 50
08/10/2012	ROBERTS JR, ALONZO	9161		City Of Chicago Police	$10 34
08/10/2012	ROBERTS JR, ALONZO	9161		City Of Chicago Police	$6 50
08/10/2012	ROBERTS JR, ALONZO	9161		City Of Chicago Police	$5 38
08/10/2012	ROBERTS JR, ALONZO	9161		City Of Chicago Police	$42 64
08/10/2012	ROBERTS JR, ALONZO	9161		City Of Chicago Police	$118 72
08/10/2012	ROBERTS JR, ALONZO	9161		City Of Chicago Police	$6 50
04/28/2009	ROBERISON, GWENDA	9161	015	City Of Chicago Police	$252 69
04/28/2009	ROBERISON, GWENDA	9161	015	City Of Chicago Police	$6.50
04/28/2009	ROBERISON, GWENDA	9161	015	City Of Chicago Police	$10 35
10/09/2010	RIZZO, DARREL	9161	019	City Of Chicago Police	$16 90
10/09/2010	RIZZO, DARREL	9161	019	City Of Chicago Police	$6 50
10/09/2010	RIZZO, DARREL	9161	019	City Of Chicago Police	$661 36
08/24/2012	RIX, MICHAEL	9161	025	City Of Chicago Police	$35 20
08/24/2012	RIX, MICHAEL	9161	025	City Of Chicago Police	$21 74
08/24/2012	RIX, MICHAEL	9161	025	City Of Chicago Police	$6 50
08/24/2012	RIX, MICHAEL	9161	025	City Of Chicago Police	$14 10
08/24/2012	RIX, MICHAEL	9161	025	City Of Chicago Police	$6 50
08/24/2012	RIX, MICHAEL	9161	025	City Of Chicago Police	$6 50
08/24/2012	RIX, MICHAEL	9161	025	City Of Chicago Police	$850 81
08/24/2012	RIX, MICHAEL	9161	025	City Of Chicago Police	$0.21
07/18/2011	RIVERA, MARLENE	9161		City Of Chicago Police	$6.50
07/18/2011	RIVERA, MARLENE	9161		City Of Chicago Police	$18 79
06/08/2010	RIPLEY, MATTHEW	9161	025	City Of Chicago Police	$6 50
06/24/2012	RIOS, JOSE	9161	023	City Of Chicago Police	$10 29
06/24/2012	RIOS, JOSE	9161	023	City Of Chicago Police	$6 50
06/24/2012	RIOS, JOSE	9161	023	City Of Chicago Police	$253 50
07/01/2012	RICHARDSON, MONICA	9161	044	City Of Chicago Police	$220 32
07/01/2012	RICHARDSON, MONICA	9161	044	City Of Chicago Police	$6 50
07/01/2012	RICHARDSON, MONICA	9161	044	City Of Chicago Police	$0.43

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$6.50
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$267.65
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$96.45
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$118.72
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$6.50
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$1.93
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$6.50
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$6.50
07/20/2011	REYES, CHRISTOPHER	9161	044	City Of Chicago Police	$48.00
07/20/2011	REYES, CHRISTOPHER	9161	044	City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$88.84
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$88.84
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$88.84
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$88.84
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$133.26
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$88.84
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$104.84
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$88.84
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$175.83
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$6.50
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$210.28
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$6.50
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$6.50
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$6.50
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$4.05

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$175 83
02/13/2012	RAINES, THOMAS	9161	011	City Of Chicago Police	$158 24
10/16/2009	QUINN, THOMAS	9161	001	City Of Chicago Police	$600 00
10/16/2009	QUINN, THOMAS	9161	001	City Of Chicago Police	$6.50
10/16/2009	QUINN, THOMAS	9161	001	City Of Chicago Police	$116 82
08/24/2012	QUINN III, FRANK	9161	022	City Of Chicago Police	$69 73
08/24/2012	QUINN III, FRANK	9161	022	City Of Chicago Police	$6.50
08/18/2008	Philp, Danielle	P	00005	City Of Chicago Police	$625 28
08/18/2008	Philp, Danielle	P	00005	City Of Chicago Police	$6 50
08/18/2008	Philp, Danielle	P	00005	City Of Chicago Police	$6.50
08/18/2008	Philp, Danielle	P	00005	City Of Chicago Police	$96.50
08/18/2008	Philp, Danielle	P	00005	City Of Chicago Police	$292 23
08/18/2008	Philp, Danielle	P	00005	City Of Chicago Police	$327.22
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$0 95
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$516 97
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$6 50
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$6.50
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$64 47
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$6 50
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$6 50
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$33 71
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$6 50
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$6 50
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$6.05
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$6.50
08/11/2012	PREUS, DEBRA	9161	017	City Of Chicago Police	$6 50
02/25/2012	POWELL, ROGER	9161	020	City Of Chicago Police	$1 25
02/25/2012	POWELL, ROGER	9161	020	City Of Chicago Police	$6 50
02/25/2012	POWELL, ROGER	9161	020	City Of Chicago Police	$681.35
05/01/2012	POULOS, JOHN	9161		City Of Chicago Police	$6.50
05/01/2012	POULOS, JOHN	9161		City Of Chicago Police	$156 59
05/01/2012	POULOS, JOHN	9161		City Of Chicago Police	$4 00
06/02/2009	POSEY, EUGENE	9161		City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/02/2009	POSEY, EUGENE	9161		City Of Chicago Police	$4.59
06/02/2009	POSEY, EUGENE	9161		City Of Chicago Police	$6.50
06/02/2009	POSEY, EUGENE	9161		City Of Chicago Police	$1.46
06/13/2011	PORRATA, ALVIN	9161	018	City Of Chicago Police	$6.50
06/13/2011	PORRATA, ALVIN	9161	018	City Of Chicago Police	$186.07
06/13/2011	PORRATA, ALVIN	9161	018	City Of Chicago Police	$6.50
06/13/2011	PORRATA, ALVIN	9161	018	City Of Chicago Police	$104.84
06/13/2011	PORRATA, ALVIN	9161	018	City Of Chicago Police	$19.44
06/13/2011	PORRATA, ALVIN	9161	018	City Of Chicago Police	$220.28
06/13/2011	PORRATA, ALVIN	9161	018	City Of Chicago Police	$3.24
06/13/2011	PORRATA, ALVIN	9161	018	City Of Chicago Police	$6.50
09/08/2011	PIETROWSKI, ARLEN	9165	071	City Of Chicago Police	$249.26
09/08/2011	PIETROWSKI, ARLEN	9165	071	City Of Chicago Police	$249.26
09/08/2011	PIETROWSKI, ARLEN	9165	071	City Of Chicago Police	$6.50
09/08/2011	PIETROWSKI, ARLEN	9165	071	City Of Chicago Police	$6.50
07/09/2012	PIERRE, JOHNNIE	9161		City Of Chicago Police	$6.50
07/09/2012	PIERRE, JOHNNIE	9161		City Of Chicago Police	$6.50
07/09/2012	PIERRE, JOHNNIE	9161		City Of Chicago Police	$6.50
05/07/2012	PETROWSKI, STEVEN	9171	008	City Of Chicago Police	$6.50
05/07/2012	PETROWSKI, STEVEN	9171	008	City Of Chicago Police	$600.00
05/07/2012	PETROWSKI, STEVEN	9171	008	City Of Chicago Police	$115.67
03/25/2012	PEREZ, MANUEL	9161	010	City Of Chicago Police	$6.50
03/25/2012	PEREZ, MANUEL	9161	010	City Of Chicago Police	$6.50
03/25/2012	PEREZ, MANUEL	9161	010	City Of Chicago Police	$6.50
07/10/2012	PEREZ, GREGORIO	9161	012	City Of Chicago Police	$173.64
07/10/2012	PEREZ, GREGORIO	9161	012	City Of Chicago Police	$2.10
07/10/2012	PEREZ, GREGORIO	9161	012	City Of Chicago Police	$6.50
07/10/2012	PEREZ, GREGORIO	9161	012	City Of Chicago Police	$173.64
07/10/2012	PEREZ, GREGORIO	9161	012	City Of Chicago Police	$2.10
07/10/2012	PEREZ, GREGORIO	9161	012	City Of Chicago Police	$6.50
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$30.00
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$6.50
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$2.13

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$6 50
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$83.13
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$6.50
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$6 50
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$225 00
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$9.91
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$110 00
12/14/2010	PEREZ, DAVID	9161		City Of Chicago Police	$102.39
12/14/2010	PEREZ, DAVID	9161		City Of Chicago Police	$102 39
07/06/2012	PERDUE, DENNY	9161		City Of Chicago Police	$0.79
07/06/2012	PERDUE, DENNY	9161		City Of Chicago Police	$0 79
07/06/2012	PERDUE, DENNY	9161		City Of Chicago Police	$6 50
07/06/2012	PERDUE, DENNY	9161		City Of Chicago Police	$65 15
07/06/2012	PERDUE, DENNY	9161		City Of Chicago Police	$65 15
07/06/2012	PERDUE, DENNY	9161		City Of Chicago Police	$6 50
09/23/2009	PEPPER, KENDRA	9161	044	City Of Chicago Police	$6 50
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$211 54
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$6 50
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$72 84
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$6 50
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$13.73
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$390.07
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$6 50
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$15.84
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$180.58
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$6.50
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$118 72
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$53.87
08/08/2012	PEPPER, KENDRA	9161		City Of Chicago Police	$6 50
09/09/2009	PEMBERTON, KENT	9161	020	City Of Chicago Police	$6.50
04/08/2011	PEDRAZA JR, JOSE	9161	153	City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$238 45
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$2 25
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$205 70
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$238 82
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$2 59
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$249 91
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$12 80
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$361 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$315 61
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$238 45
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$2 25
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$237 14
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$1 05
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$238 45
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$2 25
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$32 59
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$130 30
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$65 15
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$6 50
03/19/2012	PEARSON, DEL	9161		City Of Chicago Police	$0 79
05/25/2012	PEABODY, KATHERINE	9161		City Of Chicago Police	$30 02
05/25/2012	PEABODY, KATHERINE	9161		City Of Chicago Police	$6 50
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$206 42
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$0 92
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$6 50
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$0 37
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$201 95
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$0 38
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$264 83
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$6 50
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$0.49
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$6.50
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$6 50
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$0 46
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$6.50
07/03/2009	PAYNE, GREGORY	9161	015	City Of Chicago Police	$6.50
01/28/2009	PAXSON, MICHAEL	9161		City Of Chicago Police	$6 50
01/28/2009	PAXSON, MICHAEL	9161		City Of Chicago Police	$6.50
06/17/2012	PAWLAK, JEFFERY	9161		City Of Chicago Police	$600 00
06/17/2012	PAWLAK, JEFFERY	9161		City Of Chicago Police	$110 00
06/17/2012	PAWLAK, JEFFERY	9161		City Of Chicago Police	$6.50
02/24/2012	PASKO, MATHEW	9161		City Of Chicago Police	$356.57
02/24/2012	PASKO, MATHEW	9161		City Of Chicago Police	$6 50
02/24/2012	PASKO, MATHEW	9161		City Of Chicago Police	$9 11
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$4 79
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$6.50
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$6.76
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$6.50
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$62 86
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$12 58
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$6 50
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$492.41
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$110 00
07/25/2010	PARKER, HENRIETTA	9161		City Of Chicago Police	$10.15
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$6 50
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$16.60
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$6.50
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$408.78
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$444.97

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$6 50
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$6 50
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$2 37
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$16 60
11/20/2011	PANTALENA, KATHERINE	9161		City Of Chicago Police	$18 07
12/16/2011	PANEK, SHERYL	9161	025	City Of Chicago Police	$205.21
12/16/2011	PANEK, SHERYL	9161	025	City Of Chicago Police	$162.64
12/16/2011	PANEK, SHERYL	9161	025	City Of Chicago Police	$162 64
12/16/2011	PANEK, SHERYL	9161	025	City Of Chicago Police	$6.50
12/16/2011	PANEK, SHERYL	9161	025	City Of Chicago Police	$6 50
12/16/2011	PANEK, SHERYL	9161	025	City Of Chicago Police	$6 50
12/16/2011	PANEK, SHERYL	9161	025	City Of Chicago Police	$6.50
12/16/2011	PANEK, SHERYL	9161	025	City Of Chicago Police	$173.98
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$6 50
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$2.84
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$99 60
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$6 50
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$1.21
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$112.79
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$6 50
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$2.88
12/10/2011	PANAGIOTOPOULOS, ANGELO	9161	018	City Of Chicago Police	$111.12
03/10/2012	PALUCH, MATTHEW	9161	018	City Of Chicago Police	$899.25
03/10/2012	PALUCH, MATTHEW	9161	018	City Of Chicago Police	$6.50
03/10/2012	PALUCH, MATTHEW	9161	018	City Of Chicago Police	$180.58
03/10/2012	PALUCH, MATTHEW	9161	018	City Of Chicago Police	$57.00
03/10/2012	PALUCH, MATTHEW	9161	018	City Of Chicago Police	$1 65
03/10/2012	PALUCH, MATTHEW	9161	018	City Of Chicago Police	$6 50
03/10/2012	PALUCH, MATTHEW	9161	018	City Of Chicago Police	$6 50
02/06/2011	PALIKU, MARY	3286	023	City Of Chicago Police	$417.00
12/19/2011	PACHECO, ERWIN	9161		City Of Chicago Police	$6.50
12/19/2011	PACHECO, ERWIN	9161		City Of Chicago Police	$611.18
06/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$14.51

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$6.50
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$587.53
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$24.75
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$6.50
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$733.29
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$6.50
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$213.56
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$6.50
06/12/2006	Odonnell, Ryan	P	00044	City Of Chicago Police	$6.50
03/20/1996	Oconnell, Edward L	P	00044	City Of Chicago Police	$6.50
03/20/1996	Oconnell, Edward L	P	00044	City Of Chicago Police	$7.02
03/20/1996	Oconnell, Edward L	P	00044	City Of Chicago Police	$6.50
03/20/1996	Oconnell, Edward L	P	00044	City Of Chicago Police	$6.50
03/20/1996	Oconnell, Edward L	P	00044	City Of Chicago Police	$90.03
09/20/2010	OWENS, MESHAY			City Of Chicago Police	$58.29
09/20/2010	OWENS, MESHAY			City Of Chicago Police	$6.50
09/20/2010	OWENS, MESHAY			City Of Chicago Police	$6.33
09/20/2010	OWENS, MESHAY			City Of Chicago Police	$155.95
09/20/2010	OWENS, MESHAY			City Of Chicago Police	$6.50
09/20/2010	OWENS, MESHAY			City Of Chicago Police	$2.37
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.50
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.15
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$131.96
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.50
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.15
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$310.78
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.50
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$3.76
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$131.96
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.50
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.15
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$131.96
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.15
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$131.96
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$6.50
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$26.17
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$323.61
12/22/2011	ORTEGA, JUAN	9161		City Of Chicago Police	$6.50
02/10/2012	OPALINSKI, MILDRED	9161		City Of Chicago Police	$71.61
02/10/2012	OPALINSKI, MILDRED	9161		City Of Chicago Police	$110.00
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$446.40

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$6.50
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$207.06
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$6.50
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$207.06
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$133.26
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$207.06
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$6.50
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$6.50
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$6.50
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$175.63
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$6.50
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$126.91
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$6.50
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$126.91
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$6.50
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$164.98
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$6.50
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$222.10
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$0.50
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$164.98
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$6.50
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$164.98
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$6.50
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$164.98
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$6.50
07/05/2012	OLIVARES, GLORIA	9161	044	City Of Chicago Police	$4.09
07/05/2012	OLIVARES, GLORIA	9161	044	City Of Chicago Police	$6.50
07/05/2012	OLIVARES, GLORIA	9161	044	City Of Chicago Police	$159.91
09/01/2012	OLIVARES, DAVID			City Of Chicago Police	$2.89
09/01/2012	OLIVARES, DAVID			City Of Chicago Police	$6.50
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$9.70
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$220.57
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$6 50
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$801 36
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$0 53
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$3 24
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$44 05
08/11/2012	OLEN, JOHN	9161		City Of Chicago Police	$6 50
07/17/2012	ODUNSI, SHERRY	9161		City Of Chicago Police	$6 50
07/17/2012	ODUNSI, SHERRY	9161		City Of Chicago Police	$840 37
05/16/2011	OCASIO, ROYLAND	9161	004	City Of Chicago Police	$134 58
08/05/2012	O TOOLE, DANIEL	9161	189	City Of Chicago Police	$6 50
08/05/2012	O TOOLE, DANIEL	9161	189	City Of Chicago Police	$975 93
08/05/2012	O TOOLE, DANIEL	9161	189	City Of Chicago Police	$0 87
08/05/2012	O TOOLE, DANIEL	9161	189	City Of Chicago Police	$6 50
08/05/2012	O TOOLE, DANIEL	9161	189	City Of Chicago Police	$34 66
08/05/2012	O TOOLE, DANIEL	9161	189	City Of Chicago Police	$24 94
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$314 23
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$1 21
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6 50
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$99 60
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$0.58
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6 50
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$314.23
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$0 58
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6 50
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$314.23
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$0 58
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6.50
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$314 23
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$0.58
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6 50
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6 50
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$875 73
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$1.51
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$0 58
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6.50
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$0 58
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$314 23
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$6 50
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$314 23
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$314 23
02/12/2012	O MARA, KEVIN	9161	006	City Of Chicago Police	$0.58
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$159 33
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6.50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$248 17
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$9 69
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$9 69
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$0.95
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$203 75
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$203 75
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$203 75
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$203 75
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$6 50
11/17/2011	O DONNELL, EILEEN	9165	630	City Of Chicago Police	$164 49
11/17/2011	O DONNELL, EILEEN	9165	630	City Of Chicago Police	$164 49
11/17/2011	O DONNELL, EILEEN	9165	630	City Of Chicago Police	$493 47
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$0 76
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$173 71

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/07/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$6.50
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$169.74
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$6.50
05/07/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$173.71
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$6.50
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$145.62
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$6.50
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$3.72
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$159.91
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$0.50
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$4.09
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$62.86
05/02/2012	O CONNOR, THOMAS	9171	004	City Of Chicago Police	$6.50
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$213.32
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$6.50
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$88.84
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$6.50
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$6.50
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$6.50
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$88.84
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$6.50
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$104.84
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$6.50
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$155.86
07/16/2012	O CONNOR, TERRENCE	9161		City Of Chicago Police	$88.84
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$640.86
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$0.64
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$6.50
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$342.47
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$0.65
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$6.50
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$6.50
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$1.20

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/28/2012	O BRIEN, WILLIAM	9161	315	City Of Chicago Police	$1 27
03/28/2012	O BRIEN, WILLIAM	9161	315	City Of Chicago Police	$6 50
03/28/2012	O BRIEN, WILLIAM	9161	315	City Of Chicago Police	$684.65
02/02/2011	O BRIEN, AMIE	PO	020	City Of Chicago Police	$6 50
02/02/2011	O BRIEN, AMIE	PO	020	City Of Chicago Police	$19.56
02/02/2011	O BRIEN, AMIE	PO	020	City Of Chicago Police	$6.50
10/29/1987	Nowak, Philip	P	00022	City Of Chicago Police	$36.17
04/20/2012	NODI, MICHAEL	9161	701	City Of Chicago Police	$354.90
05/30/2012	NIEVES SILOS, ANITA	9161		City Of Chicago Police	$98.16
05/30/2012	NIEVES SILOS, ANITA	9161		City Of Chicago Police	$538 96
06/09/2012	NELSON, SHIRLEY	9161	284	City Of Chicago Police	$1.06
06/09/2012	NELSON, SHIRLEY	9161	284	City Of Chicago Police	$87 87
06/09/2012	NELSON, SHIRLEY	9161	284	City Of Chicago Police	$12 09
06/09/2012	NELSON, SHIRLEY	9161	284	City Of Chicago Police	$6.50
06/09/2012	NELSON, SHIRLEY	9161	284	City Of Chicago Police	$6.50
06/20/2011	NELSON JONES, NEDRA	9171	715	City Of Chicago Police	$6.50
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$6.50
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$6.50
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$278 68
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$406.73
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$6.50
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$235 96
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$0.51
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$0 43
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$756 96
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$6 50
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$1.41
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$208 26
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$6 50
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$0 38
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$208 26
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$6 50
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$0 38

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/18/2012	NEJA, WILLIAM	9171	023	City Of Chicago Police	$711 99
08/31/2012	NEBERIEZA, DAVID	9161	044	City Of Chicago Police	$21.75
08/31/2012	NEBERIEZA, DAVID	9161	044	City Of Chicago Police	$6 50
08/31/2012	NEBERIEZA, DAVID	9161	044	City Of Chicago Police	$535 87
08/31/2012	NEBERIEZA, DAVID	9161	044	City Of Chicago Police	$6 50
08/31/2012	NEBERIEZA, DAVID	9161	044	City Of Chicago Police	$33 71
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$181 76
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6.50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$158 24
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6 50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$4.05
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$181.76
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6 50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$181 76
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6.50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$181 76
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6.50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$169 91
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6 50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$5 58
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$175 83
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6 50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$199 89
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6 50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$5 11
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$181 76
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6.50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$181 76
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6 50
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$181 76
11/06/2011	NAVIA, MAX	9161		City Of Chicago Police	$6 50
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$256.73
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$179 21
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$64 47
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6 50
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$0 95
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$199 12
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6 50
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$4 58
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6 50
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$199 12
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6 50
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$175 64
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6 50
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$4 49
06/13/2012	NASADOWSKI, ADAM	9161	044	City Of Chicago Police	$2 41
06/13/2012	NASADOWSKI, ADAM	9161	044	City Of Chicago Police	$6 50
06/13/2012	NASADOWSKI, ADAM	9161	044	City Of Chicago Police	$94 36
08/24/2007	Murphy-Webb, Margaret C	P	00023	City Of Chicago Police	$231 17
08/24/2007	Murphy-Webb, Margaret C	P	00023	City Of Chicago Police	$6 50
08/24/2007	Murphy-Webb, Margaret C	P	00023	City Of Chicago Police	$2 80
08/24/2007	Murphy-Webb, Margaret C	P	00023	City Of Chicago Police	$6 50
08/24/2007	Murphy-Webb, Margaret C	P	00023	City Of Chicago Police	$0 79
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$6.50
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$6 50
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$104.92
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$361.42
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$135.73
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$6 50
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$3 47
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$16 14
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$6.50
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$6 50
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$726 35
01/10/2008	Messino, William	P	00020	City Of Chicago Police	$80.12

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/10/2008	Messino, William	P	00020	City Of Chicago Police	$6.50
01/10/2008	Messino, William	P	00020	City Of Chicago Police	$6.50
01/10/2008	Messino, William	P	00020	City Of Chicago Police	$625.90
01/10/2008	Messino, William	P	00020	City Of Chicago Police	$4.61
10/06/2006	Mcmahon, Mary L	P	00006	City Of Chicago Police	$53.98
10/06/2006	Mcmahon, Mary L	P	00006	City Of Chicago Police	$6.50
10/06/2006	Mcmahon, Mary L	P	00006	City Of Chicago Police	$6.50
08/07/2012	MURRAY, BABETTE	9161	003	City Of Chicago Police	$116.35
08/07/2012	MURRAY, BABETTE	9161	003	City Of Chicago Police	$6.50
08/07/2012	MURRAY, BABETTE	9161	003	City Of Chicago Police	$5.67
08/07/2012	MURRAY, BABETTE	9161	003	City Of Chicago Police	$139.61
08/07/2012	MURRAY, BABETTE	9161	003	City Of Chicago Police	$6.50
08/07/2012	MURRAY, BABETTE	9161	003	City Of Chicago Police	$2.97
03/25/2012	MOYNIHAN, DANIEL	9161		City Of Chicago Police	$6.50
03/25/2012	MOYNIHAN, DANIEL	9161		City Of Chicago Police	$419.86
08/19/2012	MOY, ANDY	9161	021	City Of Chicago Police	$122.82
08/19/2012	MOY, ANDY	9161	021	City Of Chicago Police	$6.50
08/19/2012	MOY, ANDY	9161	021	City Of Chicago Police	$70.50
08/19/2012	MOY, ANDY	9161	021	City Of Chicago Police	$6.50
08/19/2012	MOY, ANDY	9161	021	City Of Chicago Police	$6.50
08/19/2012	MOY, ANDY	9161	021	City Of Chicago Police	$8.32
08/19/2012	MOY, ANDY	9161	021	City Of Chicago Police	$207.18
08/19/2012	MOY, ANDY	9161	021	City Of Chicago Police	$82.53
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6.50
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$306.78
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$0.55
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6.50
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$0.55
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6.50
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$0.55
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6.50
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$21.43
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$0 47
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6.50
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$0 47
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6 50
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$0 55
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6 50
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$0.58
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$314.23
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$6.50
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$0.58
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$292 44
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$292 44
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$292 44
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$202 98
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$250 21
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$250 21
02/19/2012	MORRIS, WAUKEESHA	9161		City Of Chicago Police	$292 44
06/14/2011	MORRIS, TERRENCE	9161		City Of Chicago Police	$6 50
03/27/2012	MOORE, TITUS	9161		City Of Chicago Police	$6 50
03/27/2012	MOORE, TITUS	9161		City Of Chicago Police	$153 49
03/27/2012	MOORE, TITUS	9161		City Of Chicago Police	$6.23
01/04/2010	MOORE, LATANYA	9161		City Of Chicago Police	$6 50
05/18/2009	MOORE, KENNETH			City Of Chicago Police	$2 69
05/18/2009	MOORE, KENNETH			City Of Chicago Police	$41.51
05/18/2009	MOORE, KENNETH			City Of Chicago Police	$6.50
12/28/2010	MOORE, KENNETH	9161	715	City Of Chicago Police	$11 71
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$218 49
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$0.41
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$218 49
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$0 41
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$40 13
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$0 07
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$216 65
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$0 41
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$256 26
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$0 48
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$232 86
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$131 41
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$198 43
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$264 67
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$6 50
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$220 29
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$34 59
12/30/2009	MIRANDA, ROBERTO	9161	011	City Of Chicago Police	$184 25
12/30/2009	MIRANDA, ROBERTO	9161	011	City Of Chicago Police	$6 50
12/30/2009	MIRANDA, ROBERTO	9161	011	City Of Chicago Police	$6 50
12/30/2009	MIRANDA, ROBERTO	9161	011	City Of Chicago Police	$261.70
01/28/2009	MILLER, JOHN			City Of Chicago Police	$308.70
04/07/2010	MILLER, JOHN			City Of Chicago Police	$6 50
04/07/2010	MILLER, JOHN			City Of Chicago Police	$1 96
04/07/2010	MILLER, JOHN			City Of Chicago Police	$6.50
04/07/2010	MILLER, JOHN			City Of Chicago Police	$308 78
03/01/2012	MEDONA, MICHAEL	9161		City Of Chicago Police	$21 82
03/01/2012	MEDONA, MICHAEL	9161		City Of Chicago Police	$6 50
06/01/2012	MESSINO, WILLIAM	9161		City Of Chicago Police	$990 08
06/01/2012	MESSINO, WILLIAM	9161		City Of Chicago Police	$97.85

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/01/2012	MESSINO, WILLIAM	9161		City Of Chicago Police	$6.50
06/01/2012	MESSINO, WILLIAM	9161		City Of Chicago Police	$25.15
06/01/2012	MESSINO, WILLIAM	9161		City Of Chicago Police	$6.50
06/01/2012	MESSINO, WILLIAM	9161		City Of Chicago Police	$26.32
04/09/2012	MERRIWEATHER, PATRICIA	9161	006	City Of Chicago Police	$1.32
04/09/2012	MERRIWEATHER, PATRICIA	9161	006	City Of Chicago Police	$6.50
04/09/2012	MERRIWEATHER, PATRICIA	9161	006	City Of Chicago Police	$622.67
04/09/2012	MERRIWEATHER, PATRICIA	9161	006	City Of Chicago Police	$6.50
04/09/2012	MERRIWEATHER, PATRICIA	9161	006	City Of Chicago Police	$719.37
04/09/2012	MERRIWEATHER, PATRICIA	9161	006	City Of Chicago Police	$1.14
09/11/2011	MERO, RONALD	9161	153	City Of Chicago Police	$745.10
09/11/2011	MERO, RONALD	9161	153	City Of Chicago Police	$89.11
09/11/2011	MERO, RONALD	9161	153	City Of Chicago Police	$3.62
09/11/2011	MERO, RONALD	9161	153	City Of Chicago Police	$6.50
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$129.29
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$6.50
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$129.29
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$104.84
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$6.50
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$173.71
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$6.50
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$169.74
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$6.50
06/10/2012	MENDOZA, MARIO	9161		City Of Chicago Police	$6.50
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$240.91
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$6.50
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$0.45
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$6.50
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$239.89
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$0.79
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$6.50
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$65.15
04/16/2012	MENDOZA, MANUEL	9161		City Of Chicago Police	$0.44

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/15/2012	MELSON, BRIAN	9161	003	City Of Chicago Police	$79 63
07/15/2012	MELSON, BRIAN	9161	003	City Of Chicago Police	$6 50
07/15/2012	MELSON, BRIAN	9161	003	City Of Chicago Police	$180 58
07/15/2012	MELSON, BRIAN	9161	003	City Of Chicago Police	$6.50
07/15/2012	MELSON, BRIAN	9161	003	City Of Chicago Police	$10 62
07/15/2012	MELSON, BRIAN	9161	003	City Of Chicago Police	$6 50
07/15/2012	MELSON, BRIAN	9161	003	City Of Chicago Police	$176 70
07/15/2012	MELSON, BRIAN	9161	003	City Of Chicago Police	$6 07
01/29/2012	MEGA, MICHAEL	9161		City Of Chicago Police	$314.23
01/29/2012	MEGA, MICHAEL	9161		City Of Chicago Police	$6.50
01/29/2012	MEGA, MICHAEL	9161		City Of Chicago Police	$0.58
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$6 50
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$637 34
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$6 50
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$11 39
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$88 83
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$1 08
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$88 83
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$1 08
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$88 83
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$1.08
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$6 50
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$144 87
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$1 75
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$351.69
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$4 26
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$396 76
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$4 80
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$216 08
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$6 50
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$2 67
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$235.30
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$4 39
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$631 30
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$7.64
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$409.58
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$4.96
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0.45
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$65 15
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 67
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 33
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$1 42
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 79
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6.50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 58
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 52
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 47
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 99
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6.50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$1 01
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 47
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0 52
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6 50
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$0.05
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$759.80
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$174 42

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$360 18
12/01/2011	MEDINA, CARLOS	9169	055	City Of Chicago Police	$6.50
08/25/2010	MEDINA, ANITA			City Of Chicago Police	$6 50
08/25/2010	MEDINA, ANITA			City Of Chicago Police	$0 22
08/25/2010	MEDINA, ANITA			City Of Chicago Police	$6 50
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$177.68
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$6.50
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$169.02
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$6 50
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$6 50
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$6.50
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$163.86
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$6.50
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$177 68
02/27/2012	MEADOWS SR, CHARLES			City Of Chicago Police	$116 76
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6 50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$258 62
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6 50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0 48
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6 50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0.16
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6 50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0 40
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6 50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0.48
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6 50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0 48
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0 48
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6 50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0 48
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6 50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0 41

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0.33
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0.46
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0.46
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$751.71
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$110.00
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$225.00
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$218.49
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$258.62
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$84.46
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$216.39
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$258.62
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$35.10
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$258.62
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$258.62
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$258.62
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$218.49
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$176.26
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$258.62
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0.41
06/26/2011	MCKENDRY, KEVIN	9161	044	City Of Chicago Police	$6.50
06/26/2011	MCKENDRY, KEVIN	9161	044	City Of Chicago Police	$2.04
06/26/2011	MCKENDRY, KEVIN	9161	044	City Of Chicago Police	$6.50
06/26/2011	MCKENDRY, KEVIN	9161	044	City Of Chicago Police	$0.79
07/28/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$8.51
07/28/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$6.50
07/28/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$3.62
07/28/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/26/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$89 11
08/22/2012	MCDONNELL, MARTIN	9161	006	City Of Chicago Police	$472 19
08/22/2012	MCDONNELL, MARTIN	9161	006	City Of Chicago Police	$6.50
08/22/2012	MCDONNELL, MARTIN	9161	006	City Of Chicago Police	$5 72
08/22/2012	MCDONNELL, MARTIN	9161	006	City Of Chicago Police	$6 50
08/22/2012	MCDONNELL, MARTIN	9161	006	City Of Chicago Police	$6 50
08/22/2012	MCDONNELL, MARTIN	9161	006	City Of Chicago Police	$26 01
08/22/2012	MCDONNELL, MARTIN	9161	006	City Of Chicago Police	$60 18
08/22/2012	MCDONNELL, MARTIN	9161	006	City Of Chicago Police	$640 81
12/08/2010	MCCURTY, JAMES	9161		City Of Chicago Police	$6 50
12/08/2010	MCCURTY, JAMES	9161		City Of Chicago Police	$8 21
12/08/2010	MCCURTY, JAMES	9161		City Of Chicago Police	$6 50
12/08/2010	MCCURTY, JAMES	9161		City Of Chicago Police	$70 03
12/08/2010	MCCURTY, JAMES	9161		City Of Chicago Police	$872 60
12/08/2010	MCCURTY, JAMES	9161		City Of Chicago Police	$0 71
12/08/2010	MCCURTY, JAMES	9161		City Of Chicago Police	$6 50
05/20/2012	MCCLAY, CHARLES	9161		City Of Chicago Police	$6 50
05/20/2012	MCCLAY, CHARLES	9161		City Of Chicago Police	$158 24
05/20/2012	MCCLAY, CHARLES	9161		City Of Chicago Police	$4 05
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$381 61
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6 50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$70 75
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6 50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$20 99
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6 50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$15 87
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6 50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$49 97
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6 50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$7.61
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6 50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$0 60

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$115.67
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$152.81
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$147.26
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$444.31
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$136.27
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$130.65
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$125.06
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$600.00
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$6.50
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$232.74
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$6.50
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$68.58
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$35.84
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$134.89
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$288.07
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$6.50
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$68.58
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$4.50
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$6.50
03/10/2012	MC MAHON, MICHELE	9161	001	City Of Chicago Police	$6.50
08/04/2012	MC KENNA, SCOTT	9161	189	City Of Chicago Police	$6.50
08/04/2012	MC KENNA, SCOTT	9161	189	City Of Chicago Police	$36.99
08/04/2012	MC KENNA, SCOTT	9161	189	City Of Chicago Police	$6.50
08/04/2012	MC KENNA, SCOTT	9161	189	City Of Chicago Police	$54.10
08/04/2012	MC KENNA, SCOTT	9161	189	City Of Chicago Police	$211.21
08/04/2012	MC KENNA, SCOTT	9161	189	City Of Chicago Police	$6.50
08/04/2012	MC KENNA, SCOTT	9161	189	City Of Chicago Police	$327.19
07/22/2012	MC HUGH, SHANE	9171		City Of Chicago Police	$6.50
07/22/2012	MC HUGH, SHANE	9171		City Of Chicago Police	$395.96
07/22/2012	MC HUGH, SHANE	9171		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/22/2012	MC HUGH, SHANE	9171		City Of Chicago Police	$6 50
07/22/2012	MC HUGH, SHANE	9171		City Of Chicago Police	$10 17
03/29/2012	MC GRORY, MATTHEW	9161	044	City Of Chicago Police	$0.37
03/29/2012	MC GRORY, MATTHEW	9161	044	City Of Chicago Police	$197 52
03/29/2012	MC GRORY, MATTHEW	9161	044	City Of Chicago Police	$6 50
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$9.58
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$791 67
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$7.07
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$584 66
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$110.00
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$35 71
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$6 50
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$61.81
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$5 66
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$6 50
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$467.73
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$6 50
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$6 50
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$764.59
03/14/2012	MC DONALD, DANIEL	9171	012	City Of Chicago Police	$0.76
03/14/2012	MC DONALD, DANIEL	9171	012	City Of Chicago Police	$0 38
03/14/2012	MC DONALD, DANIEL	9171	012	City Of Chicago Police	$416.52
03/14/2012	MC DONALD, DANIEL	9171	012	City Of Chicago Police	$6 50
03/14/2012	MC DONALD, DANIEL	9171	012	City Of Chicago Police	$6 50
05/20/2012	MC DERMOTT, BRYANT	9161	312	City Of Chicago Police	$68.58
05/20/2012	MC DERMOTT, BRYANT	9161	312	City Of Chicago Police	$6.50
10/28/2011	MC COURT, JOSEPH	9161	008	City Of Chicago Police	$6.50
10/28/2011	MC COURT, JOSEPH	9161	008	City Of Chicago Police	$21 44
05/11/2011	MC CLAIN, RODERIQUE	9161	153	City Of Chicago Police	$1 21
05/11/2011	MC CLAIN, RODERIQUE	9161	153	City Of Chicago Police	$6.50
05/11/2011	MC CLAIN, RODERIQUE	9161	153	City Of Chicago Police	$1.45
05/11/2011	MC CLAIN, RODERIQUE	9161	153	City Of Chicago Police	$6 50
04/07/2012	MC CABE, SEAN	9161	022	City Of Chicago Police	$2 37

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/07/2012	MC CABE, SEAN	9161	022	City Of Chicago Police	$713.60
04/07/2012	MC CABE, SEAN	9161	022	City Of Chicago Police	$28.98
04/07/2012	MC CABE, SEAN	9161	022	City Of Chicago Police	$58.29
04/07/2012	MC CABE, SEAN	9161	022	City Of Chicago Police	$6.50
04/07/2012	MC CABE, SEAN	9161	022	City Of Chicago Police	$6.50
05/07/2012	MAZZANTI, ROY	9161	313	City Of Chicago Police	$0.86
05/07/2012	MAZZANTI, ROY	9161	313	City Of Chicago Police	$6.50
05/07/2012	MAZZANTI, ROY	9161	313	City Of Chicago Police	$34.26
05/07/2012	MAZZANTI, ROY	9161	313	City Of Chicago Police	$147.83
05/07/2012	MAZZANTI, ROY	9161	313	City Of Chicago Police	$6.50
05/07/2012	MAZZANTI, ROY	9161	313	City Of Chicago Police	$3.76
06/21/2010	MATLOB, KENNETH	9161		City Of Chicago Police	$83.25
06/21/2010	MATLOB, KENNETH	9161		City Of Chicago Police	$6.50
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$0.53
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$6.50
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$294.65
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$0.79
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$6.50
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$65.15
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$6.50
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$288.25
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$1.15
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$6.50
07/28/2012	MASON, DEWAYNE	9161	006	City Of Chicago Police	$620.42
12/02/2009	MARTINEZ, SERGIO	9161		City Of Chicago Police	$30.93
05/24/2012	MARTINEZ, JUAN	9161	017	City Of Chicago Police	$64.47
05/24/2012	MARTINEZ, JUAN	9161	017	City Of Chicago Police	$0.95
05/24/2012	MARTINEZ, JUAN	9161	017	City Of Chicago Police	$6.50
05/31/2012	MARTINEZ, DANIEL	9161	010	City Of Chicago Police	$110.00
08/04/2012	MARINO, STEVE	9161		City Of Chicago Police	$6.50
08/04/2012	MARINO, STEVE	9161		City Of Chicago Police	$676.93
08/04/2012	MARINO, STEVE	9161		City Of Chicago Police	$6.50
08/04/2012	MARINO, STEVE	9161		City Of Chicago Police	$27.48

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/04/2012	MARINO, STEVE	9161		City Of Chicago Police	$74.28
11/13/2009	MARCHBANK, ELISHEBA			City Of Chicago Police	$6.50
04/18/2011	MANNING, TIMOTHY	9161		City Of Chicago Police	$6.50
04/26/2011	MANKER, SWAZILA	9161		City Of Chicago Police	$448.14
04/26/2011	MANKER, SWAZILA	9161		City Of Chicago Police	$6.50
04/26/2011	MANKER, SWAZILA	9161		City Of Chicago Police	$261.94
05/20/2012	MALCZEWSKI, MELANIE			City Of Chicago Police	$6.50
05/20/2012	MALCZEWSKI, MELANIE			City Of Chicago Police	$88.01
08/23/2012	LYNCH, MARITA	9161		City Of Chicago Police	$716.89
08/23/2012	LYNCH, MARITA	9161		City Of Chicago Police	$6.50
08/23/2012	LYNCH, MARITA	9161		City Of Chicago Police	$22.02
08/23/2012	LYNCH, MARITA	9161		City Of Chicago Police	$84.85
08/23/2012	LYNCH, MARITA	9161		City Of Chicago Police	$6.50
08/23/2012	LYNCH, MARITA	9161		City Of Chicago Police	$18.32
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$6.50
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$211.21
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$6.50
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$10.34
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$104.84
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$6.13
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$104.84
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$6.50
08/10/2012	LOVE, DAWN	9171	022	City Of Chicago Police	$6.50
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$78.63
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$6.03
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$189.85
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$6.50
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$14.90
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$176.15
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$6.50
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$14.57
08/01/2012	LOPEZ, MONICA	9161	013	City Of Chicago Police	$6.50
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$129.29
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$6.50
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$173.71
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$2.04
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$6.50
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$79.96
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$3.13
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$6.50
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$122.60
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$6.50
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$173.71
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$86.82
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$6.50
06/06/2012	LOPEZ, JOSE	9161		City Of Chicago Police	$1.05
01/11/2009	LOPEZ MALAVE, IRMA	9164	010	City Of Chicago Police	$6.50
01/11/2009	LOPEZ MALAVE, IRMA	9164	010	City Of Chicago Police	$6.50
07/02/2011	LONG, ORLANDO	9161	022	City Of Chicago Police	$633.09
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$6.50
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$243.76
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$6.50
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$207.06
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$6.50
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$205.21
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$190.56
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$6.50
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$203.75
06/28/2012	LITTLE, DURWARD	9161		City Of Chicago Police	$6.50
07/15/2012	LIPKIN, STEVEN	03	009	City Of Chicago Police	$13.57
07/15/2012	LIPKIN, STEVEN	03	009	City Of Chicago Police	$6.50
07/15/2012	LIPKIN, STEVEN	03	009	City Of Chicago Police	$144.75
07/15/2012	LIPKIN, STEVEN	03	009	City Of Chicago Police	$2.16
07/15/2012	LIPKIN, STEVEN	03	009	City Of Chicago Police	$6.50
07/15/2012	LIPKIN, STEVEN	03	009	City Of Chicago Police	$176.59

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/15/2012	LIPKIN, STEVEN	03	009	City Of Chicago Police	$200.28
07/15/2012	LIPKIN, STEVEN	03	009	City Of Chicago Police	$6.50
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$47.90
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$6.50
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$6.50
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$768.52
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$309.09
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$6.50
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$6.50
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$1.22
06/24/2012	LIESHABER, SCOTT	9161	044	City Of Chicago Police	$4.15
06/24/2012	LIESHABER, SCOTT	9161	044	City Of Chicago Police	$162.52
06/24/2012	LIESHABER, SCOTT	9161	044	City Of Chicago Police	$6.50
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$296.39
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$6.50
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$0.55
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$296.39
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$6.50
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$0.55
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$825.35
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$6.50
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$1.55
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$781.28
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$6.50
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$1.47
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$252.32
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$6.50
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$0.47
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$296.39
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$6.50
01/10/2012	LEJA, JACEK	9161		City Of Chicago Police	$0.55
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6.50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6.72

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$108 99
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$162 40
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$131 33
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$140.28
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$4.43
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6.50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 05
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 01
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 64
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$116.61
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6.50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$2 98
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$158 24
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$4 05
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$159 91
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$4 09
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$147.63
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 50
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$6 91
12/09/2011	LEGITTINO, MARY	9161	192	City Of Chicago Police	$146.97
03/20/2012	LATO, ADAM	9161	044	City Of Chicago Police	$6 50
03/20/2012	LATO, ADAM	9161	044	City Of Chicago Police	$348 14
03/20/2012	LATO, ADAM	9161	044	City Of Chicago Police	$6.50
03/20/2012	LATO, ADAM	9161	044	City Of Chicago Police	$280.15
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$6.50
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$663.77
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$6 50
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$7 15

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$176 10
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$16 96
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$2.98
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$6 50
08/17/2012	LARA, VALENTE	9161	014	City Of Chicago Police	$246 31
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$6.50
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$153.76
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$6.50
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$104 84
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$12 24
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$68 58
08/06/2012	LACHANCE, MICHAEL	9161		City Of Chicago Police	$402 12
08/06/2012	LACHANCE, MICHAEL	9161		City Of Chicago Police	$6 50
08/06/2012	LACHANCE, MICHAEL	9161		City Of Chicago Police	$16 32
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$41.96
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6 50
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$203.97
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6.50
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$0.16
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6 50
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$1.21
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6.50
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6 50
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6.50
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6 50
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$0 79
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6 50
06/05/1993	Krofel, Kenneth	P	00020	City Of Chicago Police	$6 50
01/08/1997	Koman, Matthew H	P	00044	City Of Chicago Police	$6.50
01/08/1997	Koman, Matthew H	P	00044	City Of Chicago Police	$6 50
03/14/2005	Kirchner, Robert	P	09999	City Of Chicago Police	$341 58
03/13/2007	King, Alfred J	P	00018	City Of Chicago Police	$6 50
03/13/2007	King, Alfred J	P	00018	City Of Chicago Police	$1 21

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$212.05
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$212.05
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$2.79
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$1.71
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$1.28
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$0.99
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$0.44
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$0.32
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$0.31
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$0.40
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$0.45
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$42.57
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$0.33
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$6.50
11/13/2005	Kim, Alexander B	P	00008	City Of Chicago Police	$178.53
09/21/2011	KWIATKOWSKI, JOSEPH	9161		City Of Chicago Police	$79.26
09/21/2011	KWIATKOWSKI, JOSEPH	9161		City Of Chicago Police	$6.08
09/21/2011	KWIATKOWSKI, JOSEPH	9161		City Of Chicago Police	$6.50
06/28/2011	KUNIS, MICHAEL	9152		City Of Chicago Police	$262.10
06/28/2011	KUNIS, MICHAEL	9152		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/25/2012	KUBELKA, SAMUEL	9161	001	City Of Chicago Police	$3 02
08/25/2012	KUBELKA, SAMUEL	9161	001	City Of Chicago Police	$6.50
08/25/2012	KUBELKA, SAMUEL	9161	001	City Of Chicago Police	$1 93
08/25/2012	KUBELKA, SAMUEL	9161	001	City Of Chicago Police	$6.50
08/25/2012	KUBELKA, SAMUEL	9161	001	City Of Chicago Police	$151 11
08/25/2012	KUBELKA, SAMUEL	9161	001	City Of Chicago Police	$96 45
04/27/2012	KOSTECKI, JOHN	9161		City Of Chicago Police	$6 50
04/27/2012	KOSTECKI, JOHN	9161		City Of Chicago Police	$0.49
04/27/2012	KOSTECKI, JOHN	9161		City Of Chicago Police	$333 41
04/27/2012	KOSTECKI, JOHN	9161		City Of Chicago Police	$6 50
08/24/2012	KOSIEWICZ, DAVID	9161	008	City Of Chicago Police	$0 47
08/24/2012	KOSIEWICZ, DAVID	9161	008	City Of Chicago Police	$39 06
08/24/2012	KOSIEWICZ, DAVID	9161	008	City Of Chicago Police	$22 12
08/24/2012	KOSIEWICZ, DAVID	9161	008	City Of Chicago Police	$6 50
08/24/2012	KOSIEWICZ, DAVID	9161	008	City Of Chicago Police	$6 50
02/15/2012	KORBAS, DEAN	9161		City Of Chicago Police	$6 50
02/15/2012	KORBAS, DEAN	9161		City Of Chicago Police	$1 19
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$6.50
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$11 90
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$6.50
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$58 88
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$6 50
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$5 98
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$6 50
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$54 29
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$216 93
11/12/2011	KLEIDON, MAUREEN	9161		City Of Chicago Police	$348.25
08/05/2012	KIM, HYON	9161		City Of Chicago Police	$6 50
08/05/2012	KIM, HYON	9161		City Of Chicago Police	$201 44
08/05/2012	KIM, HYON	9161		City Of Chicago Police	$22 85
08/05/2012	KIM, HYON	9161		City Of Chicago Police	$6 50
08/05/2012	KIM, HYON	9161		City Of Chicago Police	$160 63
08/05/2012	KIM, HYON	9161		City Of Chicago Police	$27 96

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$6.50
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$0.51
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$278.19
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$6.50
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$0.51
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$834.57
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$6.50
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$1.52
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$278.19
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$0.51
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$6.50
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$278.19
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$0.43
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$234.12
03/02/2012	KIEDUK, BRIAN	9161	014	City Of Chicago Police	$6.50
08/05/2010	KERIN, ELIZABETH	9161	9	City Of Chicago Police	$51.20
08/05/2010	KERIN, ELIZABETH	9161	9	City Of Chicago Police	$25.00
05/25/2011	KEREAKES, DEMETRIOS	9161	314	City Of Chicago Police	$366.60
05/25/2011	KEREAKES, DEMETRIOS	9161	314	City Of Chicago Police	$272.26
05/11/2010	KENNA, STEVEN	9161	003	City Of Chicago Police	$243.85
05/11/2010	KENNA, STEVEN	9161	003	City Of Chicago Police	$6.50
05/11/2010	KENNA, STEVEN	9161	003	City Of Chicago Police	$99.60
05/11/2010	KENNA, STEVEN	9161	003	City Of Chicago Police	$6.50
05/11/2010	KENNA, STEVEN	9161	003	City Of Chicago Police	$1.21
05/11/2010	KENNA, STEVEN	9161	003	City Of Chicago Police	$1.24
02/16/2012	KELLEY, ROBERT	9161		City Of Chicago Police	$4.96
02/16/2012	KELLEY, ROBERT	9161		City Of Chicago Police	$6.50
02/16/2012	KELLEY, ROBERT	9161		City Of Chicago Police	$1.24
02/16/2012	KELLEY, ROBERT	9161		City Of Chicago Police	$6.50
02/16/2012	KELLEY, ROBERT	9161		City Of Chicago Police	$2.48
02/16/2012	KELLEY, ROBERT	9161		City Of Chicago Police	$6.50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$0.43
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$0.43

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$235.96
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$0 35
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6.50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$0.08
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6 50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6 50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6.50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$153 60
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6.50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$0.28
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$200 29
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6 50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$0 37
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$193 73
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6 50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$5 00
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6 50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$154 08
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$0 43
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$6 50
10/15/2011	KELLER JR, RICHARD			City Of Chicago Police	$0 36
08/02/2011	KEHL, HEATHER	9161		City Of Chicago Police	$0 50
08/02/2011	KEHL, HEATHER	9161		City Of Chicago Police	$231 61
03/27/2009	KAZUPSKI, WILLIAM	9165	620	City Of Chicago Police	$58 43
03/27/2009	KAZUPSKI, WILLIAM	9165	620	City Of Chicago Police	$30 38
03/27/2009	KAZUPSKI, WILLIAM	9165	620	City Of Chicago Police	$35 10
07/22/2012	KAZARNOWICZ, MARCIN	9161		City Of Chicago Police	$33 71
07/22/2012	KAZARNOWICZ, MARCIN	9161		City Of Chicago Police	$6.50
11/28/2011	KAVANAUGH, BRIAN	9161		City Of Chicago Police	$6 50
11/28/2011	KAVANAUGH, BRIAN	9161		City Of Chicago Police	$843 22
04/28/2009	KATSAROS, DIMITRIOS	9161	019	City Of Chicago Police	$42.46
04/28/2009	KATSAROS, DIMITRIOS	9161	019	City Of Chicago Police	$65 45
04/28/2009	KATSAROS, DIMITRIOS	9161	019	City Of Chicago Police	$271 85

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/12/2012	KANER, LETICIA	9168	012	City Of Chicago Police	$0.46
04/12/2012	KANER, LETICIA	9168	012	City Of Chicago Police	$250.49
04/12/2012	KANER, LETICIA	9168	012	City Of Chicago Police	$6.50
04/25/2012	KANER, LETICIA	9168	012	City Of Chicago Police	$6.50
04/25/2012	KANER, LETICIA	9168	012	City Of Chicago Police	$835.07
04/25/2012	KANER, LETICIA	9168	012	City Of Chicago Police	$21.34
08/07/2012	KANER, KURT	9168	012	City Of Chicago Police	$0.95
08/07/2012	KANER, KURT	9168	012	City Of Chicago Police	$64.47
08/07/2012	KANER, KURT	9168	012	City Of Chicago Police	$6.50
06/11/2012	KALAFUT, KEITH	9161	314	City Of Chicago Police	$17.69
06/11/2012	KALAFUT, KEITH	9161	314	City Of Chicago Police	$6.50
06/11/2012	KALAFUT, KEITH	9161	314	City Of Chicago Police	$435.81
06/11/2012	KALAFUT, KEITH	9161	314	City Of Chicago Police	$6.50
06/11/2012	KALAFUT, KEITH	9161	314	City Of Chicago Police	$171.86
06/11/2012	KALAFUT, KEITH	9161	314	City Of Chicago Police	$0.79
06/11/2012	KALAFUT, KEITH	9161	314	City Of Chicago Police	$6.50
06/11/2012	KALAFUT, KEITH	9161	314	City Of Chicago Police	$65.15
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$6.50
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$148.43
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$6.50
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$925.37
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$6.50
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$9.31
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$6.50
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$229.26
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$1.19
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$6.50
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$29.35
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$6.50
07/24/2008	Jones, Pamela	P	00004	City Of Chicago Police	$2.37
07/24/2008	Jones, Pamela	P	00004	City Of Chicago Police	$6.50
10/14/1992	Johnson-Swain, Marianne C	P	00006	City Of Chicago Police	$59.70
10/14/1992	Johnson-Swain, Marianne C	P	00006	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
10/14/1992	Johnson-Swain, Marianne C	P	00006	City Of Chicago Police	$177 18
10/14/1992	Johnson-Swain, Marianne C	P	00006	City Of Chicago Police	$137.00
10/14/1992	Johnson-Swain, Marianne C	P	00006	City Of Chicago Police	$50.28
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$3.47
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$3.47
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$6.50
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$53.49
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$23.84
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$231 25
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$53.49
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$6.50
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$9.42
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$6.50
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$145 20
08/25/1997	Johnson-Shelby, Estella	P	00006	City Of Chicago Police	$58 75
03/22/2007	Johnson, Leslie E	P	00005	City Of Chicago Police	$0.79
03/22/2007	Johnson, Leslie E	P	00005	City Of Chicago Police	$6.50
03/22/2007	Johnson, Leslie E	P	00005	City Of Chicago Police	$65.15
11/29/1998	Jackson, Deborah J	P	00009	City Of Chicago Police	$640 43
11/29/1998	Jackson, Deborah J	P	00009	City Of Chicago Police	$6.50
11/29/1998	Jackson, Deborah J	P	00009	City Of Chicago Police	$1 06
01/11/2005	Jackovac, Michael T	P	00022	City Of Chicago Police	$36 12
01/11/2005	Jackovac, Michael T	P	00022	City Of Chicago Police	$36 12
08/09/2012	JUNG, JAEHO	9161	044	City Of Chicago Police	$6 50
08/09/2012	JUNG, JAEHO	9161	044	City Of Chicago Police	$27.52
08/09/2012	JUNG, JAEHO	9161	044	City Of Chicago Police	$678 10
08/09/2012	JUNG, JAEHO	9161	044	City Of Chicago Police	$6.50
08/09/2012	JUNG, JAEHO	9161	044	City Of Chicago Police	$36 56
08/09/2012	JUNG, JAEHO	9161	044	City Of Chicago Police	$6.50
08/09/2012	JUNG, JAEHO	9161	044	City Of Chicago Police	$33 71
01/11/2012	JUDEH, KAMAL	9206	477	City Of Chicago Police	$6 50
01/11/2012	JUDEH, KAMAL	9206	477	City Of Chicago Police	$0 60
11/01/2011	JOZEFOWICZ, HARRY	9171		City Of Chicago Police	$19 15

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/29/2012	JONES, CALVIN	1800	015	City Of Chicago Police	$235.90
07/29/2012	JONES, CALVIN	1800	015	City Of Chicago Police	$6.50
07/29/2012	JONES, CALVIN	1800	015	City Of Chicago Police	$89.11
07/29/2012	JONES, CALVIN	1800	015	City Of Chicago Police	$3.62
07/29/2012	JONES, CALVIN	1800	015	City Of Chicago Police	$6.50
07/29/2012	JONES, CALVIN	1800	015	City Of Chicago Police	$0.45
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$6.50
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$175.83
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$133.26
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$177.68
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$175.83
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$175.83
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$62.86
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$6.50
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$6.50
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$6.50
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$6.50
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$6.50
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$6.50
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$6.50
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$0.76
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$175.83
12/08/2011	JOHNSON, PEGGY	9171		City Of Chicago Police	$175.83
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.50
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$11.63
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$140.28
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.50
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.72
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$132.85
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.50
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.52
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$140.93
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$140.28

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.50
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.72
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$150.87
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.50
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$3.86
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$177.18
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.50
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$8.44
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$110.07
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.50
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$4.91
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$140.93
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$6.50
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$8.99
09/03/2011	JOHNSON, BRAD	9161	189	City Of Chicago Police	$196.16
05/19/2012	JACKSON, MATTHEW	9161	011	City Of Chicago Police	$6.50
05/19/2012	JACKSON, MATTHEW	9161	011	City Of Chicago Police	$7.83
05/19/2012	JACKSON, MATTHEW	9161	011	City Of Chicago Police	$310.37
06/28/2012	JACKSON, DAWN	9171		City Of Chicago Police	$6.50
06/28/2012	JACKSON, DAWN	9171		City Of Chicago Police	$53.22
05/31/2012	JACKSON, DARNITIA	9161	015	City Of Chicago Police	$6.50
05/31/2012	JACKSON, DARNITIA	9161	015	City Of Chicago Police	$2.37
06/12/2011	JACKSON, BRUCE	9161		City Of Chicago Police	$3.80
06/12/2011	JACKSON, BRUCE	9161		City Of Chicago Police	$148.50
06/12/2011	JACKSON, BRUCE	9161		City Of Chicago Police	$149.40
06/12/2011	JACKSON, BRUCE	9161		City Of Chicago Police	$263.70
06/12/2011	JACKSON, BRUCE	9161		City Of Chicago Police	$6.50
05/03/2011	ITHAL, ALAN	9161	253	City Of Chicago Police	$6.50
05/03/2011	ITHAL, ALAN	9161	253	City Of Chicago Police	$0.95
05/03/2011	ITHAL, ALAN	9161	253	City Of Chicago Police	$6.50
05/03/2011	ITHAL, ALAN	9161	253	City Of Chicago Police	$78.77
06/01/2006	Hansen, Neil T	P	00008	City Of Chicago Police	$4.45
06/01/2006	Hansen, Neil T	P	00008	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/01/2006	Hansen, Neil T	P	00008	City Of Chicago Police	$134.30
06/01/2006	Hansen, Neil T	P	00008	City Of Chicago Police	$6.50
08/25/2007	Haddad-Webb, Samantha M	P	00022	City Of Chicago Police	$6.50
08/25/2007	Haddad-Webb, Samantha M.	P	00022	City Of Chicago Police	$12.34
08/25/2007	Haddad-Webb, Samantha M.	P	00022	City Of Chicago Police	$91.45
08/25/2007	Haddad-Webb, Samantha M.	P	00022	City Of Chicago Police	$173.79
08/25/2007	Haddad-Webb, Samantha M	P	00022	City Of Chicago Police	$6.50
08/25/2007	Haddad-Webb, Samantha M	P	00022	City Of Chicago Police	$6.50
08/25/2007	Haddad-Webb, Samantha M.	P	00022	City Of Chicago Police	$6.50
08/25/2007	Haddad-Webb, Samantha M.	P	00022	City Of Chicago Police	$230.04
03/08/2012	HURMAN, ANDREW	9161		City Of Chicago Police	$35.20
03/08/2012	HURMAN, ANDREW	9161		City Of Chicago Police	$6.50
02/05/2010	HUNDRIESER, DAVID	9161	016	City Of Chicago Police	$798.01
07/30/2012	HUBACK, MELVIN	9161	014	City Of Chicago Police	$6.50
07/30/2012	HUBACK, MELVIN	9161	014	City Of Chicago Police	$3.62
07/30/2012	HUBACK, MELVIN	9161	014	City Of Chicago Police	$27.75
07/30/2012	HUBACK, MELVIN	9161	014	City Of Chicago Police	$6.50
07/30/2012	HUBACK, MELVIN	9161	014	City Of Chicago Police	$2.13
07/30/2012	HUBACK, MELVIN	9161	014	City Of Chicago Police	$6.50
07/30/2012	HUBACK, MELVIN	9161	014	City Of Chicago Police	$205.60
07/30/2012	HUBACK, MELVIN	9161	014	City Of Chicago Police	$89.11
04/02/2011	HOZZIAN, JOANNE	9161	001	City Of Chicago Police	$6.50
04/02/2011	HOZZIAN, JOANNE	9161	001	City Of Chicago Police	$6.50
04/02/2011	HOZZIAN, JOANNE	9161	001	City Of Chicago Police	$6.50
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$8.77
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$12.26
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$6.50
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$155.37
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$78.63
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$6.50
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$6.03
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$114.37
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$295 07
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$6.50
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$377 56
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$6 50
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$198 43
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$6.50
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$173 98
08/04/2012	HOZZIAN, JOANNE	9161	701	City Of Chicago Police	$6 50
08/09/2011	HOY, LARRY	SGT	012	City Of Chicago Police	$1 13
01/23/2012	HOUSER, LOWELL	9161	701	City Of Chicago Police	$565.50
01/23/2012	HOUSER, LOWELL	9161	701	City Of Chicago Police	$6 50
01/23/2012	HOUSER, LOWELL	9161	701	City Of Chicago Police	$1.06
02/28/2012	HILLIARD, MATTHEW	9161		City Of Chicago Police	$104 64
02/28/2012	HILLIARD, MATTHEW	9161		City Of Chicago Police	$6 50
02/14/2011	HILL, BARBARA	3286		City Of Chicago Police	$104 64
02/14/2011	HILL, BARBARA	3286		City Of Chicago Police	$6.50
02/14/2011	HILL, BARBARA	3286		City Of Chicago Police	$25 32
07/24/2011	HIGGS, MARIA	9161	011	City Of Chicago Police	$6 50
05/31/2012	HERRERA, JUANA	9161		City Of Chicago Police	$16.14
05/31/2012	HERRERA, JUANA	9161		City Of Chicago Police	$36 54
05/21/2012	HERNANDEZ, ROSARIO	PO	17	City Of Chicago Police	$1 70
05/21/2012	HERNANDEZ, ROSARIO	PO	17	City Of Chicago Police	$6 50
05/21/2012	HERNANDEZ, ROSARIO	PO	17	City Of Chicago Police	$86 34
07/13/2012	HERNANDEZ, ROBERT	9161	0	City Of Chicago Police	$81.35
07/13/2012	HERNANDEZ, ROBERT	9161	0	City Of Chicago Police	$68.58
07/13/2012	HERNANDEZ, ROBERT	9161	0	City Of Chicago Police	$614 85
07/13/2012	HERNANDEZ, ROBERT	9161	0	City Of Chicago Police	$6 50
07/13/2012	HERNANDEZ, ROBERT	9161	0	City Of Chicago Police	$6 50
07/22/2012	HERNANDEZ, JUAN	9161	044	City Of Chicago Police	$6 50
07/22/2012	HERNANDEZ, JUAN	9161	044	City Of Chicago Police	$0.32
07/22/2012	HERNANDEZ, JUAN	9161	044	City Of Chicago Police	$67 21
08/08/2012	HENRY, NICOLE	9161		City Of Chicago Police	$750 00
08/08/2012	HENRY, NICOLE	9161		City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/08/2012	HENRY, NICOLE	9161		City Of Chicago Police	$132.94
08/05/2012	HENKES, NICOLE	9161	044	City Of Chicago Police	$6.50
08/05/2012	HENKES, NICOLE	9161	044	City Of Chicago Police	$45.92
08/05/2012	HENKES, NICOLE	9161	044	City Of Chicago Police	$6.50
08/05/2012	HENKES, NICOLE	9161	044	City Of Chicago Police	$267.65
12/30/2011	HENDERSON, ROBERT	9161	142	City Of Chicago Police	$95.45
12/30/2011	HENDERSON, ROBERT	9161	142	City Of Chicago Police	$6.50
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$6.50
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$6.50
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$88.64
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$6.50
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$57.03
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$121.16
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$6.50
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$88.64
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$88.64
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$1.46
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$6.50
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$120.09
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$6.50
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$228.83
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$13.12
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$6.50
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$37.12
06/12/2012	HEINEN, MATTHEW	9161	044	City Of Chicago Police	$6.50
06/08/2012	HEALY, RYAN	9161	044	City Of Chicago Police	$146.89
06/08/2012	HEALY, RYAN	9161	044	City Of Chicago Police	$6.50
04/18/2012	HARTY, RYAN	9161		City Of Chicago Police	$6.50
04/18/2012	HARTY, RYAN	9161		City Of Chicago Police	$26.47
09/22/2012	HARTFORD, CONNIE	9161	025	City Of Chicago Police	$55.86
09/22/2012	HARTFORD, CONNIE	9161	025	City Of Chicago Police	$6.50
09/22/2012	HARTFORD, CONNIE	9161	025	City Of Chicago Police	$153.32
02/19/2012	HARRIS, BRIAN			City Of Chicago Police	$664.49

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/19/2012	HARRIS, BRIAN			City Of Chicago Police	$6 50
02/19/2012	HARRIS, BRIAN			City Of Chicago Police	$6.50
02/19/2012	HARRIS, BRIAN			City Of Chicago Police	$264.67
04/21/2012	HARRIS, ANDRE	9161		City Of Chicago Police	$61.52
04/21/2012	HARRIS, ANDRE	9161		City Of Chicago Police	$0.12
04/21/2012	HARRIS, ANDRE	9161		City Of Chicago Police	$6.50
11/01/2011	HARGES, FREDERICK	9161	005	City Of Chicago Police	$238 83
06/06/2012	HANSEN, BRIAN	9161	012	City Of Chicago Police	$318 58
06/06/2012	HANSEN, BRIAN	9161	012	City Of Chicago Police	$6 50
11/08/2011	HANNA, GLORIA	9171	127	City Of Chicago Police	$6.50
11/08/2011	HANNA, GLORIA	9171	127	City Of Chicago Police	$0 79
10/31/1993	Gruzas, Loulsa	P	00017	City Of Chicago Police	$1 76
10/31/1993	Gruzas, Loulsa	P	00017	City Of Chicago Police	$6.50
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$145 78
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$154 19
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$6 50
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$3.95
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$3 02
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$6 50
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$4.05
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$158 24
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$6.50
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$4 05
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$118 27
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$6.50
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$6.50
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$159 77
07/05/2003	Greer, Howard T	P	00008	City Of Chicago Police	$158 24
12/14/2006	Gonzalez, Michael	P	00017	City Of Chicago Police	$130 20
12/14/2006	Gonzalez, Michael	P	00017	City Of Chicago Police	$267 50
12/14/2006	Gonzalez, Michael	P	00017	City Of Chicago Police	$169 50
12/14/2006	Gonzalez, Michael	P	00017	City Of Chicago Police	$11 10
10/21/2007	Gowlowski, Iwona	P	00006	City Of Chicago Police	$249 26

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
10/21/2007	Gawlowski, Iwona	P	00006	City Of Chicago Police	$6 50
10/21/2007	Gawlowski, Iwona	P	00006	City Of Chicago Police	$58 29
10/21/2007	Gawlowski, Iwona	P	00006	City Of Chicago Police	$6 50
10/21/2007	Gawlowski, Iwona	P	00006	City Of Chicago Police	$2 37
01/18/2008	Gaal, Christian M.	P	00004	City Of Chicago Police	$223 78
01/18/2008	Gaal, Christian M.	P	00004	City Of Chicago Police	$6.50
01/18/2008	Gaal, Christian M.	P	00004	City Of Chicago Police	$18 21
01/18/2008	Gaal, Christian M.	P	00004	City Of Chicago Police	$6 50
05/29/2012	GUZMAN, JIMMY	PO		City Of Chicago Police	$218 13
05/29/2012	GUZMAN, JIMMY	PO		City Of Chicago Police	$6 50
05/29/2012	GUZMAN, JIMMY	PO		City Of Chicago Police	$173.71
05/29/2012	GUZMAN, JIMMY	PO		City Of Chicago Police	$6 50
05/29/2012	GUZMAN, JIMMY	PO		City Of Chicago Police	$173 71
05/29/2012	GUZMAN, JIMMY	PO		City Of Chicago Police	$6 50
05/29/2012	GUZMAN, JIMMY	PO		City Of Chicago Police	$173 71
05/29/2012	GUZMAN, JIMMY	PO		City Of Chicago Police	$6 50
08/17/2009	GRZYB, DIANE	9165		City Of Chicago Police	$6 50
08/17/2009	GRZYB, DIANE	9165		City Of Chicago Police	$4 03
08/17/2009	GRZYB, DIANE	9165		City Of Chicago Police	$6 50
08/17/2009	GRZYB, DIANE	9165		City Of Chicago Police	$157 49
08/17/2009	GRZYB, DIANE	9165		City Of Chicago Police	$2 48
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$5.61
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$115 67
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$6 50
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$600 00
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$6 50
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$219 30
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$5 61
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$6 50
06/17/2012	GROH, JOSEPH	9161		City Of Chicago Police	$219 30
07/04/2012	GRIFFIN, TAMMI	9161		City Of Chicago Police	$211.32
05/27/2012	GREMO, MIKE	9161		City Of Chicago Police	$6 50
05/27/2012	GREMO, MIKE	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/27/2012	GREMO, MIKE	9161		City Of Chicago Police	$6.50
05/27/2012	GREMO, MIKE	9161		City Of Chicago Police	$6.50
05/27/2012	GREMO, MIKE	9161		City Of Chicago Police	$6.50
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$8.25
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$169.75
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$6.50
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$8.25
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$176.99
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$8.53
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$6.50
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$8.25
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$169.75
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$6.50
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$169.75
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$8.25
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$6.50
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$169.75
01/14/2012	GRAMAROSSO, MICHAEL	9161	013	City Of Chicago Police	$6.50
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$6.50
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$531.46
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$0.11
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$6.50
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$4.31
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$0.54
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$28.73
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$6.50
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$287.76
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$6.50
03/02/2012	GOODRICH, WILLIAM	9161		City Of Chicago Police	$0.99
08/13/2012	GOODNER, LOUISE	9161	021	City Of Chicago Police	$6.50
08/13/2012	GOODNER, LOUISE	9161	021	City Of Chicago Police	$62.71
08/13/2012	GOODNER, LOUISE	9161	021	City Of Chicago Police	$180.58
08/13/2012	GOODNER, LOUISE	9161	021	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/13/2012	GOODNER, LOUISE	9161	021	City Of Chicago Police	$95.27
11/11/2009	GONZALEZ, JOSE A	9206		City Of Chicago Police	$14.53
08/23/2012	GONZALEZ, EDUARDO	9161		City Of Chicago Police	$47.68
08/10/2012	GONZALEZ, CHARLOTTE	9161		City Of Chicago Police	$6.50
08/10/2012	GONZALEZ, CHARLOTTE	9161		City Of Chicago Police	$159.25
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$6.50
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$6.50
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$171.86
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$207.06
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$201.24
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$6.50
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$6.50
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$203.09
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$158.67
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$6.50
04/20/2012	GOLAK, DEREK	9161	044	City Of Chicago Police	$162.64
04/20/2012	GOLAK, DEREK	9161	044	City Of Chicago Police	$6.50
03/03/2012	GIBSON, MARTIN	9161	020	City Of Chicago Police	$6.50
03/03/2012	GIBSON, MARTIN	9161	020	City Of Chicago Police	$240.70
09/01/2010	GAYTAN, PEGGY	9161		City Of Chicago Police	$6.50
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$201.34
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$6.50
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$165.80
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$6.50
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$58.29
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$6.50
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$2.37
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$197.39
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$6.50
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$201.34
09/18/2011	GATHINGS, JOE	9161		City Of Chicago Police	$6.50
08/20/2012	GARZA, NORA	9161		City Of Chicago Police	$182.52
08/20/2012	GARZA, NORA	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/20/2012	GARZA, NORA	9161		City Of Chicago Police	$4 15
08/20/2012	GARZA, NORA	9161		City Of Chicago Police	$710 97
08/20/2012	GARZA, NORA	9161		City Of Chicago Police	$6.50
08/20/2012	GARZA, NORA	9161		City Of Chicago Police	$28.86
06/14/2011	GARZA, GLADYS	9161	008	City Of Chicago Police	$6 50
06/14/2011	GARZA, GLADYS	9161	008	City Of Chicago Police	$6 50
06/14/2011	GARZA, GLADYS	9161	008	City Of Chicago Police	$6 50
06/14/2011	GARZA, GLADYS	9161	008	City Of Chicago Police	$7 59
06/14/2011	GARZA, GLADYS	9161	008	City Of Chicago Police	$6 50
06/14/2011	GARZA, GLADYS	9161	008	City Of Chicago Police	$138.25
07/20/2012	GARNER, BRIAN	9161		City Of Chicago Police	$6 50
07/20/2012	GARNER, BRIAN	9161		City Of Chicago Police	$3 47
07/20/2012	GARNER, BRIAN	9161		City Of Chicago Police	$53.49
07/20/2012	GARNER, BRIAN	9161		City Of Chicago Police	$12.90
07/20/2012	GARNER, BRIAN	9161		City Of Chicago Police	$6.50
07/20/2012	GARNER, BRIAN	9161		City Of Chicago Police	$198 84
07/20/2012	GARNER, BRIAN	9161		City Of Chicago Police	$12 18
07/20/2012	GARNER, BRIAN	9161		City Of Chicago Police	$187 67
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$120 81
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$312 34
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6 50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$48.16
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$570 73
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6 50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$60 56
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$286 96
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6 50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$24 80
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$159 98
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6 50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$27.58
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$159 98

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$27.58
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$171.38
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$38.07
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$134.60
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$4.23
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$159.98
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$27.58
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$159.98
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$27.58
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$159.98
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$27.58
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$145.88
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$14.61
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$145.88
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$6.50
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$14.61
06/07/2010	GARCIA, WILLIAM	9161	018	City Of Chicago Police	$651.32
06/07/2012	GARCIA, REBECCA	9161	008	City Of Chicago Police	$6.50
06/07/2012	GARCIA, REBECCA	9161	008	City Of Chicago Police	$104.84
06/07/2012	GARCIA, REBECCA	9161	008	City Of Chicago Police	$3.66
06/07/2012	GARCIA, REBECCA	9161	008	City Of Chicago Police	$6.50
06/07/2012	GARCIA, REBECCA	9161	008	City Of Chicago Police	$143.40
05/26/2010	GARCIA, MARGARITA	9161	018	City Of Chicago Police	$4.36
05/26/2010	GARCIA, MARGARITA	9161	018	City Of Chicago Police	$99.60
05/26/2010	GARCIA, MARGARITA	9161	018	City Of Chicago Police	$1.21
05/26/2010	GARCIA, MARGARITA	9161	018	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/26/2010	GARCIA, MARGARITA	9161	018	City Of Chicago Police	$39.19
05/26/2010	GARCIA, MARGARITA	9161	018	City Of Chicago Police	$6.50
07/11/2010	GARCIA, JOSE			City Of Chicago Police	$6.50
06/05/2012	GARCIA, FELICIANA	9161	012	City Of Chicago Police	$600.00
06/05/2012	GARCIA, FELICIANA	9161	012	City Of Chicago Police	$6.50
06/05/2012	GARCIA, FELICIANA	9161	012	City Of Chicago Police	$65.15
06/05/2012	GARCIA, FELICIANA	9161	012	City Of Chicago Police	$0.79
06/05/2012	GARCIA, FELICIANA	9161	012	City Of Chicago Police	$6.50
05/14/2012	GARCIA, ADOLPHO	9161	009	City Of Chicago Police	$89.60
05/14/2012	GARCIA, ADOLPHO	9161	009	City Of Chicago Police	$6.50
05/14/2012	GARCIA, ADOLPHO	9161	009	City Of Chicago Police	$1.21
10/29/2011	GAHAGAN, KATHLEEN	9201	177	City Of Chicago Police	$6.50
08/07/2012	GADE JR, LAWRENCE	9171		City Of Chicago Police	$309.03
08/07/2012	GADE JR, LAWRENCE	9171		City Of Chicago Police	$6.50
08/07/2012	GADE JR, LAWRENCE	9171		City Of Chicago Police	$68.58
08/07/2012	GADE JR, LAWRENCE	9171		City Of Chicago Police	$6.50
06/28/2007	Flisk, Margaret J	P	00012	City Of Chicago Police	$183.03
06/28/2007	Flisk, Margaret J	P	00012	City Of Chicago Police	$11.88
06/28/2007	Flisk, Margaret J	P	00012	City Of Chicago Police	$6.50
07/22/2007	Fenner, Lolita	P	00376	City Of Chicago Police	$98.09
04/08/2008	Farina, Richard J	P	00020	City Of Chicago Police	$1.85
04/08/2008	Farina, Richard J	P	00020	City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$348.25
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$5.04
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$107.45
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$1.30
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$234.98
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$141.19
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	53 61
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$147.99
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$190 56
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6 50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$190.56
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$190 56
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6 50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6 50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$2.18
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$2 18
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6 50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6 50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6 50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6 50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$179 67
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$179 67
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$171.86
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$171 86
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$158.67
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$207 06
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$188.44
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$415 75
02/11/2012	FOX, CLYDINE	9161	020	City Of Chicago Police	$6 50
02/11/2012	FOX, CLYDINE	9161	020	City Of Chicago Police	$394 54
02/11/2012	FOX, CLYDINE	9161	020	City Of Chicago Police	$0 74
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$6 50
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$23 95
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$144 62
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$6 90

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$13.45
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$6 50
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$8 04
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$6 50
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$156 02
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$6 50
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$229 66
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$5.61
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$5.01
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$6.50
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$8 04
04/30/2012	FOUCH JR, CORDY	9161	005	City Of Chicago Police	$6 50
05/02/2012	FOSTER, MARK	9161	009	City Of Chicago Police	$264.67
05/02/2012	FOSTER, MARK	9161	009	City Of Chicago Police	$6 50
05/02/2012	FOSTER, MARK	9161	009	City Of Chicago Police	$660.75
05/02/2012	FOSTER, MARK	9161	009	City Of Chicago Police	$6.50
07/29/2011	FORD, CHRISTI	9171		City Of Chicago Police	$6 50
09/17/2010	FORD, BRUCE			City Of Chicago Police	$137 45
06/10/2012	FONG, PATRICIA	9161	001	City Of Chicago Police	$20 37
06/10/2012	FONG, PATRICIA	9161	001	City Of Chicago Police	$11 35
06/10/2012	FONG, PATRICIA	9161	001	City Of Chicago Police	$6 50
11/06/2010	FOLINO, ANTHONY	9161		City Of Chicago Police	$19.93
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$130 98
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$6 50
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$11.68
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$241 61
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$6.50
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$17.29
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$241.61
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$6.50
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$17 29
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$241.64
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$17.27
09/24/2011	FOLEY, KATHLEEN	P.O	021	City Of Chicago Police	$241 61
09/24/2011	FOLEY, KATHLEEN	P.O	021	City Of Chicago Police	$6 50
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$17 29
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$241.61
09/24/2011	FOLEY, KATHLEEN	P.O	021	City Of Chicago Police	$6 50
09/24/2011	FOLEY, KATHLEEN	P.O	021	City Of Chicago Police	$17.29
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$6.50
09/24/2011	FOLEY, KATHLEEN	P.O	021	City Of Chicago Police	$26 17
09/24/2011	FOLEY, KATHLEEN	P.O	021	City Of Chicago Police	$241.61
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$6 50
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$17 29
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$241 61
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$6 50
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$17 29
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$186 30
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$0 50
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$14 48
09/24/2011	FOLEY, KATHLEEN	P O.	021	City Of Chicago Police	$241 61
09/24/2011	FOLEY, KATHLEEN	P.O.	021	City Of Chicago Police	$6 50
09/24/2011	FOLEY, KATHLEEN	P O	021	City Of Chicago Police	$17 29
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$1.16
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$0.58
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$0.58
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$6.50
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$6.50
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$0.58
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$633 52
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$314.23
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$314.23
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$314 23
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$628 46
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$942 69

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$6.50
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$6.50
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$6.50
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$1.74
02/08/2012	FOLEY, JOSEPH	9161	314	City Of Chicago Police	$6.50
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$172.62
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$6.50
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$152.70
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$6.44
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$137.00
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$6.50
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$20.89
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$39.20
05/23/2012	FOGGEY, VINCENT	9161		City Of Chicago Police	$6.50
07/01/2012	FLORES, JULIO	9161	044	City Of Chicago Police	$201.47
07/01/2012	FLORES, JULIO	9161	044	City Of Chicago Police	$6.50
07/01/2012	FLORES, JULIO	9161	044	City Of Chicago Police	$0.37
07/01/2012	FLORES, JULIO	9161	044	City Of Chicago Police	$0.45
07/01/2012	FLORES, JULIO	9161	044	City Of Chicago Police	$6.50
07/01/2012	FLORES, JULIO	9161	044	City Of Chicago Police	$240.08
05/20/2012	FLEISCHHACKER, DANNY	9164	015	City Of Chicago Police	$180.58
05/20/2012	FLEISCHHACKER, DANNY	9164	015	City Of Chicago Police	$6.50
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$37.40
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$6.50
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$112.78
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$6.50
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$27.04
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$258.35
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$6.50
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$364.00
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$9.99
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$6.50
08/05/2012	FINDYSZ, CHRISTOPHE	9161	003	City Of Chicago Police	$16.74

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/25/2012	FIGUEROA, NICOLE	9161		City Of Chicago Police	$222.91
07/25/2012	FIGUEROA, NICOLE	9161		City Of Chicago Police	$2.70
07/25/2012	FIGUEROA, NICOLE	9161		City Of Chicago Police	$6.50
05/26/2012	FIERRO, HUGO	9161		City Of Chicago Police	$0.45
05/26/2012	FIERRO, HUGO	9161		City Of Chicago Police	$6.50
05/26/2012	FIERRO, HUGO	9161		City Of Chicago Police	$76.78
05/26/2012	FIERRO, HUGO	9161		City Of Chicago Police	$241.59
05/26/2012	FIERRO, HUGO	9161		City Of Chicago Police	$6.50
08/17/2012	FERRARO, PATRICIA	9161	009	City Of Chicago Police	$3.02
08/17/2012	FERRARO, PATRICIA	9161	009	City Of Chicago Police	$6.50
08/17/2012	FERRARO, PATRICIA	9161	009	City Of Chicago Police	$151.11
01/09/2010	FERENZI, RICHARD	9161	153	City Of Chicago Police	$66.24
05/14/2012	FELSENTHAL, JULIE	9161		City Of Chicago Police	$6.50
09/16/2010	FEIL, CHRISTOPHER	9161	393	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$485.99
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$382.51
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$9.77
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$6.50
05/25/2012	ESQUIVEL, CIRILO	9161	044	City Of Chicago Police	$110.00
05/25/2012	ESQUIVEL, CIRILO	9161	044	City Of Chicago Police	$222.10
05/25/2012	ESQUIVEL, CIRILO	9161	044	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$0.51
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$0.91
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$62.20

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6 50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$259.88
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$175.83
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6 50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$133 53
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6 50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$64.47
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6 50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$0.95
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$189.65
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6 50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$18 55
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$175.83
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$161 05
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$2 36
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$35.01
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$159.32
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$2.34
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$93 31
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$1 37
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$175.83
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6 50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$215.46
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$64.47
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6 50
04/02/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$0.95

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/07/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$175 83
08/18/2012	ELARDE HATZIS, BABETTE	9161		City Of Chicago Police	$6 50
08/18/2012	ELARDE HATZIS, BABETTE	9161		City Of Chicago Police	$78 63
08/18/2012	ELARDE HATZIS, BABETTE	9161		City Of Chicago Police	$157 07
08/18/2012	ELARDE HATZIS, BABETTE	9161		City Of Chicago Police	$6 50
08/18/2012	ELARDE HATZIS, BABETTE	9161		City Of Chicago Police	$12.06
08/18/2012	ELARDE HATZIS, BABETTE	9161		City Of Chicago Police	$6 03
05/22/2012	EIGENBAUER, ROBERT			City Of Chicago Police	$151 59
05/22/2012	EIGENBAUER, ROBERT			City Of Chicago Police	$19 87
05/22/2012	EIGENBAUER, ROBERT			City Of Chicago Police	$68.58
05/22/2012	EIGENBAUER, ROBERT			City Of Chicago Police	$6.50
05/22/2012	EIGENBAUER, ROBERT			City Of Chicago Police	$6.50
03/05/2012	EIDINGER, JACOB	9161	044	City Of Chicago Police	$6 50
03/05/2012	EIDINGER, JACOB	9161	044	City Of Chicago Police	$415.62
03/05/2012	EIDINGER, JACOB	9161	044	City Of Chicago Police	$491 76
03/05/2012	EIDINGER, JACOB	9161	044	City Of Chicago Police	$6 50
12/09/2010	EDWARDS JR, ELMORE			City Of Chicago Police	$6 50
03/21/2012	EASTERDAY, DARREN	9171	022	City Of Chicago Police	$366 65
03/21/2012	EASTERDAY, DARREN	9171	022	City Of Chicago Police	$4.44
03/21/2012	EASTERDAY, DARREN	9171	022	City Of Chicago Police	$6.50
04/28/2012	EARLS, VERONICA	9161		City Of Chicago Police	$308.43
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$28 80
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$6.50
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$1.66
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$595.69
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$6 50
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$925 07
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$6 50
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$0 49
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$6.50
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$6 50
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$745 81
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$0 63

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$6.50
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$52.25
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$0.95
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$6.50
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$78.92
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.50
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.92
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$137.53
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.50
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.92
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$137.53
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.50
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.92
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$148.51
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.50
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$17.04
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$128.56
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$267.09
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$13.02
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.50
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$274.16
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.50
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$232.53
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.50
08/14/2010	DURHAM, SHENETTA	9161		City Of Chicago Police	$6.50
08/14/2010	DURHAM, SHENETTA	9161		City Of Chicago Police	$28.70
05/11/2012	DUONG, JIM	9161	044	City Of Chicago Police	$6.50
05/11/2012	DUONG, JIM	9161	044	City Of Chicago Police	$327.23
05/11/2012	DUONG, JIM	9161	044	City Of Chicago Police	$6.50
08/05/2012	DROZDEL, DOMINIK	9161	044	City Of Chicago Police	$6.50
08/05/2012	DROZDEL, DOMINIK	9161	044	City Of Chicago Police	$180.56
08/05/2012	DROZDEL, DOMINIK	9161	044	City Of Chicago Police	$6.50
08/05/2012	DROZDEL, DOMINIK	9161	044	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/05/2012	DROZDEL, DOMINIK	9161	044	City Of Chicago Police	$26.47
05/12/2010	DRAGON, JEAN			City Of Chicago Police	$6.50
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$6.50
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$0.79
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$11.35
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$6.50
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$937.68
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$6.91
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$6.50
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$571.60
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$0.79
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$6.50
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$65.15
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$147.05
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$23.41
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$6.50
06/14/2012	DOYLE, JOHN	9161		City Of Chicago Police	$65.15
05/15/2012	DOWLING, RICHARD	9171		City Of Chicago Police	$72.31
01/21/2010	DORSCH, BRIAN	9161	025	City Of Chicago Police	$50.28
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.50
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.50
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.49
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.50
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.53
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.50
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.53
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.50
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.49
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.50
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$1.75
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$6.50
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$145.22
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$8.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/23/2011	DOIG, KATHERINE	9161	001	City Of Chicago Police	$6.50
07/23/2011	DOIG, KATHERINE	9161	001	City Of Chicago Police	$58 29
07/23/2011	DOIG, KATHERINE	9161	001	City Of Chicago Police	$2 37
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$6 50
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$116 35
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$0.55
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$482 01
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$0 34
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$27.72
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$72 53
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$6 50
08/24/2012	DIXON, RICARDO	9161	007	City Of Chicago Police	$6 50
03/03/2012	DIMAS, CONSTANTINOS	9161	007	City Of Chicago Police	$747 02
03/03/2012	DIMAS, CONSTANTINOS	9161	007	City Of Chicago Police	$6 50
03/03/2012	DIMAS, CONSTANTINOS	9161	007	City Of Chicago Police	$21 05
08/07/2012	DIMAS, CONSTANTINOS	9161		City Of Chicago Police	$59 71
08/07/2012	DIMAS, CONSTANTINOS	9161		City Of Chicago Police	$6 50
08/07/2012	DIMAS, CONSTANTINOS	9161		City Of Chicago Police	$946 97
08/07/2012	DIMAS, CONSTANTINOS	9161		City Of Chicago Police	$6.50
08/07/2012	DIMAS, CONSTANTINOS	9161		City Of Chicago Police	$38 43
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$175 83
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$6 50
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$130 23
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$6 50
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$3 33
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$175 83
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$6 50
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$131 41
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$6 50
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$6 50
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$102.52
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$175 83
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$175.83
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$6.50
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$175.83
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$6.50
05/16/2012	DIAZ, DANIEL	9161	393	City Of Chicago Police	$0.73
05/16/2012	DIAZ, DANIEL	9161	393	City Of Chicago Police	$60.03
05/16/2012	DIAZ, DANIEL	9161	393	City Of Chicago Police	$6.50
05/16/2012	DIAZ, DANIEL	9161	393	City Of Chicago Police	$5.52
05/16/2012	DIAZ, DANIEL	9161	393	City Of Chicago Police	$6.50
05/16/2012	DIAZ, DANIEL	9161	393	City Of Chicago Police	$14.00
08/25/2012	DELAROSA, JESUS	9161	314	City Of Chicago Police	$6.50
08/25/2012	DELAROSA, JESUS	9161	314	City Of Chicago Police	$258.55
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$177.68
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$6.50
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$175.83
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$6.50
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$177.68
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$6.50
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$177.68
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$6.50
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$7.54
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$6.50
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$2.37
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$154.85
05/11/2012	DELANEY, RYAN	9161	315	City Of Chicago Police	$6.50
04/02/2012	DEFERVILLE, JOSEPH	9161		City Of Chicago Police	$21.62
04/02/2012	DEFERVILLE, JOSEPH	9161		City Of Chicago Police	$112.29
04/02/2012	DEFERVILLE, JOSEPH	9161		City Of Chicago Police	$6.50
01/20/2011	DEARTH, ROBERT	3253	701	City Of Chicago Police	$35.10
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$6.50
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$171.33

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$6 50
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$177 68
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$6 50
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$4.09
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$126 91
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$6.50
07/14/2012	DEANDA, JESSICA	9161		City Of Chicago Police	$159 91
08/06/2012	DE LA HUERTA, URIEL			City Of Chicago Police	$0.32
08/06/2012	DE LA HUERTA, URIEL			City Of Chicago Police	$6.50
08/06/2012	DE LA HUERTA, URIEL			City Of Chicago Police	$67.21
08/06/2012	DE LA HUERTA, URIEL			City Of Chicago Police	$37.58
08/06/2012	DE LA HUERTA, URIEL			City Of Chicago Police	$6.50
08/06/2012	DE LA HUERTA, URIEL			City Of Chicago Police	$67.21
08/06/2012	DE LA HUERTA, URIEL			City Of Chicago Police	$0.32
08/06/2012	DE LA HUERTA, URIEL			City Of Chicago Police	$6 50
07/22/2012	DE JESUS, BRIAN	9161	004	City Of Chicago Police	$65.15
07/22/2012	DE JESUS, BRIAN	9161	004	City Of Chicago Police	$6 50
07/22/2012	DE JESUS, BRIAN	9161	004	City Of Chicago Police	$0 79
07/22/2012	DE JESUS, BRIAN	9161	004	City Of Chicago Police	$255 71
07/22/2012	DE JESUS, BRIAN	9161	004	City Of Chicago Police	$6.50
07/22/2012	DE JESUS, BRIAN	9161	004	City Of Chicago Police	$3 10
06/27/2010	DAVIS, QUINTON	9161	701	City Of Chicago Police	$701 22
06/27/2010	DAVIS, QUINTON	9161	701	City Of Chicago Police	$252 75
03/14/2012	DAVILA, MARLENE	9161		City Of Chicago Police	$4 76
03/14/2012	DAVILA, MARLENE	9161		City Of Chicago Police	$166.46
02/18/2012	DAKURAS, ANDREW			City Of Chicago Police	$6 50
10/04/2003	Craig, Niagara	P	00011	City Of Chicago Police	$325.78
10/04/2003	Craig, Niagara	P	00011	City Of Chicago Police	$6 50
10/04/2003	Craig, Niagara	P	00011	City Of Chicago Police	$101 27
10/04/2003	Craig, Niagara	P	00011	City Of Chicago Police	$500 07
10/04/2003	Craig, Niagara	P	00011	City Of Chicago Police	$6.50
10/04/2003	Craig, Niagara	P	00011	City Of Chicago Police	$60 52
08/09/1995	Costello-Czubernat, Bridget	P	00007	City Of Chicago Police	$79 00

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/16/2006	Connelly, Dennis M	S	00022	City Of Chicago Police	$6.50
12/16/2006	Connelly, Dennis M	S	00022	City Of Chicago Police	$33.24
12/16/2006	Connelly, Dennis M	S	00022	City Of Chicago Police	$104.75
12/16/2006	Connelly, Dennis M	S	00022	City Of Chicago Police	$6.50
12/16/2006	Connelly, Dennis M	S	00022	City Of Chicago Police	$619.87
12/16/2006	Connelly, Dennis M	S	00022	City Of Chicago Police	$185.76
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$58.29
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$6.50
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$2.37
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$58.29
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$6.50
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$2.37
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$800.00
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$69.87
05/04/2012	CZUBAK, GIA	9161	004	City Of Chicago Police	$6.50
11/06/2010	CZARNIK, MARK	9161	023	City Of Chicago Police	$6.50
11/06/2010	CZARNIK, MARK	9161	023	City Of Chicago Police	$6.50
11/06/2010	CZARNIK, MARK	9161	023	City Of Chicago Police	$6.50
11/06/2010	CZARNIK, MARK	9161	023	City Of Chicago Police	$176.45
11/06/2010	CZARNIK, MARK	9161	023	City Of Chicago Police	$7.16
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$213.95
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$6.50
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$8.47
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$6.50
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$235.96
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$6.50
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$0.43
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$40.13
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$6.50
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$0.07
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$11.40
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$6.50
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$6.08

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$331.51
07/12/2012	CUEVAS, JUAN	9161		City Of Chicago Police	$6.50
07/12/2012	CUEVAS, JUAN	9161		City Of Chicago Police	$68.47
07/12/2012	CUEVAS, JUAN	9161		City Of Chicago Police	$1.75
10/26/2010	CROSS, LENWOOD			City Of Chicago Police	$270.00
10/28/2010	CROSS, LENWOOD			City Of Chicago Police	$3.27
10/28/2010	CROSS, LENWOOD			City Of Chicago Police	$6.50
10/28/2010	CROSS, LENWOOD			City Of Chicago Police	$33.49
04/07/2012	CROMWELL, LEO	9161		City Of Chicago Police	$6.50
04/07/2012	CROMWELL, LEO	9161		City Of Chicago Police	$6.50
04/07/2012	CROMWELL, LEO	9161		City Of Chicago Police	$1.64
04/07/2012	CROMWELL, LEO	9161		City Of Chicago Police	$884.81
04/07/2012	CROMWELL, LEO	9161		City Of Chicago Police	$6.50
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$164.98
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$6.50
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$154.83
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$6.50
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$6.50
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$164.98
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$6.50
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$126.91
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$6.50
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$164.98
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$6.50
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$164.98
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$154.83
07/08/2012	CRAWFORD, ALVIN	9161		City Of Chicago Police	$6.50
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$6.50
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$754.10
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$6.50
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$3.43
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$6.50
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$462.00

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$103.01
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$6.50
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$833.29
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$184.80
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$6.50
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$119.93
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$3.07
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$151.97
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$6.50
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$6.50
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$177.68
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$6.50
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$177.68
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$6.50
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$177.68
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$1.84
06/06/2012	COVELLO, FRANK	9161		City Of Chicago Police	$6.50
06/06/2012	COVELLO, FRANK	9161		City Of Chicago Police	$11.31
06/06/2012	COVELLO, FRANK	9161		City Of Chicago Police	$171.55
06/06/2012	COVELLO, FRANK	9161		City Of Chicago Police	$6.50
06/06/2012	COVELLO, FRANK	9161		City Of Chicago Police	$2.08
06/06/2012	COVELLO, FRANK	9161		City Of Chicago Police	$934.43
08/11/2012	CORTEZ, GABINO	9161	010	City Of Chicago Police	$156.04
08/11/2012	CORTEZ, GABINO	9161	010	City Of Chicago Police	$6.50
08/11/2012	CORTEZ, GABINO	9161	010	City Of Chicago Police	$1.69
03/22/2012	CORCORAN, DONALD	9152	189	City Of Chicago Police	$6.50
03/22/2012	CORCORAN, DONALD	9152	189	City Of Chicago Police	$6.50
03/22/2012	CORCORAN, DONALD	9152	189	City Of Chicago Police	$6.50
03/22/2012	CORCORAN, DONALD	9152	189	City Of Chicago Police	$6.50
03/22/2012	CORCORAN, DONALD	9152	189	City Of Chicago Police	$6.50
03/22/2012	CORCORAN, DONALD	9152	189	City Of Chicago Police	$6.50
03/22/2012	CORCORAN, DONALD	9152	189	City Of Chicago Police	$6.50
07/23/2009	CONWAY, NICOLE			City Of Chicago Police	$0.29

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/23/2009	CONWAY, NICOLE			City Of Chicago Police	$6.50
07/23/2009	CONWAY, NICOLE			City Of Chicago Police	$11.49
07/23/2009	CONWAY, NICOLE			City Of Chicago Police	$1.21
07/23/2009	CONWAY, NICOLE			City Of Chicago Police	$99.60
07/23/2009	CONWAY, NICOLE			City Of Chicago Police	$6.50
08/01/2012	CONCIALDI, ERIC	9161	044	City Of Chicago Police	$58.29
08/01/2012	CONCIALDI, ERIC	9161	044	City Of Chicago Police	$5.67
08/01/2012	CONCIALDI, ERIC	9161	044	City Of Chicago Police	$6.50
08/01/2012	CONCIALDI, ERIC	9161	044	City Of Chicago Police	$139.61
08/01/2012	CONCIALDI, ERIC	9161	044	City Of Chicago Police	$6.50
08/01/2012	CONCIALDI, ERIC	9161	044	City Of Chicago Police	$600.00
08/01/2012	CONCIALDI, ERIC	9161	044	City Of Chicago Police	$2.37
08/01/2012	CONCIALDI, ERIC	9161	044	City Of Chicago Police	$6.50
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$0.48
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$6.50
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$102.74
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$102.74
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$6.50
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$0.48
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$484.92
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$6.50
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$463.10
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$6.50
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$618.18
07/22/2012	COMBS, ROBERT	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$73.80
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$123.47
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$154.44
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$163.92
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$110 37
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$121 35
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6 50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$163 92
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6 50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$167 63
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$163 92
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$160.79
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$108.00
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6 50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$2 76
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$0.98
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6 50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$0.95
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$715.05
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$85 75
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$184.00
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$15.93
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$21.43
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$198.70
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$8.06
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$55 18
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$2.24
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$788.46

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$9.54
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$266.30
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$112.55
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$223.76
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$9.08
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$184.00
08/05/2012	CLEARY, MICHAEL	9161	050	City Of Chicago Police	$110.62
08/05/2012	CLEARY, MICHAEL	9161	050	City Of Chicago Police	$6.50
08/05/2012	CLEARY, MICHAEL	9161	050	City Of Chicago Police	$9.15
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$21.32
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$116.35
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$6.50
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$0.55
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$218.68
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$6.50
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$6.50
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$525.29
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$38.10
08/10/2012	CLAYBOURNE, DANIEL	9161	701	City Of Chicago Police	$6.50
05/03/2009	CLAY JR, CL	9161		City Of Chicago Police	$6.50
02/26/2010	CLAXTON, GARY	9161		City Of Chicago Police	$5.67
02/26/2010	CLAXTON, GARY	9161		City Of Chicago Police	$139.61
02/26/2010	CLAXTON, GARY	9161		City Of Chicago Police	$6.50
08/28/2012	CLARK, JOHN	9161		City Of Chicago Police	$6.50
08/28/2012	CLARK, JOHN	9161		City Of Chicago Police	$387.99
08/28/2012	CLARK, JOHN	9161		City Of Chicago Police	$15.75
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$331.98
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$198.72
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$254.18
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$292.25

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$298.60
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$298.60
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$298.60
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$298.60
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$79.26
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$0.96
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$110.00
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$6.50
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$292.25
08/23/2012	CHRISTENSEN, AMY	9161		City Of Chicago Police	$3.08
08/23/2012	CHRISTENSEN, AMY	9161		City Of Chicago Police	$6.50
08/23/2012	CHRISTENSEN, AMY	9161		City Of Chicago Police	$254.27
05/26/2012	CHOJNACKI, MARIUSZ	9161		City Of Chicago Police	$6.50
05/26/2012	CHOJNACKI, MARIUSZ	9161		City Of Chicago Police	$26.47
07/20/2011	CHEN, JOHN	9161		City Of Chicago Police	$6.50
07/20/2011	CHEN, JOHN	9161		City Of Chicago Police	$3.77
07/20/2011	CHEN, JOHN	9161		City Of Chicago Police	$147.53
01/23/2012	CHEN, JOHN	9161		City Of Chicago Police	$6.50
06/11/2012	CHEN, BRIAN	9161	044	City Of Chicago Police	$6.50
02/15/2012	CASTRO, ANTONIO	9161	019	City Of Chicago Police	$0.48
02/15/2012	CASTRO, ANTONIO	9161	019	City Of Chicago Police	$6.50
02/15/2012	CASTRO, ANTONIO	9161	019	City Of Chicago Police	$254.67
09/01/2012	CARUSO, ALFRED	9161		City Of Chicago Police	$650.58

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/01/2012	CARUSO, ALFRED	9161		City Of Chicago Police	$7.88
09/01/2012	CARUSO, ALFRED	9161		City Of Chicago Police	$6.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$6.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$68.58
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$0.45
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$6.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$243.70
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$0.49
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$6.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$250.14
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$6.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$203.00
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$40.70
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$0.45
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$203.57
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$6.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$0.38
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$271.89
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$6.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$0.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$8.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$1.04
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$6.50
06/16/2012	CARTER, TIFFANY	9171		City Of Chicago Police	$243.70
07/09/2012	CARSON, DONALD	9161	005	City Of Chicago Police	$6.50
07/09/2012	CARSON, DONALD	9161	005	City Of Chicago Police	$258.85
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.38
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$5.41
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.38
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.38

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.38
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.38
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.38
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.38
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.49
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$0.38
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$1.45
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$6.50
07/21/2010	CARROLL, WILLIAM			City Of Chicago Police	$98.55
07/26/2012	CARO, BILL	9161	010	City Of Chicago Police	$6.50
07/26/2012	CARO, BILL	9161	010	City Of Chicago Police	$258.55
07/16/2012	CAREY, DAVID	9161		City Of Chicago Police	$207.18
07/16/2012	CAREY, DAVID	9161		City Of Chicago Police	$6.50
05/23/2012	CANTORE, MARC	9161	017	City Of Chicago Police	$180.58
05/23/2012	CANTORE, MARC	9161	017	City Of Chicago Police	$6.50
07/13/2012	CANO, JESUS	9161	353	City Of Chicago Police	$110.00
07/13/2012	CANO, JESUS	9161	353	City Of Chicago Police	$225.00
01/23/2012	CANNATA, CHRISTOPHER	9161	015	City Of Chicago Police	$6.50
06/22/2012	CANNATA, CHRISTOPHER	9161	044	City Of Chicago Police	$40.04
06/22/2012	CANNATA, CHRISTOPHER	9161	044	City Of Chicago Police	$18.16
06/22/2012	CANNATA, CHRISTOPHER	9161	044	City Of Chicago Police	$6.50
09/24/2011	CAMPBELL II, ALVIN	9161		City Of Chicago Police	$6.50
09/24/2011	CAMPBELL II, ALVIN	9161		City Of Chicago Police	$130.98
09/24/2011	CAMPBELL II, ALVIN	9161		City Of Chicago Police	$11.68

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$6 50
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$0 86
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$6 50
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$0 45
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$6 50
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$6 50
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$6 50
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$6 50
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$6 50
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$0 79
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$88 84
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$241 59
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$203 09
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$154 70
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$243 54
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$265 11
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$65 15
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$404.46
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$0 74
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$402 94
03/19/2012	CAMPAGNA, JAMES	9161	009	City Of Chicago Police	$6 50
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$6.50
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$222 91
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$173.98
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$211.97
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$2 70
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$6.50
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$6 50
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$27 63
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$6.50
06/07/2012	CALACE, CHRISTINE	9161		City Of Chicago Police	$6 50
06/07/2012	CALACE, CHRISTINE	9161		City Of Chicago Police	$200.63
06/07/2012	CALACE, CHRISTINE	9161		City Of Chicago Police	$6 63

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/07/2012	CALACE, CHRISTINE	9161		City Of Chicago Police	$6.50
06/07/2012	CALACE, CHRISTINE	9161		City Of Chicago Police	$78.63
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$27.15
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$35.32
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$27.15
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$18.97
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$35.32
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$27.15
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$27.15
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$27.15
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$6.50
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$0.95
12/28/2011	CABRAL, ALEJANDRO	9161	044	City Of Chicago Police	$6.50
12/28/2011	CABRAL, ALEJANDRO	9161	044	City Of Chicago Police	$4.47
12/28/2011	CABRAL, ALEJANDRO	9161	044	City Of Chicago Police	$6.50
12/28/2011	CABRAL, ALEJANDRO	9161	044	City Of Chicago Police	$0.99
12/28/2011	CABRAL, ALEJANDRO	9161	044	City Of Chicago Police	$0.49
12/28/2011	CABRAL, ALEJANDRO	9161	044	City Of Chicago Police	$6.50
12/28/2011	CABRAL, ALEJANDRO	9161	044	City Of Chicago Police	$6.50
09/22/2003	Burke, Margaret	P	00008	City Of Chicago Police	$101.57
09/22/2003	Burke, Margaret	P	00008	City Of Chicago Police	$12.37
04/24/2007	Brown, James E	P	00012	City Of Chicago Police	$129.62
04/24/2007	Brown, James E	P	00012	City Of Chicago Police	$6.50
04/24/2007	Brown, James E	P	00012	City Of Chicago Police	$31.39

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/07/2008	Baety, Darryl R	P	00015	City Of Chicago Police	$4 60
09/07/2008	Baety, Darryl R.	P	00015	City Of Chicago Police	$6 50
09/07/2008	Baety, Darryl R.	P	00015	City Of Chicago Police	$34 50
05/06/2010	BUKOWSKI, GEORGE	9161	016	City Of Chicago Police	$110 00
05/06/2010	BUKOWSKI, GEORGE	9161	016	City Of Chicago Police	$445 51
05/06/2010	BUKOWSKI, GEORGE	9161	016	City Of Chicago Police	$6.50
05/06/2010	BUKOWSKI, GEORGE	9161	016	City Of Chicago Police	$5 39
05/06/2010	BUKOWSKI, GEORGE	9161	016	City Of Chicago Police	$62.32
05/06/2010	BUKOWSKI, GEORGE	9161	016	City Of Chicago Police	$6 50
06/29/2012	BUCZKIEWICZ, JOHN	9206	377	City Of Chicago Police	$6 50
06/29/2012	BUCZKIEWICZ, JOHN	9206	377	City Of Chicago Police	$68 58
06/06/2012	BUCKLEY, JOEY	9164	006	City Of Chicago Police	$6 50
06/06/2012	BUCKLEY, JOEY	9164	006	City Of Chicago Police	$298 65
06/06/2012	BUCKLEY, JOEY	9164	006	City Of Chicago Police	$3.62
08/16/2011	BROWN, SUZAN	9161	153	City Of Chicago Police	$280 80
08/16/2011	BROWN, SUZAN	9161	153	City Of Chicago Police	$6.50
08/16/2011	BROWN, SUZAN	9161	153	City Of Chicago Police	$280.80
08/21/2011	BROWN, SHARONE	9161		City Of Chicago Police	$6 50
08/21/2011	BROWN, SHARONE	9161		City Of Chicago Police	$303.22
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$5.41
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$110 00
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$19.93
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$6 50
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$0.14
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$6.50
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$256 81
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$6 50
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$225 00
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6.50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$20.08
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$186 30
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$14 48

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$186.30
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$14 48
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$241 61
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$17 29
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$198 22
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$5 07
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$186 30
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$14 48
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$241 61
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$17 29
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$186 30
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$14 48
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$0 70
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$241 64
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6.50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$17.27
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$186 30
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$14 48
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$220 25
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$186.30
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$14 48
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$241 61
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$17 29

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$186 30
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$6 50
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$14 48
09/22/2011	BREZINSKI, LARRY	9161	018	City Of Chicago Police	$296 93
06/06/2012	BRANCH, MELVIN	9161	606	City Of Chicago Police	$6 50
06/06/2012	BRANCH, MELVIN	9161	606	City Of Chicago Police	$6 50
06/06/2012	BRANCH, MELVIN	9161	606	City Of Chicago Police	$33 29
06/06/2012	BRANCH, MELVIN	9161	606	City Of Chicago Police	$53.74
06/06/2012	BRANCH, MELVIN	9161	606	City Of Chicago Police	$0 85
06/06/2012	BRANCH, MELVIN	9161	606	City Of Chicago Police	$1 37
03/03/2012	BRACAMONTES, EVERARDO	9161		City Of Chicago Police	$9 75
03/03/2012	BRACAMONTES, EVERARDO	9161		City Of Chicago Police	$6 50
03/03/2012	BRACAMONTES, EVERARDO	9161		City Of Chicago Police	$692 78
08/11/2012	BOYKE, EVELYN	9161	025	City Of Chicago Police	$272 25
08/11/2012	BOYKE, EVELYN	9161	025	City Of Chicago Police	$6.50
08/11/2012	BOYKE, EVELYN	9161	025	City Of Chicago Police	$11 05
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$6 50
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$6 50
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$0 61
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$6 50
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$50.56
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$6.50
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$6 50
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$6.50
02/11/2012	BOND, WARD	9161		City Of Chicago Police	$6 50
02/11/2012	BOND, WARD	9161		City Of Chicago Police	$543 92
02/11/2012	BOND, WARD	9161		City Of Chicago Police	$104 84
02/11/2012	BOND, WARD	9161		City Of Chicago Police	$6 50
04/18/2010	BOJAN, BRYAN	9161	153	City Of Chicago Police	$67 76
04/18/2010	BOJAN, BRYAN	9161	153	City Of Chicago Police	$72 20
10/07/2010	BOGGAN, KIMBERLY	9161	011	City Of Chicago Police	$81.71
10/07/2010	BOGGAN, KIMBERLY	9161	011	City Of Chicago Police	$6 50
07/13/2012	BOEDDEKER, BRYAN	9161		City Of Chicago Police	$723 27

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/13/2012	BOEDDEKER, BRYAN	9161		City Of Chicago Police	$29 35
07/13/2012	BOEDDEKER, BRYAN	9161		City Of Chicago Police	$6.50
06/20/2011	BLOMSTRAND, ROBERT	9161	014	City Of Chicago Police	$171 10
02/02/2011	BLOCK, JOHN	3286		City Of Chicago Police	$51 07
02/02/2011	BLOCK, JOHN	3286		City Of Chicago Police	$6 50
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$110 00
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$225 00
10/08/2011	BLAIR, SCOTT	9161		City Of Chicago Police	$260.88
10/08/2011	BLAIR, SCOTT	9161		City Of Chicago Police	$0.79
10/08/2011	BLAIR, SCOTT	9161		City Of Chicago Police	$6 50
10/08/2011	BLAIR, SCOTT	9161		City Of Chicago Police	$65 15
10/08/2011	BLAIR, SCOTT	9161		City Of Chicago Police	$0 49
10/08/2011	BLAIR, SCOTT	9161		City Of Chicago Police	$6 50
10/08/2011	BLAIR, SCOTT	9161		City Of Chicago Police	$6 50
04/27/2012	BILSKI, DENNIS	9161		City Of Chicago Police	$6 50
04/27/2012	BILSKI, DENNIS	9161		City Of Chicago Police	$162 52
04/27/2012	BILSKI, DENNIS	9161		City Of Chicago Police	$4.15
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$11.40
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$6 50
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$6.08
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$9.26
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$6.50
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$5 62
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$215 98
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$6.50
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$8 77
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$364 00
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$6.50
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$378 30
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$56 27
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$6.50
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$34.04
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$6.38

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$6.50
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$32.59
08/20/2012	BICKETT, ERIC	9161	4	City Of Chicago Police	$9.26
12/20/2010	BEYAH, ABDULLAH	9161	044	City Of Chicago Police	$3.56
12/20/2010	BEYAH, ABDULLAH	9161	044	City Of Chicago Police	$6.68
09/11/2011	BERNICHIO, MICHAEL	9161		City Of Chicago Police	$6.50
09/11/2011	BERNICHIO, MICHAEL	9161		City Of Chicago Police	$6.50
09/11/2011	BERNICHIO, MICHAEL	9161		City Of Chicago Police	$342.83
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$88.19
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$6.50
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$6.50
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$1.07
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$6.50
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$260.17
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$215.75
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$6.50
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$215.75
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$6.50
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$215.75
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$6.50
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$215.75
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$6.50
12/15/2011	BERKA, BRIAN	9161		City Of Chicago Police	$215.75
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$5.16
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$0.79
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$0.79
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$157 80
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6 50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$13.34
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$65.15
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$65.15
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$431.56
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$215.78
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$171.36
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$408.51
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6 50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$148.91
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$176 94
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$5.16
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6.50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$148.91
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$5 16
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$6 50
03/24/2012	BENSON, INEZ	9161	005	City Of Chicago Police	$148 91
08/17/2012	BELMONTEZ, MICHAEL	9161	003	City Of Chicago Police	$6 50
07/30/2012	BELMONTES, JUAN	9161		City Of Chicago Police	$6 50
07/30/2012	BELMONTES, JUAN	9161		City Of Chicago Police	$9 43
07/30/2012	BELMONTES, JUAN	9161		City Of Chicago Police	$777.96
07/30/2012	BELMONTES, JUAN	9161		City Of Chicago Police	$3 51
07/30/2012	BELMONTES, JUAN	9161		City Of Chicago Police	$6 50
07/30/2012	BELMONTES, JUAN	9161		City Of Chicago Police	$61 48
07/30/2012	BELMONTES, JUAN	9161		City Of Chicago Police	$6 50
07/30/2012	BELMONTES, JUAN	9161		City Of Chicago Police	$31 00
07/24/2012	BELL, RICHARD	9161	004	City Of Chicago Police	$153.49
07/24/2012	BELL, RICHARD	9161	004	City Of Chicago Police	$6 50
07/24/2012	BELL, RICHARD	9161	004	City Of Chicago Police	$6.23
03/24/2012	BEDOY, GUSTAVO	9161		City Of Chicago Police	$174 42
03/24/2012	BEDOY, GUSTAVO	9161		City Of Chicago Police	$154 61

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/24/2012	BEDOY, GUSTAVO	9161		City Of Chicago Police	$6.50
03/24/2012	BEDOY, GUSTAVO	9161		City Of Chicago Police	$0.39
03/24/2012	BEDOY, GUSTAVO	9161		City Of Chicago Police	$6.50
03/24/2012	BEDOY, GUSTAVO	9161		City Of Chicago Police	$0.28
01/14/2011	BEALS, TAMIKO	3286	157	City Of Chicago Police	$2.53
01/14/2011	BEALS, TAMIKO	3286	157	City Of Chicago Police	$6.50
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$6.50
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$7.60
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$6.50
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$268.70
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$22.73
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$6.50
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$6.50
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$232.52
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$10.91
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$6.50
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$2.37
12/02/2011	BAUMAN, CHAD	9161	015	City Of Chicago Police	$9.44
06/30/2012	BARRY, NORA	9161	018	City Of Chicago Police	$600.00
06/30/2012	BARRY, NORA	9161	018	City Of Chicago Police	$6.50
06/30/2012	BARRY, NORA	9161	018	City Of Chicago Police	$125.91
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$6.50
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$89.23
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$6.51
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$6.50
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$9.26
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$364.01
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$6.50
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$8.90
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$6.08
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$6.50
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$11.40
08/19/2012	BARRY, COMONIECK	9161		City Of Chicago Police	$6.05

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/03/2011	BARREZUETA, ANDRES	3286	020	City Of Chicago Police	$6 50
02/03/2011	BARREZUETA, ANDRES	3286	020	City Of Chicago Police	$41 15
08/07/2012	BARNEY, JASON	9161		City Of Chicago Police	$6.50
08/07/2012	BARNEY, JASON	9161		City Of Chicago Police	$645 90
08/07/2012	BARNEY, JASON	9161		City Of Chicago Police	$9 15
08/07/2012	BARNEY, JASON	9161		City Of Chicago Police	$6 50
08/07/2012	BARNEY, JASON	9161		City Of Chicago Police	$7 82
08/07/2012	BARNEY, JASON	9161		City Of Chicago Police	$110 62
03/02/2012	BARNES, DENNIS	9171	021	City Of Chicago Police	$6 50
03/02/2012	BARNES, DENNIS	9171	021	City Of Chicago Police	$50 56
03/02/2012	BARNES, DENNIS	9171	021	City Of Chicago Police	$0 61
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6 50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$64 14
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6 50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$0 43
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6 50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$0 52
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6 50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$0 90
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6 50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6 50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6.50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$8 46
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$241.82
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$256.47
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$440 41
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6 50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$0 65
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6 50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$8 54
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$6.50
01/10/2012	BARAK, JOHN	9161		City Of Chicago Police	$0 52
08/13/2012	BANSLEY, JAMES	9161		City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/13/2012	BANSLEY, JAMES	9161		City Of Chicago Police	$2 08
08/13/2012	BANSLEY, JAMES	9161		City Of Chicago Police	$32 00
08/13/2012	BANSLEY, JAMES	9161		City Of Chicago Police	$6 50
08/13/2012	BANSLEY, JAMES	9161		City Of Chicago Police	$171.55
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$6 50
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$152 27
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$6 50
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$8.01
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$175 83
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$6.50
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$207 06
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$6 50
01/15/2010	BALASZ, TIMOTHY	9161		City Of Chicago Police	$207 06
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6 50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6.50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6.50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6 50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$163.86
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$304.58
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6 50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6.50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$88 84
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6 50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$88.84
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6.50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$88.84
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6.50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$272.92
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6.50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$3.30
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$262 17
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6.50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$17.00

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$53 49
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6.50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$3 47
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$109 50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6 50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$7 10
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$126 86
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6 50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$8.23
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$825 00
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6 50
10/16/1998	Ali, Bilal R.	P	00004	City Of Chicago Police	$208 25
10/16/1998	Ali, Bilal R	P	00004	City Of Chicago Police	$6 50
10/16/1998	Ali, Bilal R	P	00004	City Of Chicago Police	$3.06
03/04/2012	ARROYO, JASON	9161	044	City Of Chicago Police	$6 50
03/04/2012	ARROYO, JASON	9161	044	City Of Chicago Police	$64 47
03/04/2012	ARROYO, JASON	9161	044	City Of Chicago Police	$0 95
07/11/2012	ARCILLAS, PATRICK	9161	044	City Of Chicago Police	$76 04
06/13/2012	ARCE, GILBERT	9153	050	City Of Chicago Police	$6.50
12/08/2010	ANTONIAZZI, GINO	9161	044	City Of Chicago Police	$8.21
12/08/2010	ANTONIAZZI, GINO	9161	044	City Of Chicago Police	$6 50
12/08/2010	ANTONIAZZI, GINO	9161	044	City Of Chicago Police	$8 21
12/08/2010	ANTONIAZZI, GINO	9161	044	City Of Chicago Police	$6.50
08/01/2012	ANNOR, SAMUEL	9161	005	City Of Chicago Police	$6.50
08/01/2012	ANNOR, SAMUEL	9161	005	City Of Chicago Police	$3.85
08/01/2012	ANNOR, SAMUEL	9161	005	City Of Chicago Police	$94 88
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$6 50
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$0 35
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$314 23
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$6.50
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$0 58
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$628.46
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$6 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$1.16
03/20/2012	ANDREWS JR, MARSHALL	9161	044	City Of Chicago Police	$185.53
02/24/2012	ANDERSON, PAUL	9161	004	City Of Chicago Police	$23.31
08/03/2012	ANDERSON, GARY	9161	044	City Of Chicago Police	$344.70
08/03/2012	ANDERSON, GARY	9161	044	City Of Chicago Police	$6.50
08/03/2012	ANDERSON, GARY	9161	044	City Of Chicago Police	$41.12
08/03/2012	ANDERSON, GARY	9161	044	City Of Chicago Police	$6.50
05/18/2012	ANDERSON, DIANA	9161	192	City Of Chicago Police	$23.57
05/18/2012	ANDERSON, DIANA	9161	192	City Of Chicago Police	$580.77
05/18/2012	ANDERSON, DIANA	9161	192	City Of Chicago Police	$6.50
04/15/2012	ANDERSON, DEBRA	9161	044	City Of Chicago Police	$6.50
04/15/2012	ANDERSON, DEBRA	9161	044	City Of Chicago Police	$120.07
04/15/2012	ANDERSON, DEBRA	9161	044	City Of Chicago Police	$6.50
04/15/2012	ANDERSON, DEBRA	9161	044	City Of Chicago Police	$205.40
04/15/2012	ANDERSON, DEBRA	9161	044	City Of Chicago Police	$0.39
04/16/2012	AMELIO, PETER	9161		City Of Chicago Police	$196.27
04/16/2012	AMELIO, PETER	9161		City Of Chicago Police	$5.01
04/16/2012	AMELIO, PETER	9161		City Of Chicago Police	$6.50
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$222.28
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$191.65
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$6.50
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$0.30
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$6.50
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$164.19
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$2.69
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$6.50
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$214.85
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$9.79
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$6.50
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$65.15
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$8.73
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$6.50
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$747.87
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$6.50
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$33.71
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$6.50
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$203.00
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$1.80
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$6.50
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$148.82
07/25/2012	ALVARADO, MATTHEW	9161		City Of Chicago Police	$9.05
04/01/2012	ALTWASSER, PATRICK	9161	044	City Of Chicago Police	$745.14
04/01/2012	ALTWASSER, PATRICK	9161	044	City Of Chicago Police	$6.50
04/01/2012	ALTWASSER, PATRICK	9161	044	City Of Chicago Police	$1.38
04/01/2012	ALTWASSER, PATRICK	9161	044	City Of Chicago Police	$41.35
04/01/2012	ALTWASSER, PATRICK	9161	044	City Of Chicago Police	$3.17
04/01/2012	ALTWASSER, PATRICK	9161	044	City Of Chicago Police	$6.50
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$1.85
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$6.50
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$1.85
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$6.50
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$153.12
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$0.79
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$65.15
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$3.70
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$6.50
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$306.24
03/14/2009	ALMAZAN, BENJAMIN	9161	010	City Of Chicago Police	$6.50
08/26/2011	ALLEN, DENOTRA	9161	021	City Of Chicago Police	$6.50
08/26/2011	ALLEN, DENOTRA	9161	021	City Of Chicago Police	$50.56
08/26/2011	ALLEN, DENOTRA	9161	021	City Of Chicago Police	$0.61
07/28/2012	ALEXE, ELENA	9161	020	City Of Chicago Police	$354.44
07/28/2012	ALEXE, ELENA	9161	020	City Of Chicago Police	$6.50
07/28/2012	ALEXE, ELENA	9161	020	City Of Chicago Police	$9.06
04/07/2012	ALANIZ, MICHAEL	9161		City Of Chicago Police	$41.73

	Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
	04/07/2012	ALANIZ, MICHAEL	9161		City Of Chicago Police	$6.50
	04/07/2012	ALANIZ, MICHAEL	9161		City Of Chicago Police	$1.07
	03/02/2012	AIKIN JR, LAWRENCE	9161		City Of Chicago Police	$41.12
	03/02/2012	AIKIN JR, LAWRENCE	9161		City Of Chicago Police	$6.50
	03/02/2012	AIKIN JR, LAWRENCE	9161		City Of Chicago Police	$180.58
	03/02/2012	AIKIN JR, LAWRENCE	9161		City Of Chicago Police	$6.50
	10/09/2011	AGOSTO, HECTOR	9161		City Of Chicago Police	$6.50
	10/09/2011	AGOSTO, HECTOR	9161		City Of Chicago Police	$6.50
	10/09/2011	AGOSTO, HECTOR	9161		City Of Chicago Police	$3.61
	10/09/2011	AGOSTO, HECTOR	9161		City Of Chicago Police	$217.35
	10/09/2011	AGOSTO, HECTOR	9161		City Of Chicago Police	$6.76
	10/09/2011	AGOSTO, HECTOR	9161		City Of Chicago Police	$297.84
	10/09/2011	AGOSTO, HECTOR	9161		City Of Chicago Police	$6.50
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$95.20
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$6.50
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$95.20
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$6.50
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$6.50
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$6.50
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$137.77
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$6.50
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$106.54
	05/19/2012	ACEVES, JUAN	9161		City Of Chicago Police	$106.54

	Number	Amount
Total	3953	$341,446.20

	Number	Amount
Total	5395	$466,292.61

City Of Chicago

Police & Fire Regular Orders

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
Insured Name1: City Of Chicago Fire					
08/14/2012	WHALEN, SCOTT	8811		City Of Chicago Fire	$4,763.38
07/15/2012	WEBER, LISA	8750		City Of Chicago Fire	$1,194.95
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$207.55
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$207.55
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$235.47
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$1,141.77
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$207.55
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$240.73
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$6.50
07/29/2012	VELASQUEZ, HECTOR	8801		City Of Chicago Fire	$272.01
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$21,092.33
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$5,877.92
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$1,129.37
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$2,405.38
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$163.92
12/26/2005	Thielsen, Roni Lee	F	09999	City Of Chicago Fire	$6.50
07/19/2012	TORRES, OSCAR	8731		City Of Chicago Fire	$1,295.59
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$2,706.24
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$1,690.12
12/03/2000	Sinopoli, Enzo	M	09999	City Of Chicago Fire	$1,915.10
08/21/2012	SUTHERLAND, JEAN	8750		City Of Chicago Fire	$1,047.78
05/01/2012	SMITH, EARL	8731		City Of Chicago Fire	$15,286.77
03/22/2012	SHELTON, JEROME	8701		City Of Chicago Fire	$1,278.33
02/08/2012	SHADLOW, MERRIEL	8731		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/06/2012	SEMRAU, MARZENA	8801		City Of Chicago Fire	$1,388.67
12/06/2003	Rogus, Andrew	F	00432	City Of Chicago Fire	$120.00
03/21/2011	RYAN, PETER	8731		City Of Chicago Fire	$1,421.84
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$201.90
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$0.01
07/14/2012	RICHKO JR, ANTHONY			City Of Chicago Fire	$18.00
07/14/2012	RICHKO JR, ANTHONY			City Of Chicago Fire	$6.50
08/04/2012	POKLACKI JR, RICHARD	8731		City Of Chicago Fire	$13,560.68
08/09/2012	PEASE, JOSEPH	8801		City Of Chicago Fire	$6.50
08/09/2012	PEASE, JOSEPH	8801		City Of Chicago Fire	$38.01
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$2,756.33
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$9.71
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$661.75
02/23/2012	PACK, JAMES	8801		City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$3,149.20
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$2,938.18
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$4,694.18
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$2,938.18
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$1,875.10
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$2,938.18
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$3,994.72
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$2,372.50
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$2,348.00
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$2,348.00
09/20/1979	Owcarz, Eugene	F	00439	City Of Chicago Fire	$2,348.00
07/07/2012	OSBORNE, ERIC	8750		City Of Chicago Fire	$1,297.81
11/25/2010	OLMSTEAD, ROBERT	8749		City Of Chicago Fire	$1,406.88
05/07/2008	Morales, Israel	E	00540	City Of Chicago Fire	$76.79
10/16/2009	MUSCIA, LEO	8731		City Of Chicago Fire	$6.50
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$6,200.22
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$5,806.84
04/21/2009	MC DONAGH, DANIEL	8811		City Of Chicago Fire	$1,016.08

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/01/2012	MAGALLON, MIGUEL	8801		City Of Chicago Fire	$1,169.18
02/03/2011	LANIER, SHARRIEFF	8735		City Of Chicago Fire	$1,081.07
08/01/2012	LAMB, DARIN	8731		City Of Chicago Fire	$6.50
08/01/2012	LAMB, DARIN	8731		City Of Chicago Fire	$1.89
08/01/2012	LAMB, DARIN	8731		City Of Chicago Fire	$156.04
08/01/2012	LAMB, DARIN	8731		City Of Chicago Fire	$6.50
08/01/2012	LAMB, DARIN	8731		City Of Chicago Fire	$1,090.07
08/01/2012	LAMB, DARIN	8731		City Of Chicago Fire	$13.20
01/31/2006	Krichan, Gary	F	09999	City Of Chicago Fire	$1,410.69
03/06/2012	JOYNER, KEVIN	8731		City Of Chicago Fire	$2,402.38
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$244.03
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$24.47
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$156.60
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$6.50
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$244.03
04/23/2012	JONES, MATTHEW	8801		City Of Chicago Fire	$250.38
03/26/2012	IWEMA, JEFFREY	8819		City Of Chicago Fire	$2,069.19
01/10/2012	HUGUETH, FREIDA	8749		City Of Chicago Fire	$4,088.49
08/19/2011	HICKS, KEVIN	8817		City Of Chicago Fire	$1,405.12
08/17/2012	HEENAN, WILLIAM	8731		City Of Chicago Fire	$3,204.50
09/02/2012	HEDLUND, DAWN	8750		City Of Chicago Fire	$30.42
09/02/2012	HEDLUND, DAWN	8750		City Of Chicago Fire	$1,190.21
09/02/2012	HEDLUND, DAWN	8750		City Of Chicago Fire	$6.50
05/04/2012	GOLEMA, RHETT	8801		City Of Chicago Fire	$46.49
06/30/2012	GLOVER, GERALD	8735		City Of Chicago Fire	$1,059.75
08/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$1,047.78
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$9.82
12/02/1985	Fornell, Roger C	M	00391	City Of Chicago Fire	$6.50
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$6.50
08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$103.71

	Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
	08/02/2012	FREZA, DONALD	8817		City Of Chicago Fire	$2,555.12
	06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$12,890.33
	04/15/2012	DORICH, STEVEN	8750		City Of Chicago Fire	$6.50
	04/15/2012	DORICH, STEVEN	8750		City Of Chicago Fire	$11.41
	03/24/2006	Ciara, Michael	P	00003	City Of Chicago Fire	$1,041.01
	04/25/2012	CREED, MICHAEL	8728		City Of Chicago Fire	$8,009.83
	03/08/2012	COLEMAN, FRANKLIN	8801		City Of Chicago Fire	$5,655.34
	11/16/2009	CNOTA, FRED	8812		City Of Chicago Fire	$2,465.00
	07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$18,675.39
	07/05/2012	CARR, JAMES	8801		City Of Chicago Fire	$7,394.19
	06/19/2012	BYRNE, JAMES	8733		City Of Chicago Fire	$1,328.72
	05/28/2012	BRANCH, EMERSON	8728		City Of Chicago Fire	$1,115.54
	12/02/2010	BOTH, SHAWN	8749		City Of Chicago Fire	$207.59
	12/02/2010	BOTH, SHAWN	8749		City Of Chicago Fire	$6.50
	06/16/2012	BIROS, EDWARD	8731		City Of Chicago Fire	$1,102.93
	08/28/2012	BEAUDOIN, RICHARD	8750		City Of Chicago Fire	$1,318.21
	02/21/2011	BEASON, DAVE	8728		City Of Chicago Fire	$1,600.00
	06/27/2012	ARKENS, BRADLEY	8811		City Of Chicago Fire	$3,097.00
	Number	Amount				
Total:	113	$221,548.10				

Insured Name1: City Of Chicago Police

	12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
	12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
	12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
	12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
	12/21/2011	ZOLLER, RICHARD	9161	009	City Of Chicago Police	$6.50
	07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$6.50
	07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$6.50
	07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$345.22
	07/01/2012	YOHANNA, JOSEPH	9161	044	City Of Chicago Police	$288.19
	03/14/2012	YAU, ALICE	9161		City Of Chicago Police	$6.50
	03/14/2012	YAU, ALICE	9161		City Of Chicago Police	$6.50
	07/19/2012	WILSON, AUDREY	9161		City Of Chicago Police	$1,032.33

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$361 76
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$139 40
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$1,022.77
01/30/2012	WHELAN, SEAN	9161	004	City Of Chicago Police	$1,791.52
08/11/2011	WEBB, MICHAEL	9161		City Of Chicago Police	$6 50
08/11/2011	WEBB, MICHAEL	9161		City Of Chicago Police	$0 79
08/24/2012	WASZAK, JOSEPH	9161	022	City Of Chicago Police	$1 165 21
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$1.18
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$1 85
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$8 50
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$153.12
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$3.70
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$6.50
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$306 24
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$1.85
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$6 50
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$153 12
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$97 68
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$6 50
01/01/2012	WARD, MATTHEW	9161	008	City Of Chicago Police	$6,409.96
08/07/2012	WALTON, MATTHEW	9161		City Of Chicago Police	$1,015.38
06/24/2012	WALSH, THOMAS	9161	019	City Of Chicago Police	$2,589.11
01/01/2011	WALLACE, JLYNN	9161		City Of Chicago Police	$1,466 67
01/04/2012	WALKER, RONALD	9161	192	City Of Chicago Police	$1,169.67
07/10/2008	Viverito, Vincent	P	00025	City Of Chicago Police	$17.52
05/09/2009	VICARI, FRANK			City Of Chicago Police	$6 50
08/06/2012	VELEZ, JOSE	9161		City Of Chicago Police	$1,440.25
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$1,868.66
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$6 50
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$8.32
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$186 41
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$8 45
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$1,155 50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$182 78
05/14/2012	VELAZQUEZ, COSME	9161		City Of Chicago Police	$6 50
01/19/1977	Tenzer, Joseph H	P	00012	City Of Chicago Police	$2,532 09
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$177 68
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$222 10
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6.50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$260 17
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$222.10
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6.50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$253.33
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6.50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$222 10
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6.50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$266 52
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$177 68
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$222.10
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$177 68
12/22/2011	TURNER, KENNETH	9161	015	City Of Chicago Police	$6 50
04/16/2012	TRBOVIC, MILAN	9161	044	City Of Chicago Police	$6 50
04/16/2012	TRBOVIC, MILAN	9161	044	City Of Chicago Police	$199.45
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$6 50
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$6.50
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$5.37
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$523.68
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$13 39
08/18/2012	TORRES, THERESA	9161		City Of Chicago Police	$93 47
08/20/2012	TOLEDO, AMBAR	9161		City Of Chicago Police	$42 64
05/11/2012	THOMAS, HERMAN	9161	002	City Of Chicago Police	$799.56

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/11/2012	THOMAS, HERMAN	9161	002	City Of Chicago Police	$571.90
01/09/2008	Santana, Yolonda	P	00002	City Of Chicago Police	$4.40
02/04/2010	SZURA, WILLIAM	9159	055	City Of Chicago Police	$47.23
05/16/2011	SWIATKOWSKI, BRIAN	9161		City Of Chicago Police	$1,201.19
08/13/2012	STREFF JR, WILLARD	9208		City Of Chicago Police	$1,463.30
11/15/2011	STEPHANS, KEVIN	9161		City Of Chicago Police	$1,082.40
08/29/2012	STEPHANS, KEVIN	9161	002	City Of Chicago Police	$1,621.50
03/07/2010	STELLA, NICHOLAS			City Of Chicago Police	$5,293.55
03/08/2011	SPEARS, JUNE	Po		City Of Chicago Police	$6.50
03/08/2011	SPEARS, JUNE	Po		City Of Chicago Police	$1.21
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$1.84
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$6.50
05/20/2012	SMITH, LARRY	9161	153	City Of Chicago Police	$151.97
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$1,050.00
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$1,049.96
01/28/2012	SMITH, JEFFERY			City Of Chicago Police	$72.98
08/26/2012	SMITH, JEFFERY	p.o		City Of Chicago Police	$1,967.85
05/20/2012	SKYLES, MARY	9161		City Of Chicago Police	$1,028.60
03/17/2011	SIMMONS, BEVERLY	9161	192	City Of Chicago Police	$6.50
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$6.50
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$0.95
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$64.47
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$1,035.75
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$6.50
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$15.22
07/16/2012	SANDOVAL, JOSE	9161		City Of Chicago Police	$1,040.57
02/16/2012	SANCHEZ, WILFREDO	9161		City Of Chicago Police	$1,296.75
12/26/2008	SANCHEZ, GUADALUPE			City Of Chicago Police	$6.50
01/09/2008	Roberson, Jacqueline	P	00002	City Of Chicago Police	$10.62
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$6.50
06/06/2012	RUSIECKA, CHARLEENE			City Of Chicago Police	$167.63
02/18/2011	RODRIGUEZ, LYDIA			City Of Chicago Police	$1,374.82
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$2,283.56

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$318.58
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$88.84
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$6.50
05/10/2012	REARDON, MICHAEL	9161		City Of Chicago Police	$88.84
06/24/2012	QUINN III, FRANK	9161	022	City Of Chicago Police	$1,717.82
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$32.58
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$7,603.80
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$14,527.06
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$411.69
08/14/2012	PROANO, MARCO	9161		City Of Chicago Police	$32.58
09/08/2011	PIETROWSKI, ARLEN	9165	071	City Of Chicago Police	$6.50
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$8.53
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$30.00
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$9.91
04/08/2011	PEDRAZA JR, JOSE	9161	153	City Of Chicago Police	$6.50
05/25/2012	PEABODY, KATHERINE	9161		City Of Chicago Police	$1,174.35
06/17/2012	PAWLAK, JEFFERY	9161		City Of Chicago Police	$254.28
08/13/2012	PASKO, MATHEW	9161		City Of Chicago Police	$395.50
08/22/2012	PACHECO, ERWIN	9161		City Of Chicago Police	$229.50
03/20/1996	Oconnell, Edward L	P	00044	City Of Chicago Police	$1,083.99
01/01/2012	OSBORN, DAVID	9161	018	City Of Chicago Police	$1,024.02
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$6.50
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$44.42
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$162.64
05/27/2012	OMURO, DAVID	9171	020	City Of Chicago Police	$6.50
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$206.01
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$206.01
06/24/2011	O DONNELL, WILLIAM	9161	701	City Of Chicago Police	$248.17
02/02/2011	O BRIEN, AMIE	PO	020	City Of Chicago Police	$1,332.43
06/09/2012	NELSON, SHIRLEY	9161	284	City Of Chicago Police	$1,047.78
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6.50
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$6.50
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$171.86
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$243.54
05/22/2012	NAUGHTON, PATRICK	9161		City Of Chicago Police	$212.31
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$6.50
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$1,749.00
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$727.00
01/26/2008	Michael, Linda	P	00006	City Of Chicago Police	$6.50
10/06/2006	Monahon, Mary L	P	00006	City Of Chicago Police	$1,267.34
03/17/2012	MOK, KENNETH	9161	017	City Of Chicago Police	$1,353.53
05/09/2012	MIUCIN, ZORAN	9161	011	City Of Chicago Police	$6.50
05/09/2012	MIUCIN, ZORAN	9161	011	City Of Chicago Police	$6.50
05/09/2012	MIUCIN, ZORAN	9161	011	City Of Chicago Police	$6.50
05/09/2012	MIUCIN, ZORAN	9161	011	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6,954.92
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$23,486.62
04/30/2010	MCMILLAN, RICHARD			City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$147.15
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$15.78
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$146.78
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$15.44
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$154.39
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$22.44
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$177.68
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$177.68
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$209.40
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$177.68
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$6.50
03/24/2012	MCCALLUM, RICHARD	9161	044	City Of Chicago Police	$5,844.80
07/22/2012	MC HUGH, SHANE	9171		City Of Chicago Police	$25.15
07/22/2012	MC HUGH, SHANE	9171		City Of Chicago Police	$97.85
06/29/2011	MC GUIRE JR, DANNY	9171	353	City Of Chicago Police	$1,468.18
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$2,713.94
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$383.62
10/28/2011	MC COURT, JOSEPH	9161	008	City Of Chicago Police	$6.50
10/28/2011	MC COURT, JOSEPH	9161	008	City Of Chicago Police	$40.24
10/28/2011	MC COURT, JOSEPH	9161	008	City Of Chicago Police	$6.50
10/28/2011	MC COURT, JOSEPH	9161	008	City Of Chicago Police	$27.78
10/28/2011	MC COURT, JOSEPH	9161	008	City Of Chicago Police	$6.50
05/31/2012	MARTINEZ, DANIEL	9161	010	City Of Chicago Police	$10,065.21
06/05/2009	LIPINSKI, TINA	9161	011	City Of Chicago Police	$11.34
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$1,604.54
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$6.50
08/28/2011	LINDBLAD, JACQUELINE	9161	044	City Of Chicago Police	$1,672.04
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$6.50
08/24/2012	KOSIEWICZ, DAVID	9161	008	City Of Chicago Police	$1,827.03
09/10/2010	KOKIC, MARKO	9161	003	City Of Chicago Police	$1,079.00
05/29/2012	KACZYNSKI JASON	9171		City Of Chicago Police	$5,386.67
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$6,091.68
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$8,780.30
05/29/2012	KACZYNSKI, JASON	9171		City Of Chicago Police	$2,729.13
07/17/2008	Johnson, John M	P	00008	City Of Chicago Police	$41.40
08/22/2009	JANDA, LIANE	9161		City Of Chicago Police	$114.60
06/01/2006	Hansen, Nail T	P	00008	City Of Chicago Police	$464.56
08/25/2007	Haddad-Webb, Samantha M.	P	00022	City Of Chicago Police	$1,043.86
08/25/2007	Haddad-Webb, Samantha M	P	00022	City Of Chicago Police	$1,712.62
07/24/2011	HIGGS, MARIA	9161	011	City Of Chicago Police	$7,106.70
07/24/2011	HIGGS, MARIA	9161	011	City Of Chicago Police	$2,118.83
08/05/2012	HENKES, NICOLE	9161	044	City Of Chicago Police	$1,131.42

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/30/2011	HENDERSON, ROBERT	9161	142	City Of Chicago Police	$2,904.71
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$1.21
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$6.50
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$6.50
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$1.21
10/21/2007	Gawlowski, Ivona	P	00006	City Of Chicago Police	$6.50
08/10/2012	GONZALEZ, CHARLOTTE	9161		City Of Chicago Police	$13,158.03
06/25/2012	GOLLOGLY, DENNIS	9161		City Of Chicago Police	$2,502.67
05/26/2010	GARCIA, MARGARITA	9161	018	City Of Chicago Police	$3,236.86
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$171.86
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$6.50
07/01/2012	FUENTES, HECTOR	9161		City Of Chicago Police	$27.92
09/24/2011	FOLEY, KATHLEEN	P.O	021	City Of Chicago Police	$1,024.02
09/03/1999	Engelhardt, Daniel	P	00021	City Of Chicago Police	$1,957.56
04/28/2012	EARLS, VERONICA	9161		City Of Chicago Police	$6.50
04/28/2012	EARLS, VERONICA	9161		City Of Chicago Police	$6.50
04/28/2012	EARLS, VERONICA	9161		City Of Chicago Police	$216.55
04/28/2012	EARLS, VERONICA	9161		City Of Chicago Police	$173.98
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$1,326.43
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$6.50
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$69.92
08/05/2012	DROZDEL, DOMINIK	9161	044	City Of Chicago Police	$1,192.50
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$140.91
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$181.18
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$137.56
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$137.56
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$181.18
03/28/2012	DORSCH, BRIAN	9161		City Of Chicago Police	$140.91
06/18/2012	DIAZ, YESENIA	9161	017	City Of Chicago Police	$4,011.40
01/20/2011	DEARTH, ROBERT	3253	701	City Of Chicago Police	$24.98
02/18/2012	DAKURAS, ANDREW			City Of Chicago Police	$2,732.00
04/20/2008	Cephas, Rydell J	P	00001	City Of Chicago Police	$2.88

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/29/2012	CWIAKALA, TOMASZ	PPO	044	City Of Chicago Police	$27.26
10/29/2011	CUYLER, LATONYA	9161	002	City Of Chicago Police	$7.42
10/29/2011	CUYLER, LATONYA	9161	002	City Of Chicago Police	$6.50
10/29/2011	CUYLER, LATONYA	9161	002	City Of Chicago Police	$170.31
10/29/2011	CUYLER, LATONYA	9161	002	City Of Chicago Police	$6.50
10/29/2011	CUYLER, LATONYA	9161	002	City Of Chicago Police	$5.84
10/29/2011	CUYLER, LATONYA	9161	002	City Of Chicago Police	$6.50
03/17/2010	CRANE, ROBERT	9161	017	City Of Chicago Police	$2,048.30
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$173.71
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$6.50
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$177.68
08/30/2011	CRAIG JR, JOHN	9161		City Of Chicago Police	$6.50
05/17/2012	CONWAY, THOMAS	9161	024	City Of Chicago Police	$6.50
05/17/2012	CONWAY, THOMAS	9161	024	City Of Chicago Police	$170.33
12/16/2009	CONNORS, KEVIN	9161	007	City Of Chicago Police	$6.50
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$38.31
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$198.86
05/19/2012	COLON, NORMA	9161		City Of Chicago Police	$163.92
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$252.10
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$1,771.07
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$1,758.48
05/21/2012	CINTRON JR, EFRAIN	9161	153	City Of Chicago Police	$1,160.95
04/26/2009	CERVANTES, NICHOLAS	9161	044	City Of Chicago Police	-$3.86
01/11/2009	CARLOS, EDGAR	9161	044	City Of Chicago Police	$27.52
07/13/2012	CANO, JESUS	9161	353	City Of Chicago Police	$261.36
07/30/2012	CALDWELL, GALEN	9016		City Of Chicago Police	$1,081.07
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$168.39
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$159.51
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$183.78
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$150.63
06/03/2012	CACERES, RICHARD	9161	701	City Of Chicago Police	$64.47
09/22/2003	Burke, Margaret	P	00008	City Of Chicago Police	$1,053.09
09/22/2003	Burke, Margaret	P	00008	City Of Chicago Police	$1,804.90

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/06/2010	BUKOWSKI, GEORGE	9161	016	City Of Chicago Police	$4,244.74
03/19/2012	BRYAN, STEPHEN	9161		City Of Chicago Police	$17,834.96
03/19/2012	BRYAN, STEPHEN	9161		City Of Chicago Police	$6.50
11/07/2011	BROWN JOHNSON, LOLITA	9161	022	City Of Chicago Police	$6.50
07/02/2011	BROCK, STEVEN	9161	022	City Of Chicago Police	$1,827.42
05/15/2011	BOROFF, JOSEPH	9161		City Of Chicago Police	$6.50
10/07/2010	BOGGAN, KIMBERLY	9161	011	City Of Chicago Police	$2,487.04
02/02/2011	BLOCK, JOHN	3286		City Of Chicago Police	$1,554.46
10/08/2011	BLAIR, SCOTT	9161		City Of Chicago Police	$8,108.94
09/11/2011	BERNICHIO, MICHAEL	9161		City Of Chicago Police	$25,227.35
02/03/2011	BARREZUETA, ANDRES	3286	020	City Of Chicago Police	$2,737.12
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6.50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6.50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$6.50
08/18/2010	BAKER, TAMMY	9161		City Of Chicago Police	$25,159.09
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$113.09
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6.50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$7.40
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$376.62
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$17.53
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6.50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$136.66
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$270.10
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6.88
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6.50
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$24.44
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$6.50
08/11/2012	ALVAREZ, JOSE	9161	010	City Of Chicago Police	$1,371.24
05/04/2012	ALEXE, ELENA	9161	020	City Of Chicago Police	$6.50

	Number	Amount
Total:	305	$329,106.12

	Number	Amount
Total:	418	$550,554.22

Third Party Orders.
(Each Amount Not To Exceed $1,000.00)

[Or2012-627]

Ordered, That the City Comptroller is authorized and directed to issue payments, each in an amount not to exceed $1,000.00, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or the 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 Number 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 the Fire Department and the payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937; 610-57-4415-0937; 740-57-4415-0937; 100-59-2005-0937; 610-59-4415-0937; and 740-59-4415-0937.

[Third party orders printed on pages 34848 through 34854 of this *Journal*.]

Third Party Orders.
(All Amounts)

[Or2012-630]

Ordered, That the City Comptroller is authorized and directed to issue payments in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such

(Continued on page 34855)

City Of Chicago

Police & Fire Third-Party Orders

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
Insured Name1: City Of Chicago Fire					
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$6.50
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$138.07
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$37.62
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$1.22
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$112.55
07/19/1982	Banks, Thomas S	F	00379	City Of Chicago Fire	$6.50
07/19/1982	Banks, Thomas S	F	00379	City Of Chicago Fire	$98.18
07/19/1982	Banks, Thomas S	F	00379	City Of Chicago Fire	$162.77
07/19/1982	Banks, Thomas S	F	00379	City Of Chicago Fire	$377.79
Claim Total: 9	Amount: $931.20				
Insured Name1: City Of Chicago Police					
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$6.50
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$600.00
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$493.53
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$6.50
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$6.50
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$0.61
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$5.98
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$50.56
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$6.50
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$126.69
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$27.51
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$6.50
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$6.50
02/21/2009	WARD, AARON			City Of Chicago Police	$532.67
02/21/2009	WARD, AARON			City Of Chicago Police	$6.50
02/21/2009	WARD, AARON			City Of Chicago Police	$0.99
01/20/2009	VIVERITO, VINCENT			City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
11/17/2006	Tripoli, Joseph	P	00025	City Of Chicago Police	$6.50
11/17/2006	Tripoli, Joseph	P	00025	City Of Chicago Police	$431.21
04/30/2004	Sershen, John D	P	00057	City Of Chicago Police	$11.63
04/30/2004	Sershen, John D	P	00057	City Of Chicago Police	$6.50
04/30/2004	Sershen, John D	P	00057	City Of Chicago Police	$6.50
04/30/2004	Sershen, John D	P	00057	City Of Chicago Police	$6.50
04/30/2004	Sershen, John D	P	00057	City Of Chicago Police	$78.63
04/30/2004	Sershen, John D	P	00057	City Of Chicago Police	$6.03
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$65.15
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$0.79
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$104.84
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$6.50
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$6.50
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$278.15
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$0.27
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$6.50
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$147.79
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$0.58
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$6.50
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$310.96
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$0.51
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$6.50
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$0.58
01/28/1998	Roszak, Rose M	P	00014	City Of Chicago Police	$147.33
01/28/1998	Roszak, Rose M	P	00014	City Of Chicago Police	$251.43
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$146.83
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6.50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$15.49
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$146.83
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6.50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$15.49
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$146.83

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6 50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$15 49
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$146 83
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6 50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$15 49
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$146 83
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6 50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$15 49
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$158 24
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6 50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$25 98
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$146 83
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6 50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$15.49
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$146 83
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6 50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$15 49
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$440.12
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$6 50
08/11/2003	Rodriguez, Juan	P	00013	City Of Chicago Police	$46 13
01/05/1996	Rivera, Sally A	P	00025	City Of Chicago Police	$454 82
12/16/2007	Prus-Bright, Elizbeta	P	00023	City Of Chicago Police	$168 28
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$0 75
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$600 00
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$6 50
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$6 50
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$9 99
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$6 50
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$59 44
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$5 85
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$6 50
11/25/1984	Overton, Susan P	P	00019	City Of Chicago Police	$5 39
11/25/1984	Overton, Susan P	P	00019	City Of Chicago Police	$73 61

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
02/24/1998	Oconnell Dennis L	P	00006	City Of Chicago Police	$6 50
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$549.96
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$6.50
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$6.65
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$6 50
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$104 84
02/24/1998	Oconnell Dennis L	P	00006	City Of Chicago Police	$257 22
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$479 91
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$103 64
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$798 43
07/15/1995	Manno, Samuel Jr	P	00025	City Of Chicago Police	$6.50
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$935.31
05/25/2009	MCMILLAN, RICHARD	9164		City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$2 98
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$150.67
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$3 86
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$167.63
07/26/2009	MCGUIRE KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$167 63
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$125 06
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$167.63
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$156.59
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$4.00
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$417.89
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$1 42

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$169.48
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$167.63
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$169.48
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$167.63
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$116.61
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$169.48
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$178.41
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$169.48
08/21/2003	Kilowski, Nicholas	P	00018	City Of Chicago Police	$358.36
08/21/2003	Kilowski, Nicholas	P	00018	City Of Chicago Police	$914.15
01/12/2003	Jenkins, Johnny B	P	00045	City Of Chicago Police	$6.50
01/12/2003	Jenkins, Johnny B	P	00045	City Of Chicago Police	$6.50
04/24/2001	James, Cheryl	P	00003	City Of Chicago Police	$608.95
01/28/2007	Houlihan, Daniel	P	00542	City Of Chicago Police	$6.50
01/28/2007	Houlihan, Daniel	P	00542	City Of Chicago Police	$6.50
10/07/1997	Holmes, Richard	P	00017	City Of Chicago Police	$23.61
10/07/1997	Holmes, Richard	P	00017	City Of Chicago Police	$5.20
07/02/2005	Haynes, Sherry	P	00603	City Of Chicago Police	$1.58
07/02/2005	Haynes, Sherry	P	00603	City Of Chicago Police	$6.50
07/02/2005	Haynes, Sherry	P	00603	City Of Chicago Police	$818.09
07/02/2005	Haynes, Sherry	P	00603	City Of Chicago Police	$216.30
07/02/2005	Haynes, Sherry	P	00603	City Of Chicago Police	$6.50
10/26/2009	HUDSON, ROBIN	9161		City Of Chicago Police	$6.50
10/26/2009	HUDSON, ROBIN	9161		City Of Chicago Police	$71.66
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$59.01
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$6.50
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$1.94

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$59.01
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$6.50
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$1.94
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$577.38
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$92.07
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$11.55
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$6 50
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$451 84
04/22/2006	Eigenbauer, Robert	P	00014	City Of Chicago Police	$6 50
04/22/2006	Eigenbauer, Robert	P	00014	City Of Chicago Police	$132.54
07/21/2007	Deraedt, Craig A	P	00016	City Of Chicago Police	$6.50
07/21/2007	Deraedt, Craig A	P	00016	City Of Chicago Police	$6.50
07/21/2007	Deraedt, Craig A	P	00016	City Of Chicago Police	$104.84
07/01/2001	Delrio, Gonzalo	P	00765	City Of Chicago Police	$6 50
07/01/2001	Delrio, Gonzalo	P	00765	City Of Chicago Police	$84 41
08/27/2003	Dahms, David	P	00023	City Of Chicago Police	$142 24
08/27/2003	Dahms, David	P	00023	City Of Chicago Police	$6.50
08/27/2003	Dahms, David	P	00023	City Of Chicago Police	$6.50
08/27/2003	Dahms, David	P	00023	City Of Chicago Police	$174 99
08/12/1996	Ciangi, Leonard F	P	00016	City Of Chicago Police	$80 00
08/12/1996	Ciangi, Leonard F	P	00016	City Of Chicago Police	$3.98
08/12/1996	Ciangi, Leonard F	P	00016	City Of Chicago Police	$6.50
04/13/1996	Chisholm-Dougan, Coleen L	P	00015	City Of Chicago Police	$32 39
03/16/2011	CHESTER, PAUL	3286		City Of Chicago Police	$1 21
03/16/2011	CHESTER, PAUL	3286		City Of Chicago Police	$99.67
05/06/2003	Buczko Lunk, Kelly	P	00012	City Of Chicago Police	$606.39
05/06/2003	Buczko-Lunk, Kelly	P	00012	City Of Chicago Police	$6 50
05/06/2003	Buczko-Lunk, Kelly	P	00012	City Of Chicago Police	$7 33
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$16.20
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$230 72
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6 60
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$162 15
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$17 34

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$6 50
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$4.05
12/12/2007	Bishop, Marilyn Y	P	00021	City Of Chicago Police	$6 50
12/12/2007	Bishop, Marilyn Y	P	00021	City Of Chicago Police	$116.51
12/12/2007	Bishop, Marilyn Y	P	00021	City Of Chicago Police	$6 50
12/12/2007	Bishop, Marilyn Y	P	00021	City Of Chicago Police	$1 62
12/12/2007	Bishop, Marilyn Y	P	00021	City Of Chicago Police	$6 50
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$493 90
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$211.32
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$162 25

Claim Total	Amount
192	$20,405.80

Claim Total	Amount
201	$21,337.00

(Continued from page 34847)

members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or the 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 Number 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 the Fire Department and the payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937; 610-57-4415-0937; 740-57-4415-0937; 100-59-2005-0937; 610-59-4415-0937; and 740-59-4415-0937.

[Third party orders printed on page 34856 of this *Journal*.]

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2012-631]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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

(Continued on page 34857)

City Of Chicago

Police & Fire Third-Party Orders

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
Insured Name1: City Of Chicago Police					
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$1,348.54
01/20/2009	VIVERITO, VINCENT			City Of Chicago Police	$1,201.19
03/05/1992	Simpson, Larry L	P	00132	City Of Chicago Police	$6.50
11/25/1984	Overton, Susan P	P	00019	City Of Chicago Police	$4,048.00
11/18/2007	Miceli, Mary	P	00018	City Of Chicago Police	$21.03
01/28/2007	Houlihan, Daniel	P	00542	City Of Chicago Police	$1,537.04
01/28/2007	Houlihan, Daniel	P	00542	City Of Chicago Police	$1,786.30
10/07/1997	Holmes, Richard	P	00017	City Of Chicago Police	$6.50
05/26/2008	Hayman, Philip H	P	00008	City Of Chicago Police	$2.30
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$1,289.21
09/05/1987	Crowley, James	P	00002	City Of Chicago Police	$15,243.63
09/05/1987	Crowley, James	P	00002	City Of Chicago Police	$4,265.32
07/23/2008	Clavijo, Paul	P	00023	City Of Chicago Police	$12.93
12/12/2007	Bishop, Marilyn Y	P	00021	City Of Chicago Police	$2,258.09

Claim Total	Amount
14	$33,026.58

Claim Total	Amount
14	$33,026.58

(Continued from page 34855)

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 as follows:

[List of claimants printed on page 34858
of this *Journal*.]

City Of Chicago

Journal Report for City Council GL Claims

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
EASTER	PEGGY	8455 S. VINCENNES	CHICAGO	IL	60620	05/03/2012	$1,275.00	Claimant	8235 S KERFOOT AND
EVANS	DONALD	9400 S MARTIN LUTHER KING DR	CHICAGO	IL	60619	06/24/2011	$800.00	Claimant	9400 S MLK
SAM	KEITH	8053 S. RICHMOND STREET	CHICAGO	IL	60652	09/20/2011	$952.31	Claimant	2451 S ASHLAND AVE
SCHNEI...	JUSTIN	2339 N. OAKLEY AVE	CHICAGO	IL	60647	04/22/2010	$1,317.29	Claimant	2352 W FULLERTON

	Number	Amount
Total of Split Items	4	$4,344.60

PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

[Or2012-632]

The Committee on Finance submitted the following report:

CHICAGO, October 3. 2012.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 100-99-4415-0939-0939:

[List of claimants printed on pages 34860 through 34865 of this *Journal*.]

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/03/2012

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR **********	
ABERDEEN OF RIVER WEST	8	ANNUAL	2009	600.00	WALTER BURNETT JR.	27
AINSLIE BELL CONDOMINIUM	12	ANNUAL	2009	900.00	AMEYA PAWAR	47
AMADEUS COURT CONDOMINIUM	2906	ANNUAL	2009	2,179.24	DEBRA SILVERSTEIN	50
ANDERSONVILLE MANOR CONDO	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
ANDERSONVILLE TOWNHOMES	12	ANNUAL	2009	900.00	PATRICK J O'CONNOR	40
ARCADIA PLACE CONDOMINIUMS	16	ANNUAL	2009	866.70	PATRICK J O'CONNOR	40
ARCHER PLACE CONDOMINIUMS	59	ANNUAL	2009	1,806.04	DANNY SOLIS	25
ARCHER D. TOWNHOMES	16	ANNUAL	2009	1,200.00	WILLIAM BURNS	04
ARCHER F-1 CONDO ASSOC.	6	ANNUAL	2009	450.00	WILLIAM BURNS	04
ARMITAGE KILDARE CONDOMINIUMS	12	ANNUAL	2009	900.00	ARIEL REBOYRAS	30
ART HOUSE CONDO ASSOC.	26	ANNUAL	2009	1,950.00	SCOTT WAGUESPACK	32
ARTHUR FRANCISCO CONDO	16	ANNUAL	2009	1,200.00	DEBRA SILVERSTEIN	50
ARTHURS COURT CONDO. ASSOC.	12	ANNUAL	2009	900.00	PATRICK J O'CONNOR	40
ASPEN PLACE CONDO ASSOC.	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
BALMORAL ON PAULINA CONDO.	17	ANNUAL	2009	1,275.00	PATRICK J O'CONNOR	40
BARRY AVENUE TOWNHOUSES	12	ANNUAL	2009	900.00	THOMAS TUNNEY	44
BELLA FIORE CONDOMINIUMS	24	ANNUAL	2009	1,800.00	JOE MOORE	49
BERNARD COURT CONDOMINIUM	24	ANNUAL	2009	1,800.00	RICHARD F. MELL	33
BERWYN STATION CONDO ASSOC.	31	ANNUAL	2009	2,325.00	HARRY OSTERMAN	48
BERWYN WINTHROP CONDO. ASSOC.	25	ANNUAL	2009	1,875.00	HARRY OSTERMAN	48
BICYCLE STATION TOWNHOMES	10	ANNUAL	2009	750.00	ROBERT FIORETTI	02
BIRCH TREE MANOR CONDO ASSN.#3	18	ANNUAL	2009	1,350.00	MARY O'CONNOR	41
BIRCHWOOD BEACH CONDO ASSN.	28	ANNUAL	2009	2,100.00	JOE MOORE	49
BOSWORTH MANOR CONDO. ASSN.	9	ANNUAL	2009	675.00	THOMAS TUNNEY	44
BRANDON SHORES CONDO ASSOC.	56	ANNUAL	2009	4,200.00	HARRY OSTERMAN	48
BRIDGEVIEW GARDENS CONDOMINIUM	12	ANNUAL	2009	900.00	MARY O'CONNOR	41
BRONZEVILLE LOFTS CONDO ASSOC.	42	ANNUAL	2009	3,150.00	ROBERT FIORETTI	02
BURNA TERRACE CONDO ASSN.	19	ANNUAL	2009	1,425.00	JAMES CAPPLEMAN	46
BURNAFFY CONDOMINIUM ASSOC.	16	ANNUAL	2009	1,200.00	SCOTT WAGUESPACK	32
BURNHAM STATION II CONDOMINIUM	22	ANNUAL	2009	1,650.00	PAT DOWELL	03
BYRON COURTS CONDOMINIUMS	18	ANNUAL	2009	1,350.00	JOHN ARENA	45
CARMEN MANOR CONDOMINIUM ASSN.	15	ANNUAL	2009	1,125.00	JAMES CAPPLEMAN	46
CAROUSEL COOK. CONDO ASSOC	30	ANNUAL	2009	2,250.00	JOHN ARENA	45
CATALPA GARDENS CONDO ASSN.	1263	ANNUAL	2009	10,766.52	HARRY OSTERMAN	48
CCHC-COVENANTAL COMUNITY	22	ANNUAL	2009	1,650.00	WILLIE COCHRAN	20
CHAPPEL COURT CONDO ASSOC	14	ANNUAL	2009	1,050.00	LESLIE HAIRSTON	05
CHASELAND CONDOMINIUM ASSOC.	27	ANNUAL	2009	2,025.00	JOE MOORE	49
CHEVALIER CONDOMINIUM ASSOC	20	ANNUAL	2009	1,500.00	MARY O'CONNOR	41
COMMONWEALTH HISTORIC HOA	37	ANNUAL	2009	2,775.00	ROBERT FIORETTI	02
CONCORD SHEFFIELD CONDO ASSOC	7	ANNUAL	2009	525.00	SCOTT WAGUESPACK	32
CORBEL SQUARE CONDOMINIUM ASSN	20	ANNUAL	2009	1,500.00	HARRY OSTERMAN	48
CORNELL VILLAGE TOWNHOUSE ASSN	18	ANNUAL	2009	1,350.00	WILLIAM BURNS	04
CRANDON HALL CONDOMINIUM	32	ANNUAL	2009	2,400.00	LESLIE HAIRSTON	05
DEARBORN TOWER CONDO ASSOC.	317	ANNUAL	2009	19,496.13	PAT DOWELL	03
DEARBORN VILLAGE V	18	ANNUAL	2009	1,350.00	DANNY SOLIS	25

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/04/2012

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ********	
DELAWARE PLACE CONDO ASSOC.	16	ANNUAL	2009	1,200.00	BRENDAN REILLY	42
DENIPER CONDO ASSN	38	ANNUAL	2009	2,850.00	HARRY OSTERMAN	48
EDGEWATER CROSSING CONDO ASSN	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
ELMDALE COMMONS CONDOMINIM	20	ANNUAL	2009	1,500.00	HARRY OSTERMAN	48
EMERALD CONDOMINIUM ASSOC	2130	ANNUAL	2009	15,975.00	WALTER BURNETT JR.	27
ENCLAVE AT GALEWOOD CROSSING	168	ANNUAL	2009	12,600.00	EMMA MITTS	37
ESTATES ON GUNNISON CONDO.	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
ETHEL CONDO. ASSOCIATION	7	ANNUAL	2009	525.00	WILLIAM BURNS	04
FACTORY CONDOMINIUM ASSN.	11	ANNUAL	2009	825.00	MICHELE SMITH	43
FARWELL PLACE CONDO. ASSOC	12	ANNUAL	2009	900.00	JOE MOORE	49
FILMWORKS II CONDOMINIUM ASSOC	16	ANNUAL	2009	1,200.00	ROBERT FIORETTI	02
FOSTER MAGNOLIA CONDO. ASSN.	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
FOUR CORNERS IV CONDO.ASSN.	18	ANNUAL	2009	1,350.00	WILLIAM BURNS	04
FRANCISCO MANOR CONDO ASSOC.	15	ANNUAL	2009	1,125.00	RICHARD F. MELL	33
FREMONT LANE CONDOMINIUM ASSN.	6	ANNUAL	2009	450.00	MICHELE SMITH	43
FRIENDLY VILLAGE #4 CONDO	18	ANNUAL	2009	1,350.00	MARY O'CONNOR	41
FULLERTON KEDZIE CONDO ASSOC.	28	ANNUAL	2009	2,100.00	REY COLON	35
FULTON PLACE CONDO ASSN	158	ANNUAL	2009	6,413.39	WALTER BURNETT JR.	27
GALEWOOD NORTH CONDOMINIUMS	12	ANNUAL	2009	900.00	NICHOLAS SPOSATO	36
GILL PARK COOPERATIVE	240	ANNUAL	2009	17,889.90	JAMES CAPPLEMAN	46
GLENROSE CONDOMINIUM	12	ANNUAL	2009	900.00	HARRY OSTERMAN	48
GLENWOOD BRYN MAWR CONDO.	24	ANNUAL	2009	1,800.00	HARRY OSTERMAN	48
GLENWOOD CROSSING CONDO	9	ANNUAL	2009	675.00	HARRY OSTERMAN	48
GRACEFIELD CONDOS	15	ANNUAL	2009	1,125.00	AMEYA PAWAR	47
GRACELAND WEST CONDO ASSOC.	14	ANNUAL	2009	1,050.00	AMEYA PAWAR	47
GREENVIEW POINT CONDO. ASSN.	15	ANNUAL	2009	1,125.00	SCOTT WAGUESPACK	32
GREENVIEW-WEST CONDO ASSOC.	19	ANNUAL	2009	1,425.00	PATRICK J O'CONNOR	40
GREENWAY COURT CONDO. ASSN.	25	ANNUAL	2009	1,875.00	LESLIE HAIRSTON	05
GREENWOOD COURT CONDO. ASSN.	12	ANNUAL	2009	1,650.00	WILLIAM BURNS	04
GREENWOOD VILLAGE CONDO ASSOC.	48	ANNUAL	2010	3,600.00	MATTHEW O'SHEA	19
GUNNISON POINT CONDO ASSOC	32	ANNUAL	2009	2,400.00	JOHN ARENA	45
HAMILTON CONDOMINIUM ASSOC.	9	ANNUAL	2009	675.00	DEBRA SILVERSTEIN	50
HEARTHSTONE PLACE CONDOMINIUMS	16	ANNUAL	2009	1,200.00	WILLIAM BURNS	04
HEMINGWAY HOUSE CONDO. ASSN	280	ANNUAL	2009	21,000.00	MICHELE SMITH	43
HENDERSON SQUARE CONDO ASSN.	47	ANNUAL	2009	3,525.00	THOMAS TUNNEY	44
HERITAGE CONDOMINIUMS	18	ANNUAL	2009	1,350.00	JOHN ARENA	45
HIGGINS-POINTE CONDO.ASSOC.	20	ANNUAL	2009	1,500.00	JOHN ARENA	45
HYDE PARK BLVD. CONDO. ASSN.	15	ANNUAL	2009	1,125.00	WILLIAM BURNS	04
INGLESIDE CONDO ASSOC.	12	ANNUAL	2005	900.00	WILLIAM BURNS	04
INGLESIDE PLACE CONDO ASSC.	6	ANNUAL	2005	450.00	WILLIAM BURNS	04
JEFFERSONIAN CONDOMINIUM ASSOC	12	ANNUAL	2009	900.00	JOHN ARENA	45
KARAKACHAN COND. ASSOC.	23	ANNUAL	2009	1,725.00	REY COLON	35
KATHERINE CONDO BLDG.ASSOC.	6	ANNUAL	2009	450.00	MARY O'CONNOR	41
KOEGER COURT CONDO. ASSN.	18	ANNUAL	2009	1,350.00	TIMOTHY COLLERTON	38
KEYSTONE GARDENS #1 CONDO.ASSN	24	ANNUAL	2009	1,800.00	MARGARET LAURINO	39

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REVISED REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/03/2012

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ********	
KINMARK CROSSING CONDO. ASSN.	22	ANNUAL	2009	2,100.00	WILLIAM BURNS	04
LAKESIDE LOFTS CONDOMINIUMS	55	ANNUAL	2009	6,020.15	ROBERT FIORETTI	02
LAKEVIEW COMMONS TOWNHOMES	30	ANNUAL	2009	2,250.00	SCOTT WAGUESPACK	32
LAKEVIEW STATION CONDO ASSOC	31	ANNUAL	2009	2,475.00	THOMAS TUNNEY	44
LOFTS ON THE PARK CONDO.ASSOC.	18	ANNUAL	2009	1,350.00	MICHELE SMITH	43
LOFTS STREET CONDO. ASSOC.	19	ANNUAL	2009	1,425.00	MICHELE SMITH	43
LAKSHORE CONDO.ASS'N.,PHASE II	12	ANNUAL	2009	900.00	MICHAEL R. ZALEWSKI	23
LOFTS AT THE VIC CONDOMINIUMS	54	ANNUAL	2009	4,050.00	THOMAS TUNNEY	44
LOYOLA BEACH CONDO.ASSOC.	16	ANNUAL	2009	1,200.00	JOE MOORE	49
LUNT GARDENS CONDO ASSOC.	26	ANNUAL	2009	1,950.00	DEBRA SILVERSTEIN	50
MADISON CLUB CONDOMINIUM ASSOC	56	ANNUAL	2009	4,200.00	ROBERT FIORETTI	02
MADISON MANOR CONDO ASSOC.	18	ANNUAL	2009	1,350.00	WALTER BURNETT JR.	27
MANRESA CONDOMINIUM ASSOC.	27	ANNUAL	2009	2,025.00	JOE MOORE	49
MARGATE TERRACE CONDO ASSN.	38	ANNUAL	2009	2,850.00	HARRY OSTERMAN	48
MASON MANOR CONDOMINIUM	24	ANNUAL	2009	1,800.00	DEBORAH GRAHAM	29
MASON MANOR CONDOMINIUM	35	ANNUAL	2009	2,625.00	MARY O'CONNOR	41
MAYFAIR COURT CONDO. ASSOC.	18	ANNUAL	2009	1,350.00	JOHN ARENA	45
METRO NORTH CONDOMINIUM ASSOC.	44	ANNUAL	2009	3,300.00	AMEYA PAWAR	47
METROPOLITAN CLUB CONDO.	16	ANNUAL	2009	1,200.00	PAT DOWELL	03
METROPOLITAN PLACE CONDO	131	ANNUAL	2009	9,810.56	ROBERT FIORETTI	02
MICHIGAN BUILDING CORPORATION	21	ANNUAL	2009	1,575.00	BRENDAN REILLY	42
MOZART COURT CONDOMINIUM ASSOC	32	ANNUAL	2009	2,400.00	RICHARD F. MELL	33
NORTH TOWN VILLAGE CONDO.ASSN	145	ANNUAL	2009	10,875.00	WALTER BURNETT JR.	27
NORTHWEST POINT CONDO ASS'N	42	ANNUAL	2009	3,150.00	MARY O'CONNOR	41
NORWOOD PLACE CONDOMINIUM ASSN	9	ANNUAL	2009	675.00	MARY O'CONNOR	41
OAKLEY MANOR CONDOMINIUM	15	ANNUAL	2009	1,125.00	AMEYA PAWAR	47
PAPER PLACE LOFTOMINIUMS	107	ANNUAL	2009	8,025.00	ROBERT FIORETTI	02
PARK LINCOLN CONDOMINIUM	9	ANNUAL	2009	675.00	MICHELE SMITH	43
PARK PLACE CONDOMINIUMS	25	ANNUAL	2009	1,875.00	RICHARD F. MELL	33
PARK 1500 LOFTS.CONDO., ASSOC.	326	ANNUAL	2009	24,450.00	ROBERT FIORETTI	02
PARKVIEW ON MICHIGAN	8	ANNUAL	2009	600.00	ROBERT FIORETTI	02
PENSICOLA PLACE	16	ANNUAL	2009	1,200.00	RICHARD F. MELL	33
PLAZA 32 CONDO ASSOCIATION	129	ANNUAL	2009	9,675.00	THOMAS TUNNEY	44
PRINTERS SQUARE CONDO. ASSOC.	355	ANNUAL	2009	22,108.93	ROBERT FIORETTI	02
RAVEN PLACE CONDOMINIUM ASSN.	34	ANNUAL	2009	2,550.00	MARY O'CONNOR	41
RAVENSWOOD COURT CONDO. ASS N.	28	ANNUAL	2009	2,100.00	AMEYA PAWAR	47
REGENCY BALMORAL CONDO ASSOC.	25	ANNUAL	2009	1,875.00	HARRY OSTERMAN	48
RELIABLE LOFTS CONDO. ASSOC.	10	ANNUAL	2009	750.00	SCOTT WAGUESPACK	32
RIDGEWOOD FLATS CONDO. ASSOC.	20	ANNUAL	2009	1,500.00	HARRY OSTERMAN	48
RINASCITA ARCHITETTI CONDO	8	ANNUAL	2009	600.00	SCOTT WAGUESPACK	32
RIVER BANKS LOFTS CONDO.ASSOC.	131	ANNUAL	2009	9,825.00	BRENDAN REILLY	42
RIVER PARK CONDO ASSOCIATION	9	ANNUAL	2009	675.00	RICHARD F. MELL	33
RIVERVIEW ON BELMONT CONDO	32	ANNUAL	2009	2,400.00	RICHARD F. MELL	33
ROSEDALE CONDOMINIUM ASSN.	14	ANNUAL	2009	1,050.00	JOHN ARENA	45
ROSEDALE CONDOMINIUM ASSN.	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/03/2012

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR **********	
ROSEMONT APARTMENTS CONDO.	36	ANNUAL	2009	2,700.00	DEBRA SILVERSTEIN	50
SACRAMENTO GARDENS CONDO ASSN	70	ANNUAL	2009	1,650.00	RICHARD F. MELL	33
SAINT LOUIS COURT CONDOMINIUMS	13	ANNUAL	2009	400.00	RICHARD F. MELL	33
SHAKESPEARE ON THE PARK	14	ANNUAL	2009	1,050.00	SCOTT WAGUESPACK	32
SHERIDAN GARDENS CONDO. ASSOC.	42	ANNUAL	2009	3,150.00	JAMES CAPPLEMAN	46
SHERIDAN-AINSLIE CONDO ASSN.	13	ANNUAL	2009	975.00	JAMES CAPPLEMAN	46
SKYBRIDGE CONDOMINIUM ASSOC.	223	ANNUAL	2009	16,725.00	WALTER BURNETT JR.	27
STAR CONDOMINIUM ASSOCIATION	24	ANNUAL	2009	1,800.00	PAT DOWELL	03
STRATFORD CONDOMINIUM	12	ANNUAL	2009	900.00	WILLIAM BURNS	04
SURF-CAMBRIDGE CONDO ASSC.	19	ANNUAL	2009	1,425.00	THOMAS TUNNEY	44
TANNERY LOFTS CONDOMINIUMS	18	ANNUAL	2009	1,350.00	SCOTT WAGUESPACK	32
TERRACE VIEW CONDO. ASSOC.	20	ANNUAL	2009	1,500.00	JAMES CAPPLEMAN	46
THE ANCHOR CONDOMINIUMS	12	ANNUAL	2009	900.00	PATRICK J O'CONNOR	40
THE CASTLE CONDO ASSOCIATION	17	ANNUAL	2009	1,275.00	JOE MOORE	49
THE COBBLEFIELD CONDO ASSOC.	7	ANNUAL	2009	525.00	REY COLON	35
THE LOFTWORKS ON MICHIGAN	39	ANNUAL	2009	2,925.00	ROBERT FIORETTI	02
THE PINNACLE CONDOMINIUM ASSN.	211	ANNUAL	2009	14,413.08	BRENDAN REILLY	42
THE TOWER RESIDENCES CONDO	286	ANNUAL	2009	16,370.80	ROBERT FIORETTI	02
THE WALCOTT AND NEWPORT CONDO	15	ANNUAL	2009	1,125.00	SCOTT WAGUESPACK	32
THE WOODLAWN CONDOMINIUM ASSN.	12	ANNUAL	2009	900.00	WILLIAM BURNS	04
THORNDALE BEACH NORTH CONDO	191	ANNUAL	2009	11,325.00	HARRY OSTERMAN	48
THORNDALE EAST CONDO. ASSN.	13	ANNUAL	2009	975.00	HARRY OSTERMAN	48
TWIN GABLES CONDOMINIUM ASSN.	20	ANNUAL	2009	1,500.00	DEBRA SILVERSTEIN	50
UNIVERSITY CENTER CONDOS	23	ANNUAL	2009	1,725.00	WILLIE COCHRAN	20
UNIVERSITY CROSSING CONDO ASSN	22	ANNUAL	2009	1,650.00	WILLIE COCHRAN	20
VANGUARD LOFTS CONDOMINIUM	100	ANNUAL	2009	7,500.00	JOE MORENO	01
VIEWS OF SHERIDAN	46	ANNUAL	2009	3,012.40	JAMES CAPPLEMAN	46
VINES OF RAVENSWOOD	12	ANNUAL	2009	900.00	RICHARD F. MELL	33
WAYNE WAY CONDO ASSOCIATION	28	ANNUAL	2009	2,100.00	JOE MOORE	49
WEBSTER STREET COMMONS CONDO.	8	ANNUAL	2009	600.00	MICHELE SMITH	43
WELLINGTON MANOR CONDO. ASSN.	12	ANNUAL	2009	900.00	THOMAS TUNNEY	44
WELLINGTON TERRACE CONDOMINIUM	48	ANNUAL	2009	3,600.00	THOMAS TUNNEY	44
WEST ARMITAGE PLACE CONDO ASSN	12	ANNUAL	2009	900.00	SCOTT WAGUESPACK	32
WEST WELLINGTON CONDO ASSOC.	6	ANNUAL	2009	450.00	THOMAS TUNNEY	44
WILLIAMSBURG CONDOMINIUM	18	ANNUAL	2009	1,350.00	MARY O'CONNOR	41
WILLIAMSBURG GARDEN HOMEOWNERS	16	ANNUAL	2009	1,200.00	MICHELE SMITH	43
WILTON SCHUBERT CONDO ASSN.	24	ANNUAL	2009	1,800.00	MICHELE SMITH	43
1009 N. OAKLEY ASSOC.	15	ANNUAL	2009	1,125.00	SCOTT WAGUESPACK	32
11 N.GREEN CONDO.ASSOC.	12	ANNUAL	2009	900.00	WALTER BURNETT JR.	27
111 E.CHESTNUT CONDO. ASS'N	444	ANNUAL	2009	22,717.48	BRENDAN REILLY	42
1111 W. MADISON ST. CONDO ASSN	22	ANNUAL	2009	1,650.00	JAMES CAPPLEMAN	46
1234 N. DEARBORN CONDO. ASSOC.	6	ANNUAL	2009	450.00	BRENDAN REILLY	42
1235-45 ASTOR STREET BUILDING	9	ANNUAL	2009	675.00	MICHELE SMITH	43
1242-1244 WEST ALBION CONDO	8	ANNUAL	2009	600.00	JOE MOORE	49
1421-23 W. ALBION CONDO ASSOC	7	ANNUAL	2009	450.00	PATRICK J O'CONNOR	40

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/03/2012

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
1328-1330 W. RUMDALE CONDO	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
2148-50 HYDE PK.CONDO ASSOC.	6	ANNUAL	2009	450.00	WILLIAM BURNS	04
1427-29 N. DEARBORN CONDO	8	ANNUAL	2009	600.00	BRENDAN REILLY	42
1445 N. WELLS CONDO ASSOC	4870	ANNUAL	2009	1,213.55	MICHELE SMITH	43
25TH STREET LOFTS CONDO. ASSN.	78	ANNUAL	2009	5,850.00	PAT DOWELL	03
1503 09 N. MOHAWK CONDO ASSN	8	ANNUAL	2009	600.00	MICHELE SMITH	43
1523-27 N. CLEVELAND CONDO.	8	ANNUAL	2009	600.00	MICHELE SMITH	43
1542 46 W. SHERWIN CONDOMINIUM	17	ANNUAL	2009	2,025.00	JOE MOORE	49
1658 W. BELMONT CONDO ASSN.	6	ANNUAL	2009	600.00	SCOTT WAGUESPACK	32
1754-56 W. WALLEN CONDO. ASSN.	6	ANNUAL	2009	450.00	JOE MOORE	49
1819 S. MICHIGAN AVE CONDO	94	ANNUAL	2009	7,050.00	ROBERT FIORETTI	02
2130 W. BELMONT CONDOMINIUMS	12	ANNUAL	2009	900.00	SCOTT WAGUESPACK	32
2300 W. ST. PAUL CONDO ASSOC.	90	ANNUAL	2009	4,459.88	JOE MORENO	01
257 EAST DELAWARE CONDO.	16	ANNUAL	2009	1,200.00	BRENDAN REILLY	42
2629 HAMPDEN COURT CONDO ASSN.	67	ANNUAL	2009	5,025.00	MICHELE SMITH	43
2671 N. LINCOLN CONDO. ASSOC.	9	ANNUAL	2009	675.00	SCOTT WAGUESPACK	32
2814 N. SHEFFIELD CONDO ASSOC	8	ANNUAL	2009	600.00	THOMAS TUNNEY	44
3049-52 W. EASTWOOD CONDO	8	ANNUAL	2009	600.00	RICHARD F. MELL	33
3240 W. WASHINGTON CONDO	4	ANNUAL	2009	300.00	JASON ERVIN	28
3201 N. RIDGEWAY CONDO. ASSN.	12	ANNUAL	2009	900.00	ARIEL REBOYRAS	30
3420-32 N. ASHLAND CONDO ASSN	8	ANNUAL	2009	600.00	SCOTT WAGUESPACK	32
3502-07 W. WILSON CONDO.ASSOC	12	ANNUAL	2009	900.00	RICHARD F. MELL	33
3721 25 N. SHEFFIELD CONDO	14	ANNUAL	2009	1,050.00	THOMAS TUNNEY	44
3804 N. HARLEM AVENUE CONDO.	6	ANNUAL	2009	450.00	TIMOTHY CULLERTON	38
3821 N. NARRAGANSETT CONDO.	9	ANNUAL	2009	675.00	TIMOTHY CULLERTON	38
3844 N. ASHLAND CONDO ASSOC.	18	ANNUAL	2009	1,350.00	AMEYA PAWAR	47
40 EAST CEDAR CONDO ASSOC.	75	ANNUAL	2009	5,625.00	BRENDAN REILLY	42
401 E. ONTARIO CONDO ASSOC.	392	ANNUAL	2009	12,955.05	BRENDAN REILLY	42
4036 W. 87TH ST.CONDO. ASSOC	6	ANNUAL	2009	450.00	LONA LANE	18
4200 N. MARINE DRIVE CONDO.	65	ANNUAL	2009	3,574.82	JAMES CAPPLEMAN	46
4416 N. HARDING CONDO. ASSOC.	9	ANNUAL	2009	675.00	MARGARET LAURINO	39
4946 48 S. INDIANA CONDOMINIUM	8	ANNUAL	2009	600.00	PAT DOWELL	03
4600 N. CUMBERLAND CONDO ASSN.	84	ANNUAL	2009	4,364.25	NICHOLAS SPOSATO	36
4727 NORTH MONTICELLO CONDO	4	ANNUAL	2009	300.00	RICHARD F. MELL	33
4927 N. DAMEN CONDO. ASSOC.	15	ANNUAL	2009	1,125.00	AMEYA PAWAR	47
4960 N. WESTERN CONDOS	8	ANNUAL	2009	600.00	AMEYA PAWAR	47
5001-07 S. DORCHESTER CONDO.	6	ANNUAL	2009	450.00	WILLIAM BURNS	04
5123-25 N. WINTHROP CONDO.ASSN	7	ANNUAL	2009	525.00	HARRY OSTERMAN	48
515 NOBLE LOFTS CONDO ASSN.	67	ANNUAL	2009	5,025.00	WALTER BURNETT JR.	27
5219 N. OAKVIEW CONDO. ASSN.	7	ANNUAL	2009	525.00	MARY O'CONNOR	41
5244-46 N. KENMORE CONDO. ASSN	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
537-545 W. ROSCOE CONDO ASSN.	26	ANNUAL	2009	1,931.50	THOMAS TUNNEY	44
54TH STREET CONDO. ASS'N.	12	ANNUAL	2009	900.00	WILLIAM BURNS	04
5406 HARPER CONDO. ASS'N.	15	ANNUAL	2009	1,125.00	WILLIAM BURNS	04
5429 S. MASSASOIT CONDO. ASSN.	9	ANNUAL	2009	675.00	MICHAEL R. ZALEWSKI	23

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/03/2012

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR **********	
5437-39 SOUTH CORNELL CONDO.	6	ANNUAL	2009	450.00	LESLIE HAIRSTON	05
5452 50 N. PENMORE CONDO.ASSN	10	ANNUAL	2009	750.00	HARRY OSTERMAN	48
5460 WOODLAWN BUILDING CORP.	37	ANNUAL	2009	2,775.00	WILLIAM BURNS	04
5485-89 CORNELL AVENUE CONDO.	9	ANNUAL	2009	675.00	LESLIE HAIRSTON	05
550 N. ST. CLAIR CONDO ASSOC.	99	ANNUAL	2009	7,425.00	BRENDAN REILLY	42
5544 W.HIGGINS CONDO.ASSOC.	8	ANNUAL	2009	600.00	JOHN ARENA	45
5556 N. SHERIDAN RD CONDOS	39	ANNUAL	2009	2,302.52	HARRY OSTERMAN	48
5611-13 N. WINTHROP CONDO ASSN	8	ANNUAL	2009	600.00	HARRY OSTERMAN	48
5637 CONDOMINIUM ASSOCIATION	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
5901 N. ARTESIAN CONDO ASSOC.	15	ANNUAL	2009	1,125.00	PATRICK J O'CONNOR	40
6200 S. EVANS CONDOMINIUM ASSN	27	ANNUAL	2009	2,025.00	WILLIE COCHRAN	20
6247-49 N. GLENWOOD CONDO.ASSN	6	ANNUAL	2009	450.00	HARRY OSTERMAN	48
630 N. FRANKLIN CONDO. ASSOC.	134	ANNUAL	2009	10,004.06	BRENDAN REILLY	42
6333 N. MILWAUKEE AVE. CONDO	20	ANNUAL	2009	1,500.00	JOHN ARENA	45
644 MELROSE CONDOMINIUM	6	ANNUAL	2009	450.00	THOMAS TUNNEY	44
651 W. SHERIDAN CONDO. ASSN.	34	ANNUAL	2009	1,344.49	JAMES CAPPLEMAN	46
6710 WEST 64TH PLACE CORP.	6	ANNUAL	2009	450.00	MICHAEL R. ZALEWSKI	23
6847-49 NORTH OLMSTED CONDO.	9	ANNUAL	2009	675.00	MARY O'CONNOR	41
7001-09 W. ALTGELD CONDO ASSOC	8	ANNUAL	2009	600.00	NICHOLAS SPOSATO	36
701 JACKSON CONDO.ASSOC.	45	ANNUAL	2009	3,375.00	ROBERT FIORETTI	02
701-703 W. BITTERSWEET CONDO	6	ANNUAL	2009	450.00	BRENDAN REILLY	42
7019 W. MEDILL CONDOS	8	ANNUAL	2009	450.00	NICHOLAS SPOSATO	36
7039 W. GRAND AVE. CONDOS	12	ANNUAL	2009	900.00	NICHOLAS SPOSATO	36
7939-41 SOUTH STATE CONDO	10	ANNUAL	2009	750.00	RODERICK SAWYER	06
800 W. CORNELIA CONDO ASSOC.	25	ANNUAL	2009	1,875.00	THOMAS TUNNEY	44
8529 W. CATALPA CONDO. ASSN.	6	ANNUAL	2009	450.00	MARY O'CONNOR	41

** GRAND TOTAL AMOUNT ** 652,196.44 ** GRAND TOTAL NUMBER ** 251

PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

[Or2012-633]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

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 sewer rebate claims, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 314-99-4415-9148-0938:

[List of claimants printed on pages 34867 through 34871 of this *Journal*.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ADAMS, HARRIET	20-11-206-038-0000	04 BURNS	50.00
AGER, DARLENE A	14-16-301-041-1057	46 CAPPLEMAN	50.00
AHN, SOONAE	13-10-200-026-1100	39 LAURINO	50.00
ALEXANDER, LOUIS	20-11-401-044-1001	04 BURNS	50.00
ALLAN, MARY F	17-03-215-013-1404	42 REILLY	50.00
ALLOCCO, BLANCA L	17-04-218-048-1056	42 REILLY	50.00
ALPER, HOWARD	17-03-226-046-1162	42 REILLY	50.00
ANDERSON, DORIS T	17-03-208-027-0000	42 REILLY	50.00
ARSAN, ALTAN	17-03-204-063-1135	42 REILLY	50.00
ARVIA, CARMEL A	17-09-114-016-1047	42 REILLY	50.00
ASH, JOSEPH	17-04-424-061-1259	42 REILLY	50.00
BAJURCZAK, MARIA	13-08-425-157-1006	45 ARENA	50.00
BAKER, PAUL L	14-17-407-053-1009	46 CAPPLEMAN	50.00
BARNES,JR , WALTER T.	14-21-111-007-1624	46 CAPPLEMAN	50.00
BARRICA, JOSEPH I.	17-04-216-064-1546	42 REILLY	50.00
BAYONA, NIDA	14 18 323 012 1074	47 PAWAR	50.00
BEACH, JOHN R	17-04-441-026-1040	42 REILLY	50.00
BEAR, WALTER T	14-21-101-034-1323	46 CAPPLEMAN	50.00
BEECHAM, ANNIE	14-08-203-015-1041	48 OSTERMAN	50.00
BEHR, ELSA	17-10-200-065-1041	42 REILLY	50.00
BENKER, NATALIE A.	13-08-213-066-1001	45 ARENA	50.00
BIRENBERG, JANE	14-28-202-016-1046	44 TUNNEY	50.00
BORISOF, HARVEY	17-10-208-014-1164	42 REILLY	50.00
BOROWIEC, MARIANNA	13-16-110-048-1009	45 ARENA	50.00
BRADLEY, RUTH Z	17-03-202-063-1032	42 REILLY	50.00
BRITTENUM, WILLIE B	20-34-413-024-0000	06 SAWYER	50.00
BROWN, JACK P.	17-17-206-014-1002	02 FIORETTI	50.00
BROWN, JANICE	17-10-211-024-1100	42 REILLY	50.00
BRYLA, JUDITH B.	17-04-208-031-1033	42 REILLY	50.00
BUEHRER, DORIS A	14-16-303-035-1239	46 CAPPLEMAN	50.00
BUTTRO, ROBERT D	17-09-410-014-1736	42 REILLY	50.00
CAMPOS, MARLENE L.	14-21-110-020-1347	46 CAPPLEMAN	50.00
CANDEL, ELISA	17-10-106-014-1102	42 REILLY	50.00
CAREY, JOAN T.	17-10-200-065-1241	42 REILLY	50.00
CAREY, WILLIAM E.	17-10-400-032-1887	42 REILLY	50.00
CARMEN, AURORA O.	17-10-203-027-1032	42 REILLY	50.00
CARTER, SHIRLEY A.	20-12-106-006-0000	04 BURNS	50.00
CAVICO, FRANK J.	19-27-401-038-1098	13 QUINN	50.00
CEJA, JOSEPH N.	17-10-401-005-1733 *	42 REILLY	50.00
CHIN, CHEE S.	12-12-202-087-1028	41 O'CONNOR	50.00
CLOUSING, RUSSELL	17-09-444-024-1101	42 REILLY	50.00
COAN, RICHARD M.	17-15-307-036-1212	02 FIORETTI	50.00
COLLOPY, BARTHOLOMEW	17-03-202-063-1003	42 REILLY	50.00
COOGAN, MARGARET M.	14-21-111-007-1113	46 CAPPLEMAN	50.00
COUPLAND, KATHLEEN E	17-04-222-062-1047	42 REILLY	50.00
COURTNEY, MARY A.	14-08-203-001-0000	48 OSTERMAN	50.00
CRANEK, RICHARD A.	13-18-409-074-1099	38 CULLERTON	50.00
DAN, LOIS M.	14-05-210-025-1037	48 OSTERMAN	50.00
DAVIS, LESTER W.	14-05-215-017-1373	48 OSTERMAN	50.00
DEEB, PATRICIA E	17-10-122-025-1183	42 REILLY	50.00
DICKSON, BETTY	20-14-202-076-1410	05 HAIRSTON	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER BACKUP JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
CONNOR, DOUGLAS	17-10-318-031-1042	42 REILLY	50.00
CONRAD, IRENE	13-16-122-045-1004	45 ARENA	50.00
COYLE, MARY K.	17-10-401-005-1122	42 REILLY	50.00
COYLE, PHILIP L.	14-28-322-015-0000	42 REILLY	50.00
CROWLEY, ROBERT F.	17-04-424-053-1545	42 REILLY	50.00
CRITSCHFIELD, MICHAEL E.	17-03-202-069-1030	42 REILLY	50.00
CUSHAS, CATHERINE	14-16-300-032-1417	46 CAPPLEMAN	50.00
EDWARDS, LESLIE	14-33-423-046-1224	42 REILLY	50.00
EHRLICH, ARLENE T	17-03-202-063-1155	42 REILLY	50.00
EICHENOLD, KENNETH G	17-03-204-064-1036	42 REILLY	50.00
EMMERICK, MARY B.	14-21-307-047-1151	44 TUNNEY	50.00
ERICSON, MARGARET	17-04-207-086-1224	42 REILLY	50.00
FEINBERG, SUSAN	17-10-400-013-1075	42 REILLY	50.00
FELLMAN, SANDRA	14-16-304-039-1107	46 CAPPLEMAN	50.00
FISCHBACH, CHARLES P.	17-04-412-028-1168	42 REILLY	50.00
FLEISCHER, RELAINE TOBEY	14-05-211-021-1135	48 OSTERMAN	50.00
FLOOD, WILLIAM L.	17-03-202-068-1036	42 REILLY	50.00
FLORES, JOSE F.	20-06-423-007-0000	20 COCHRAN	50.00
FOURT, NADINE E.	14-05-403-019-1036	48 OSTERMAN	50.00
FRANK, ROBERT	10-36-118-005-1171	50 SILVERSTEIN	50.00
GARZA, JOSEFINA	13-16-110-049-1010	45 ARENA	50.00
GENTIS, KEN	14-21-314-048-1241	44 TUNNEY	50.00
GERBER, DAVID R	17-03-207-061-1109	42 REILLY	50.00
GETZ, MARGARET L.	17-10-221-083-1064	42 REILLY	50.00
GIBSON, WAYNE R.	24-21-110-020-1602	40 CAPPLEMAN	50.00
GOETTSCH, CARLYN E.	17-03-204-063-1071	42 REILLY	50.00
GOLDBERG, SYLVIA	10-36-118-005-1201	50 SILVERSTEIN	50.00
GRACE, MARILYN R.	17-10-401-005-1145	42 REILLY	50.00
GREENBERG, JEAN	17-04-424-053-1028	42 REILLY	50.00
GREENFIELD, PAUL	17-03-222-018-0000	42 REILLY	50.00
HAAS, LOIS	17-10-318-031-1104	42 REILLY	50.00
HAMILTON, HERBERT	14-33-414-041-1250	43 SMITH	50.00
HAND, OSCAR	20-34-216-041-1008	06 SAWYER	50.00
HANN, JANICE I	14-08-203-016-1179	48 OSTERMAN	50.00
HANSEN, JAMES W	17-03-220-020-1519	42 REILLY	50.00
HARRIS, MARVIN V.	17-03-226-065-1245	42 REILLY	50.00
HARTMAN, MARILYN L.	17-04-216-064-1484	42 REILLY	50.00
HAYES, RONALD W.	14-05-211-021-1090	48 OSTERMAN	50.00
HERMANN, DONALD	17-03-222-015-0000	42 REILLY	50.00
HEUERMAN, JUNE	14-28-202-017-1102	44 TUNNEY	50.00
HIMMEL, LUCILLE	17-03-202-061-1094	42 REILLY	50.00
HOFFENBERG, VERNON	17-03-207-068-1098	42 REILLY	50.00
HOLLENDONER, MICHAEL L.	14-05-211-021-1098	48 OSTERMAN	50.00
HOLLOWICK, ELLEN	17-04-209-043-1016	42 REILLY	50.00
HOURIGAN, VIRGINIA E	17-03-226-078-1062	42 REILLY	50.00
IGNJOVIC, DZEMAL	14-08-414-038-0000	46 CAPPLEMAN	50.00
IRWIN, LORETTA	14-33-310-020-1304	46 CAPPLEMAN	50.00
JACOBS, VICTORIA B	17-10-212-040-1059	42 REILLY	50.00
JOYCE, NORINE	12-12-202-084-1029	41 O'CONNOR	50.00
JUDGE, CATHERINE E	17-10-122-025-1035	42 REILLY	50.00
JURGENSON, JUDITH N.	14-08-203-015-1378	48 OSTERMAN	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
DAHN, DAVID V.	17-03-204-064-1014	42 REILLY	50.00
DARF, KATHLEEN A	17-04-207-086-1512	42 REILLY	50.00
DENNY, MICHAEL	14-28-200-007-1029	44 TUNNEY	50.00
DEVOY, WILLIAM B	17-10-303-027-1399	42 REILLY	50.00
DESSLER, MORTON	14-33-414-044-1069	43 SMITH	50.00
DIEDRICH, FRANCES	14-08-413-040-1069	48 OSTERMAN	50.00
DOLFF, CHARLENE M.	14-05-215-017-1083	48 OSTERMAN	50.00
DONOVAN, NANCY M.	14-21-101-034-1041	46 CAPPLEMAN	50.00
DORAN, SYLVIA M.	14-28-318-077-1122	43 SMITH	50.00
DROZDOWSKI, VICTOR	17-09-410-014-1024	42 REILLY	50.00
DURKORIAN, ANN	14-28-318-077-1293	43 SMITH	50.00
DUSZYNSKI, ZDZISLAW	17-03-314-004-1027	43 SMITH	50.00
DUDLEY, WILLIAM M.	14-21-305-030-1019	46 CAPPLEMAN	50.00
LANE,SUSAN S.	14-28-200-004-1073	44 TUNNEY	50.00
LANER, GLORIA A	17-04-424-051-1118	42 REILLY	50.00
LEE, TONG Y	17-10-132-037-1044	42 REILLY	50.00
LEITCH, ROBERT J.	14-21-301-002-0000	46 CAPPLEMAN	50.00
LEFTWICH, HAROLD A	17-10-401-005-1464	42 REILLY	50.00
LEMMER, ALFREDA S	13-18-102-025-1004	45 ARENA	50.00
LEVINSON, MARGARET	14-21-111-007-1010	46 CAPPLEMAN	50.00
LEWIS, JUANITA E.	17-04-221-052-1140	43 SMITH	50.00
LIDSKY, ANDREA L.	14-21-111-007-1382	46 CAPPLEMAN	50.00
LITTLE, ELLEN & SHIRLEY	14-28-200-004-1069	44 TUNNEY	50.00
LIVINGSTON, DONINE A.	14-21-305-030-1067	46 CAPPLEMAN	50.00
LUCKRITZ, KAREN M	17-09-410-014-1815	42 REILLY	50.00
LYNCH, MARY ANN	14-33-409-024-1123	43 SMITH	50.00
MACLENNAN, JAMES D	17-04-208-029-1017	42 REILLY	50.00
MAHAN JR, RAY N.	17-04-424-061-1201	42 REILLY	50.00
MANN, DAVID S	17-16-108-033-1049	02 FIORETTI	50.00
MARCHAND, JAMES R	14-17-413-017-1012	46 CAPPLEMAN	50.00
MARKOWITZ, JENNIE	14-08-203-016-1077	48 OSTERMAN	50.00
MASONER, HELEN	17-10-400-012-1175	42 REILLY	50.00
MATOSKY, ELISABETH	17-03-214-013-1019	42 REILLY	50.00
MAZOUSH, DONALD J.	14-28-200-003-1047	44 TUNNEY	50.00
MCELROY-SMITH, SHIRLEY R.	17-10-401-006-1133	42 REILLY	50.00
MENDELSOHN, HOWARD	17-03-227-022-1167	42 REILLY	50.00
MEYER, CHERYL	14-05-203-011-1260	49 MOORE	50.00
MEYER, NORMA J.	17-03-201-068-1040	42 REILLY	50.00
MEYERS, BARBARA L	17-03-222-023-1036	42 REILLY	50.00
MILLS, EDWARD S	17-10-309-015-1824	42 REILLY	50.00
MIRANDA, MARY A.	17-03-209-019-1013	42 REILLY	50.00
MISZKIEWICZ, FRANK	13-18-410-033-1020	36 COLLERTON	50.00
MIURA, AYUMI PEARL	14-21-110-020-1512	46 CAPPLEMAN	50.00
MORENO, MARTINA J.	17-04-222-062-1033	42 REILLY	50.00
MOSES, JERALD P	17-03-207-061-1052	42 REILLY	50.00
MOSS, MIRIAM	14-08-203-017-1422	48 OSTERMAN	50.00
MOTEM, LILLIAN	14-16-301-041-1233	46 CAPPLEMAN	50.00
MUELLER, EMILY M.	11-31-114-023-1036	50 SILVERSTEIN	50.00
MUENZ, MARY	14-21-111-007-1313	46 CAPPLEMAN	50.00
MUKHOPADHYAY,DIPANKAR & ALPANA	17-10-221-083-1341	42 REILLY	50.00
NASH, LILLIAN J.	20-12-100-003-1006	04 BURNS	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
WILSON, JOHN S.	17-03-204-063-1095	42 REILLY	50.00
WILLEY, ROBERT C.	14-06-203-001-0000	48 OSTERMAN	50.00
WINETTE, JOSEPH LAROCHE	14-21-103-034-1437	46 CAPPLEMAN	50.00
WORMAN, BETTY J.	14-16-323-041-1529	46 CAPPLEMAN	50.00
WU, KUNHAN	14-18-323-012-1064	47 PAWAR	50.00
YOSTIAN, ELIZABETH	14-16-301-041-1666	46 CAPPLEMAN	50.00
PARSONS, MARY ALICE	14-08-203-001-0000	48 OSTERMAN	50.00
PASSMORE, ELIZABETH L	20-12-108-039-1130	04 BURNS	50.00
PAYCHL, JEAN	17-04-209-043-1175	42 REILLY	50.00
PINEDA, LAURENCIA C	14-05-211-023-1301	48 OSTERMAN	50.00
PINTO, MARY JO C	14-21-101-034-1220	46 CAPPLEMAN	50.00
PINKERMAN, JOHN F.	17-04-424-059-1241	42 REILLY	50.00
POINDEXTER, JULIE F	20-12-100-003-1349	04 BURNS	50.00
PRENDERGAST, MARY M.	17-04-441-024-1097	42 REILLY	50.00
PROCTOR, DONALD T.	14-05-211-016-1087	48 OSTERMAN	50.00
RADMO, THERESA	17-04-216-064-1106	42 REILLY	50.00
RANGE, MARY J.	17-03-222-020-0000	42 REILLY	50.00
REIDY, ELLEN J.	17-10-303-065-1080	42 REILLY	50.00
RESNICK, ROLAND S.	17-03-207-066-1162	42 REILLY	50.00
ROBINSON, ARLENE	20-34-413-024-0000	06 SAWYER	50.00
ROSENBERG, LEONA	17-03-220-020-1356	42 REILLY	50.00
ROSENBERG, VIVIAN	17-10-400-012-1571	42 REILLY	50.00
ROSENBLUTH, MARION E.	98-11-456-328-5454	42 REILLY	50.00
ROSIGNOLO, ROBERT T	17-03-228-012-1071	42 REILLY	50.00
ROTHBLATT, FERN M.	14-21-310-044-1017	44 TUNNEY	50.00
RUTHMANN, MARK	17-04-211-033-1011	42 REILLY	50.00
ROUKIS, MARIA L.	17-10-105-014-1122	42 REILLY	50.00
RUKKITIS, ALDA	17-04-207-007-1268	42 REILLY	50.00
SANDORS, JOHN E.	14-08-203-001-0000	48 OSTERMAN	50.00
SCAGGS, MARGARET P	13-08-430-003-1015	45 ARENA	50.00
SCHEFFLER, MARIAN E.	17-03-208-021-1090	42 REILLY	50.00
SCHILLER, ROBERTO M	14-08-203-015-1351	48 OSTERMAN	50.00
SCHNEIDER, RUTH	17-03-201-006-1064	42 REILLY	50.00
SERRALLA, BARRY P	17-03-221-011-1041	42 REILLY	50.00
SERVIA, PHYLLIS H.	17-03-227-022-1059	42 REILLY	50.00
SHADWICK, PHYLLIS J	17-03-222-015-0000	42 REILLY	50.00
SHAH, NILA V.	14-16-301-041-1261	46 CAPPLEMAN	50.00
SHAH, VINOD	14-16-301-041-1216	46 CAPPLEMAN	50.00
SHEPECK, MARY C	14-08-203-015-1417	48 OSTERMAN	50.00
SIFFERT, RAYMOND K.	17-10-202-063-1124	42 REILLY	50.00
SILVERMAN, FAYE	17-10-200-065-1133	42 REILLY	50.00
SIMO, THELMA	17-10-122-022-1281	42 REILLY	50.00
SIPIORA, DOROTHY E	17-03-207-061-1097	42 REILLY	50.00
SLATTERY, MARY P.	19-27-401-038-1290	13 QUINN	50.00
SMART, KATHRYN J.	17-03-220-020-1101	42 REILLY	50.00
SMITH, MARILYN R.	17-04-424-051-1403	42 REILLY	50.00
SOLLINGER, PATRICK E	17-10-401-014-1361	42 REILLY	50.00
SPENCE, WILLIAM A	17-03-200-068-0000	42 REILLY	50.00
SPILKY, RUTH-BETTY	14-05-215-017-1161	48 OSTERMAN	50.00
STACK, DORIS	14-28-207-004-1419	44 TUNNEY	50.00
STALEY, DONALD F	14-20-202-016-1040	44 TUNNEY	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
STALEY, WILLIAM D	17-03-208-008-0000	42 REILLY	50.00
STAR, SIMON	17-33-301-076-1070	42 REILLY	50.00
STEINLAUF, GISELLA M.	14-21-405-030-1009	46 CAPPLEMAN	50.00
STENZEL, CECELIA L	13-18-409-069-1189	38 CULLERTON	50.00
STOLLER, ROSE	10-36-106-006-1104	50 SILVERSTEIN	50.00
SULEIMAN, SAFA	14-05-211-023-1180	48 OSTERMAN	50.00
SWANSTROM, THOMAS E.	17-04-441-024-1149	42 REILLY	50.00
TAYONG, ANITA	13-01-401-156-0000	39 AUSTIN	50.00
TERRY, MERLE	17-04-441-024-1087	42 REILLY	50.00
THAM, MENG-KONG	14-08-203-016-1271	48 OSTERMAN	50.00
THOMPSON, ROSA	20-34-413-024-0000	06 SAWYER	50.00
TOLBERT, GENEVA	14-05-211-023-1105	48 OSTERMAN	50.00
TRAQUENA, ERNESTO A	17-10-221-083-1039	42 REILLY	50.00
TROUBA, DOROTHY	14-16-301-041-1083	46 CAPPLEMAN	50.00
TUROFF, MICHAEL R.	17-03-208-021-1030	42 REILLY	50.00
UDDIN, MARY	17-03-337-018-1104	42 REILLY	50.00
URIBE, SUSANA	14-21-311-037-1581	46 CAPPLEMAN	50.00
VILLA-IGNACIO, ZENAIDA	14-05-215-017-1443	48 OSTERMAN	50.00
VINCENT, GERALDINE E.	17-34-106-052-1011	02 FIORETTI	50.00
VILEKAS, ANNA M.	14-21-300-018-1143	46 CAPPLEMAN	50.00
WALDMAN, CHARLES T.	13-12-116-058-1004	40 O'CONNOR	50.00
WAX, WILLIAM C.	14-21-110-020-1213	46 CAPPLEMAN	50.00
WEILER, MARVIN M	17-15-307-036-1144	02 FIORETTI	50.00
WEINFIELD, EDWIN E.	17-03-226-065-1157	42 REILLY	50.00
WILCHERS, OGDEN M	20-12-100-003-1248	04 BURNS	50.00
WILLIAMS, BARBARA A	20-34-413-024-0000	06 SAWYER	50.00
WOLF, SHERMAN H.	17-03-214-014-1113	42 REILLY	50.00
WONG, JUANITA C	17-04-224-049-1024	42 REILLY	50.00
WONG, TING-WA	17-03-222-015-0000	42 REILLY	50.00
WYATT, ROSE MARIE	20-32-108-039-1056	04 BURNS	50.00
WYKELL, LUISE H	14-28-200-001-1110	44 TUNNEY	50.00
ZEVIN, JAQUELYN	14-28-206-005-1117	44 TUNNEY	50.00
ZIEGLER, JERALD	17-04-424-051-1257	42 REILLY	50.00
ZIELKE, JANET L	17-16-419-004-1240	02 FIORETTI	50.00
ZIGICH, DANIEL	17-03-207-061-1010	42 REILLY	50.00
ZLOBIN, ZADWIGA	14-05-215-015-1057	48 OSTERMAN	50.00
		* TOTAL AMOUNT	12,000.00

ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

[Or2012-634]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing applications for the City of Chicago charitable solicitation (tag day) permits, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue charitable solicitation (tag day) permits to the following organizations:

A. Gordon Tech High School
October 13 and 14, 2012 -- citywide.

B. The Salvation Army Metropolitan Division
November 16, 2012 through December 24, 2012 -- citywide.

This order shall take effect and be in force from and after its passage.

Do Not Pass -- ISSUANCE OF PERMITS, FREE OF CHARGE, TO FAITH TABERNACLE NO. 1.

[O2012-5670]

The Committee on Finance submitted the following report.

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred a proposed ordinance concerning the issuance of all necessary permits, free of charge, to Faith Tabernacle Number 1, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not 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 committee's recommendations were *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

Said ordinance which failed to pass reads as follows:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Public Health, the Executive Director of Revenue and the Commissioner of Water Management are hereby authorized and 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 Faith Tabernacle Number 1, a not-for-profit Illinois corporation, related to the demolition of building(s) at 7424 South Drexel Avenue, Chicago, Illinois.

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 necessary permits and licenses.

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

Do Not Pass -- EXEMPTION OF NORTHWESTERN UNIVERSITY SETTLEMENT HOUSE FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

[O2012-5621]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance exempting Northwestern University Settlement House from payment of all City permit, license and inspection fees for the period designated, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said 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 committee's recommendations were *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

Said ordinance which failed to pass reads as follows:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Business Affairs and Consumer Protection, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Water Management, the Commissioner of Fire and the City Comptroller 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 Northwestern University Settlement House, a not-for profit Illinois corporation, related to erection and maintenance of the building and fuel storage facility at 1400 West Augusta Boulevard in Chicago, Illinois

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. Northwestern University Settlement House, 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 the collection of inspection fees.

SECTION 3. Northwestern University Settlement House shall be entitled to a refund of City fees which it has paid and from 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 two years but in no event beyond July 1, 2014.

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

{CL2012-1452}

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which were referred on September 8, 2010 and on subsequent dates, sundry claims for various refunds, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

[List of denied claimants printed on page 34878 in this *Journal*.]

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF AUGUST 2012.

[F2012-69]

The Committee on Finance submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a list of cases in which judgments were entered or cases settled during the month of August 2012, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the 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*.

City Of Chicago

Denied Claims by Claim Name

Denied Date: 10/03/2012

Claimant Name	Introduced to City Council
RYAN, JAMES	09/08/2010
JACKSON, CHARLES EDWARD	07/06/2011
BRADLEY, MARYLOUISE	10/05/2011
KHALIL SAMIR	11/07/2011
HARRIS, ESTELLE	12/14/2011
MC ERLEAN, KATHLEEN	12/14/2011
ROBERTSON, ELAINE B	12/14/2011
COOK, KIMBERLY	01/18/2012
BANKS, CLARENCE MICHAEL	07/15/2012
ELLIOTT, ELOISE	07/25/2012
RIEFFEL, BARBARA	07/25/2012
BANNING GRETCHEN	09/12/2012
DIMITRIENKO, NATALIA	09/12/2012
GOUBA, VICTOR	09/12/2012
JACKSON, BRYAN M.	09/12/2012
LUCAS, JAMES T.	09/12/2012
ORTKEMP, BARBARA	09/12/2012
SUTKER, LESTER	09/12/2012

Continued in Volume II
on page 34879