

Council that said plan meets the criteria as defined in the Code and the City Council desires to evidence its approval of said Plan; now, therefore,

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

SECTION 1. That the Redevelopment Plan for the Redevelopment Area Project 47th/Dr. Martin Luther King, Jr. Drive dated January 14, 1997, is hereby approved.

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

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AUTHORIZATION FOR APPROVAL OF TAX INCREMENT  
REDEVELOPMENT PLAN FOR ROOSEVELT/CANAL  
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the approval and adoption of a tax increment redevelopment plan for the Roosevelt/Canal Redevelopment Project Area, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

*Nays* -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1993), as amended (the "Act"), for a proposed redevelopment project area to be known as the Roosevelt/Canal Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on January 28, 1997; and

WHEREAS, The Plan and the related eligibility report were made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act beginning December 9, 1996, on a date prior to the adoption by the Commission of Resolution 96-CDC-80 on December 10, 1996 fixing the time and place for the Hearing, at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on December 12,

1996, by publication in the *Chicago Sun-Times* or *Chicago Tribune* on December 31, 1996 and January 5, 1997, and by certified mail to taxpayers within the Area on January 14, 1997; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on December 23, 1996 at 10:00 A.M., concerning the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 97-CDC-12 attached hereto as Exhibit B, adopted on January 28, 1997, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan which has attached as an exhibit the related eligibility report, testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years; and

d. the Area would not reasonably be expected to be developed without the use of incremental revenues pursuant to the Act, and such incremental revenues will be exclusively utilized for the development of the Area.

SECTION 4. Approval of the Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed  
on page 40939 of this Journal.]

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

*Exhibit "A".*

*Roosevelt/Canal*

*Tax Increment Redevelopment*

*Plan And Project.*

*1.*

*Introduction.*

This document presents the recommended Tax Increment Redevelopment Project and Plan for the Roosevelt/Canal commercial area located in the City of Chicago, Illinois. The project and plan respond to problem conditions within the study area and reflect the commitment by the City to improve and revitalize the Redevelopment Project Area.

**Tax Increment Financing.**

In adopting the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.1, et seq.), the Illinois State Legislature found that:

" . . . there exist in many municipalities within this State blighted, conservation and industrial park conservation areas; that the conservation areas are rapidly deteriorating and declining and may soon become blighted areas if their decline is not checked . . . . It is hereby found and declared that in order to promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken . . . The eradication of blighted areas and treatment and improvement of conservation areas and industrial park conservation areas is hereby declared to be essential to the public interest."

In order to use the tax increment financing technique, a municipality must first establish that the proposed redevelopment project area meets the statutory criteria for designation as a "blighted area", a "conservation area" or an "industrial conservation area". A redevelopment plan must then be prepared which describes the development or redevelopment program intended to be undertaken to reduce or eliminate those conditions which qualified the redevelopment project area as "blighted area", "conservation area", or combination thereof, or "industrial conservation area", and thereby enhance the tax bases of the taxing districts which extend into the redevelopment project area. Redevelopment projects are defined as any public or private development projects undertaken in furtherance of the objectives of the redevelopment plan.

The legislation requires that each redevelopment plan set forth in writing the program which will be undertaken to accomplish the municipality's redevelopment objectives. The Act also states that:

"No redevelopment plan shall be adopted by a municipality without findings that (1) the redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the redevelopment plan, (2) the redevelopment plan and project conform to the comprehensive plan for the development of the municipality as a whole, or, for municipalities with a population of one hundred thousand (100,000) or more, regardless of when the redevelopment plan and project was adopted, the redevelopment plan and project either (i) conforms to the strategic economic development or redevelopment plan issued by the designated planning authority of the municipality, or (ii) includes land uses that have been approved by the planning commission of the municipality, (3) stating the estimated dates, which shall not be more than twenty-three (23) years from the adoption of the ordinance approving the redevelopment project area . . . of completion of the redevelopment project and retirement of obligations incurred to finance redevelopment project costs, (4) in the case of an industrial park conservation area, also that the municipality is a labor surplus municipality and that the implementation of the redevelopment plan will reduce unemployment, create new jobs and by the provision of the new facilities enhance the tax base of the taxing districts that extend into the redevelopment project area, and (5) in the event that any incremental revenues are being utilized pursuant to Section 8(a)(1) or 8(a)(2) of this Act in redevelopment project areas approved by ordinance after January 1, 1986, (a) a finding that the redevelopment project area would not reasonably be developed without the use of such incremental revenues, (b) a finding that such incremental revenues will be exclusively utilized for the development of the redevelopment project area."

Pursuant to the provisions contained in the Act, the City of Chicago has authorized an evaluation of whether a portion of Chicago located south of

Roosevelt Road, between Clinton and Canal Streets qualifies for designation as a "blighted area" and, if the area so qualifies, the preparation of a redevelopment plan for the redevelopment project area in accordance with the requirements of the Act.

#### The Roosevelt/Canal Redevelopment Project Area.

The Roosevelt/Canal Redevelopment Project Area is located south of Roosevelt Road, between Canal Street and Clinton Street in the Near West Side Community Area. The Redevelopment Project Area is generally bounded by Roosevelt Road on the north, Canal Street on the east, Clinton Street and Jefferson Street on the west, and a line approximately one hundred (100) feet north of 15th Place on the south. The proposed Roosevelt/Canal Redevelopment Project Area consists of six (6) contiguous parcels and public rights-of-way.

The Roosevelt/Canal Redevelopment Project Area has not been subject to growth and development by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan and Project. A review of property assessment records shows that the property values within the Redevelopment Project Area have declined in recent years. The property was originally developed in 1913, prior to adoption of Chicago's first zoning ordinance. The analysis of conditions within the redevelopment project area indicates that it is appropriate for designation as a redevelopment project area in accordance with the Act.

This Redevelopment Plan and Project summarizes the analyses and findings of the consultant's work, which unless otherwise noted, is solely the responsibility of Camiros, Ltd. and does not necessarily reflect the views and opinions of potential developers or the City of Chicago. However, the City of Chicago is entitled to rely on the findings and conclusions of this Redevelopment Plan and Project in designating the Roosevelt/Canal Redevelopment Project Area under the Act.

The Roosevelt/Canal Redevelopment Plan and Project have been formulated in accordance with the provisions of the Act. This document is a guide to all proposed public and private actions in the Redevelopment Project Area.

## 2.

### *Redevelopment Project Area Description.*

The Roosevelt/Canal Redevelopment Project Area is generally bounded by Roosevelt Road on the north, Canal Street on the east, Clinton Street and

Jefferson Street on the west, and a line approximately one hundred (100) feet north of 15th Place on the south, in the City of Chicago, Illinois. The Redevelopment Project Area includes the original Soo Terminal structures, a small vacant parcel, and adjacent public rights-of-way which may require improvements associated with the proposed redevelopment project.

The boundaries of the Redevelopment Project Area are shown in Figure 1. The Redevelopment Project Area is approximately twenty-three (23) acres in size, including public rights-of-way. A legal description of the Redevelopment Project Area is included as Appendix A of this document.

The proposed redevelopment project area includes only contiguous parcels, qualifies for designation as a "blighted area" and is not less than one and one-half (1½) acres in aggregate as required by the Act. The proposed Redevelopment Project Area includes only that area which is anticipated to be substantially benefited by the proposed redevelopment project improvements.

#### Current Land-Use.

The Redevelopment Project Area consists of six (6) parcels of commercial/industrial property. The majority of the property (all five (5) improved parcels) was developed to serve as the Soo Terminal. Four (4) concrete structures cover all of three (3) blocks in the Redevelopment Project Area and most of a fourth (4th) block. These four (4) buildings are connected by a roof platform that spans Maxwell Street, West 14th Street and West 14th Place. The roof platform structure was designed to support freight trains and air rights development that include a three (3) story office building, two (2) story warehouse and several other smaller buildings that served the rail operation.

The Redevelopment Project Area presently contains approximately six hundred seventy thousand (670,000) square feet of net rentable space. Approximately fifty-five thousand (55,000) square feet is being leased to tenants including a radio station, a plumbing contractor, the Chicago Board of Health and a tavern. Approximately ninety-two percent (92%) of the available space is vacant.

The roof platform originally served as the freight yard, complete with trains and tracks. After the Soo Line ceased operations at this location, the tracks were removed and the roof was converted to a parking deck. Today the roof is used as parking for the Maxwell Street Market on Sundays, and leased to several tour operators and other users for vehicle storage at other times.

A small, vacant parcel is located in the southeast corner of the Redevelopment Project Area. This parcel shows evidence of illegal dumping and volunteer tree growth.



### Current Zoning And Land-Use Designation.

The zoning designation for most of the proposed Roosevelt/Canal Redevelopment Project Area is M.C.P.D. Number 450. Permitted uses include general merchandise uses, retail drug stores, food stores, department stores, restaurants and service type business uses, parking and related uses, storage, warehousing and wholesale establishments. The small, vacant parcel included in the Redevelopment Project Area is zoned M2-3. Zoning of the Roosevelt/Canal Redevelopment Project Area is shown in Figure 2.

The Soo Terminal facility was built prior to the adoption of Chicago's first zoning ordinance. Later zoning and land-use designations reflected the primarily industrial nature of the freight terminal. Prior to approval of the planned development in 1988, the Soo Terminal property had been zoned M2-3 and M2-4, reflecting its former use as a railroad freight terminal.

### Surrounding Land-Use.

The Roosevelt/Canal Redevelopment Project Area is surrounded by a variety of commercial, transportation, distribution and industrial uses. These include a five and six-tenths (5.6) acre retail center located at Roosevelt Road and Jefferson Street, the Chicago Fire Department's Training and Physical Assessment Center, the United Parcel Service distribution center, and the Metra and Amtrack railyards. Residential neighborhoods are located across the Chicago River to the east and beyond the Dan Ryan Expressway and the University of Illinois campus to the west.

The Redevelopment Project Area is located between the Chicago River and the Dan Ryan Expressway. Roosevelt Road provides east/west access and an interchange with the Dan Ryan Expressway. Canal Street is one-way north, and Clinton Street is one-way south. Traffic signals are located along Roosevelt Road at Clinton and Canal.

### 3.

#### *Eligibility Of The Project Area For Designation As A Blighted Area.*

The Roosevelt/Canal Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. Based on the conditions present the area is not likely to be developed without the adoption of the redevelopment plan.

In March, 1996 a study was undertaken to establish whether the proposed redevelopment project area is eligible for designation as a blighted area in accordance with the requirements of the Act. This analysis concluded that the area qualifies as a blighted area under the Act.

Of the fourteen (14) factors cited in the Act, nine (9) factors are present within the Roosevelt/Canal Redevelopment Project Area. Five (5) are required in order for the area to be designated as blighted. The following blighting factors were found to be present within the Redevelopment Project Area:

1. Age.
2. Deleterious land use or layout.
3. Depreciation of physical maintenance.
4. Dilapidation.
5. Deterioration.
6. Excessive land coverage.
7. Excessive Vacancies.
8. Lack of ventilation, light or sanitary facilities.
9. Obsolescence.

Seven (7) of these conditions are present to a major extent within the Redevelopment Project Area, including excessive land coverage, deterioration, depreciation of physical maintenance, excessive vacancies, and obsolescence. The other indicators of blight are present to a lesser degree. These factors are reasonably distributed throughout the Roosevelt/Canal Redevelopment Project Area.

The specific basis upon which eligibility for designation as a blighted area was established is presented in the Roosevelt/Canal Tax Increment Redevelopment Project Area Eligibility Report, which is included as Appendix B.

#### Need For Public Intervention.

Redevelopment of this property is not likely to occur without public intervention for a variety of reasons. The buildings were designed to serve a single purpose and the low occupancy rate is an indicator as to the inherent

difficulty in adapting these structures to another purpose. The buildings have had a low occupancy rate for many years, due in large measure to the low clearances and massive columns which are found throughout the buildings. A review of the current rent rolls shows that ninety-two percent (92%) of the rentable space is vacant. Excessive vacancies is a condition that has persisted since the property was vacated by the Soo Line in 1964.

The Soo Terminal structure is approaching the end of its useful life, and new development cannot be economically justified without demolition and clearance of the entire site. The extensive use of support columns which were needed to support the weight of the freight trains, adds substantially to the redevelopment costs and is among the reasons why public assistance is needed to encourage new development.

Property values for improved parcels within the Redevelopment Project Area have declined in each of the last three (3) years as indicated by the following assessment history for the Soo Terminal buildings. During this period the assessed value of the vacant parcel has remained constant. This trend is significant in view of generally increasing assessed values for the City as a whole.

Table 1.  
Improved Property Assessment History.

Parcel	Assessed Value		
	1993	1994	1995
17-21-511-009	\$ 875,855	\$ 448,503	\$ 426,236
17-21-511-010	359,686	198,347	189,719
17-21-511-011	359,686	198,781	190,115
17-21-511-017	Exempt	Exempt	Exempt
17-21-511-018	<u>292,406</u>	<u>190,892</u>	<u>185,075</u>
TOTAL:	\$1,887,633	\$1,036,523	\$991,145

The study area is located within the Near West Side Community Area. In 1995, ninety-five (95) building permits were issued for new construction in the Near West Side with an estimated value of Thirty Million Three Hundred Thousand Dollars (\$30,300,000). In 1994, ninety (90) permits were issued with an estimated value of Fifty-six Million Three Hundred Thousand Dollars (\$56,300,000). And in 1993, forty-seven (47) permits were issued with an estimated value of Fifty-four Million Two Hundred Thousand Dollars (\$54,200,000). During these three (3) years, no permits were issued for new construction within the Roosevelt/Canal Redevelopment Project Area. According to property management records, there have been no new tenants or improvements since at least May, 1992 when the current property manager assumed responsibility for the buildings within the Redevelopment Project Area.

New residential developments located east and west of the Redevelopment Project Area are presently underserved by commercial uses, especially grocery stores. Assistance will help to attract a grocery store and other commercial development to the area.

4.

*Community Planning Objectives/Redevelopment  
Plan Goals And Objectives.*

The proposed Roosevelt/Canal Redevelopment Plan and Project is consistent with the City plans for the area. The land uses conform to those approved by the Chicago Planning Commission and the Chicago City Council in M.C.P.D. Number 450, which established the zoning for most of the area. The Redevelopment Project Area includes a small parcel which is currently zoned M2-3. It is anticipated that this parcel will be used as parking which is a permitted use under current zoning.

The Roosevelt/Canal Redevelopment Plan and Project will enhance the City's ability to achieve its goals. The proposed project will result in the elimination of underutilized, obsolete, deteriorated facilities that do not presently meet acceptable community planning, performance and design standards. The proposed redevelopment will allow the expansion of commercial land uses to serve nearby, emerging residential neighborhoods.

**Redevelopment Plan Goals And Objectives.**

The overall goal of the Roosevelt/Canal Redevelopment Plan and Project is to stimulate private commercial investment in the area in order to enhance property values and attract and retain commercial users who will provide

jobs and enhance Chicago's property tax base. The City's goals and objectives of encouraging development and private investment will be realized by:

- Achieving significant new commercial growth in an inadequately served area.
- Undertaking necessary site development to meet the needs of identified new commercial users.
- Implementing a plan that addresses redevelopment costs including land assembly, relocation, site improvements and other activities that may be necessary to encourage significant new development in the Redevelopment Project Area.
- Improving public facilities that may include, but are not limited to roadway, signalization and utility improvements and relocation.
- Entering into redevelopment agreements and by exercising other powers set forth in the Act as the City of Chicago deems necessary in order to implement the Roosevelt/Canal Redevelopment Plan and Project.

5.

*Redevelopment Plan.*

The City proposes to achieve its redevelopment goals and objectives for the Redevelopment Project Area through the use of public financing techniques, including tax increment financing, and by undertaking some or all of the following actions:

1. Assembling sites for redevelopment through appropriate land assembly techniques. The City may determine that it is necessary to participate in property acquisition or may use other means to include transfer of such property to a private developer.
2. Relocating existing tenants to facilitate new development within the Redevelopment Project Area.
3. Providing public improvements and facilities which may include, but are not limited to utilities, signalization and surface right-of-way improvements.

4. Entering into redevelopment agreements for the rehabilitation or construction of private improvements in accordance with the Redevelopment Plan.
5. Incurring or reimbursing redevelopers for other eligible redevelopment project costs as provided in the Act.

6.

*Redevelopment Project Description.*

The Roosevelt/Canal Redevelopment Plan and Project is intended to facilitate the development of more than one hundred thousand (100,000) square feet of commercial space on an underutilized site adjacent to Roosevelt Road. The proposed commercial development is expected to include a seventy thousand (70,000) square foot grocery store, another twenty-eight thousand (28,000) square feet of retail shops, and future development of two (2) outlots.

Development will initially be focused on the northern portion of the Redevelopment Project Area. The southern portion of the site, south of 14th Street, will be cleared and made available for Sunday parking for the Maxwell Street Market and other permitted uses.

In order to accommodate at-grade development, current tenants will be relocated and the deteriorating Soo Terminal structure will be demolished. City approval of the closure and vacation of Maxwell Street and 14th Street will also be required in order to accommodate the proposed site plan. Access points to the shopping center will need to be determined and agreed upon, and the current one-way status of Canal and Clinton Streets south of Roosevelt Road will need to be changed to a two-way configuration in order to improve traffic flows, especially on Sundays when the Maxwell Street Market operates along Canal Street.

In order to stimulate private investment in the redevelopment project area, some or all of the following activities and actions may be undertaken.

*Development Strategies/Redevelopment Activities.*

*Site Assembly.*

To achieve the renewal of the Roosevelt/Canal Redevelopment Project Area, property identified in Figure 1, may be acquired by purchase or long term lease and either sold or leased for private redevelopment or sold, leased or dedicated for construction of public improvements. The City may

determine that to meet the objectives of this Redevelopment Plan, properties scheduled for acquisition in the plan may be exempted from acquisition without amendment of this Redevelopment Plan.

#### Relocation Costs.

Existing tenants will be relocated in order to facilitate redevelopment of the Redevelopment Project Area, and to meet other City objectives for the area. A substantial relocation cost is expected to involve the internal relocation of parking for the Maxwell Street Market within the Redevelopment Project Area.

#### Provision Of Public Improvements And Facilities.

Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to utility relocation and signalization improvements.

#### Redevelopment Agreements.

Terms of redevelopment as part of this redevelopment project shall be incorporated in appropriate redevelopment agreements. Such agreements may contain more specific controls than those stated in this Redevelopment Plan.

#### Financing Costs Pursuant To The Act.

Interest on any obligations issued under the Act accruing during the estimated period of construction of the redevelopment project and other financing costs may be paid from the incremental tax revenues pursuant to the provisions of the Act.

#### Interest Costs Pursuant To The Act.

Pursuant to the Act, the City may allocate a portion of the incremental tax revenues to pay or reimburse redevelopers for interest costs incurred in connection with redevelopment activities in order to enhance the redevelopment potential of the Redevelopment Project Area.

## 7.

*General Land-Use Plan And Map.*

The land-uses proposed in the Roosevelt/Canal Redevelopment Plan and Project conform to the land-uses approved by the Chicago Planning Commission and Chicago Council under M.C.P.D. Number 450, a Manufacturing-Commercial Planned Development adopted on May 5, 1988.

The General Land-Use Plan, Figure 3, identifies land-uses expected to result from implementation of this plan. The major land-use category included within the Redevelopment Project Area is commercial. The land-use plan is intended to provide a guide for future land-use improvements and developments within the Redevelopment Project Area.

The proposed Roosevelt/Canal Redevelopment Plan and Project envisions the vacation of two public streets and may involve, if necessary, consolidation and resubdivision of the property within the Redevelopment Project Area as needed to facilitate commercial use of the site.

It is anticipated that expenditures for redevelopment project costs will be carefully staged in a reasonable and proportional basis to coincide with expenditures for redevelopment by private developers and the projected availability of tax increment revenues.

## 8.

*Design Controls And Criteria.*

It is the intent of this redevelopment plan that the project area be used as a conveniently located commercial center. The following design and development objectives should be used to guide new development and improvements within the Redevelopment Project Area, and apply equally to all areas included in the land-use plan.

- Undertake roadway and traffic improvements as needed so that the property functions as a modern commercial center.
- Ensure that new development within the Redevelopment Project Area complies with the Zoning Ordinance and other applicable City development regulations.



## 9.

*Redevelopment Plan And Project Financing.*

Tax increment financing can only be used when desired private investment would not reasonably be expected to occur without public assistance. The enabling legislation allowing the use of tax increment financing in Illinois sets forth the range of public assistance that may be provided.

**Eligible Project Costs.**

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Redevelopment Project. Eligible costs may include, without limitation, the following:

1. costs of studies and surveys, development plans and specifications, implementation and administration of the redevelopment including but not limited to staff and professional service costs including but not limited to architectural, engineering, legal, marketing, financial, planning or other special services;
2. property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings and fixtures;
4. costs of the construction of public works or improvements;
5. costs of job training and retraining projects;
6. financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto;

7. all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the Redevelopment Plan and Project, to the extent the municipality, by written agreement, accepts and approves such costs;
8. relocation costs to the extent that the City determines that relocation costs shall be paid or that the City is required to make payment of relocation costs by State or federal law;
9. payment in lieu of taxes;
10. costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts as provided in the Act;
11. interest costs incurred by a developer related to the construction, renovation or rehabilitation as provided in the Act.

The cost of constructing new privately-owned buildings is not an eligible redevelopment project cost, unless specifically authorized by the Act.

#### Estimated Project Costs.

A range of activities and improvements will be required to implement this tax increment financing project. The proposed eligible activities and their costs are briefly described below and also shown in Table 1.

1. Land assembly and costs needed to prepare the property for redevelopment. Land acquisition may include acquisition of the vacant parcel not already owned by the proposed redeveloper and acquisition of public right-of-way needed to accommodate new development and provide appropriate circulation patterns within the Redevelopment Project Area.
2. Relocation costs which are expected to include both long term tenants and provisions for parking for the Maxwell Street Market. (Estimated cost: Two Hundred Fifty Thousand Dollars (\$250,000)).
3. Demolition of existing improvements. (Estimated cost: Three Million One Hundred Thousand Dollars (\$3,100,000)).

4. Site preparation, including grading, site improvements and lighting. (Estimated cost: Three Million Twenty Thousand Dollars (\$3,020,000)).
5. Environmental clean up costs associated with property assembly which are required to render the property suitable for redevelopment. (Estimated cost: Three Hundred Thousand Dollars (\$300,000)).
6. Construction of public improvements and facilities which may include but are not limited to provision of water and sewer service, road construction, or other roadway improvements. These improvements are intended to improve access to the Redevelopment Project Area and stimulate private investment. (Estimated cost: Three Hundred Thousand Dollars (\$300,000)).
7. Planning, legal, surveys, fees and other related development costs. This budget element provides for studies and survey costs for planning and implementation of the project, including planning and legal fees, financial and special service costs. (Estimated cost: Five Hundred Thousand Dollars (\$500,000)).
8. Financing costs pursuant to the provisions of the Act. (Estimated cost: Nine Hundred Thousand Dollars (\$900,000)).
9. Interest costs pursuant to the provisions of the Act. (Estimated cost: Two Hundred Fifty Thousand Dollars (\$250,000)).

The estimated gross eligible project cost is Eleven Million Five Hundred Seventy Thousand Dollars (\$11,570,000). The total project cost including public and private components is estimated at Twenty-four Million Four Hundred Thousand Dollars (\$24,400,000).

All project cost estimates are in 1996 dollars. Any bonds issued to finance portions of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with issuance of such obligations as well as to provide for capitalized interest and reasonably require reserves. Adjustment to estimated line items are expected and may be made without amendment to the Redevelopment Plan and Project.

Table 2.

## Eligible Redevelopment Project Costs.

Land Assembly	\$ 2,950,000
Relocation	250,000
Demolition	3,100,000
Site Preparation	3,020,000
Environmental Cleanup	300,000
Public Improvements and Facilities	300,000
Planning, Legal, Surveys and Related Development Costs	500,000
Financing Costs	900,000
Interest Costs	250,000
	-----
<b>TOTAL:</b>	<b>\$11,570,000</b>

## Sources Of Funds.

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property taxes. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal

grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

The City may issue general obligation bonds secured by the full faith and credit of the City for the purpose of financing redevelopment project costs. Such bonds may be payable from ad valorem taxes levied against all taxable property in the City of Chicago.

Development of the Roosevelt/Canal Redevelopment Project Area would not be reasonably expected to occur without the use of the incremental revenues provided by the Act. Redevelopment project costs include those eligible project costs set forth in the Act and not the full range of development costs associated with the proposed Redevelopment Project. The majority of development costs will be privately financed. Tax increment financing or other public sources will be used only to the extent needed to secure commitments for private redevelopment activity.

#### Nature And Term Of Obligations To Be Issued.

The City of Chicago may issue obligations secured by the tax increment special tax allocation fund established for the project area pursuant to the Act of such other funds or security as are available to the City by virtue of its powers pursuant to the Illinois State Constitution.

All obligations issued by the City of Chicago in order to implement this Redevelopment Plan and Project shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area. The final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan and Project. The City may also issue obligations to a developer as reimbursement for project costs incurred by the developer on behalf of the City.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that the real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

#### Most Recent Equalized Assessed Valuation.

As of the 1995 tax year, the total equalized assessed valuation for property within the Roosevelt/Canal Redevelopment Project Area is Two Million One Hundred Thirty-five Thousand Five Dollars (\$2,135,005). The equalized

assessed valuation for each of the parcels contained within the Roosevelt/Canal Redevelopment Project Area is presented in Table 3.

Table 3.

Initial Equalized Assessed Value Of  
Redevelopment Project Area.

Parcel	1995 Assessed Value	1995 Equalized Assessed Value
17-21-511-009	\$ 426,236	\$ 905,453
17-21-511-010	189,749	403,084
17-21-511-011	190,115	403,861
17-21-511-017 (Railroad)	Exempt	Exempt
17-21-511-018	185,075	393,155
17-21-127-014	9,157	19,452
	<hr/>	<hr/>
TOTAL REDEVELOPMENT PROJECT AREA:	\$1,000,332	\$2,135,005

The initial equalized assessed valuation is subject to final determination and verification by the Cook County Assessor. After verification, the correct figure shall be certified by the County Clerk of Cook County, Illinois.

Anticipated Equalized Assessed Valuation.

Once the project has been completed and the property is fully assessed, the equalized assessed valuation of real property within the Redevelopment Project Area is estimated at Seven Million Seven Hundred Forty Thousand Nine Hundred Nineteen Dollars (\$7,740,919). The estimated assessed valuation is stated in 1996 dollars. This estimate has been calculated assuming that the Redevelopment Project Area will be developed in accordance with the general land-use plan described in Chapter 7 of this document.

The estimated equalized assessed valuation assumes that the assessed value of property within the study area will increase substantially as a result of new development within the Redevelopment Project Area.

Calculation of the projected equalized assessed valuation is based on several other assumptions, including: 1) redevelopment of the Roosevelt/Canal Redevelopment Project Area will occur in a timely manner; and 2) the application of a State Multiplier of 2.105 to the projected assessed value of property within the study area. The projected State Multiplier was calculated by averaging the State Multipliers for Cook County for the most recent five (5) year period (1991--1995).

#### Financial Impact On Taxing Districts.

In 1994, the Tax Increment Allocation Redevelopment Act was amended to require an assessment of any financial impact of the Redevelopment Project Area on or any increased demand for services from any taxing district affected by the plan and a description of any program to address such financial impacts or increased demand.

The following taxing jurisdictions currently have authority to levy taxes on property within the Roosevelt/Canal Redevelopment Project Area.

City of Chicago	Chicago Urban Transportation District
City of Chicago Library Fund	Chicago Park District
Consolidated Elections	Forest Preserve District of Cook County
County of Cook	Cook County Health Facilities
Chicago School Finance Authority	Board of Education
Chicago Community College District 508	Metropolitan Water Reclamation District of Greater Chicago

As of the 1995 tax year, the tax rate for property within the Roosevelt/Canal Redevelopment Project Area was 9.345.

The Roosevelt/Canal Redevelopment Plan and Project will generate property tax revenues for a variety of taxing districts. Other revenues may also accrue to the City in the form of sales tax, business fees and licenses, and utility user fees. The required level of these public services will depend upon the uses that are ultimately included within the Redevelopment Project Area. While the specific nature and timing of the private investment expected to be attracted to the area cannot be precisely quantified at this time, a general assessment of financial impact can be made based upon the level of development anticipated by the proposed Redevelopment Plan and Project.

The costs of some services such as water and sewer service, building inspections, etc. are typically covered by user charges. However, others are not and should be subtracted from the estimate of property tax revenues to arrive at some sense of the financial impact of the Redevelopment Plan and Project on the affected taxing jurisdictions.

For most of the taxing jurisdictions levying taxes on property within the Roosevelt/Canal Redevelopment Project Area, increased service demands are expected to be negligible. Upon completion of the Roosevelt/Canal Redevelopment Plan and Project, all taxing jurisdictions are expected to share the benefits of a substantially improved tax base. However, prior to the completion of the Redevelopment Plan and Project certain taxing districts may experience an increased demand for services.

The City of Chicago is the jurisdiction most likely to be impacted by the proposed development. The proposed development will result in changes in traffic flow and demand which may require adjustments to the one-way flows of Clinton and Canal Streets in order to accommodate new commercial development in the Redevelopment Project Area and the Maxwell Street Market. The proposed development may also require modification of existing police and fire protection in the area.

During the construction period, some City costs may be incurred during removal of the viaducts which span Maxwell Street, 14th Street and 14th Place. However, the City will benefit, not only from the increased property taxes expected following completion of the Roosevelt/Canal Redevelopment Plan and Project, but also as a result of anticipated sales tax revenues.

Since there is not a residential component in the proposed redevelopment project, there will be no incremental costs resulting from additional school children. Therefore, following completion of the redevelopment project the financial impact on the Chicago Public Schools will be positive because the property tax base is expected to be substantially increased.

Real estate tax revenues resulting from increases in the equalized assessed value over and above the certified initial equalized assessed value established with the adoption of this Redevelopment Plan and Project will be used to pay eligible redevelopment costs in the area. At the end of such



period, the real estate tax revenues attributable to the increase in the equalized assessed value over the certified initial equalized assessed value will be distributed to all taxing districts levying property taxes against property located in the Redevelopment Project Area. Successful implementation of this Redevelopment Plan and Project is expected to result in new development and private investment on a scale sufficient to overcome blighted conditions and substantially improve the long-term economic value of the area.

#### Completion Of The Redevelopment Project And Retirement Of Obligations To Finance Redevelopment Project Costs.

This Redevelopment Plan and Project will be completed on or before a date twenty-three (23) years from the adoption of the ordinance designating the Redevelopment Project Area. The City of Chicago expects that the redevelopment project will be completed sooner than the maximum time limit set by the Act, depending on the incremental property tax yield and other funds available to retire any obligations issued pursuant to implementation of the Redevelopment Plan and Project.

#### 10.

##### *Provisions For Amending The Plan.*

This Roosevelt/Canal Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Tax Increment Allocation Redevelopment Act.

#### 11.

##### *City Of Chicago Commitment To Fair Employment Practices And Affirmative Action.*

As part of any Redevelopment Agreement entered into by the City and the private developer, both will agree to establish and implement an affirmative action program that serves appropriate sectors of the City of Chicago.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will countenance discrimination against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical

handicaps. These nondiscriminatory practices will apply to all areas of employment, including hiring, upgrading and promotions, terminations, compensation, benefit programs and educational opportunities.

Anyone involved with employment or contracting activities for this Redevelopment Plan and Project will be responsible for conformance with this policy and the compliance requirements of applicable state and federal regulations.

The City and the private developers involved in the implementation of this Redevelopment Plan and Project will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level for the Project being undertaken in the Redevelopment Project Area. Any public/private partnership established for the development project in the Redevelopment Project Area will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals. The partnership will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner.

Underlying this policy is the recognition that successful affirmative action programs are important to the continued growth and vitality of the City of Chicago.

[Appendix "A" referred to in this Roosevelt-Canal Tax Increment Redevelopment Plan and Project constitutes Exhibit "C" to the ordinance and is printed on pages 40936 through 40937 of this Journal.]

[Figure 1 referred to in this Roosevelt-Canal Tax Increment Redevelopment Plan and Project constitutes Exhibit "E" to the ordinance and is printed on page 40928 of this Journal.]

[Figures 2 and 3 referred to in this Roosevelt-Canal Tax Increment Redevelopment Plan and Project printed on pages 40929 through 40930 of this Journal.]

Appendix "B" referred to in this Roosevelt-Canal Tax Increment Redevelopment Plan and Project reads as follows:

*Appendix "B".*  
(To Roosevelt/Canal Tax Increment  
Redevelopment Plan And Project)

*Eligibility Report For The Roosevelt/Canal  
Redevelopment Project Area.*

Summary Of Findings.

The purpose of this study is to determine whether a portion of the City of Chicago located south of Roosevelt Road between Canal Street and Clinton Street qualifies for designation as a tax increment financing district within the definitions set forth under 65 ILCS 5/11-74.4 contained in the "Tax Increment Allocation Redevelopment Act" (65 ILCS 5/11-74.1, et seq.) hereinafter referred to as the "Act". This legislation focuses on the elimination of blighted or rapidly deteriorating areas through the implementation of a redevelopment plan. The Act authorizes the use of tax increment revenues derived in a project area for the payment or reimbursement of eligible redevelopment project costs.

The findings in this report are based on surveys and analyses of the properties and public rights-of-way identified in Figure 1. Land within the study area was originally developed as a freight terminal for the Soo Line Railroad. The primary study area is generally bounded by Roosevelt Road on the north, Canal Street on the east, Clinton Street on the west and 14th Street on the south. A secondary study area extends south of 14th Street and includes all of the block bounded by 14th Street, Clinton Street, Canal Street, and 14th Place and most of the block bounded by the 14th Place, Canal Street, Jefferson Street and 15th Place.

The approximately twenty-three (23) acres of land contained within these boundaries will hereafter be referred to as the "study area". The study area includes five (5) improved parcels and one (1) vacant parcel. The study area includes only contiguous parcels and street rights-of-way and is not less than one and one-half (1½) acres in size. A legal description of the study area outlined in Figure 1 is included as Appendix A.

The evaluation of the eligibility of the study area for designation as a tax increment financing district included a visual condition survey of all buildings and structures in the study area, a parcel-by-parcel land-use inventory, a field reconnaissance of the entire study area, and a review of pertinent reports.

Based on the analysis and evaluation which are described in this report, the study area was found to qualify for designation as a blighted area under the Act.

- Nine (9) of the fourteen (14) factors set forth in the Act are found to be present in the study area. Five (5) are required. These conditions are:
  1. Age.
  2. Deleterious land use or layout.
  3. Depreciation of physical maintenance.
  4. Dilapidation.
  5. Deterioration.
  6. Excessive land coverage.
  7. Excessive vacancies.
  8. Lack of ventilation, light or sanitary facilities.
  9. Obsolescence.
- The blighting factors present are reasonably distributed throughout both the primary and secondary study area.
- All properties within the study area show the presence of blighting factors.
- The primary study area includes only those contiguous parcels of real property, public rights-of-way and improvements that will be substantially benefited by the currently proposed redevelopment project improvements.
- The secondary study area includes parcels which are also blighted and which may be benefited by future redevelopment project improvements which are beyond the scope of the initial Roosevelt/Canal Redevelopment Plan and Project.

The proposed Roosevelt/Canal Redevelopment Project Area has not been subject to growth and development by private enterprise. The analysis disclosed that the area was originally developed prior to Chicago's first zoning ordinance, and that the area does not meet the basic standards and guidelines for contemporary development. As a result of these and other factors considered in the eligibility study, the area is characterized by conditions that warrant designation of the entire study area as a "blighted

area” under the definitions set forward in the Act. Based on the conditions present, the study area is not likely to be redeveloped without the adoption of a tax increment redevelopment plan.

The buildings in the study area were designed to serve a single purpose. The buildings have had a low occupancy rate for many years, due in large measure to the low clearances and massive columns which are found throughout the buildings. The low occupancy rate is an indicator of the inherent difficulty in adapting these structures to another purpose.

The Soo Terminal structure is approaching the end of its useful life, and new development cannot be economically justified without demolition and clearance of the entire site. The extensive use of support columns, which were needed to support the weight of the freight trains, adds substantially to the redevelopment costs and is a primary reason why public assistance is needed to encourage new development in an area where property values are declining.

This report summarizes the analyses and findings of the consultant’s work, which, unless otherwise noted, is solely the responsibility of Camiros, Ltd. and does not necessarily reflect the views and opinions of potential developers or the City of Chicago. However, the City of Chicago is entitled to rely on the findings and conclusions of this report in designating the study area as a redevelopment project area under the Act.

## 1.

### *Introduction.*

The Tax Increment Allocation Redevelopment Act permits municipalities to induce redevelopment of eligible “blighted”, “conservation” or “industrial park conservation areas” in accordance with an adopted redevelopment plan. The Act stipulates specific procedures which must be adhered to in designating a redevelopment project area. One of those procedures is the determination that the area meets the statutory eligibility requirements. By definition, a redevelopment project area is:

“ . . . an area designated by the municipality, which is not less in the aggregate than one and one-half (1½) acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or combination of both blighted areas and conservation areas.”

(Continued from page 40905)

In adopting this legislation, the Illinois General Assembly found:

1. that there exist in many municipalities within the State blighted and conservation areas; and
2. that the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

The legislative findings were made on the basis that the presence of blight or conditions which lead to blight is detrimental to the safety, health, welfare and morals of the public. The Act specifies certain requirements which must be met before a municipality may proceed with implementing a redevelopment project in order to ensure that the exercise of these powers is proper and in the public interest.

Before the tax increment financing technique can be used, the municipality must first determine that the proposed redevelopment area qualifies for designation as a blighted area, conservation area, or an industrial park conservation area. The Act defines a "blighted area" as any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, because of a combination of factors, an improved area is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired.

#### Blighted Areas.

If the property under consideration is improved, a combination of five (5) or more or the following fourteen (14) factors must be present for designation as a blighted area:

1. Age.
2. Deleterious land use or layout.
3. Depreciation of physical maintenance.
4. Dilapidation.
5. Deterioration.
6. Excessive land coverage.

7. Illegal use of individual structures.
8. Excessive vacancies.
9. Inadequate utilities.
10. Lack of community planning.
11. Lack of ventilation, light or sanitary facilities.
12. Obsolescence.
13. Overcrowding of structures and community facilities.
14. Presence of structures below minimum code standards.

If the property is vacant, a combination of two (2) or more of the following factors qualifies the area as blighted.

- Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
- Diversity of ownership of vacant land.
- Flooding on all or part of such vacant land.
- Obsolete platting of vacant land.
- Tax or special assessment delinquencies on such land.

Vacant property also qualifies as "blighted" if any one of the following factors is present:

- The area qualified as blighted immediately before it became vacant.
- The area consists of an unused quarry or quarries.
- The area consists of unused railyards, tracks or rights-of-way.
- The area consists of an unused disposal site containing debris from construction demolition, etc.
- The area is subject to chronic flooding which adversely impacts on real property in the area, and such flooding is substantially caused by one or more improvements in or near the area in existence for at least five (5) years.

- The area is fifty (50) to one hundred (100) acres, seventy-five percent (75%) vacant, shows deleterious qualities and was designated as a town center before 1982, but not developed for that purpose.

#### Conservation Areas.

Conservation areas are areas which are rapidly deteriorating and declining. Such areas are not yet blighted, but may soon become blighted areas if their decline is not checked. Establishing an area as a "conservation area" under the Act requires that fifty percent (50%) or more of the structures in the area must be thirty-five (35) years of age or older, and the presence of three (3) or more of the following fourteen (14) factors:

1. Abandonment.
2. Deleterious land use or layout.
3. Deterioration.
4. Depreciation of physical maintenance.
5. Dilapidation.
6. Excessive land coverage.
7. Illegal use of individual structures.
8. Excessive vacancies.
9. Lack of community planning.
10. Lack of ventilation, light or sanitary facilities.
11. Obsolescence.
12. Overcrowding of structures and community facilities.
13. Presence of structures below minimum code standards.
14. Inadequate utilities.



### Industrial Park Conservation Area.

In order to qualify for designation as an "industrial park conservation area", a redevelopment project area must meet all of the following conditions:

- Be within a labor surplus area (unemployment for the municipality for the last six (6) months was higher than the national average and was also greater than six percent (6%).
- Be within the territorial limits of the municipality or within one and one-half ( $1\frac{1}{2}$ ) miles of the territorial limits of the municipality and is annexed and zoned as industrial.
- Include both vacant land suitable for use as an industrial park and a blighted area or conservation area contiguous to such vacant land.

Although the Act defines blighted and conservation areas, it does not define when the factors present qualify an area for such designation. Therefore, it is necessary to establish reasonable and defensible criteria to support each local finding that serves to qualify an area as either a blighted or conservation area.

The presence and documentation of the minimum number of factors may be sufficient to establish eligibility for designation as a blighted or conservation area. However, this evaluation was made on the basis that such factors should be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. In other words, each factor identified should be present to a meaningful degree so that a local governing body may reasonably find that the factor is clearly present within the intent of the Act. Similarly, blighting factors should be reasonably distributed throughout the study area so that basically good areas are not arbitrarily found to be blighted because of their proximity to areas which are blighted.

The test eligibility of the study area is based on the conditions of the area as a whole. The Act does not require that eligibility be established for each and every property in the study area.

## 2.

*The Study Area.*

The study area is located on Chicago's near south side, about one (1) mile southwest of the Loop. The property was originally developed as the Soo Line Freight Terminal, a four (4) block long air rights development extending from Roosevelt Road on the north to 15th Place on the south. The primary study area consists of two (2) parcels located in the area generally bounded by Roosevelt Road on the north, Canal Street on the east, Clinton Street on the west and 14th Street on the south. This property is expected to be the primary focus of the Roosevelt/Canal Redevelopment Plan and Project. The secondary study area includes the remaining portions of the original Soo Terminal facility and an adjacent vacant parcel. This portion of the study area extends south of 14th Street and includes all of the block bounded by 14th Street, Clinton Street, Canal Street and 14th Place and most of the block bounded by 14th Place, Canal Street, Jefferson Street and 15th Place.

The six (6) parcels included within the twenty-three (23) acre study area are identified in Figure 1. A legal description of the study area outlined in Figure 1 is included as Appendix A. Five (5) parcels are improved and one (1) is vacant.

**History.**

The land within the study area was originally developed for use as a freight terminal by the Minneapolis, St. Paul and Sault Sainte Marie Railway Company (Soo Line). The Soo Terminal was built in 1913, and included all five (5) of the improved parcels within the study area. In order to accommodate the track platform above street grade, the terminal was built as an elevated structure with an extensive network of massive support columns that bridged public streets with viaducts. The structure was used as a freight terminal until 1964. Ground level tracks are still visible in 14th Place under the viaduct.

The Soo Terminal property consists of four (4) separate buildings that share a common roof platform. Three (3) of the buildings take up entire city blocks. The fourth (4) building follows the property lines and takes up most of a fourth (4th) block at the southern end of the study area. The original track area and railyard were located on the air rights platform above three (3) southern buildings. These single-story open warehouse buildings were constructed with a reinforced concrete infrastructure and concrete block and brick walls.

A three (3) story reinforced concrete building with masonry exterior walls is located on the air rights platform at the north end of the site. This building served as the main office building. A two (2) story reinforced concrete warehouse building is also located on the upper level platform. The Roosevelt Road ground level frontage housed several commercial operations, including at one point a furniture store and most recently the South Loop Flea Market.

The Soo Terminal functioned primarily as a distribution center. The warehouse buildings on the upper level and warehouse space on the ground level were used to store paper products, automobile parts and food products. Since the Soo operations on the site were suspended, portions of the property have continued to be leased as warehouse, commercial and office space.

In 1988, the property was sold to a developer who intended to renovate the ground floor space and construct new commercial space on the parking deck. Structural repairs were undertaken to extend the life of the platform structure, and the train tracks on the roof were removed. The roof platform was converted to an asphalt parking deck accessed by two (2) ramps from street level. One (1) ramp is located at the southeast corner of Roosevelt Road and Clinton Street and the other runs north from 14th Place between Clinton and Canal.

The redevelopment effort was unsuccessful and, given the limited remaining life of the roof structure, it has become uneconomic to attempt redevelopment within the study area without demolition and clearance of all of the Soo Terminal buildings. Given the expense involved in preparing the site for at-grade redevelopment, it is unlikely that redevelopment will proceed without public assistance.

The study area also includes a small vacant parcel which was not part of the original Soo Terminal facility. The parcel is approximately eight thousand two hundred eighty-eight (8,288) square feet in size, and shows evidence of illegal dumping. Its size makes industrial development unlikely without consolidation with adjacent land to create a larger development parcel.

#### Occupancy.

The property included within the study area boundaries contains approximately six hundred seventy thousand (670,000) square feet of net rentable space, not counting the roof-top parking deck which is used for parking on Sundays by the Maxwell Street Market and leased to other users.

Current tenants occupy approximately fifty-five thousand (55,000) square feet of space and include a radio station, plumbing contractor, the Chicago Board of Health and a tavern. This low level of occupancy has been

consistently experienced with respect to this property since the Soo Railroad ceased its operations on the site.

#### Surrounding Land Use.

The study area is located in a mixed commercial and industrial area. Surrounding properties include industrial facilities, railroad properties and commercial/retail outlets.

Metra's metropolitan rail yard, completed in the late 1980s is located directly east of the study area. Amtrak's rail yard and the Chicago River are located just east of the Metra rail yard. Taken together, these land-uses form a significant barrier between the study area and the residential neighborhoods east of the Chicago River. Railroad property is also found to the south of the study area.

Property between the Soo Terminal structure and 15th Street includes an elevated rail line which appears to be unused or abandoned; a concrete loading platform -- portions of which are used for tractor-trailer storage; and an unpaved strip of land between Jefferson and Canal Streets which appears to have originally been a rail track or spur (most of this track has been removed).

Land-uses north of the study area include a mix of multi-story and single-story commercial and industrial buildings generally ranging in age from twenty (20) to seventy (70) years. Newer facilities located one (1) to two (2) blocks north of Roosevelt Road include back office facilities for Continental Bank and the Northern Trust.

The area immediately to the west of the study area contains a mix of nonresidential land-uses. The Chicago Fire Department's Training and Physical Assessment Center is located immediately west of the study area at the southwest corner of Clinton and Maxwell Streets. A one hundred thirty thousand (130,000) square foot retail strip center situated on a five and six tenths (5.6) acre site is located at Roosevelt Road and Jefferson Street. South of the retail center are a number of industrial and warehouse uses. United Parcel Service's distribution facility is also a dominant land-use, occupying a site between Jefferson Street and I-90/94 that extends from 12th Place south beyond 15th Street, covering approximately three (3) city blocks.

#### Zoning.

M.C.P.D. Number 450, a Manufacturing-Commercial Planned Development, adopted by the Chicago City Council on May 5, 1988, sets forth the land-uses permitted with respect to property within the study area. Permitted uses include general merchandise uses, retail drug stores, food stores, department stores, restaurants and service type business uses,

parking and related uses, storage, warehousing and wholesale establishments. These uses are consistent with the zoning of property west of the study area along the Roosevelt Road commercial corridor, and establish a transition to the manufacturing districts that also abut the study area as shown in Figure 2. The small, vacant portion of the site is zoned M2-3.

#### Access.

The study area is located between the Chicago River and the Dan Ryan Expressway. Roosevelt Road provides east/west access and an interchange with the Dan Ryan Expressway. Canal Street is one-way north and Clinton Street is one-way south. Traffic signals are located along Roosevelt Road at Clinton and Canal Streets.

#### Property Values.

Property values for improved parcels within the study area have declined over the last three (3) years as shown in the following assessment history for the Soo Terminal buildings. During this period the assessed value of the vacant parcel in the study area has remained constant. This trend is significant in view of generally increasing assessed values for the City as a whole.

Table 1.

#### Improved Property Assessment History.

Parcel	Assessed Value		
	1993	1994	1995
17-21-511-009	\$ 875,855	\$ 448,503	\$ 426,236
17-21-511-010	359,686	198,347	189,719
17-21-511-011	359,686	198,781	190,115
17-21-511-017	Exempt	Exempt	Exempt

	1993	1994	1995
17-21-511-018	<u>292,406</u>	<u>190,892</u>	<u>185,075</u>
TOTAL:	\$1,887,633	\$1,036,523	\$991,145

The study area is located within the Near West Side Community Area. In 1995, ninety-five (95) building permits were issued for new construction in the Near West Side with an estimated value of Thirty Million Three Hundred Thousand Dollars (\$30,300,000). In 1994, ninety (90) permits were issued with an estimated value of Fifty-six Million Three Hundred Thousand Dollars (\$56,300,000). And in 1993, forty-seven (47) permits were issued with an estimated value of Fifty-four Million Two Hundred Thousand Dollars (\$54,200,000). During these three (3) years, no permits were issued for new construction within the study area. According to property management records, there have been no new tenants or improvements since the current property managers took over the old Soo Terminal property in May, 1992.

### 3.

#### *Eligibility Studies And Analysis.*

An analysis was undertaken to determine whether any or all of the blighting factors listed in the Act are present in the study area, and if so, to what extent and in which locations.

In order to accomplish this evaluation the following tasks were undertaken:

1. Exterior survey of the condition and use of each building.
2. General interior inspection of the unoccupied portions of selected structures in the study area.
3. Field survey of environmental conditions involving parking facilities, public infrastructure, site access, fences and general property maintenance.
4. Analysis of existing land uses and their relationships.
5. Comparison of surveyed buildings to zoning regulations.

6. Analysis of the current platting, building size and layout.
7. Analysis of building floor area and site coverage.
8. Review of previously prepared plans, studies, inspection reports and other data.
9. Analysis of real estate assessment data.
10. Review of available building permit records and property management information concerning tenant occupancy and improvements.

A statement that a factor is not present indicates that either no information was available or that no evidence was documented as a result of the various surveys and analyses. A factor described as being present to a limited extent indicates that the factor is present, but that the distribution or impact of the blighting condition is limited. Where a factor is described as being present to a major extent, the factor is present throughout major portions of the study area. The presence of such conditions have a major adverse impact or influence on adjacent and nearby development.

Each factor identified in the Act for determining whether an area qualifies as a blighted area is discussed below and a conclusion is presented as to whether or not the factor is present in the study area. These findings describe the conditions that exist and the extent to which each factor is present.

#### Age.

The age of a structure is often a key indicator of the relative usefulness of a piece of property. Older structures frequently require extensive maintenance in order to maintain mechanical systems or maintain structural integrity. The costs involved in maintaining and upgrading aging buildings often create adverse impacts on existing users and create impediments to the marketability and reuse of industrial or commercial structures.

In establishing a conservation area under the Act, thirty-five (35) years is used as an indication of the point at which age becomes a potentially blighting factor with respect to structures within a study area. For buildings intended for long-term occupancy, this is the point at which building systems can be expected to begin to fail, and building types may become obsolete as a result of changing technology or use. For buildings that are designed for a shorter life span, age can become a blighting factor even in relatively new buildings.

This factor is present to a major extent. The Soo Freight Terminal was built in 1913 and the buildings are now more than eighty (80) years old. A structural engineering report, prepared in 1989, recommended a variety of structural improvements intended to extend the useful life of the structure for another twenty (20) years, or until the year 2009. Although most of these improvements were carried out, the passage of time means that as of 1996, these structures have a remaining useful life of less than fifteen (15) years. Recent structural assessments confirm that the structures are approaching the end of their useful lives as evidenced by continuing deterioration despite the recent structural repairs.

#### Deleterious Land-Use Or Layout.

Deleterious land-uses include instances of incompatible land-use relationships, single-purpose buildings converted to accommodate other activity, buildings occupied by inappropriate mixed uses, or uses which may be considered noxious, offensive or environmentally unsuitable. This condition also exists if any of the following are present:

1. platting does not conform to the current subdivision code with respect to lot size, configuration and public access;
2. parcels are of inadequate size or shape for contemporary development;
3. there are land-use conflicts with adjacent land-uses;
4. residential uses front on or near heavily traveled streets, thus causing susceptibility to noise, fumes and glare;
5. structures are located in a one hundred (100) year flood plain; or
6. environmental contamination is present which hampers reuse.

This factor is also strongly present within the study area. The facilities were designed to accommodate a freight terminal as an air rights development, with office and warehouse functions also oriented to the above grade platform. Ground level clearances are generally less than eleven (11) feet. Subsequent adaptation of the ground level space for warehouse and other marginal uses was not highly successful, as evidenced by the substantial portions of the ground level which remain unleased.

Low viaduct clearances provided by the platform roof structure also adversely affect traffic movement in the area. The Maxwell Street viaduct, which is one-way west, has a clearance of ten (10) feet, six (6) inches. The 14th Street viaduct is restricted to cars only, reflecting a similarly low



clearance. The 14th Place viaduct has a posted clearance of thirteen (13) feet, seven (7) inches.

Since the ground level has been entirely walled in with brick and concrete, interspersed with loading docks, the Soo Terminal structure represents a significant land use barrier that cannot be mitigated without demolition.

#### Depreciation Of Physical Maintenance.

This factor refers to the effects of deferred maintenance or lack of maintenance of buildings, improvements and grounds. This condition is present where buildings have unpainted or unfinished surfaces, peeling paint, loose or missing materials, broken windows, loose or missing gutters and downspouts and loose or missing shingles, or where parking areas exhibit an accumulation of trash or debris.

The entire study area strongly exhibits the presence of this factor. Since the Soo Line stopped using the structures as a freight terminal maintenance has been minimal. Interior spaces along Roosevelt Road, formerly occupied by retail uses, are full of debris from previous tenants. Construction debris from water line replacement and track removal are also evident within the study area.

Spalling concrete and rusting, exposed rebar is evident throughout the study area. Sidewalks along Roosevelt Road are deteriorated and peeling paint was observed on railings and windows on the main office building. Parking deck railings are rusted and in some areas completely missing.

#### Dilapidation.

This factor reflects a substandard condition of a building's foundation, wall or roof elements where deterioration has occurred to such an extent that rehabilitation is not practical or economically feasible. Such structures typically exhibit major structural fatigue such as leaning or warped walls, bowed or sagging roofs, or cracked or missing foundation walls.

Structural analyses of the Soo Terminal structures, indicate that the structure had a remaining useful life of more than twenty (20) years following a series of structural repairs completed in 1989. This work included installation of a protected waterproofing membrane system over the roof level deck, a new drainage system and new water tight expansion joint seals. A 1995 structural analysis concluded that the waterproofing system was not functioning properly since water penetration was occurring in previously repaired areas and that making the structural changes needed to accommodate new development on the parking deck platform would require a substantial investment.

Given the passage of time, the Soo Terminal buildings currently have a remaining useful life of less than fifteen (15) years. The useful life of any new commercial building would exceed the remaining life of the existing air rights platform. The impending loss of structural integrity, which cannot be repaired, is consistent with a finding of dilapidation.

Deterioration has caused the Soo Terminal structure to fall into partial ruin or decay, and in this sense, the buildings are dilapidated. Portions of the brick walls are caving in which also supports a finding of dilapidation. However, because the basic structure of the air rights platform is still generally sound, this factor is considered to be present only to a limited extent at this time.

#### Deterioration.

This condition is present when there are physical deficiencies in buildings or site improvements requiring treatment or repair. Deterioration may be present in basically sound buildings that contain defects that can be corrected. Examples include loose or missing materials, or holes or cracks over limited areas. Deterioration that is not easily correctable and cannot be accomplished during the course of normal maintenance may also be evident. Deteriorating structures may be classified as major or minor depending on the degree or extent of the deficiencies. Such defects could involve either primary building components (foundations, frames, roofs) or secondary building components (doors, windows, porches, gutters and downspouts, fascia materials). All buildings classified as dilapidated are also deteriorating.

Deterioration is present to a major extent with respect to the buildings in the study area. Excessive settlement has resulted in severe cracking, tilting and bulging of the exterior, perimeter masonry walls. Holes were observed in masonry walls located under the viaducts. Exposed, rusting rebar is evident in concrete walls throughout the study area. Structural engineering reports indicated substantial settlement of slab-on-ground floor on the ground level and considerable settlement of the twelve (12) inch thick brick firewalls separating interior spaces.

#### Excessive Land Coverage.

This condition is present when buildings occupy all or most of the lot, leaving little or no space for off-street parking, off-street loading and open space amenities. Problem conditions include buildings that are improperly situated on the parcel or buildings that are located on parcels of inadequate size and shape in relation to contemporary standards of development, health or safety. The resulting inadequate conditions include insufficient provision for light and air, increased threat of the spread of fires due to the close proximity of nearby buildings, lack of adequate or proper access to a public

right-of-way, lack of required off-street parking or inadequate provision for loading and service. Excessive land coverage frequently has an adverse or blighting influence on nearby development.

This factor is present to a major extent within the study area. The four (4) buildings that make up the terminal structure cover one hundred percent (100%) of their sites and bridge streets with viaducts.

#### Illegal Use Of Individual Structures.

Illegal use of individual structures refers to the presence of uses or activities which are not permitted by law. This condition also exists when the use of a structure does not conform to the requirements of the existing zoning code.

This factor is not present within the study area.

#### Excessive Vacancies.

This condition is present when the occupancy or use level of a building is low for frequent or lengthy periods. The presence of buildings or sites which are unoccupied or underutilized generally represents an adverse influence on the area. Excessive vacancies include abandoned properties which evidence no apparent effort directed toward their occupancy or utilization.

This factor is present to a major extent. A review of the current rent roll indicates that ninety-two percent (92%) of the rentable space is vacant. Comments contained in the various structural analysis and environmental audit reports prepared since 1988 indicate that this condition has existed since the property was vacated by the Soo Line in 1964. The extensive periods of vacancy for most of these buildings has contributed to the interior deterioration present within the study area.

#### Inadequate Utilities.

This factor exists in the absence of one (1) or more of the following utilities serving the site: gas, electricity, water, sanitary sewer or storm sewer.

This factor is not present within the study area. The buildings that make up the Roosevelt/Canal property have been connected to local public utilities since their construction in 1913.

### Lack Of Community Planning.

This factor is present if the proposed redevelopment area developed prior to or without the benefit and guidance of a community plan. Conditions resulting from a lack of community planning include the existence of incompatible land uses, the lack of proper development of vacant or improved sites, and the presence of inconsistent platting, including parcels of small or irregular shapes.

Lack of community planning is also indicated when there are inadequate public utilities or plans for utility improvements that would allow the property to be developed in accordance with the intensity of use identified in the municipality's comprehensive plan or zoning ordinance or other economic development plans for the area. This factor is also present if public improvements serving the site including streets, streetlights and other utility systems do not meet current municipal standards. Similarly, lack of community planning is indicated if private improvements including parking lots, screening and organization of buildings within the site do not meet accepted community development standards.

Although the Soo Freight Terminal predates Chicago's first zoning ordinance, the historic land uses in the study area are consistent with land use patterns and plans for the surrounding area. Therefore, this factor is not judged to be present within the study area.

### Lack Of Ventilation, Light Or Sanitary Facilities.

Conditions, such as lack of indoor plumbing or lack of adequate windows or other means of providing ventilation or light, can negatively influence the health and welfare of a building's residents or users. Typical requirements for ventilation, light and sanitary facilities include:

- adequate mechanical ventilation for air circulation in rooms without windows such as bathrooms, and dust, odor or smoke producing activity areas;
- adequate natural light and ventilation by means of skylights or windows for interior rooms with proper window sizes and amounts by room area to window area ratios; and
- adequate sanitary facilities, including garbage storage, bathroom facilities, hot water and kitchens.

This factor is present to a limited extent with respect to much of the vacant, ground level space in the study area. The buildings were enclosed for use as storage by solid walls without windows. Substantial areas of

vacant warehouse space lack any type of mechanical ventilation or sanitary facilities for employees. Such facilities are typically provided during tenant buildout.

#### Obsolescence.

Functional obsolescence is characterized by buildings designed for a single or specific purpose or use, buildings of inadequate size to accommodate alternative uses, or buildings using a type of construction which limits long term use and marketability. Site improvements such as water and sewer lines, public utility lines, roadways, parking areas, parking structures, sidewalks, curbs and gutters, and lighting may be obsolete in relation to contemporary standards for such improvements. Functional obsolescence includes poor design or layout, improper orientation of the building on the site, inadequate loading facilities, height or other factors which detract from the overall usefulness or desirability of the property. As an inherent deficiency, functional obsolescence results in a loss in value of the property.

Economic obsolescence may be evidenced by a variety of factors including deterioration of the physical environment, streets of inadequate width or parcels of inadequate size or irregular shape which prevent reasonable development. This condition is often a result of adverse conditions which cause some degree of market rejection and, therefore, a depreciation of market values.

The results of this analysis indicate that obsolescence is present to a major extent within the study area. The buildings within the study area are functionally, economically and physically obsolete.

The Soo Terminal was a single purpose structure built to accommodate freight trains on the roof. The facility reflected early 1900s Chicago planning principles which called for train terminals to be located either below or above grade so that cross streets were not blocked by trains unloading either freight or passengers. While the facility probably reflected the state of the art for intermodal distribution centers in 1913, it is woefully inadequate as warehouse and distribution space for today's users.

The type of construction limits long term use and marketability of property within the study area. Solid walls and low viaduct clearances create barriers that impede access to and through the study area. Massive ground level support columns reduce the amount of net rentable space and hamper use of first floor interior spaces. Low viaduct clearances which may have been acceptable when the Soo Terminal was built are no longer provide adequate clearance for truck traffic. High ceilings, open spans, large loading docks and adequate bridge and viaduct clearances that are typical of new commercial and industrial areas are not present within the study area.

The Soo Terminal structure is more than eighty (80) years old and is rapidly approaching the end of its useful life. Recent structural analyses have indicated that the platform structure, which could be used to accommodate roof level commercial development, has less than twenty (20) years of remaining useful life, and that the rate of deterioration is accelerating. These conditions are indications of physical obsolescence.

The excessive vacancies which have characterized the study area for nearly three decades indicate that the buildings are economically obsolete since their value to potential users has historically been limited. Further, the remaining useful life of the air rights platform is too short to economically justify construction of new commercial development on the roof as envisioned under the current zoning of the study area. Indeed, the northern portion of the deck structure cannot accommodate new development without demolition of existing roof level buildings and structural modifications designed to allow new structures to be built at the same elevation as the existing parking deck.

#### Overcrowding Of Structures And Community Facilities.

This condition exists when a structure or community facility has reached a level of use beyond a designed or legally permitted level. Overcrowding is often found in buildings originally designed for a specific use and later converted to accommodate a more intensive use without adequately meeting requirements for minimum floor area, privacy, ingress and egress, loading and services, or the capacity of building systems.

This factor is not present in the study area since most of the rentable space is vacant.

#### Presence Of Structures Below Minimum Code Standards.

This factor is present when structures do not conform with local standards of building, fire, housing, zoning, subdivision or other applicable governmental codes. Structures below minimum code standards include all buildings which do not meet the standards of zoning, subdivision, building, housing, fire, property maintenance or other governmental codes applicable to the property. The principal purposes of such codes are to require that buildings be constructed in such a way that they can sustain the loads expected from the type of occupancy and are safe for occupancy against fire and similar hazards, and/or to establish minimum standards for safe and sanitary habitation. Buildings below minimum code are characterized by defects or deficiencies which threaten health and safety.

This factor does not appear to be present within the study area. The owner has not been notified of any code violations with respect to this property. Structural analyses indicate that the support structure is in generally good

structural condition although the remaining useful life of the air rights platform is relatively short. Comments in the phase one environmental audit report indicated that insects and rodents were becoming increasingly prevalent in the buildings. Building vacancies and holes in exterior walls may at least partially explain this condition.

#### Vacant Land.

The study area includes a small, vacant parcel which was not part of the original Soo Terminal facility. This parcel shows evidence of illegal dumping and volunteer tree growth. The parcel is approximately eight thousand two hundred eighty-eight (8,288) square feet in size.

The parcel size makes industrial development unlikely without consolidation with adjacent land to create a larger development parcel. Therefore, this parcel meets the requirements for designation as blighted by virtue of the presence of the following factors:

- Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
- Obsolete platting of vacant land.

#### 4.

#### *Determination Of Study Area Eligibility.*

Both the primary and secondary study areas meet the requirements of the Act for designation as a "blighted area". There is a reasonable presence and distribution of nine (9) of the fourteen (14) factors listed in the Act. Seven (7) factors are present to a major extent. Two (2) factors are present to a limited extent. These include:

1. Age.
2. Deleterious land use or layout.
3. Depreciation of physical maintenance.
4. Dilapidation.
5. Deterioration.
6. Excessive land coverage.

7. Excessive vacancies.
8. Lack of ventilation, light or sanitary facilities.
9. Obsolescence.

The distribution of blighting factors which qualify the improved portions of the study area as a "blighted area" are summarized in Table 2 and shown in Figure 3. The vacant parcel within the study area boundaries also qualifies as "blighted" based on the presence of the following factors:

- Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
- Obsolete platting of vacant land.

The functional obsolescence of the buildings within the study area, coupled with their rapid deterioration and other related conditions, necessitates demolition and clearance prior to any private development efforts within the study area. The type of construction used for the original Soo Terminal building is among the factors which substantially increases redevelopment project costs to a degree that requires public assistance. Therefore, based on the conditions present, the area is not likely to be developed without the designation of all or part of the study area as a "blighted area" and the adoption of a tax increment redevelopment plan and project.

Table 2.

Blighting Factors Present Within The Roosevelt/Canal  
Redevelopment Project Study Area.

Blighting Factors	Primary Study Area Improved Parcels			Secondary Study Area Improved Parcels	
	-009	-010	-011	-017	-018
Age	***	***	***	***	***

\*\*\* = present to a major extent



	Primary Study Area Improved Parcels			Secondary Study Area Improved Parcels	
Deleterious Land-Use or Layout	***	***	***	***	***
Depreciation of Physical Maintenance	***	***	***	***	***
Dilapidation	*	*	*	*	*
Deterioration	***	***	***	***	***
Excessive Land Coverage	***	***	***	***	***
Illegal Use of Individual Structures					
Excessive Vacancies	***	***	***	***	***
Inadequate Utilities					
Lack of Community Planning					
Lack of Ventilation, Light or Sanitary Facilities	*	*	*	*	*
Obsolescence	***	***	***	***	***
Overcrowding of Structures and Community Facilities					
Presence of Structures Below Minimum Code Standards					

\*\*\* = present to a major extent

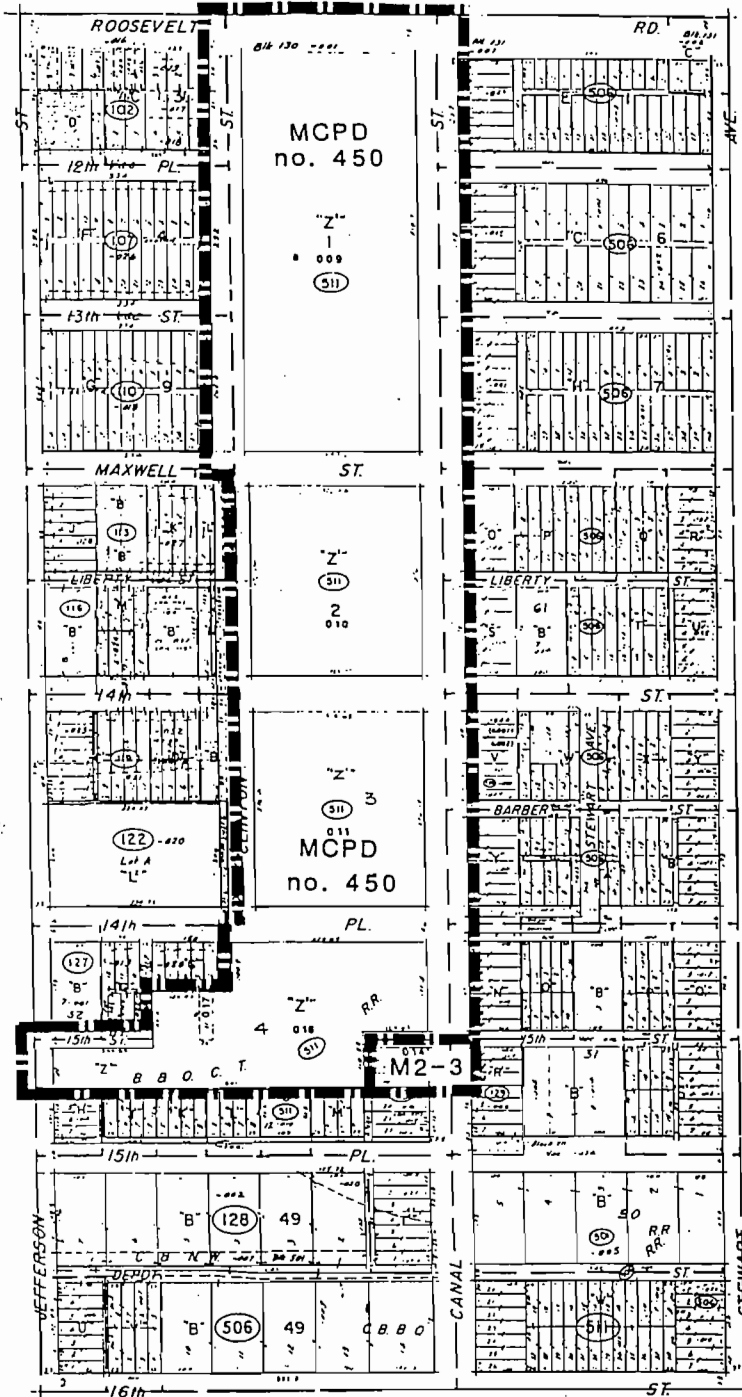
\* = present to a limited extent

[Appendix "A" referred to in this Eligibility Report constitutes Exhibit "C" to the ordinance and is printed on pages 40936 through 40937 of this Journal.]

[Figures 1, 2 and 3 referred to in this Eligibility Report printed on pages 40928 through 40930 of this Journal.]

Figure 2.  
(To Roosevelt-Canal Tax Incremental Redevelopment  
Plan And Project)

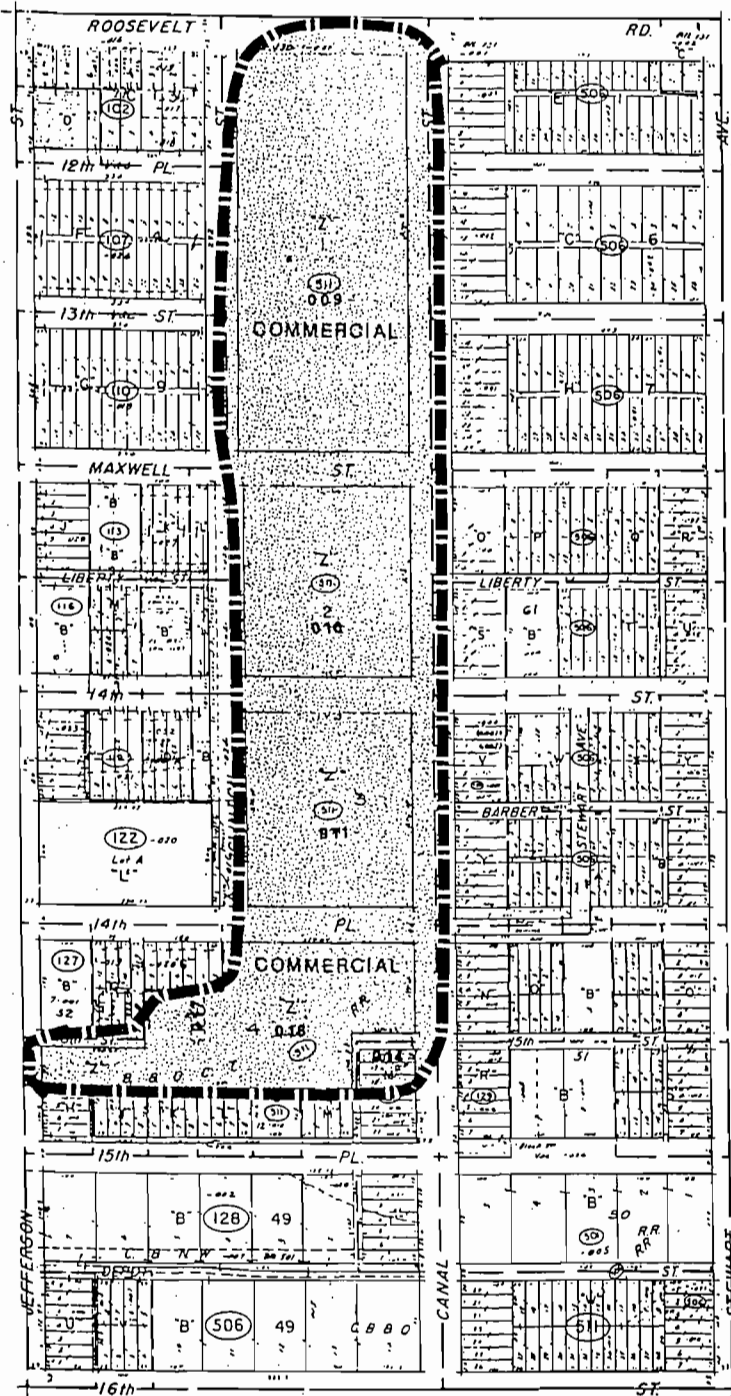
Figure 2.  
Roosevelt/Canal Redevelopment Project Area Zoning



Prepared by  
**CAMIROS**  
 411 South Wells Street  
 Chicago, Illinois 60607  
 312/922-9211

Figure 3.  
(To Roosevelt-Canal Tax Increment Redevelopment  
Plan And Project)

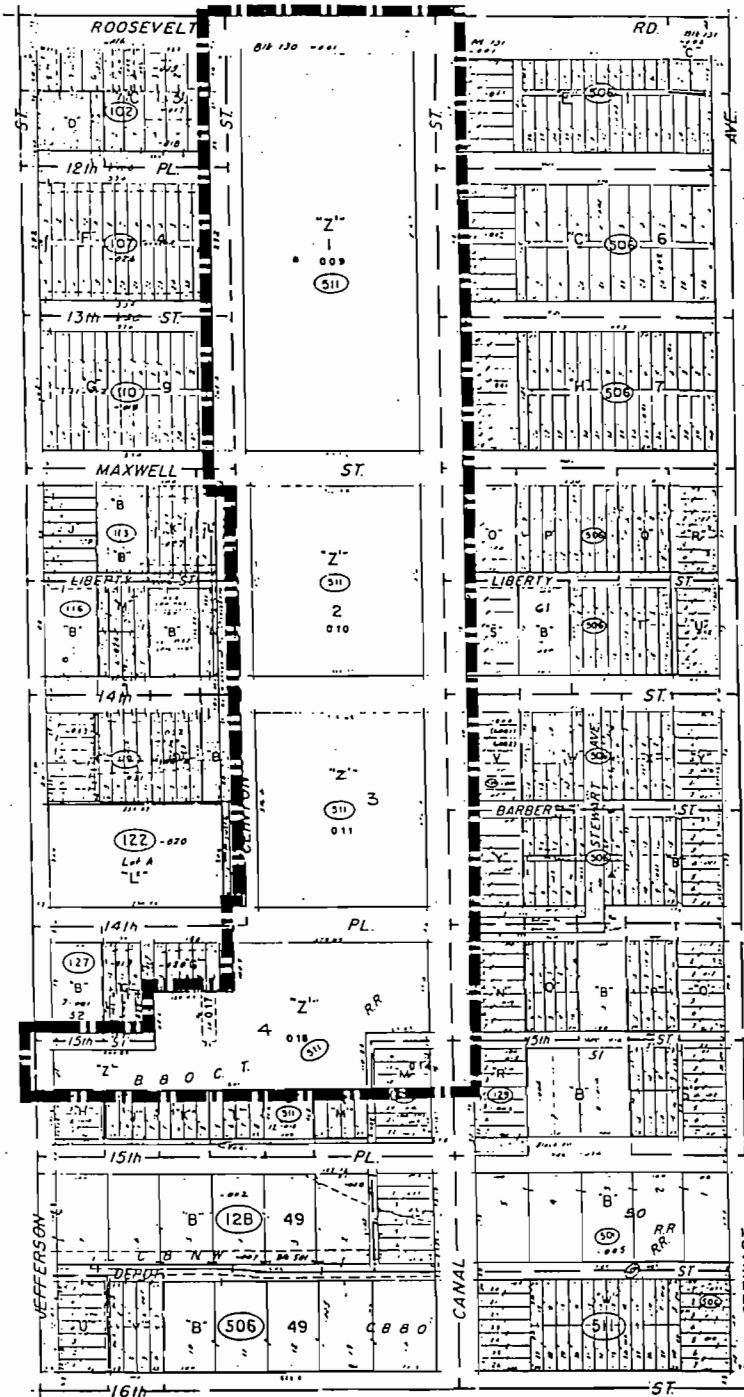
Figure 3.  
General Land Use Plan



  
Prepared by  
**CAMIROS**  
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Chicago, Illinois 60607  
312/922-9211

Figure 1.  
(To Eligibility Report)

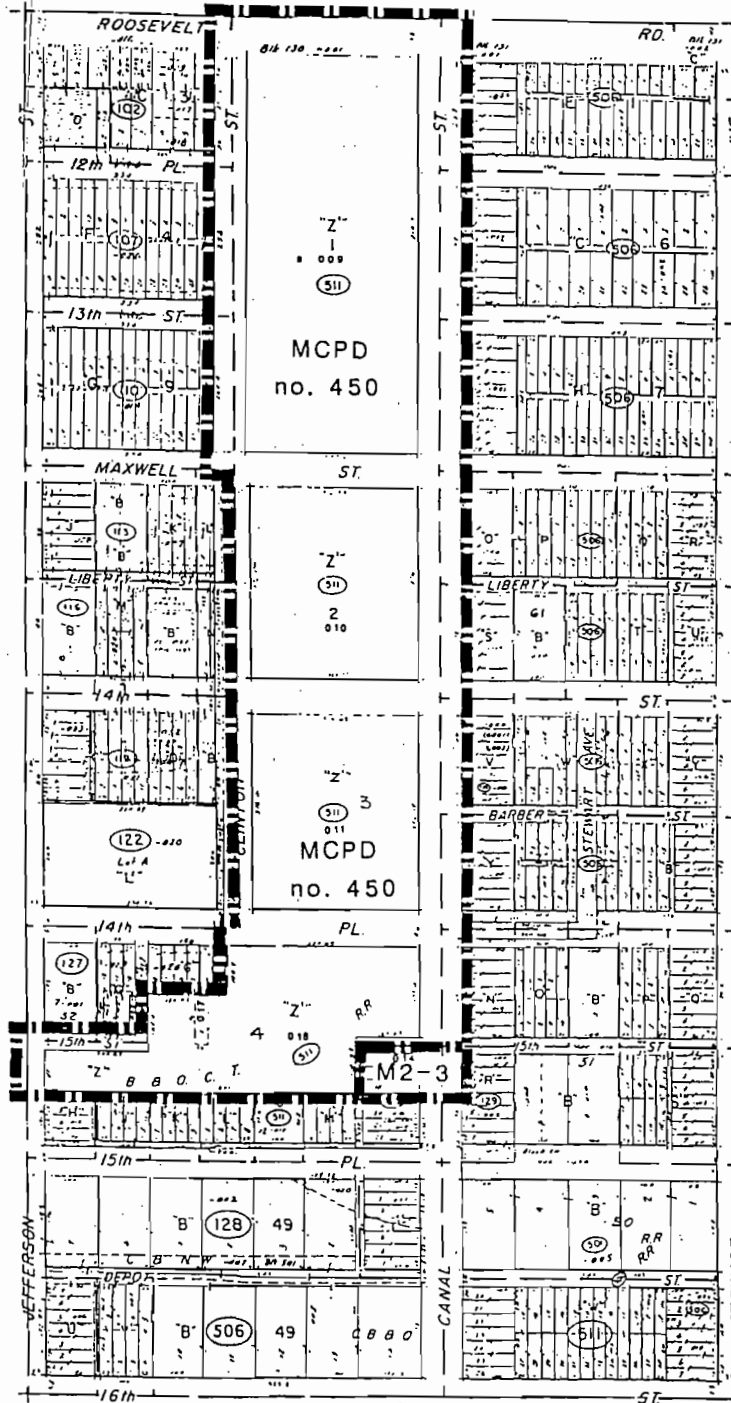
Figure 1.  
Roosevelt/Canal  
Tax Incremental Redevelopment Project Study Area



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Figure 2.  
(To Eligibility Report)

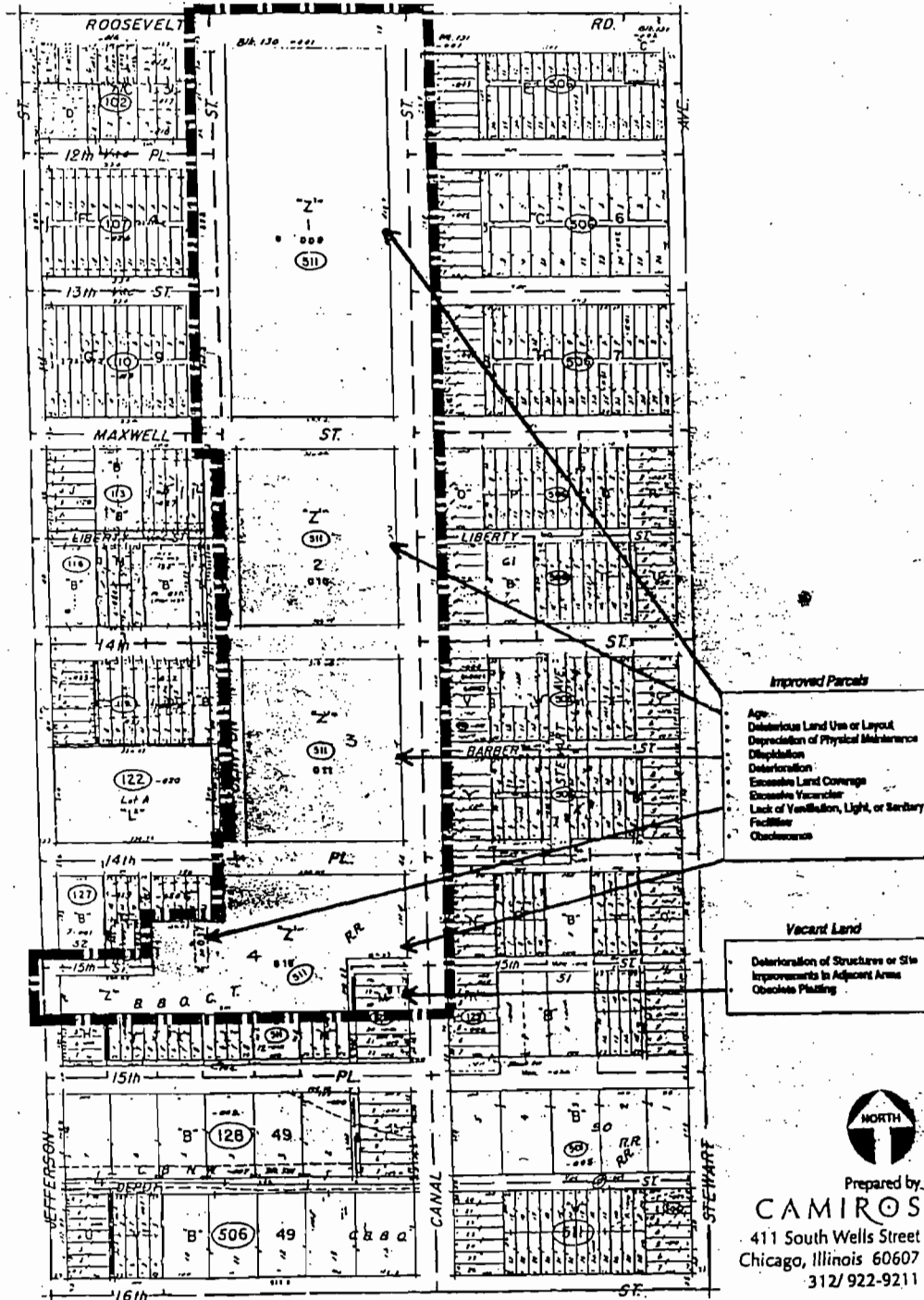
Figure 2.  
Roosevelt/Canal Study Area Zoning



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Figure 3.  
(To Eligibility Report)

Figure 3.  
Distribution of Blighting Factors



*Exhibit "B".*

State of Illinois )  
 ) SS.  
 County of Cook )

*Certificate.*

I, Darlene Cowan, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a special meeting held on the 28th day of January, 1997, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 30th day of January, 1997.

(Signed) Darlene Cowan  
 Assistant Secretary

Resolution 97-CDC-12 referred to in this Certificate reads as follows:

*Community Development Commission  
 Of The  
 City Of Chicago*

*Resolution 97-CDC-12*

*Recommending To The City Council Of  
 The City Of Chicago*

*For The Proposed  
Roosevelt/Canal  
Redevelopment Project Area:*

*Approval Of  
A Redevelopment Plan,  
Designation Of A  
Redevelopment Project Area*

*And*

*Adoption Of Tax Increment Allocation Financing.*

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Chapter 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations, studies and surveys of the Roosevelt/Canal Redevelopment Project Study area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented the following document to the Commission for its review:

"Roosevelt/Canal Tax Increment Redevelopment Plan and Project"  
(the "Plan") attached hereto as (Sub)Exhibit B, which contains as



Appendix B an "Eligibility Report for the Roosevelt/Canal Redevelopment Project Area" (the "Report"); and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Report and Plan were made available for public inspection and review beginning December 9, 1996, being a date prior to the adoption by the Commission of Resolution 96-CDC-80 on December 10, 1996 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on December 31, 1996, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on January 5, 1997, both in the *Chicago Sun-Times*, being a newspaper of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on January 14, 1997, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on December 12, 1996, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on December 12, 1996, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on January 28, 1997 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on December 23, 1996 at 10:00 A.M. (being a date no more than fourteen (14) days following the mailing of the notice to all taxing districts on December 12, 1996) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Commission has reviewed the Report and Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved By The Community Development Commission Of The City Of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission.

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. the Area would not reasonably be expected to be developed without the use of incremental revenues pursuant to the Act, and such incremental revenues will be exclusively utilized for the development of the Area;

e. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefited by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act; and

f. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half ( $1\frac{1}{2}$ ) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area as defined in the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: January 28, 1997.

[(Sub)Exhibit "A" referred to in this Resolution 97-CDC-12 constitutes Exhibit "D" to the ordinance and is printed on page 40937 through 40938 this Journal.]

[(Sub)Exhibit "B" referred to in this Resolution 97-CDC-12 constitutes Exhibit "A" to the ordinance and is printed on pages 40948 through 40949 of this Journal.]

*Exhibit "C".*

*Legal Description Of The Roosevelt/Canal  
Redevelopment Project Area.*

A tract of land in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, said tract of land being more particularly described as follows:

beginning at the intersection of the original centerline of West Roosevelt Road (being also the north line of said northwest quarter of Section 21) with the northward projection of the east line of South Canal Street; thence south along said northward projection and along said east line (crossing vacated West 12th Place, vacated West 13th Street, vacated West Maxwell Street, vacated West Liberty Street, vacated West 14th Street, vacated West Barber Street, vacated West 14th Place and that part of West 14th Place dedicated for public street by Document Number 89191968, and vacated West 15th Street) to the southwest corner of Lot 3 in the subdivision of Lot 6 of Block 51 of Canal Trustee's New Subdivision; thence westward, crossing South Canal Street, to the southeast corner of Lot 18 in Samuel B. Chase's

Subdivision of Lots 1, 2, 13 and 14 in Block 52 of Canal Trustee's New Subdivision; thence west along the south line of said Lot 18 to the southwest corner of said lot; thence southwesterly crossing a 15 foot wide public alley to a southeast corner of the Central Terminal Railway Company's Subdivision in aforesaid Section 21; thence west along the south line of said Central Terminal Railway Company's Subdivision and along the westward extension thereof, to an intersection with the west line of South Jefferson Street; thence north along said west line of South Jefferson Street to an intersection with the north line of West 15th Street (east of South Jefferson Street) projected westward; thence east along said westward projection and along said north line and the eastward projection thereof to an intersection with a west line of the aforementioned Central Terminal Railway Company's Subdivision; thence north along the west line of the Central Terminal Railway Company's Subdivision to an intersection with a north line of said subdivision (said north line being also the south line of a 10 foot wide vacated public alley lying south of and adjacent to Lots 8 to 3, inclusive, in John Nutt's Subdivision of Lots 4, 5 and 6 in Block 52 of the Canal Trustee's Subdivision); thence east along said north line of Central Terminal Railway Company's Subdivision to an intersection with a west line of said subdivision; thence north along said west line and the northward extension thereof, to an intersection with the centerline of West 14th Place; thence east along said centerline to an intersection with the original centerline of South Clinton Street; thence north along said original centerline to an intersection with the centerline of West Maxwell Street; thence west along said centerline to an intersection with the southward extension of the west line of South Clinton Street; thence north along said southward extension and along said west line and the northward extension thereof, crossing a 12 foot wide vacated alley, vacated West 13th Street, a vacated 12 foot wide vacated alley, vacated West 12th Place, vacated 12 foot wide alley and that portion of West Roosevelt Road lying south of the original centerline of said road to an intersection with said original centerline; thence east along said centerline to the point of beginning; in Cook County, Illinois.

*Exhibit "D".*

*Street Boundary Description Of The Area.*

The Roosevelt/Canal Redevelopment Project Area is located on the near south side of the City and is generally bounded as follows:

beginning at West Roosevelt Road and South Canal Street on the north, then proceeding south on South Canal Street to West 14th Street, then west on West 14th Street to South Jefferson Street, then north on South Jefferson Street and by way of public alleys south of West 14th Place to South Clinton Street, then north on South Clinton Street to West Roosevelt Road, then east to South Canal Street and the point of beginning.

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DESIGNATION OF ROOSEVELT/CANAL REDEVELOPMENT  
PROJECT AREA AS TAX INCREMENT  
FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance designating the Roosevelt/Canal Redevelopment Project Area as a Tax Increment Financing District, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

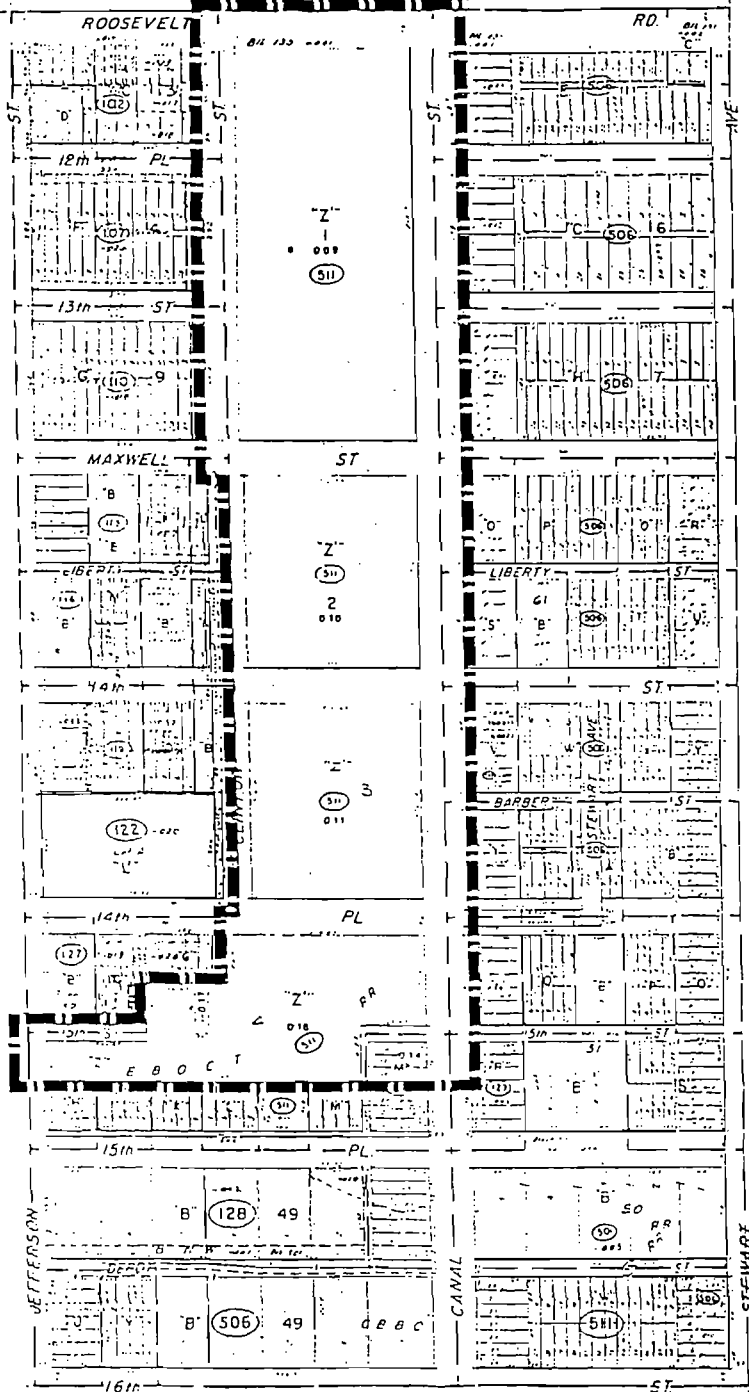
Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

(Continued on page 40940)

Exhibit "E".

Figure 1.  
Roosevelt/Canal  
Redevelopment Project Area



  
Prepared by  
**CAMIROS**  
411 South Wells Street  
Chicago, Illinois 60607  
312/922-9211

(Continued from page 40938)

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

*Nays* -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1993), as amended (the "Act"), for a proposed redevelopment project area to be known as the Roosevelt/Canal Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area on January 28, 1997; and

WHEREAS, The Plan and the related eligibility report were made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act; notice of Hearing was given pursuant to Section 5/11-74.4-6 of the Act; and a meeting of the joint review board (the "Board") was convened pursuant to Section 5/11-74.4-5(b) of the Act; and



WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 97-CDC-12, recommending to the City Council the designation of the Area as redevelopment project area pursuant to the Act, among other things; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report for the Area attached thereto as an exhibit), testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The Roosevelt/Canal Redevelopment Project Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

a. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefited by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

b. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half ( $1\frac{1}{2}$ ) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area as defined in the Act.

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed  
on page 40945 of this Journal.]

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

*Exhibit "A".*

*Legal Description Of The Roosevelt/Canal  
Redevelopment Project Area.*

A tract of land in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, said tract of land being more particularly described as follows:

beginning at the intersection of the original centerline of West Roosevelt Road (being also the north line of said northwest quarter of Section 21) with the northward projection of the east line of South Canal Street; thence south along said northward projection and along said east line (crossing vacated West 12th Place, vacated West 13th Street, vacated West Maxwell Street, vacated West Liberty Street, vacated West 14th Street, vacated West Barber Street, vacated West 14th Place and that part of West 14th Place dedicated for public street by Document Number 89191968, and vacated West 15th Street) to the southwest corner of Lot 3 in the subdivision of Lot 6 of Block 51 of Canal Trustee's New Subdivision; thence westward, crossing South Canal Street, to the southeast corner of Lot 18 in Samuel B. Chase's Subdivision of Lots 1, 2, 13 and 14 in Block 52 of Canal Trustee's New

Subdivision; thence west along the south line of said Lot 18 to the southwest corner of said lot; thence southwesterly crossing a 15 foot wide public alley to a southeast corner of the Central Terminal Railway Company's Subdivision in aforesaid Section 21; thence west along the south line of said Central Terminal Railway Company's Subdivision and along the westward extension thereof, to an intersection with the west line of South Jefferson Street; thence north along said west line of South Jefferson Street to an intersection with the north line of West 15th Street (east of South Jefferson Street) projected westward; thence east along said westward projection and along said north line and the eastward projection thereof to an intersection with a west line of the aforementioned Central Terminal Railway Company's Subdivision; thence north along west line of the Central Terminal Railway Company's Subdivision to an intersection with a north line of said subdivision (said north line being also the south line of a 10 foot wide vacated public alley lying south of and adjacent to Lots 8 to 3, inclusive, in John Nutt's Subdivision of Lots 4, 5 and 6 in Block 52 of the Canal Trustee's Subdivision); thence east along said north line of Central Terminal Railway Company's Subdivision to an intersection with a west line of said subdivision; thence north along said west line and the northward extension thereof, to an intersection with the centerline of West 14th Place; thence east along said centerline to an intersection with the original centerline of South Clinton Street; thence north along said original centerline to an intersection with the centerline of West Maxwell Street; thence west along said centerline to an intersection with the southward extension of the west line of South Clinton Street; thence north along said southward extension and along said west line and the northward extension thereof, crossing a 12 foot wide vacated alley, vacated West 13th Street, a vacated 12 foot wide vacated alley, vacated West 12th Place, a vacated 12 foot wide alley and that portion of West Roosevelt Road lying south of the original centerline of said road to an intersection with said original centerline; and thence east along said centerline to the point of beginning, in Cook County, Illinois.

*Exhibit "B".*

*Street Boundary Description Of The Area.*

The Roosevelt/Canal Redevelopment Project Area is located on the near south side of the City and is generally bounded as follows:

beginning at West Roosevelt Road and South Canal Street on the north, then proceeding south on South Canal Street to West 14th Street, then west on West 14th Street to South Jefferson Street, then north on South Jefferson Street and by way of public alleys south of West 14th Place to South Clinton Street, then north on South Clinton Street to West Roosevelt Road, and east to South Canal Street and the point of beginning.

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ADOPTION OF TAX INCREMENT ALLOCATION FINANCING  
FOR ROOSEVELT/CANAL REDEVELOPMENT  
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance adopting tax increment financing for the Roosevelt/Canal Redevelopment Project Area, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

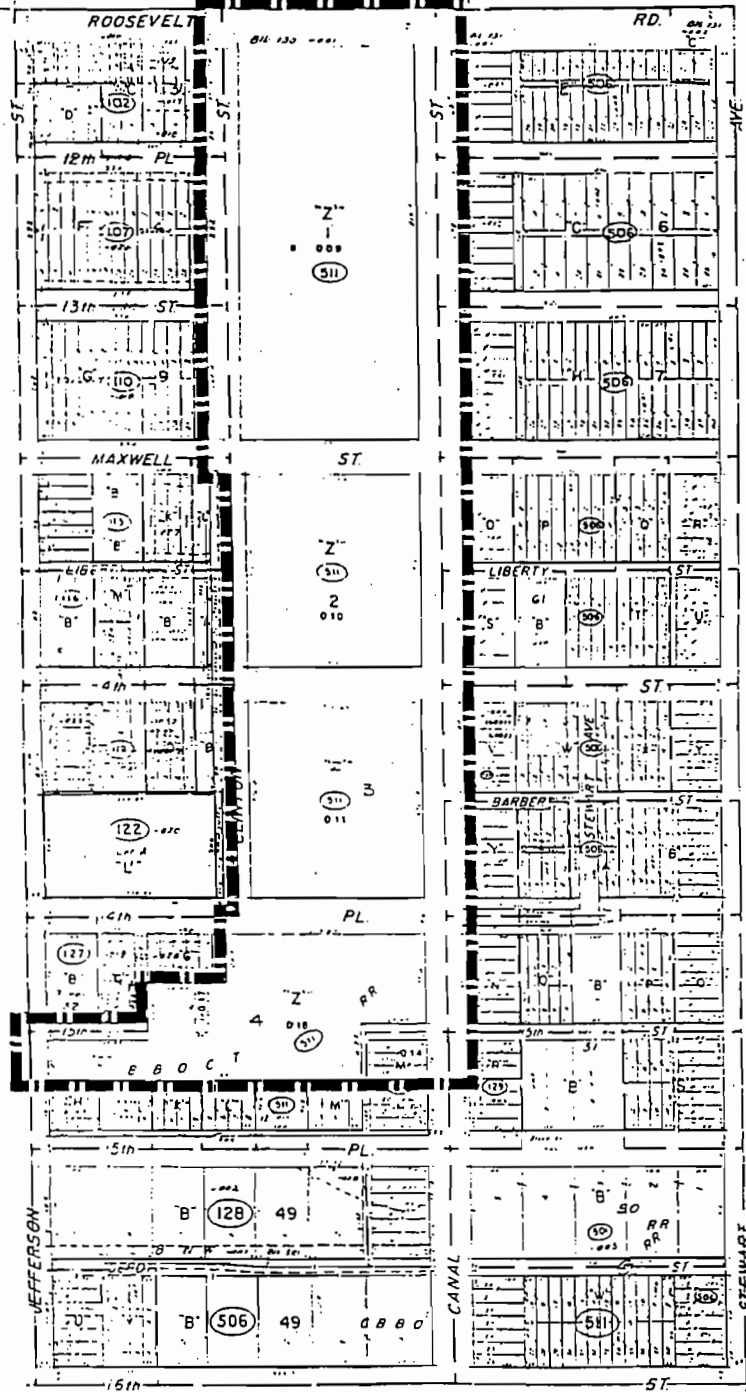
Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

(Continued on page 40946)

Exhibit "C".

Figure 1.  
Roosevelt/Canal  
Redevelopment Project Area



  
Prepared by  
**CAMIROS**  
411 South Wells Street  
Chicago, Illinois 60607  
312/922-9211

(Continued from page 40944)

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

*Nays* -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1993), as amended (the "Act"), for a proposed redevelopment project area to be known as the Roosevelt/Canal Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 97-CDC-12, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan (including the related eligibility study attached thereto as an exhibit), which was identified in An Ordinance Of The City of Chicago, Illinois Approving A Redevelopment Plan For The Roosevelt/Canal Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of An Ordinance Of The City Of Chicago, Illinois Designating The Roosevelt/Canal Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 5/11-75.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. that portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. that portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the City Treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "Roosevelt/Canal Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed on page 40950 of this Journal.]

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

*Exhibit "A".*

*Legal Description Of The Roosevelt/Canal  
Redevelopment Project Area.*

A tract of land in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, said tract of land being more particularly described as follows:

beginning at the intersection of the original centerline of West Roosevelt Road (being also the north line of said northwest quarter of Section 21) with the northward projection of the east line of South Canal Street; thence south along said northward projection and along said east line (crossing vacated West 12th Place, vacated West 13th Street, vacated West Maxwell Street, vacated West Liberty Street, vacated West 14th Street, vacated West Barber Street, vacated West 14th Place and that part of West 14th Place dedicated for public street by Document Number 89191968, and vacated West 15th Street) to the southwest corner of Lot 3 in the subdivision of Lot 6 of Block 51 of Canal Trustee's New Subdivision; thence westward, crossing South Canal Street, to the southeast corner of Lot 18 in Samuel B. Chase's Subdivision of Lots 1, 2, 13 and 14 in Block 52 of Canal Trustee's New Subdivision; thence west along the south line of said Lot 18 to the southwest corner of said lot; thence southwesterly crossing a 15 foot wide public alley to a southeast corner of the Central Terminal Railway Company's Subdivision in aforesaid Section 21; thence west along the south line of said Central Terminal Railway Company's Subdivision and along the westward extension thereof, to an intersection with the west line of South Jefferson Street; thence north along said west line of South Jefferson Street to an intersection with the north line of West 15th Street (east of South Jefferson Street) projected westward; thence east along said westward projection and along said north line and the



eastward projection thereof to an intersection with a west line of the aforementioned Central Terminal Railway Company's Subdivision; thence north along said west line of the Central Terminal Railway Company's Subdivision to an intersection with a north line of said subdivision (said north line being also the south line of a 10 foot wide vacated public alley lying south of and adjacent to Lots 8 to 3, inclusive, in John Nutt's Subdivision of Lots 4, 5 and 6 in Block 52 of the Canal Trustee's Subdivision); thence east along said north line of Central Terminal Railway Company's Subdivision to an intersection with a west line of said subdivision; thence north along said west line and the northward extension thereof, to an intersection with the centerline of West 14th Place; thence east along said centerline to an intersection with the original centerline of South Clinton Street; thence north along said original centerline to an intersection with the centerline of West Maxwell Street; thence west along said centerline to an intersection with the southward extension of the west line of South Clinton Street; thence north along said southward extension and along said west line and the northward extension thereof, crossing a 12 foot wide vacated alley, vacated West 13th Street, a vacated 12 foot wide vacated alley, vacated West 12th Place, a vacated 12 foot wide alley and that portion of West Roosevelt Road lying south of the original centerline of said road to an intersection with said original centerline; and thence east along said centerline to the point of beginning; in Cook County, Illinois.

*Exhibit "B".*

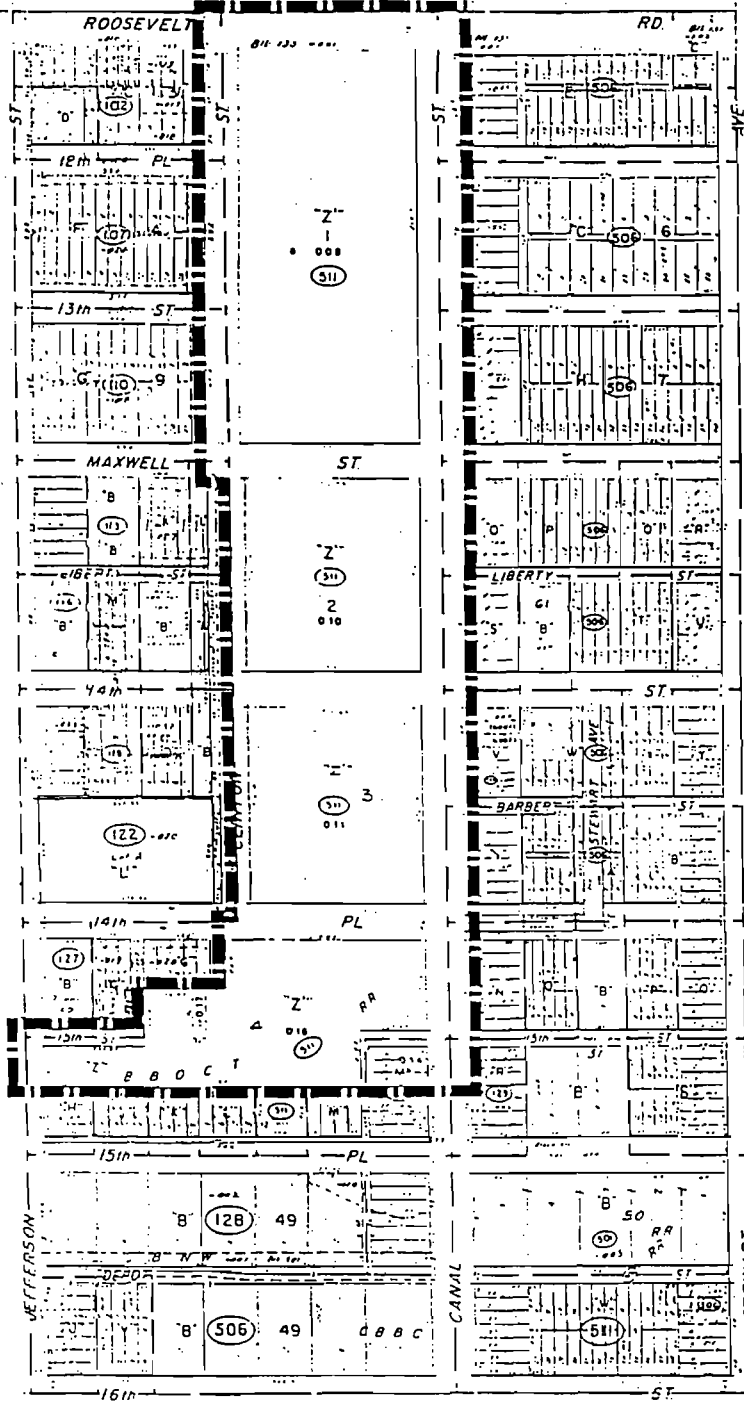
*Street Boundary Description Of The Area.*

The Roosevelt/Canal Redevelopment Project Area is located on the near south side of the City and is generally bounded as follows:

beginning at West Roosevelt Road and South Canal Street on the north, then proceeding south on South Canal Street to West 14th Street, then west on West 14th Street to South Jefferson Street, then north on South Jefferson Street and by way of public alleys south of West 14th Place to South Clinton Street, then north on South Clinton Street to West Roosevelt Road, then east to South Canal Street and the point of beginning.

Exhibit "C".

Figure 1.  
Roosevelt/Canal  
Redevelopment Project Area



  
Prepared by  
**CAMIROS**  
411 South Wells Street  
Chicago, Illinois 60607  
312/922-9211

DESIGNATION OF SOO T, L.L.C. AS PROJECT DEVELOPER AND  
AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT  
AGREEMENT FOR ROOSEVELT/CANAL  
REDEVELOPMENT PROJECT  
AREA.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance designating Soo T, L.L.C. as the developer and authorizing the execution of a redevelopment agreement for the Roosevelt/Canal Redevelopment Project Area, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

*Nays* -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance already adopted by the City Council ("City Council") of the City of Chicago (the "City") on the date hereof, a certain redevelopment plan and project (the "Plan") for the Roosevelt/Canal Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

WHEREAS, Pursuant to an ordinance already adopted by the City Council on the date hereof, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") already adopted by the City Council on the date hereof, 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, Soo T, L.L.C., an Illinois limited liability company (the "Company"), has acquired an approximately twenty-three (23) acre site (the "Site") located within the Area and shall demolish existing improvements and construct a retail shopping center and related improvements (the "Project") on the Site; and

WHEREAS, The Company has proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, including but not limited to the demolition of existing improvements and the construction of a retail shopping center and related improvements, to be financed in part by incremental taxes, if any, deposited in the Roosevelt/Canal Redevelopment Project Area Special Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8 (b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to Resolution 97-CDC-13 adopted by the Community Development Commission of the City of Chicago (the "Commission") on January 28, 1997, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4 (c) of the Act of its intention to negotiate a redevelopment agreement with the Company for the Project and to request alternative proposals for redevelopment of the Site or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Site or a portion thereof and provided

reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by the D.P.D. for the redevelopment of the Site or a portion thereof within fourteen (14) days after such publication, pursuant to Resolution 97-CDC-13, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; and

WHEREAS, In consideration of redevelopment project costs for the Project incurred or to be incurred by or on behalf of the Company, the City agrees to issue, and the Company agrees to acquire, according to certain terms and conditions, a tax increment allocation revenue obligation; and

WHEREAS, The City will receive no cash proceeds in exchange for the tax increment allocation revenue obligation to be issued pursuant to this ordinance; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City Council of the City hereby finds that the City is authorized to issue its tax increment allocation revenue obligation in an amount not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) for the purpose of paying a portion of the redevelopment project costs (including public improvements) included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City an amount not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) for the payment of a portion of the redevelopment project costs (including public improvements) included within the Project and the note of

the City shall be issued up to said amount and shall be designated "Tax Increment Allocation Revenue Note (Roosevelt/Canal Redevelopment Project), Series A" (the "Note"). The Note shall be dated as provided therein, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein.

The Note shall bear interest at the rate of nine percent (9%) per annum computed on the basis of a three hundred sixty (360) day year or twelve (12) thirty (30) day months.

The principal of and interest on the Note shall be paid by check or draft of the Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the person in whose name the Note is registered at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment date, unless the City has been directed to make such payment in another manner by written notice given to the Registrar by the registered owner at least thirty (30) days prior to the applicable payment date; provided that the final installment of the principal and accrued but unpaid interest of the Note shall be payable in lawful money of the United States of America at the principal office of the Registrar.

The seal of the City shall be affixed to or a facsimile thereof printed on the Note, and the Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for the Note, and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this ordinance.

**SECTION 6.** The City shall cause books (the "Register") for the registration and for the transfer of the Note as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Note.

Upon surrender for transfer of the Note at the principal office of the Registrar, (i) duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, and (ii) in compliance with the requirements of Section 18.15 of the Redevelopment Agreement in a manner satisfactory to the City, the City shall execute and the Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the City of the fully registered Note shall constitute full and due authorization of the Note and the Registrar shall thereby be authorized to authenticate, date and deliver the Note, provided, however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange the Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of the Note nor to transfer or exchange the note after notice calling the Note for redemption has been made, nor during a period of five (5) days next preceding mailing of a notice of redemption of principal of the Note.

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

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

**SECTION 7.** The principal of the Note shall be subject to redemption on any date, as a whole or in part, at the redemption price of one hundred percent (100%) of the principal amount thereof being redeemed, plus accrued interest, if any, to date.

**SECTION 8.** The Registrar shall proceed with redemptions without further notice or direction from the City.

Unless waived by the owner of the Note to be redeemed, notice of the call for any such redemption shall be given by the Registrar on behalf of the City by mailing the redemption notice by registered or certified mail at least five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Note at the address shown on the Register or at such other address as is furnished in writing by such registered owner to the Registrar.

All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the outstanding principal amount of the Note is to be redeemed, the principal amount of the Note to be redeemed; and
- (4) that on the date fixed for redemption the redemption price will become due and payable upon the Note or portion thereof called for redemption.

Prior to any date fixed for redemption, the City shall deposit with the Registrar an amount of money sufficient to pay the redemption price of the principal amount of the Note which is to be redeemed on that date. Notice of redemption having been given as aforesaid, the Note or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price therein specified. The owner of the Note shall note on the Payment Schedule attached to the Note the amount of the principal of the Note so redeemed.

SECTION 9. The Note and the Payment Record to be attached thereto shall be prepared in substantially the form attached hereto as Exhibit B.

SECTION 10. The Note hereby authorized shall be executed as in this ordinance provided as soon after the passage hereof as may be, and thereupon, be deposited with the Comptroller of the City, and be by said Comptroller delivered to the Company.

SECTION 11. (a) Special Tax Allocation Fund. Pursuant to the T.I.F. Ordinance, the City has created a special fund, designated as the Roosevelt/Canal Redevelopment Project Area Special Tax Allocation Fund (the "Tax Allocation Fund").

The Comptroller of the City is hereby directed to maintain the Tax Allocation Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank which is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the T.I.F. Ordinance and the Act, all incremental taxes are to be deposited into the Tax Allocation Fund.

(b) Pledge of Tax Allocation Fund. The City hereby assigns, pledges and dedicates the Incremental Taxes on deposit in and to the credit of the Tax Allocation Fund, together with all amounts on deposit in the Tax Allocation Fund, to the payment of the principal of and interest, if any, on the Note when due (subject to the provisions of the Redevelopment Agreement). Upon deposit, the monies on deposit in the Tax Allocation Fund may be invested as hereinafter provided. Interest and income on any such investment shall be



deposited in the Tax Allocation Fund. Except as otherwise provided in the Redevelopment Agreement, all monies on deposit in the Tax Allocation Fund shall be used to pay the principal of and interest on the Note, at maturity or upon payment or redemption prior to maturity, in accordance with its terms, which payments from the Fund are hereby authorized and appropriated by the City.

SECTION 12. Monies on deposit in the Tax Allocation Fund may be invested in: (i) any bonds, notes, certificates of indebtedness, treasury bills or securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest; and (ii) interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank, as defined by the Illinois Banking Act, which is insured by the Federal Deposit Insurance Corporation. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Note.

SECTION 13. Pursuant to the Redevelopment Agreement, the Company has agreed to acquire and construct the Project on behalf of the City. The costs of such construction up to the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) shall be deemed to be a disbursement of the proceeds of the Note, and the outstanding principal amount of the Note shall be increased by the amount of each such advance. The principal amount outstanding of the Note shall be the sum of advances made pursuant to certificates of expenditure (the "Certificates of Expenditure") executed by the Commissioner or a Deputy Commissioner or Assistant Commissioner of the Department of Planning and Development of the City and authenticated by the Registrar, in accordance with the Redevelopment Agreement, minus any principal amount paid on the Note. A Certificate of Expenditure shall not be valid or obligatory under this ordinance unless or until authenticated by the Registrar by manual signature. The City shall not execute Certificates of Expenditure that total in excess of Four Million Five Hundred Thousand Dollars (\$4,500,000). Upon execution of a Certificate of Expenditure, the Registrar shall promptly send the Certificate to the registered owner and retain a copy with the Registrar. Certificates of Expenditure shall be in substantially the form attached hereto as Exhibit C.

SECTION 14. The Registrar shall maintain a list of the name and address of the registered owner from time to time of the Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 15. The obligations and duties of the Registrar hereunder shall be as follows:

- (a) to act as registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of the registered owners from time to time of the Note as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the principal of the Note as provided herein;

(d) to cancel and/or destroy the Note when it has been paid at maturity or upon earlier redemption or submitted for transfer;

(e) to furnish the City at least annually a certificate with respect to whether or not the Note has been canceled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of the principal of the Note which has been paid and the principal amount of the Note then outstanding.

SECTION 16. The provisions of this ordinance shall constitute a contract between the City and the registered owner of the Note. All covenants relating to the Note are enforceable by the registered owner of the Note, any taxpayer of the City and the people of the State of Illinois acting through the Attorney General or any designee.

SECTION 17. The City reserves the right to use or invest proceeds of the Note or monies on deposit in the funds and accounts created by this ordinance in any manner, notwithstanding the covenants herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing as municipal bond counsel to the effect that use or investment of such monies as contemplated is lawful and will not result in loss of tax-exempt status of interest on the Note.

SECTION 18. The Mayor, the Comptroller, the City Clerk and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates (including a certificate to the special counsel of the City regarding the tax-exempt status of the Note and related matters) and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 19. 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 20. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 21. This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".*

*Roosevelt/Canal Redevelopment Project Area*

*Redevelopment Agreement*

*By And Between*

*The City Of Chicago*

*And*

*Soo T, L.L.C.*

This Roosevelt/Canal Redevelopment Area Redevelopment Agreement (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and Soo T, L.L.C., an Illinois limited liability company (the "Developer").

*Recitals.*

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition), as amended from time to time (the "Act"), to

finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on July 31, 1996: (1) "An Ordinance of the City of Chicago, Illinois, Approving a Redevelopment Plan for the Roosevelt/Canal Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois, Designating the Roosevelt/Canal Redevelopment Project Area a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Project Act"; and (3) "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for Roosevelt/Canal Redevelopment Project Area" (collectively referred to herein as the "Prior T.I.F. Ordinances"). A technical error in the formation of the Roosevelt/Canal Redevelopment Project Area was discovered after the adoption of the Prior T.I.F. Ordinances, and the City Council adopted the following ordinances on \_\_\_\_\_, 1997: (A) "An Ordinance of the City of Chicago, Illinois, Approving a Redevelopment Plan for the Roosevelt/Canal Redevelopment Project Area"; (B) "An Ordinance of the City of Chicago, Illinois, Designating the Roosevelt/Canal Redevelopment Project Area a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (C) "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the Roosevelt/Canal Redevelopment Project Area" (the "T.I.F. Adoption Ordinance"), (collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project: The Developer has purchased (the "Acquisition") certain property located within the Redevelopment Area at the southwest corner of Roosevelt Road and Canal Street in Chicago, Illinois and legally described on (Sub)Exhibit B hereto (the "Property"), and, within the time frame set forth in Section 3.01 hereof, shall commence demolition of existing improvements and complete construction of an approximately ninety-eight thousand (98,000) square foot retail shopping center comprised of an approximately seventy thousand (70,000) square foot supermarket, and approximately thirty thousand (30,000) square feet of additional retail space (the "Facility") on the Property. The construction of the Facility and related improvements (including but not limited to (i) the construction pursuant to Section 8.20 hereof on the Property of a surface parking lot of not less than seven hundred fifty (750) parking spaces to service the Maxwell Street Market, and the sale, subject to Section 3.13 hereof, of a portion of the Property comprised of two (2) outlot parcels (the "Outlot Parcels"), each approximately one (1) acre in size, (ii) related surface parking for the Facility, and (iii) those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Roosevelt/Canal Redevelopment Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D, as amended from time to time.

F. City Financing: The City agrees to make available, in the amounts set forth in Section 4.03 hereof, and pursuant to the terms of the City Note (as defined below), (i) the proceeds of the City Note to finance a portion of the costs of the Project and (ii) incremental taxes (as defined below) to pay for or reimburse the Developer for the costs of T.I.F.-Funded Improvements, pursuant to the terms and conditions of this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

*Section 1.*

*Recitals.*

The foregoing recitals are hereby incorporated into this Agreement by reference.

*Section 2.*

*Definitions.*

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Certificate" shall mean the certificate of completion of 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 Sections 3.03, 3.04 and 3.05, respectively.

"City Fee" shall mean the fee described in Section 4.05(b) hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"City Note" shall mean the City of Chicago Tax Increment Allocation Revenue Note (Roosevelt/Canal Redevelopment Project), Series A, to be in the form attached hereto as (Sub)Exhibit N, in the maximum principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) or twenty-two and eleven one-hundredths percent (22.11%) of the total costs of the Project, whichever is less, issued by the City to the Developer on the date hereof; provided that the term "City Note" shall also mean, collectively, two (2) or more of such notes issued pursuant to this Agreement which do not have an aggregate principal amount in excess of Four Million Five Hundred Thousand Dollars (\$4,500,000) or twenty-two and eleven hundredths percent (22.11%) of the total costs of the Project, whichever is less. The City note shall bear interest at an annual rate of nine percent (9%) and shall provide for accrued, but unpaid interest, to be added to principal.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, and subject to the terms and conditions herein contained, the execution of the City Note by the City and delivery thereof to the Developer.

"Construction Contract" shall mean any contract, to be entered into between the Developer and the General Contractor providing the demolition of the existing improvements on the Property and for construction of the Project, other than the improvements comprising the Dominick's Store and the improvements to the Outlot Parcels.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Dominick's Lease" shall mean the lease agreement between Dominick's Finer Foods, Inc., a Delaware corporation ("Dominick's"), as lessee, and Developer, as lessor, dated June 3, 1996 for approximately seventy thousand (70,000) square feet of leasable area of the Facility for the operation of a full service grocery store for a term of not less than twenty (20) years.

"Dominick's Store" shall mean the improvements to be constructed by or on behalf of Dominick's pursuant to the terms of the Dominick's Lease for the operation of a full service grocery store containing approximately seventy thousand (70,000) square feet.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from lender financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" shall mean the construction escrow established pursuant to the escrow agreement.

"Escrow Agreement" shall mean the escrow agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company (or an affiliate of the title company), the Developer and the Developer's lender(s), in form and content acceptable to D.P.D..

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods. D.P.D. may require that the financial statements be certified by an officer of the Developer.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. 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 a special tax allocation fund established to pay redevelopment project costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"M.B.E.(s)" shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims or encumbrances relating to the Developer, the Property or the Project.

"Note Ordinance" shall mean the City ordinance authorizing the issuance of the City Note.

"Payment Form" shall have the meaning set forth in Section 4.04 hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit G hereto.

"Plans and Specifications" shall mean construction documents containing an initial site plan and initial working drawings and specifications for the Project, including the proposed use of the Outlot Parcels.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05 (a) hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Plan or otherwise referenced in the Plan.



"Roosevelt/Canal Redevelopment Project T.I.F. 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.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project, including the proposed use of the Outlot Parcels.

"Survey" shall mean the plat of survey of the Property dated February 5, 1993 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 if required by the lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on July 31, 2019, the date on which the Redevelopment Area is no longer in effect.

"T.I.F.-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Plan, and (iii) the City has agreed to reimburse Developer pursuant to the City Note, subject to the terms of this Agreement.

"Title Company" shall mean Near North National Title Company.

"Title Policy" shall mean a title insurance policy in the most recently revised A.L.T.A. or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"W.B.E.(s)" shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

### *Section 3.*

#### *The Project.*

##### 3.01 The Project.

With respect to the Project (other than the Outlot Parcels), and subject to Section 18.17 hereof, the Developer shall, pursuant to the Plans and

Specifications: (i) commence construction and/or demolition on or before the thirtieth (30th) day following the date of this Agreement; and (ii) complete construction of the Facility no later than sixteen (16) months following commencement, and, subject to the Dominick's Lease, to cause the Dominick's Store to open for business in the approximately seventy thousand (70,000) square foot grocery store within twelve (12) additional months.

### 3.02 Scope Drawings And Plans And Specifications.

The Developer has delivered, or will deliver prior to the disbursement of any City Funds, the Scope Drawings and Plans and Specifications to D.P.D. for its approval. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan, as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

### 3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Twenty Million Three Hundred Forty-nine Thousand Three Hundred Sixty-one Dollars (\$20,349,361). The Developer hereby certifies to the City that the Project Budget is a true, correct and complete estimate of the total costs for the Project in all material respects. The Developer hereby certifies to the City that it has Lender Financing and Equity in an amount sufficient to pay for all Project costs. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

### 3.04 Change Orders.

Any Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be delivered by the Developer to the City in connection with the progress reports described in Section 3.07 hereof; provided that any Change Orders that would authorize or cause any of the following to occur must be submitted by the Developer to D.P.D. for D.P.D.'s prior written approval: (a) a reduction in the total leasable square footage of the Facility below ninety-eight thousand (98,000) square feet or (b) the change of the

proposed use of the Facility to a use other than a retail shopping center or (c) a delay (subject to Section 18.17 hereof) in the completion of the Project (other than the Outlot Parcels). The Developer shall not authorize or permit the performance of any work relating to any Change Order requiring D.P.D.'s prior written approval or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor shall contain a provision to this effect. D.P.D. shall use best efforts to review and approve or disapprove all such Change Orders within fifteen (15) days from the receipt thereof. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of Incremental Taxes or proceeds of the City Note which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

### 3.05 D.P.D. Approval.

Any approval granted by D.P.D. 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 D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

### 3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and, to the extent required, proof of the General Contractor's and each subcontractor's bonding.

### 3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. with written monthly 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 D.P.D.'s written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of any updated survey to D.P.D. upon the request of D.P.D. or any lender providing Lender Financing, reflecting improvements made to the Property.

### 3.08 Inspecting Agent Or Architect.

An independent agent or architect (other than the Developer's architect) approved by D.P.D. shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to D.P.D., prior to requests for disbursement for costs related to the Project. The inspecting architect shall, at Developer's option be the inspecting architect engaged by any lender providing Lender Financing for the Project, provided that said architect is an independent architect licensed in the State of Illinois and is required to perform inspections on behalf of the City and such lender and to issue certifications jointly to the City and such lender.

### 3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

### 3.10 Signs And Public Relations.

The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the construction of the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

### 3.11 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

### 3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are

assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

### 3.13 Sale Of Outlot Parcels.

The Developer intends to sell a portion of the Property comprising the Outlot Parcels. Notwithstanding anything herein to the contrary, no purchaser of an Outlot Parcel shall be entitled to any benefits under this Agreement or to the receipt of any payments of City Funds under the City Note or otherwise. The Developer further covenants and agrees that one hundred percent (100%) of the net proceeds received from any sale of the Outlot Parcels will be applied to the payment of costs of the Project. "Net Proceeds" for purposes of this section shall mean the amount of the sales price, less pro-rations for real estate taxes and the standard costs of closing, such as broker's fees, title insurance costs, transfer taxes and survey charges. Developer shall deliver to D.P.D. copies of all purchase and sale agreements, closing statements and other information requested by D.P.D. in order to confirm the amount of net proceeds received by Developer upon the sale of the Outlot Parcels. The City acknowledges and agrees that the Developer shall not be obligated to sell or develop the Outlot Parcels as part of its obligation to construct the Project hereunder.

## *Section 4.*

### *Financing.*

#### 4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Twenty Million Three Hundred Forty-nine Thousand Three Hundred Sixty-one Dollars (\$20,349,361), 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)	\$ 1,930,000
City Funds	4,500,000
Lender Financing	11,919,361
Outlot Construction Contribution	<u>2,000,000</u>
<b>ESTIMATED TOTAL:</b>	<b>\$20,349,361</b>

The Developer anticipates that a portion of the Equity estimated at Nine Hundred Thirty Thousand Dollars (\$930,000) will be derived from the net proceeds received from the sale of the Outlot Parcels. In the event that the net proceeds of the sale of the Outlot Parcels exceeds Nine Hundred Thirty Thousand Dollars (\$930,000) the amount of such excess shall be deemed additional equity contributed to the Project. Nothing herein contained, including the receipt by Developer of net proceeds from the sale of the Outlot Parcels in an amount less than Nine Hundred Thirty Thousand Dollars (\$930,000), shall reduce the Equity requirement from that set forth above.

Developer shall have the right to re-allocate line items in the sources of funds between Equity, Lender Financing and Outlot Construction Contribution as aforesaid, provided that Developer shall, at all times, have sufficient funds to complete construction of the Project (other than with respect to the Outlot Parcels) and to advance all Project costs in connection therewith. Notwithstanding the foregoing; if Developer undertakes construction on the Outlot Parcels, Developer shall, at all times in connection therewith, have sufficient funds to undertake and complete said construction.

#### 4.02 Developer Funds.

Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

#### 4.03 City Funds.

(a) Uses of City Funds. City Funds may be used by the Developer for costs of T.I.F.-Funded Improvements only that constitute Redevelopment Project Costs. (Sub)Exhibit C sets forth, by line item, the T.I.F.-Funded Improvements for the Project, and the maximum amount of costs that may be reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of the City Note and of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Note to reimburse the Developer for costs of the T.I.F.-Funded Improvements incurred by the Developer, such reimbursed costs to be deemed "City Funds" hereunder; provided, however, that the total amount of City Funds evidenced by the City Note and available for T.I.F.-Funded Improvements shall be an amount not to exceed the lesser of Four Million Five Hundred Thousand Dollars (\$4,500,000) or twenty-two and eleven one-hundredths percent (22.11%) of the actual total Project costs (the "Maximum Reimbursement Amount").

In the event that the amount due under the City Note at the time the Developer has made all expenditures relating to the T.I.F.-Funded Improvements is less than the Maximum Reimbursement Amount, the City, subject to the limitations of the Act, shall reimburse Developer for or pay any interest costs incurred by Developer pursuant to any Lender Financing or any permanent mortgage financing secured by Developer in connection with the Project in an amount equal to the difference between (i) the amounts due under the City Note and (ii) the Maximum Reimbursement Amount. Except as set forth in Section 4.05(b), all Incremental Taxes shall be irrevocably pledged to payments under the City Note or to payment to Developer under Section 11-74.4-3 (q) (11) of the Act. Payments to Developer of the Incremental Taxes as aforesaid shall be applied (i) first, to pay accrued interest due and owing under the City Note; (ii) second, to reduce the principal amount of the City Note and (iii) to pay or reimburse Developer for interest accruing on any Lender Financing or any permanent mortgage financing to the extent permitted by the Act. Accrued but unpaid amounts due to Developer hereunder in any year shall carry over and be paid from Incremental Taxes which are collected from properties in the Redevelopment Project Area in the following or subsequent year(s). Nonpayment of principal or interest on the City Note due to the insufficiency of Incremental Taxes shall not be deemed an event of default thereunder. The City's obligation to reimburse or pay to Developer as aforesaid shall terminate on the earlier to occur of (i) payment to Developer of the Maximum Reimbursement Amount, (ii) the termination or expiration of this Agreement or (iii) as provided in Section 15.02. Nothing in this paragraph shall obligate the City to reimburse the Developer in an amount greater than the Maximum Reimbursement Amount.

#### 4.04 Payment Form.

The Developer shall deliver to the City, at least sixty (60) days prior to the date that payments are due on the City Note, a Payment Form in substantially the form of (Sub)Exhibit M attached hereto or as otherwise acceptable to D.P.D. (the "Payment Form"), together with the documentation described therein.

#### 4.05 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) **Prior Expenditures.** Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. (Sub)Exhibit I hereto sets forth the prior expenditures approved by D.P.D. as Prior Expenditures.

Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender financing required to be contributed by the Developer pursuant to Section 4.01 hereof. The amount of any approved Prior Expenditures shall be deemed to be a disbursement under the City Note in accordance with Section 5.16 hereof and the amount of the outstanding principal balance of the City Note shall be increased by the amount of such Prior Expenditures.

(b) City Fee. The City may allocate the sum of not to exceed Eighty-two Thousand Two Hundred Fifty Dollars (\$82,250) for payment of costs incurred by the City for the administration and monitoring of the Project. Such fee is not an obligation of the Developer and shall be disbursed from Incremental Taxes. One-half of the City Fee, or an amount not to exceed Forty-one Thousand One Hundred Twenty-five Dollars (\$41,125), may at D.P.D.'s discretion be disbursed from Incremental Taxes to D.P.D. prior to any payment being made under the City Note. One-half of the City Fee, or an amount not to exceed Forty-one Thousand One Hundred Twenty-five Dollars (\$41,125), shall at D.P.D.'s discretion be disbursed from Incremental Taxes collected in 2002 and thereafter, prior to any payment being made under the City Note.

(c) Allocation Among Line Items. Subject to Section 3.04, expenditures related to T.I.F.-Funded Improvements may be reallocated among the line items of costs of T.I.F.-Funded Improvements, without the prior written consent of D.P.D.; provided, however, that any reallocation among line items for T.I.F.-Funded Improvements and other Project costs is prohibited.

#### 4.06 Cost Overruns; City Funds Not Available.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds.

#### 4.07 Pledge Of City Note.

Developer may pledge the City Note as security for a loan to fund a portion of the costs of the Project, subject to the following conditions precedent:

(a) the prior written consent of the Commissioner of D.P.D. shall be obtained;

(b) the proceeds of any such loan are disbursed through the Escrow to fund T.I.F.-Funded Improvements;



(c) the holder of the City Note shall provide to the City evidence that such holder is a "sophisticated investor" under applicable state and federal securities laws; and

(d) the holder of the City Note shall deliver to the City a completed and executed form of Anti-Scofflaw Affidavit and otherwise shall not be in breach or violation of applicable City ordinances.

*Section 5.*

*Conditions Precedent.*

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings And Plans And Specifications.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

Not less than five (5) days prior to the issuance and delivery of the City Note, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof to D.P.D., unless otherwise expressly provided in this Agreement.

#### 5.04 Financing.

The Developer shall have furnished proof reasonably acceptable to the City that the Developer has (i) 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 and (ii) Equity or another source of financing in an amount sufficient to enable the Developer to purchase the City Note. If a portion of such funds consists of Lender Financing, the Developer shall have furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project.

#### 5.05 Acquisition And Title.

On the Closing Date, the Developer shall furnish the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be later dated as of the Closing Date and shall contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit G hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 8.16 hereof. The Developer shall provide to D.P.D., prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

#### 5.06 Evidence Of Clean Title.

Not less than two (2) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the Developer's name as follows:

Secretary of State	U.C.C. search
Secretary of State	Federal tax search
Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search

Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

#### 5.07 Surveys.

Not less than two (2) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

#### 5.08 Insurance.

The Developer, at its own expense, shall have insured the Property in accordance with Section 12 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 12 hereof evidencing the required coverages shall have been delivered to D.P.D..

#### 5.09 Opinion Of The Developer's Counsel.

(a) On the Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in (Sub)Exhibit J hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

(b) On the Closing Date, the City shall have received from Chapman & Cutler, special counsel to the City, an opinion regarding the tax-exempt status and enforceability of the City Note, in form acceptable to Corporation Counsel.

#### 5.10 Evidence Of Prior Expenditures.

Not less than ten (10) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

#### 5.11 Financial Statements.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided to D.P.D. detailed balance sheets and such other financial information as may be required by D.P.D. for the Developer for the most recent fiscal year. Such financial information shall be in form and content acceptable to D.P.D..

#### 5.12 Documentation.

The Developer shall have provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters.

#### 5.13 Environmental.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided D.P.D. with copies of that certain Phase I environmental audit completed with respect to the Property. Prior to the Closing Date, the Developer shall provide the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

#### 5.14 Corporate Documents.

The Developer shall provide a copy of its Articles or Certificate of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other organizational documentation as the City may request.

#### 5.15 Litigation.

The Developer shall provide to Corporation Counsel and D.P.D., at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

#### 5.16 Preconditions Of Increase Of Principal Amount.

The outstanding principal balance of the City Note shall be increased from time to time by the amount of expenditures made by Developer on behalf of the City to fund T.I.F.-Funded Improvements. Prior to any increase in the principal amount of the City Note, the Developer shall submit documentation of such expenditures to D.P.D., which shall be satisfactory to D.P.D. in its sole discretion. Delivery by the Developer to D.P.D. of any request to increase such principal amount shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for increase, that:

(a) the total amount of the disbursement request represents the actual amount paid to the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens or liens which the Developer is contesting in accordance with Section 8.13 hereof;

(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 (other than with respect to the Development of the Outlot Parcels). "Available Project Funds" as used herein shall mean: (i) the undisbursed Lender Financing, if any; (ii) the undisbursed Equity (including the net proceeds from the sale of the Outlots); and (iii) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within ten (10) days after a written request by the City, deposit with the City or the escrow agent under the Escrow Agreement,

cash (or a commitment for additional Lender Financing) 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.

Except as otherwise provided in this Agreement, the City shall not be obligated to make payments under the City Note if an Event of Default, or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. D.P.D. shall retain the right to approve or reject, in its reasonable discretion, the designation of any cost as (i) a T.I.F.-Funded Improvement or (ii) a part of the actual total Project costs. In no event shall D.P.D. be obligated to increase the principal amount of the City Note by an amount such that the outstanding aggregate principal amount of the City Note shall exceed twenty-two and eleven one-hundredths percent (22.11%) of the actual total Project costs (as provided in Section 4.03 (b) hereof. The City shall not be obligated to increase the principal amount of the City Note if, on the date of such a request for such increase, any of the certifications described in (a) through (g) above are incorrect.

The Developer shall have satisfied all other preconditions of disbursement of City Funds for each increase in principal of the City Note, including but not limited to requirements set forth in the T.I.F. Ordinances, the City Note and this Agreement.

### *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, or as otherwise agreed to by D.P.D. in writing, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project (other than the construction of the Dominick's Store and the development of the Outlot Parcels), the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to D.P.D. for its inspection and written approval. (i) For the T.I.F.-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid (as reasonably determined by the Developer) who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the T.I.F.-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 T.I.F.-Funded Improvements, if the Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid (as reasonably determined by the Developer) 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. The Developer shall submit copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof. The 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 D.P.D. and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the 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 be limited to ten percent (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 bids from all subcontractors.

#### 6.02 Construction Contract.

Prior to the execution thereof, the Developer shall deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor selected to handle the Project (other than the construction of the Dominick's Store and the development of the Outlot Parcels) in accordance with Section 6.01 above, for D.P.D.'s prior written approval, and D.P.D. shall take reasonable efforts to grant or deny such approval within fifteen (15) business days after delivery thereof; provided that if the City does not approve the Construction Contract with the General Contractor within such period, the Construction Contract shall be deemed to be disapproved. Within ten (10) business days after execution of such approved Construction Contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to D.P.D. and Corporation Counsel a certified copy of such approved Construction Contract together with any modifications, amendments or supplements thereto.

### 6.03 Performance And Payment Bonds.

Prior to commencement of any work for the Project relating to construction in the public way, the Developer shall require that the General Contractor be bonded for its performance and payment for sureties having an AA rating or better using American Institute of Architect's Form Number A311 or its equivalent. The City shall be named as obligee or co-obligee on such bond.

### 6.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

### 6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), 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 T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

## *Section 7.*

### *Completion Of Construction.*

#### 7.01 Certificate Of Completion Of Construction.

Upon completion of the construction of the Project (other than the development of the Outlot Parcels) in accordance with the terms of this Agreement and the completion of the dedication and conveyance described in Section 18.19(a), and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the construction portion of the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project (other than the development of the Outlot Parcels) does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a



Certificate upon completion of such measures. D.P.D. shall, at Developer's request made in writing, issue a separate Certificate for that portion of the Project comprising the Facility and that portion of the Project comprising the Additional Parking Area.

#### 7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

Each Certificate relates only to the construction of the portion of the Project described therein, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described in Sections 8.02, 8.04, 8.06, 8.19 and 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

#### 7.03 Failure To Complete.

If the Developer fails to complete the Project (other than development of the Outlot Parcels) in accordance with the terms of this Agreement, then the City shall have the right to terminate this Agreement and its obligation to make payments on the City Note. Termination of payment by the City on the City Note pursuant to this Section 7.03 shall not constitute an event of default under the City Note.

#### 7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

*Section 8.*

*Covenants/Representations/Warranties Of The Developer.*

8.01 General.

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of the issuance and delivery of the City Note and each increase in the principal amount of the City Note made pursuant to Section 5.16 hereof, that:

(a) the Developer 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) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its articles of organization or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency affecting the Developer that are pending or to the best of Developer's knowledge, threatened, which would impair its ability to perform under this Agreement;

(g) the Developer has or will obtain (in accordance with the provisions hereof) and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct the Project;

(h) the Developer is not in material default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto, but excluding the Outlots) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget.

## 8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals and, subject to the completion of the vacation and dedication of certain streets and alleys as contemplated by Section 18.19 hereof and the relocation from the Property of the City of Chicago Department of Health, the Developer shall redevelop the Property in accordance with this Agreement and all (sub)exhibits attached hereto, the T.I.F. 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 the Developer. The covenants set forth in this section shall run with the land and be binding upon any transferee.

### 8.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

### 8.04 Job Creation And Retention; Job Creation By Tenants.

The Developer shall use its commercially reasonable efforts to create or cause the creation of not less than two hundred twenty (220) full-time and part-time, permanent jobs within two (2) years of completion of the Project, to be retained or created at the Project through July 31, 2019. The commercially reasonable efforts of the Developer shall include its reasonable efforts to cause the tenants occupying the Project or any part thereof to create and retain jobs at sufficient levels to permit the Developer to meet its obligations under this Section 8.04. The Developer shall cooperate with the City and the tenants of the Facility to provide information regarding job creation and retention in the Facility. The Developer covenants and agrees that all tenants (the "Permitted Tenants") occupying any part of the Facility shall (a) be of a retail and/or commercial nature of the kind found in "first class" retail shopping centers located in the City of Chicago of a size similar to the Facility and (b) not, without D.P.D.'s prior written consent, engage in any use or activity at the Facility described in (Sub)Exhibit O attached hereto. If, at any time during the term of this Agreement, less than seventy percent (70%) of the aggregate gross leasable area of the entire Facility (the "Minimum Occupancy Level") is occupied by Permitted Tenants, the Developer shall, within a one (1) year period (the "Grace Period") from the date that the occupancy level of the Facility by Permitted Tenants first falls below the Minimum Occupancy Level, restore the occupancy level at the Facility to the Minimum Occupancy Level with Permitted Tenants under leases with terms of not less than one (1) year. In the event that the occupancy level by Permitted Tenants at the Facility falls below the Minimum Occupancy Level and the Developer fails, prior to the expiration of the Grace Period, to restore the occupancy level at the Facility to the Minimum Occupancy Level with Permitted Tenants under leases with terms of not less than one (1) year, then interest shall, from and after the expiration of the Grace Period, cease to accrue on the City Note and the City may suspend payments on the City Note until such time as the Minimum Occupancy Level is attained as herein provided. The covenants set forth in this Section 8.04 shall run with the land and be binding upon any transferee of the Developer. If the Developer causes the Facility to once again meet the Minimum Occupancy Level with Permitted Tenants as aforesaid, interest on the City Note shall immediately commence to accrue again and payments on the City Note shall resume. The restrictions contained in this Section 8.04 regarding the uses prohibited in the Facility set forth on (Sub)Exhibit O shall be effective only as concerns this Section 8.04 and in no event shall such provisions be deemed to amend or supersede the terms and provisions of

Manufacturing Commercial Planned Development Number 450, as the same may be amended from time to time.

#### 8.05 Employment Opportunity.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

#### 8.06 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, but not more often than once every six (6) months, statements of its employment profile upon D.P.D.'s request.

#### 8.07 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") to all 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, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.07.

#### 8.08 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any Incremental Taxes, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive Incremental Taxes directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using Incremental Taxes, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

#### 8.09 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

#### 8.10 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

#### 8.11 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal year ended December 31, 1997 and each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited Financial Statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

#### 8.12 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

#### 8.13 Non-Governmental Charges.

(a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer shall have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) upon the provision of Lender Financing for the Project, to furnish a good and sufficient bond or other security satisfactory to any lender providing such Lender Financing, in such form and amounts as such lender may require, or a good and sufficient undertaking as may be required 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.

#### 8.14 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

#### 8.15 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

#### 8.16 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

#### 8.17 Conditional Provisions.

The covenants set forth in (Sub)Exhibit L hereto, will be and remain ineffective and unenforceable for the term of this Agreement and shall not be deemed as incorporated into this Agreement, unless and until the City, at its sole option, shall receive an opinion of Chapman & Cutler or other nationally recognized bond counsel that the incorporation of such covenants into this Agreement will not adversely affect the tax exempt status of the City Note. Upon receipt of such opinion, the City may render such covenants and provisions effective and enforceable in their entirety or selectively. In the event that the City exercises its option to make any covenant(s) in (Sub)Exhibit L effective and enforceable, it shall so notify the Developer in accordance with Section 17 hereof. Such notice (the "Conditional Provisions Notice") shall be in recordable form.

#### 8.18 Compliance With Agreements.

Developer will comply with all contracts, licenses, permits and agreements relating to the Project, including, without limitation, the Dominick's Lease. Developer shall immediately notify the City in writing of the occurrence of any material default under any such contract, license, permit or agreement.

#### 8.19 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof, upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.



### 8.20 South Parking Area/Use By Maxwell Street Market Patrons.

In consideration of the agreements herein contained, the Developer covenants and agrees to construct, maintain and operate as a part of the Project, a surface parking lot on portions of the Property south of the Facility comprising not fewer than seven hundred fifty (750) parking spaces (the "Additional Parking Area") for the use and benefit on Sundays only of patrons and vendors of the New Maxwell Street Market (the "Market") so long as the Market continues to operate on Canal Street. At the Developer's option, the Additional Parking Area or a portion thereof shall be located on the Property or on another alternative site provided that any such alternative site shall be (a) owned or controlled by the Developer and (b) situated within six hundred sixty (660) feet of the boundaries of the Market and (c) approved by the Corporation Counsel and the Department of Consumer Services of the City with respect to the ownership and control thereof by the Developer and the state of title thereto. In the event that the Additional Parking Area shall be located on an alternative site other than the Property, which alternative site conforms to the requirements of the preceding sentence and to the other requirements of this Section 8.20, and, provided that the alternative site is made subject to the requirements of this Section 8.20 by the imposition thereon of a covenant running with the land containing the obligations as herein set forth, then the Property will no longer be subject to the requirements of this Section 8.20 and the Corporation Counsel, subject to the approval of the Commissioner of the Department of Consumer Services, shall, upon the written request of the Developer and at Developer's cost, execute and record a release of the applicable portion of the Additional Parking Area from the requirements herein contained. The Additional Parking Area shall be available primarily for patrons and vendors of the Market on Sundays during the normal hours of operation of the Market. The Developer shall reasonably cooperate with the City to enhance the awareness of the availability of the Additional Parking Area to vendors and patrons of the Market through means such as the placement of signage and development of promotional activities. The Additional Parking Area shall be improved with a gravel parking surface, perimeter fencing and lighting and shall otherwise comply with applicable laws and ordinances, provided that the Additional Parking Area will not be improved with catch basins or a closed drainage system, will not have curved or raised islands and will not have to conform to the requirements of the Chicago Landscape Ordinance so long as used in accordance with this Section 8.20. The parties agree to meet not less frequently than once every three (3) years to evaluate the need for the continued provision of the Additional Parking Area to serve patrons and vendors of the Market. Developer shall post and charge daily rates (including parking taxes) for the use of the Additional Parking Area by vendors and patrons of the Market on Sundays in accordance with the following maximum rate schedule (which includes parking taxes, if applicable):

Three Dollars (\$3.00) through calendar year 1997;

Three Dollars and Fifty Cents (\$3.50) in calendar year 1998;

Four Dollars (\$4.00) in calendar year 1999, and increasing a maximum of Twenty-five Cents (\$.25) per year thereafter.

The foregoing rate schedule establishes maximum daily rates and the Developer shall not be prevented from charging rates that are lower than as set forth in the schedule. All requirements, conditions and regulations imposed by the Developer for the use of the Additional Parking Area on the Sundays upon which the Market is open for business shall be subject to review and approval by D.P.D. and the Department of Consumer Services.

Notwithstanding any of the foregoing which is or may appear to be to the contrary, Developer shall have the right to use the Additional Parking Area for any use or purpose permitted by law or ordinance at all times other than those times during which the Additional Parking Area is to be used primarily for the patrons and vendors of the Market as aforesaid.

The City shall not be relieved of its obligations to Developer under this Agreement or the City Note in the event the Market ceases to operate on Canal Street and Developer is thereby relieved, in whole or in part, of its obligation to provide parking for the Market as aforesaid.

The obligations of the Developer contained in this Section 8.20 shall be covenants running with the land enforceable by the City and its successors and assigns.

#### 8.21 Plans For Outlot Parcels.

The Developer agrees that, prior to the development of the Outlot Parcels for retail use in accordance with the Redevelopment Plan, the Developer will submit Plans and Specifications and Scope Drawings for the proposed development to D.P.D. for review and approval. The parties acknowledge and agree that the Plans and Specifications and the Scope Drawings required to be submitted to the City pursuant to Section 3.02 hereof shall reflect an interim use of the Outlot Parcels as graded, landscaped and fenced open space. If the Developer shall not have commenced construction of the proposed retail improvements on the Outlot Parcels within one year following the Closing Date, then the Developer shall grade, landscape and fence the Outlot Parcels in accordance with the Plans and Specifications submitted in accordance with Section 3.02 hereof.

*Section 9.*

*Covenants/Representations/Warranties Of City.*

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

*Section 10.*

*Developer's Employment Obligations.*

10.01 Employment Opportunity.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually, an "Employer") to agree, that for the Term of this Agreement with respect to the Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status,

parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

#### 10.02 City Resident Construction Worker Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall use their best efforts to comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer shall require that the General Contractor and each subcontractor 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. Until the issuance of a Certificate, the Developer shall provide, and shall cause the General Contractor and each subcontractor to provide, to D.P.D. on an annual basis a report describing its compliance with this section.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted quarterly to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer shall require that the General Contractor and each subcontractor provide full access to their employment records to the Purchasing Agent, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them during normal business hours. The Developer shall require that the General Contractor and each subcontractor 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 D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

The Developer shall retain a consultant experienced in the employment requirement described in this section to assist the Developer in meeting its obligations hereunder. When work at the Project is completed, in the event that the City has determined that the Developer has failed to use best efforts 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 noncompliance with such obligation to use best efforts to ensure the fulfillment of the requirement of this section, 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 the 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. Notwithstanding the foregoing, the City will not accept payment of any amounts pursuant to this Section 10.02 relating to liability of the Developer for liquidated damages unless and until it has received the opinion of Chapman and Cutler, or other nationally recognized bond counsel, that the receipt by the City of such payment from the Developer will not adversely affect the tax-exempt status of the City Note. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination as to whether the 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.

### 10.03 The Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the construction of the Project:

a. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. 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 total Project Budget (less that portion allocated to interest on any Lender Financing during construction, tenant relocation costs, title insurance costs, governmental charges, loan fees, the payment of real estate taxes during construction and the acquisition price of the Property or any portion thereof, if any) shall be expended for contract participation by M.B.E.s or W.B.E.s:

- i. At least twenty-five percent (25%) by M.B.E.s.
- ii. At least five percent (5%) by W.B.E.s.

b. For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with construction of the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

c. Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing an M.B.E. or a W.B.E. as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this

commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

d. The Developer shall deliver quarterly reports to D.P.D. during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include inter alia the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. 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 D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. shall have access during the normal business hours to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

e. Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

f. Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

g. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of D.P.D. and otherwise cooperate with the staff of D.P.D. to ensure compliance with this Section 10.03. Failure to submit such documentation on a timely basis, or a determination by D.P.D., upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) withhold any further payment of any City Funds to the Developer or the General Contractor, or (2) seek any other remedies against the Developer available at law or in equity.



*Section 11.*

*Environmental Matters.*

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

*Section 12.*

*Insurance.*

The Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, at all times throughout the Term of this Agreement (or during the construction period as specified at (b) below) and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, the General Contractor or any subcontractor:

- (a) Prior to Execution and Delivery of this Agreement: At least ten (10) business days prior to the execution of this Agreement, the Developer shall procure and maintain, or cause to be procured and maintained, the following kinds and amounts of insurance:

- (i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees who are to provide a service under or in connection with this Agreement, and employers' liability coverage, with limits of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) for each accident or illness.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

- (b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be procured and maintained, the following kinds and amounts of insurance:

- (i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees who are to provide a service under or in connection with this Agreement and employers' liability coverage with limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or illness.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Million and no/100 Dollars (\$5,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion of construction of the Project) explosion, collapse, underground, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

- (iii) Automobile Liability Insurance.

When any motor vehicles (owned, leased, borrowed or otherwise) are used by the Developer, the General Contractor or any subcontractor for work to be performed in connection with this Agreement, the Developer shall procure and maintain, or cause to be procured and maintained, Comprehensive Automobile Liability Insurance with limits of not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence combined single limit, 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) All Risk Blanket Builder's Risk Insurance.

When the Developer, the General Contractor or any subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, the General Contractor or any such subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the

permanent facilities. Coverage extensions shall include boiler and machinery, flood, including surface water backup, and collapse.

(v) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants of any kind perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million and no/100 Dollars (\$1,000,000.00). Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(vi) Contractors' Pollution Liability Insurance.

When any environmental remediation work is undertaken by the Developer, the General Contractor or any subcontractor in connection with this Agreement, Contractors' Pollution Liability Insurance shall be procured with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) covering all construction and related work undertaken in connection with this Agreement. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis. The Developer, the General Contractor and any subcontractor shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment, and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

(c) Other Provisions.

(i) Delivery of certificates to City: At least five (5) business days prior to the Closing Date (unless otherwise specified) the Developer shall furnish the following certificates to D.P.D. at City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602:

Original certificates of insurance evidencing the required coverage, showing the City as a certificate holder and, if applicable, loss payee or additional insured, to be in force on the date of execution of this Agreement, and renewal certificates of insurance or other evidence of renewal, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. Each certificate of insurance shall provide that the City is to be given thirty (30) days prior written notice in the event coverage is cancelled or not renewed; and

Original City of Chicago Insurance Certificate of Coverage Form (blank form to be obtained from D.P.D.).

The receipt of the required certificates by D.P.D. does not constitute an agreement by the City that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificates are in compliance with all requirements hereunder. The failure of the City to receive such certificates or to receive certificates that fully conform to the requirements of this Agreement shall not be deemed to be a waiver by the City of any of the insurance requirements set forth herein.

(ii) Receipt by the Developer of policies or certificates: The Developer shall advise all insurers of the insurance requirements set forth in this Agreement, and the receipt by the Developer of policies or certificates that do not conform to these requirements shall not relieve the Developer of its obligation to provide the insurance as set forth in this Agreement or required by law. Failure to comply with the insurance provisions of this Agreement constitutes an Event of Default hereunder, and the City is entitled to exercise all remedies with respect thereto. The Developer expressly understands and agrees that any coverages and limits furnished by Developer shall in no way limit the Developer's liability and responsibilities specified within this Agreement or as required by law.

(iii) The Developer shall require the General Contractor and all subcontractors to carry the insurance required herein, or alternatively, the Developer may provide the coverage on behalf of the General Contractor or any subcontractor, and if so, the evidence of insurance submitted shall so stipulate.

(iv) The Developer agrees, and shall cause its insurers and the insurers of its General Contractor and each subcontractor engaged after the date hereof in connection with the Project to

agree, that all such insurers shall waive their rights of subrogation against the City.

(v) The limitations set forth in the indemnification provisions in Section 13 hereof, or any limitations on indemnities that may apply as a matter of law, shall in no way limit, reduce or otherwise affect the amounts or types of insurance required under this Agreement.

(vi) The Developer and not the City is responsible for meeting all of the insurance requirements under this Agreement and for the Project. Any insurance or self insurance programs maintained by the City shall apply in excess of and not contribute with insurance required to be provided by the Developer, General Contractor or any subcontractor under this Agreement.

Any and all deductibles or self-insured retentions on the required insurance coverages shall be borne by the Developer, General Contractor or subcontractor who is the insured under such policy, and shall not be borne by the City.

If the Developer, the General Contractor or any subcontractor desires additional coverage, higher limits of liability or other modifications for its own protection, such person or entity shall be responsible for the acquisition and cost of such additional protection.

(vii) The City of Chicago Risk Management Department maintains the right to modify or delete the insurance requirements set forth in this Agreement so long as such action does not, without the Developer's prior written consent, increase such requirements beyond that which is reasonably customary at such time.

### *Section 13.*

#### *Indemnification.*

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or (ii) the Developer's or any contractor's failure to pay General

Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer; or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

*Section 14.*

*Maintaining Records/Right To Inspect.*

14.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) business days notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

*Section 15.*

*Default And Remedies.*

15.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under (i) this Agreement or (ii) any related agreement, if such failure with respect to any related agreement materially adversely affects Developer's ability to perform its obligations under this Agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution, the effect of which would have a material adverse affect on the ability of the Developer to perform its obligations under this Agreement;



(h) the occurrence of a material event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution or termination of the Developer or, prior to the issuance of Certificates for the Facility and the Additional Parking Area, the transfer by any member of the Developer to any person not currently a member of the Developer of any material interest in the Developer without D.P.D.'s prior written consent;

(j) following the issuance of Certificates for the Facility and the Additional Parking Area, the transfer by any member of the Developer to any person not currently a member of the Developer of any material interest in the Developer without D.P.D.'s prior written consent, which approval shall not be unreasonably withheld; provided that D.P.D. shall approve any such transfer of a material interest to a person (i) who is not then in violation of any ordinance, regulation or executive order of the City and (ii) whose acquisition of an interest in the Developer would not, in the absence of this subsection (j), cause the Developer to be in default under this Agreement;

(k) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(l) the occurrence of a material default by the Developer under the terms of the Dominick's Lease which is not cured within any applicable notice and/or cure period.

For purposes of Sections 15.01 (i) and 15.01 (j) hereof, a person with a material interest in the Developer shall be any member of the Developer with an aggregate interest in the Developer, directly or indirectly, in excess of five percent (5%).

#### 15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend or terminate payments of Incremental Taxes pursuant to this Agreement and the City Note. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

### 15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

### *Section 16.*

#### *Mortgaging Of The Project.*

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City, is referred to herein as a "Permitted Mortgage". The Existing Mortgage(s) and Permitted Mortgage(s) are referred to herein collectively as the "Mortgage(s)", and the holder of any such Mortgage is referred to herein as a "Mortgagee". It is hereby agreed by and between the City and the Developer, as follows:

(a) In the event that Mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City shall not be obligated to attorn to and

recognize such party as the successor in interest to the Developer for all purposes under this Agreement and 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 or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such Mortgagee or other party succeeding to the Developer's interest in the Property does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) New Mortgages. Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D. if the City Note is pledged as security therefor.

#### *Section 17.*

##### *Notice.*

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

If To The City: City of Chicago  
Department of Planning and  
Development  
Room 1000  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Commissioner

With Copies To: City of Chicago  
Department of Law  
Finance and Economic  
Development Division  
Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602

If To The Developer: Soo T, L.L.C.  
c/o Hiffman Shaffer Associates  
180 North Wacker Drive  
Chicago, Illinois 60606  
Attention: Jack Shaffer or Tom  
Collins

With Copies To: Rudnick & Wolfe  
Suite 1800  
203 North LaSalle Street  
Chicago, Illinois 60601  
Attention: Theodore J. Novak,  
Esq. and David L.  
Reifman, Esq.

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 (sub)exhibits attached hereto may not be amended without the prior written consent of the City and Developer.

18.02 Entire Agreement.

This Agreement (including each (sub)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 the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

#### 18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

#### 18.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

#### 18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

#### 18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

#### 18.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

#### 18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such ordinance(s) shall prevail and control.

#### 18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

#### 18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

#### 18.14 Approval.

Wherever this Agreement provides for the approval or consent of the City or D.P.D., or any matter is to be to the City's or D.P.D.'s satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or D.P.D. in writing and in its sole discretion.

#### 18.15 Assignment.

Prior to the issuance by the City to the Developer of a Certificate for the Facility and the Additional Parking Area, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. The City will consent to an assignee proposed by the Developer only if no Event of Default then exists hereunder and the proposed assignee (a) qualifies as a sophisticated investor under applicable state and federal securities laws, (b) demonstrates the financial ability and experience to timely complete the Project, (c) is not then in violation of any ordinance, regulation or executive order of the City and (d) would not cause an Event of Default, or situation that, with notice or the passage of time or both would give rise to an Event of Default, to exist under this Agreement. Notwithstanding the issuance of such Certificates, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.19 (Survival of Covenants) hereof, for the Term of the Agreement. Except as provided in Section 4.07 hereof, no assignee or transferee shall have the right to obtain Incremental Revenues payable pursuant to the City Note without the express prior written consent of the City. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

#### 18.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein).

#### 18.17 Force Majeure.

Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

#### 18.18 (Sub)Exhibits.

All of the (sub)exhibits attached hereto are incorporated herein by reference.

#### 18.19 Dedication, Parking Restriction, Vacation.

(a) Dedication. The Developer agrees that prior to the issuance of a certificate of occupancy for the Facility, the Developer shall cause the dedication and conveyance of the parcels of real property described in (Sub)Exhibit P in accordance with the schedule stated herein. Prior to making any offer of dedication or conveyance, the Developer shall cause all Clinton Street Improvements (as hereinafter defined) to be completed to the satisfaction of the Commissioner of Transportation (and the commissioners of such departments of the City as shall have responsibility for maintenance of the Clinton Street Improvements upon their acceptance by the City) and accepted in accordance with this Agreement, and shall provide the City with evidence of good title satisfactory to the Corporation Counsel. The dedication and conveyance shall be completed in accordance with all standard City policies and procedures for similar dedications and conveyance. The Developer shall be responsible and pay for any and all utility and public service relocations and adjustments necessary or appropriate for the dedications (collectively, the "Clinton Street Improvements") and, prior to the offer shall cause all necessary or appropriate Board of Underground approvals to be submitted to the Superintendent of Maps.



(b) Vacation. Pursuant to the vacation ordinance of the City Council adopted on December 11, 1996 and published in the Journal of the Proceedings of the City Council at pages \_\_\_\_\_, the City has vacated the portions of public ways described in (Sub)Exhibit Q which is attached hereto. The City acknowledges that the compensation payable by the Developer with respect to the vacation described in this Section 18.19(b) is set forth in (Sub)Exhibit C attached hereto, as the compensation has been reduced by an amount equal to the value (or applicable portion thereof) of the impairment to the Additional Parking Area resulting from the imposition thereon of the restrictions contained in Section 8.20 hereof.

[The Remainder Of This Page Intentionally Left Blank]

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Attest:

Soo T, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

City of Chicago

By: \_\_\_\_\_,  
Commissioner,  
Department of Planning  
and 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 \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of Soo T, L.L.C., an Illinois limited liability company (the "Company"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Company, as their free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

[Seal]

State of Illinois )  
  ) SS.  
County of Cook )

I, \_\_\_\_\_, a notary public in and for the said county, in the state aforesaid, Do Hereby Certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_.

[(Sub)Exhibits "A", "B", "D", "E", "F", "K", "P" and "Q" referred to in this Roosevelt/Canal Redevelopment Project Area Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "C", "G", "H", "I", "J", "L", "M", "N" and "O" referred to in this Roosevelt/Canal Redevelopment Project Area Redevelopment Agreement read as follows:

*(Sub)Exhibit "C".*  
 (To Roosevelt/Canal Redevelopment Project Area  
 Redevelopment Agreement)

T.I.F.-Funded Improvements<sup>1</sup>.

Category

1.	Demolition	\$2,750,000
2.	Parking Area Site Work	300,000
3.	Off-Site Improvements	300,000
4.	Relocation Costs	200,000
5.	Environmental Remediation	200,000
6.	Hard Cost Contingency <sup>2</sup>	114,022
7.	T.I.F. Consultant	20,000
8.	Other Eligible Soft Costs <sup>3</sup>	317,046
	Title and Insurance	
	Inspecting Architect	
	Legal and Closing	
	Appraisals	
	Loan Fees	
	Overhead and Supervision	
	M.B.E./W.B.E./Employment Consultant	

- 
1. Does not include interest incurred in connection with financing (construction or permanent) which may be eligible for reimbursement.
  2. Amount based on percentage of "T.I.F.-Funded Improvements" hard costs to total hard costs (multiplied by .228045).
  3. For eligible items, amount based on same formula contained in footnote 2.

9.	Acquired interest in rear portions of site (Maxwell Street parking encumbrance) <sup>4</sup>	298,932
	TOTAL <sup>5</sup> :	\$4,500,000

- 
4. Net value of acquired interest is deemed to be Five Hundred Forty Thousand Dollars (\$540,000) based on street vacation value of Five Hundred Thousand Dollars (\$500,000) deducted from total lost value of One Million Forty Thousand Dollars (\$1,040,000) (per appraisal). In the event of a total net reduction in the amounts of T.I.F.-Funded Improvements in Items 1 through 9 above, Item 10 may be increased from Two Hundred Ninety-eight Thousand Nine Hundred Thirty-two Dollars (\$298,932) to an amount not to exceed Five Hundred Forty Thousand Dollars (\$540,000) based on street vacation value of Five Hundred Forty Thousand Dollars (\$540,000), provided that total amount of T.I.F.-Funded Improvements shall not exceed the lesser of Four Million Five Hundred Thousand Dollars (\$4,500,000) and twenty-two and eleven one-hundredths percent (22.11%) of total project costs (see Note 5). Note that value of Developer's right-of-way dedication is included in net amount of street vacation.
5. In no event will face amount of City Note exceed lesser of (a) Four Million Five Hundred Thousand Dollars (\$4,500,000) and (b) twenty-two and eleven one-hundredths percent (22.11%) of total project costs. Subject to the total limit described in the preceding sentence and to the right of the City to approve T.I.F.-Funded Improvements as described in this Agreement, to the extent that the actual amount incurred for any of the costs listed above is less than the amount listed in this (sub)exhibit, any costs for an item listed above which in the aggregate exceed the amount listed above may also be considered as T.I.F.-Funded Improvements even though such costs were, under the Project Budget, to be paid from sources other than City Funds.

*(Sub)Exhibit "G".*  
 (To Roosevelt/Canal Redevelopment Project Area  
 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.

*(Sub)Exhibit "H".*  
 (To Roosevelt/Canal Redevelopment Project Area  
 Redevelopment Agreement)

*Schedule V-A Project Budget.*

Project: Soo Line Terminal	Acreage:	12.580
Location: Chicago	Square Feet:	547,985

Financial Criteria:

Estimated Time To Complete Redevelopment (Months)	12.00
Average Outstanding Balance Of Construction Loan	50.00%
Construction Period Interest Rate	9.75%

Hard Costs:

Acquisition Costs	\$2,715,000
Demolition Cost	2,750,000
Purchase Of Vacated Streets	0

3/19/97

## REPORTS OF COMMITTEES

41019

Site Work	\$ 2.75 Per Square Foot	1,506,958
Site Work -- Parking Lot Lighting And Fencing		300,000
Construction Costs		6,300,000
Tenant Improvements	15.00 Per Square Foot On Shops	400,000
Off-Site Improvements		300,000
Hard Cost -- Contingency		500,000
Environmental Remediation		200,000
Testing		25,000
Government Charges		50,000
Tenant Relocation Costs		200,000
Architecture And Engineering Allocation		350,000
Construction Period Interest		597,125
Real Estate Taxes During Construction		250,000
Total Hard Costs:		\$16,444,083
Soft Costs:		
Soft Cost -- Contingency		\$ 100,000
Title And Insurance		25,000
Inspecting Architect		20,000
Legal And Closing Costs		300,000
Marketing		25,000
Appraisals		15,000
Leasing Commissions		390,000
Loan Fees		542,000

Overhead And Supervision	488,278
Total Soft Costs:	\$ 1,906,278
Estimated Outlet Building Construction Costs	\$ 2,000,000
Total Estimated Development Costs Of Subject Property:	\$20,349,361
T.I.F. As A Percentage Of Total Estimated Project Costs	22.11%

(Sub)Exhibit "I".  
 (To Roosevelt/Canal Redevelopment Project Area  
 Redevelopment Agreement)

*Approved Prior Expenditures.*

Line Item	Name Of Firm	Contract Price	Previously Paid	Amount Of This Payment	Balance To Become Due
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
<b>TOTAL:</b>	_____	\$ _____	\$ _____	\$ _____	\$ _____



*(Sub)Exhibit "J".*  
(To Roosevelt/Canal Redevelopment Project Area  
Redevelopment Agreement)

*Opinion Of Developer's Counsel.*

[To be retyped on the Developer's Counsel's letterhead]

\_\_\_\_\_, 1993.

City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Soo T, L.L.C., an Illinois limited liability company (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Roosevelt/Canal 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 Organization, 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; 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. The Developer is a limited company duly organized, validly existing and in good standing under the laws of its state of incorporation, 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 limited liability company 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. The 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 Organization or operating agreement or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer 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 in favor of [Lender].

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 identifies each member of the Developer.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer 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, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any 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 carrier 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.

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 Roosevelt/Canal Redevelopment Project Area  
Redevelopment Agreement)

*Conditional Provisions.*

Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create or appear to create a lien upon the 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 the Developer, the Property or the Project, including but not limited to real estate taxes.

(ii) Right to Contest. The Developer shall have 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. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in subsection (b) 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 the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless at D.P.D.'s sole option:

(1) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the 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

(2) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. 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.

(iii) Developer's failure to pay or discharge lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the 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 the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(b) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property that is necessary to support the incremental taxes indicated ("Minimum Assessed Value") is shown on (Sub)Exhibit K attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit K; (B) (Sub)Exhibit K sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit K.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the 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.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the 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 (Sub)Exhibit K for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the 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 Project up to (but not above) the Minimum Assessed Value as shown in (Sub)Exhibit K.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this (Sub)Exhibit L are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessee, 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. The 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.

(c) Insurance. In addition to the insurance required pursuant to Section 12 hereof, the Developer shall procure and maintain the following insurance:

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

[(Sub)Exhibit "K" referred to in these Conditional Provisions unavailable at time of printing.]

(Sub)Exhibit "M".  
(To Roosevelt/Canal Redevelopment Project Area  
Redevelopment Agreement)

Payment Form.

State of Illinois )  
                          ) SS.  
County of Cook )

The affiant, \_\_\_\_\_, \_\_\_\_\_ of Soo T, L.L.C. (the "Developer") being duly sworn on oath deposes and says that the Developer is the owner of the Property as defined in that certain Soo T, L.L.C. Redevelopment Agreement between the Developer and the City of Chicago dated \_\_\_\_\_, 1997 (the "Agreement") and that:

A. This paragraph A sets forth and is a true and complete statement of all expenditures for the Project to date:

[Description]	\$ _____
Total	\$ _____
22.11% of the Total is equal to	\$ _____

B. The work paid for by the expenditures described in paragraph A has been completed.

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

\$ \_\_\_\_\_

D. The Developer requests reimbursement for the following Costs of T.I.F.-Funded Improvements:

\$ \_\_\_\_\_



E. Attached are the following documents:

- 1. a certification as to the status of job creation in accordance with Section 8.06 of the Agreement; and
- 2. a report for the year ended \_\_\_\_\_, 199\_\_ detailing compliance with Section 10.03 of the Agreement.

F. The Developer hereby certifies to the City that, as of the date hereof:

- 1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein.
- 2. The Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens.
- 3. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

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

Soo T, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_.

Agreed and accepted:

\_\_\_\_\_  
Name

Title: \_\_\_\_\_  
City of Chicago,  
Department of Planning  
and Development

*(Sub)Exhibit "N".*  
(To Roosevelt/Canal Redevelopment Project Area  
Redevelopment Agreement)

*State Of Illinois,*  
*County Of Cook,*  
*City Of Chicago.*

*Tax Increment Allocation Revenue Note*  
*(Roosevelt/Canal Redevelopment Project),*  
*Series A.*

Sole Note:

Maximum Amount:

Registered  
Number One

Registered  
\$4,500,000

Know All Persons By These Presents that the City of Chicago, Cook, County, Illinois (the "City"), a municipality, body corporate and politic, and home rule unit duly organized under the laws of the State of Illinois, for value received hereby acknowledges itself to owe and promises to pay to the Registered Owner hereof, or registered assigns, the Outstanding Principal Amount of this Note, as hereinafter described, on the earlier to occur of payment in full or October 31, 2016 (the "Stated Maturity"), and to pay interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) on such Outstanding Principal Amount at the rate of nine percent (9.00%) per annum on \_\_\_\_\_ each year (such dates being "Regular Interest Payment Dates") until paid, commencing \_\_\_\_\_ 31, \_\_\_\_\_, except as the hereinafter stated provisions for redemption and prepayment prior to maturity may and shall become applicable hereto and except as otherwise provided in the hereinafter defined Redevelopment Agreement. The "Outstanding Principal Amount" is that amount, not to exceed the Face Amount of this Note as set forth above, shown as advanced in even multiples of One Hundred Dollars (\$100) from time to time and received by the City for value, as is noted on this Note in the form of Advances for Value hereon, less payments of principal hereon. The Dated Date hereof shall be deemed to be the first date on which the Outstanding Principal Amount equals not less than the sum of Fifty Thousand Dollars (\$50,000).

Interest when due ("Current Interest") shall be paid as provided from the hereinafter defined Special Tax Allocation Fund, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Paying Agent as deferred accrued interest ("Deferred Accrued Interest") and shall be added to the Outstanding Principal Amount. The order of payment of interest on this Note shall be first, Current Interest, and next, mandatory redemption of the Outstanding Principal Amount, as adjusted by Deferred Accrued Interest and shown as advanced in the form of Advances for Value hereon. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the hereinafter defined Incremental Taxes shall in no event be deemed to be an event of default hereon. The Registered Owner of this Note, by acceptance hereof, hereby expressly agrees and acknowledges that the amounts due and payable of Outstanding Principal Amount hereof and interest hereon are subject to adjustment, suspension and cancellation as provided in the Redevelopment Agreement.

The principal of this Note shall be payable in lawful money of the United States of America upon presentation at the principal office of the City Treasurer at 121 North LaSalle Street in the City of Chicago, Illinois as

paying agent and note registrar (respectively, the "Paying Agent" and the "Note Registrar"). Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable Regular Interest Payment Date. Interest hereon shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined ordinance.

This Note is a term note and is subject to mandatory redemption by operation of the Special Tax Allocation Fund at a price of par plus accrued interest without premium, on any Regular Interest Payment Date, whenever there is on deposit in the hereinafter defined Special Tax Allocation fund an amount in excess of the amount required to pay all Current Interest due and payable on such Regular Interest Payment Date. The Paying Agent shall make provisions for the redemption of this Note on such Regular Interest Payment Date to the fullest extent practicable from such excess.

The City covenants that it will cause the Paying Agent to redeem this Note pursuant to the mandatory redemption required for this Note. Proper provision for mandatory redemption having been made, the City covenants that the Outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

This Note is also subject to redemption and prepayment prior to maturity, at the option of the City, in whole or in part, from any available funds, on any date, at the redemption price of par plus accrued interest to the date fixed for redemption and as further provided in the ordinance.

Unless waived by the Registered Owner hereof, official notice of any such redemption and prepayment shall be given by the Note Registrar on behalf of the City by mailing the redemption notice by registered or certified mail not less than five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner at the address shown on the Register or at such other address as is furnished in writing by the Registered Owner to the Note Registrar. Notice of redemption having been given as aforesaid, this Note or portion thereof shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) this Note or portion thereof, as applicable, shall cease to bear interest. Upon surrender of this Note for redemption and prepayment in accordance with said notice, this Note or portion thereof shall be paid by the Note Registrar at the redemption price.

Subject to the provisions of the hereinafter defined Redevelopment Agreement, this Note may be transferred as a whole but not in part. Upon surrender at the office of the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new Registered Owner in the Note Register.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by Section 6 of Article VII of the 1970 Constitution of the State of Illinois, as supplemented by the Omnibus Bond Acts, including the Local Government Debt Reform Act, as supplemented and amended (collectively, the "Act"), and the principal of and interest, and premium, if any, hereon are payable solely from (i) the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Roosevelt/Canal Redevelopment Project Area heretofore designated by the City in accord with the provisions of the Act (the "Area") by any and all taxing districts or municipal corporations having the power to tax real property in the Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each such piece of property, all as determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of the Act (the "Incremental Taxes"), and (ii) the amounts on deposit in and pledged to the various funds and accounts of the Roosevelt/Canal Redevelopment Project Area Special Tax Increment Allocation Fund (the "Special Tax Allocation Fund") heretofore established by the City in connection with the designation of the Area. This Note is being issued for the purposes of paying a portion of certain costs of a redevelopment project in the Area, all as more fully described in proceedings adopted by the City Council of the City (the "Corporate Authorities") pursuant to the Act and in an ordinance authorizing the issuance of this Note adopted by the Corporate Authorities on the \_\_\_\_ day of \_\_\_\_\_, 1996, and authorizing the issuance hereof (the "Ordinance") and in that certain Redevelopment Agreement by and between the City and Soo T, L.L.C., and dated \_\_\_\_\_, 1996 (the "Redevelopment Agreement"), to all the provisions of which the holder by the acceptance of this Note assents. Under the Act, the Ordinance and the Redevelopment Agreement, the Incremental Taxes shall be deposited in the Special Tax Allocation Fund.

Except as otherwise provided in the Redevelopment Agreement, monies on deposit in the Special Tax Allocation Fund shall be used first and are pledged for paying the principal of and interest on this Note and then in making any further required payments to any funds and accounts as provided by the terms of the Ordinance. Terms used but not defined herein shall have the same meaning as provided in the Ordinance and the Redevelopment Agreement.

This Note, together with the interest thereon, is a limited obligation of the City, payable solely from the Incremental Taxes and the amounts on deposit in and pledged to the Special Tax Allocation Fund as provided in the Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, at maturity, the Incremental Taxes are hereby irrevocably pledged. This Note Does Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Holder Of This Note Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Hereof Or Interest Hereon.

The City hereby expressly finds and determines that the Stated Maturity does not exceed (i) the date which is twenty (20) years from the Dated Date or (ii) the date which is twenty-three (23) years from the date of designation by the Corporate Authorities of the Area.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the City hereby covenants and agrees that it has made provision for the segregation of the Incremental Taxes and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

The tables and forms following the signatures on this Note and entitled "Advances for Value and Registered Owner Notation" are an integral part of this Note as if in each case fully set forth at this place and are incorporated herein by this reference.

In Witness Whereof, the City has caused this Note to be signed by the manual or duly authorized facsimile signatures of its Mayor and by its Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof, to wit, the \_\_\_ day of \_\_\_\_\_, 19\_\_.

City of Chicago, Cook County,  
Illinois

[Seal]

By: \_\_\_\_\_  
Mayor, City of Chicago,  
Cook County, Illinois

Attest:

\_\_\_\_\_  
City Clerk, City of Chicago,  
Cook County, Illinois

Date of Authentication: \_\_\_\_\_, \_\_\_\_.

Certificate Of Authentication.

Note Registrar and Paying Agent:  
City Treasurer, City of Chicago,  
Cook County, Illinois.

This Note is the Note described in  
the within mentioned ordinance and is  
the Tax Increment Allocation Revenue  
Note (Roosevelt/Canal Redevelopment  
Project), Series A, of the City of Chicago,  
Cook County, Illinois.

City Treasurer, as Bond Registrar

By: \_\_\_\_\_

*State Of Illinois,  
County Of Cook,  
City Of Chicago.*

*Tax Increment Allocation Revenue Note (Roosevelt/Canal  
Redevelopment Project), Series A.*

Sole Note:  
Registered  
Number One

Maximum Amount:  
Registered  
\$4,500,000

Advances For Value

This Note is valid to the amount set forth below, the aggregate of said amounts being its Outstanding Principal Amount.

Amount Advanced (\$)	Date Advanced	Signature Of City Treasurer
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



*State Of Illinois,*

*County Of Cook,*

*City Of Chicago.*

*Tax Increment Allocation Revenue Note (Roosevelt/Canal  
Redevelopment Project), Series A.*

Sole Note:  
Registered  
Number One

Maximum Amount:  
Registered  
\$4,500,000

Registered Owner Notation

This Note shall be registered on the Note Register of the City kept for that purpose by the City Treasurer as Note Registrar. The principal and interest on this Note shall be payable only to or upon the order of the Registered Owner or such owner's legal representative. No registration hereof shall be valid unless signed by the Note Registrar.

Date Of Registration	Name Of Registered Owner	Signature Of Note Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*(Sub)Exhibit "O".*  
(To Roosevelt/Canal Redevelopment Project Area  
Redevelopment Agreement)

*Prohibited Uses.*

1. offices (except as incidental to permitted retail or commercial uses or as may be found in similar retail or commercial centers, such as, without limitation, real estate offices, insurance offices and medical/dental offices);
2. funeral homes;
3. any production, manufacturing, industrial or storage use of any kind or nature, except for storage and/or production of products incidental to the retail sale thereof from the Facility;
4. entertainment or recreational facilities, including but not limited to, a bowling alley, skating rink, electronic or mechanical game arcade (except as an incidental use to a retail or commercial business, in which case such use shall be restricted to less than five percent (5%) of the floor area occupied by such business), theater, billiard room or pool hall, health spa or studio or fitness center, massage parlor, discotheque, dance hall, banquet hall, night club, bar or tavern, "head shop", pornographic or "adult" bookstore, tattoo parlor, racquetball court or gymnasium, or other place of public amusement;
5. training or educational facilities;
6. fast food restaurants (not including restaurants such as Boston Market, Bruegger's Bagels and Honey Baked Ham);
7. car washes, gasoline or service stations, or the displaying, repairing, renting, leasing or sale of any motor vehicle, boat or trailer;
8. any use which creates a nuisance or materially increases noise or emission of dust, odor, smoke, gases or materially increases fire, explosion or radioactive hazards in the Facility; any business with drive-up or drive-through lanes, except a bank;
9. second hand or thrift stores, or flea markets;
10. any use involving Hazardous Materials, except as may be customary in first class neighborhood shopping centers in the Chicago metropolitan area.

*Exhibit "B".**State Of Illinois**County Of Cook**City Of Chicago**Tax Increment Allocation Revenue Note  
(Roosevelt/Canal Redevelopment Project),  
Series A.*Sole Note  
Registered  
Number OneMaximum Amount:  
Registered  
\$4,500,000

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), a municipality, body corporate and politic, and home rule unit duly organized under the laws of the State of Illinois, for value received hereby acknowledges itself to owe and promises to pay to the Registered Owner hereof, or registered assigns, the Outstanding Principal Amount of this Note, as hereinafter described, on the earlier to occur of payment in full or February 28, 2017 (the "Stated Maturity"), and to pay interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) on such Outstanding Principal Amount at the rate of nine and zero one-hundredths percent (9.00%) per annum on \_\_\_\_\_ each year (such dates being "Regular Interest Payment Dates") until paid, commencing \_\_\_\_\_ 31, \_\_\_\_\_, except as the hereinafter stated provisions for redemption and prepayment prior to maturity may and shall become applicable hereto and except as otherwise provided in the hereinafter defined Redevelopment Agreement. The "Outstanding Principal Amount" is that amount, not to exceed the Face Amount of this Note as set forth above, shown as advanced in even multiples of One Hundred Dollars (\$100) from time to time and received by the City for value, as is noted on this Note in the form of Advances for Value hereon, less payments of principal hereon. The Dated Date hereof shall be deemed to be the first date on which the Outstanding Principal Amount equals not less than the sum of Fifty Thousand Dollars (\$50,000).

Interest when due ("Current Interest") shall be paid as provided from the hereinafter defined Special Tax Allocation Fund, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such

interest shall thereupon be recorded by the Paying Agent as deferred accrued interest ("Deferred Accrued Interest") and shall be added to the Outstanding Principal Amount. The order of payment of interest on this Note shall be first, Current Interest, and next, mandatory redemption of the Outstanding Principal Amount, as adjusted by Deferred Accrued Interest and shown as advanced in the form of Advances for Value hereon. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the hereinafter defined Incremental Taxes shall in no event be deemed to be an event of default hereon. The Registered Owner of this Note, by acceptance hereof, hereby expressly agrees and acknowledges that the amounts due and payable of Outstanding Principal Amount hereof and interest hereon are subject to adjustment, suspension and cancellation as provided in the Redevelopment Agreement.

The principal of this Note shall be payable in lawful money of the United States of America upon presentation at the principal office of the City Treasurer at 121 North LaSalle Street in the City of Chicago, Illinois as paying agent and note registrar (respectively, the "Paying Agent" and the "Note Registrar"). Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable Regular Interest Payment Date. Interest hereon shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined ordinance.

This Note is a term note and is subject to mandatory redemption by operation of the Special Tax Allocation Fund at a price of par plus accrued interest without premium, on any Regular Interest Payment Date, whenever there is on deposit in the hereinafter defined Special Tax Allocation Fund an amount in excess of the amount required to pay all Current Interest due and payable on such Regular Interest Payment Date. The Paying Agent shall make provision for the redemption of this Note on such Regular Interest Payment Date to the fullest extent practicable from such excess.

The City covenants that it will cause the Paying Agent to redeem this Note pursuant to the mandatory redemption required for this Note. Proper provision for mandatory redemption having been made, the City covenants that the Outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

This Note is also subject to redemption and prepayment prior to maturity, at the option of the City, in whole or in part, from any available funds, on any date, at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the ordinance.

Unless waived by the registered Owner hereof, official notice of any such redemption and prepayment shall be given by the Note Registrar on behalf of the City by mailing the redemption notice by registered or certified mail not less than five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner at the address shown on the Register or at such other address as is furnished in writing by the Registered Owner to the Note Registrar. Notice of redemption having been given as aforesaid, this Note or portion thereof shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) this Note or portion thereof, as applicable, shall cease to bear interest. Upon surrender of this Note for redemption and prepayment in accordance with said notice, this Note or portion thereof shall be paid by the Note Registrar at the redemption price.

Subject to the provisions of the hereinafter defined Redevelopment Agreement, this Note may be transferred as a whole but not in part. Upon surrender hereof at the office of the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new Registered Owner in the Note Register.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code, and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by Section 6 of Article VII of the 1970 Constitution of the State of Illinois, as supplemented by the Omnibus Bond Acts, including the Local Government Debt Reform Act, as supplemented and amended (collectively, the "Act"), and the principal of and interest, and premium, if any, hereon are payable solely from (i) the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Roosevelt/Canal Redevelopment Project Area heretofore designated by the City in accord with the provisions of the Act (the "Area") by any and all taxing districts or municipal corporations having the power to tax real property in the Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each such piece of property, all as determined by the County Clerk of the County of Cook, Illinois, in accordance with the

provisions of the Act (the "Incremental Taxes"), and (ii) the amounts on deposit in and pledged to the various funds and accounts of the Roosevelt-Canal Redevelopment Project Area Special Tax Increment Allocation Fund (the "Special Tax Allocation Fund") heretofore established by the City in connection with the designation of the Area. This Note is being issued for the purposes of paying a portion of certain costs of a redevelopment project in the Area, all as more fully described in proceedings adopted by the City Council of the City (the "Corporate Authorities") pursuant to the Act and in an ordinance authorizing the issuance of this Note adopted by the Corporate Authorities on the \_\_\_\_\_ day of \_\_\_\_\_, 1997, and authorizing the issuance hereof (the "Ordinance") and in that certain Redevelopment Agreement by and between the City and Soo T, L.L.C., and dated \_\_\_\_\_, 1997 (the "Redevelopment Agreement"), to all the provisions of which the holder by the acceptance of this Note assents. Under the Act, the Ordinance and the Redevelopment Agreement, the Incremental Taxes shall be deposited in the Special Tax Allocation Fund. Except as otherwise provided in the Redevelopment Agreement, monies on deposit in the Special Tax Allocation Fund shall be used first and are pledged for paying the principal of and interest on this Note and then in making any further required payments to any funds and accounts as provided by the terms of the Ordinance. Terms used but not defined herein shall have the same meaning as provided in the Ordinance and the Redevelopment Agreement.

This Note, together with the interest thereon, is a limited obligation of the City, payable solely from the Incremental Taxes and the amounts on deposit in and pledged to the Special Tax Allocation Fund as provided in the Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, at maturity, the Incremental Taxes are hereby irrevocably pledged. This Note Does Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Holder Of This Note Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Hereof Or Interest Hereon.

The City hereby expressly finds and determines that the Stated Maturity does not exceed (i) the date which is twenty (20) years from the Dated Date or (ii) the date which is twenty-three (23) years from the date of designation by the Corporate Authorities of the Area.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the City hereby covenants and agrees that it has made provision for the segregation of the Incremental Taxes and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

The tables and forms following the signatures on this Note and entitled Advances for Value and Registered Owner Notation are an integral part of this Note as if in each case fully set forth at this place and are incorporated herein by this reference.

In Witness Whereof, the City has caused this Note to be signed by the manual or duly authorized facsimile signatures of its Mayor and by its Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof, to wit, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

City of Chicago, Cook County,  
Illinois

[Seal]

By: \_\_\_\_\_  
Mayor, City of Chicago,  
Cook County, Illinois

Attest:

\_\_\_\_\_  
City Clerk, City of Chicago,  
Cook County, Illinois

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_.

Certificate Of Authentication

Note Registrar and Paying Agent:  
City Treasurer, City of Chicago,  
Cook County, Illinois

This Note is the Note described in the within mentioned ordinance and is the Tax Increment Allocation Revenue Note (Roosevelt/Canal Redevelopment Project), Series A, of the City of Chicago, Cook County, Illinois.

City Treasurer, as Bond Registrar

By: \_\_\_\_\_

*State Of Illinois  
County Of Cook  
City Of Chicago*

*Tax Increment Allocation Revenue Note  
(Roosevelt/Canal Redevelopment  
Project), Series A.*

Sole Note:  
Registered  
Number One

Maximum Amount:  
Registered  
\$4,500,000

Advances For Value.

This Note is valid to the amount set forth below, the aggregate of said amounts being its Outstanding Principal Amount.

Amount Advanced (\$)	Date Advanced	Signature Of City Treasurer
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



*State Of Illinois*

*County Of Cook*

*City Of Chicago*

*Tax Increment Allocation Revenue Note*

*(Roosevelt/Canal Redevelopment*

*Project), Series A.*

Sole Note:  
Registered  
Number One

Maximum Amount:  
Registered  
\$4,500,000

Registered Owner Notation.

This Note shall be registered on the Note Register of the City kept for the purpose by the City Treasurer as Note Registrar. The principal and interest on this Note shall be payable only to or upon the order of the Registered Owner or such owner's legal representative. No registration hereof shall be valid unless signed by the Note Registrar.

Date Of  
Registration

Name Of  
Registered Owner

Signature Of  
Note Registrar

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Exhibit "C".*

*Form Of Certificate Of Expenditure.*

[Date]

City of Chicago  
Department of Planning and Development  
Room 100  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Commissioner

Re: City of Chicago, Cook County, Illinois (the "City")  
Tax Increment Allocation Revenue Note  
(Roosevelt/Canal Redevelopment Project)  
Series A (the "City Note")

Sirs:

This Certificate of Expenditure constitutes a request to increase the Outstanding Principal Amount of the City Note as provided in Section 5.16 of that certain Redevelopment Agreement (the "Redevelopment Agreement") dated as of \_\_\_\_\_, 1997, by and between the City and Soo T, L.L.C., an Illinois limited liability company (the "Developer") and pursuant to an ordinance (the "Ordinance") adopted by the City Council of the City on the \_\_\_\_\_ day of \_\_\_\_\_, 1997, authorizing the execution and delivery of the City Note. Terms not defined but used herein shall have the meanings set forth in the Redevelopment Agreement and the Ordinance.

Please be advised that the undersigned, being a duly qualified and acting \_\_\_\_\_ of the Developer, hereby certifies on behalf of the Developer to the City as follows:

- (a) the total amount of this disbursement request represents the actual amount 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 this disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for this disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained therein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for Permitted Liens or liens which the Developer is contesting in accordance with Section 8.15 of the Redevelopment Agreement;

(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 amount of this disbursement request is \$\_\_\_\_\_.

The Outstanding Principal Amount of the City Note is to be increased to the amount of \$\_\_\_\_\_, less payments of principal made to date.

In Witness Whereof, I have hereunto affixed my official signature this \_\_\_ day of \_\_\_\_\_, 199\_\_.

Soo T, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

City of Chicago, Cook County, Illinois

By: \_\_\_\_\_

Its: \_\_\_\_\_

Authenticated This \_\_\_\_\_ Day Of \_\_\_\_\_, 199\_\_:

By: \_\_\_\_\_

City Treasurer

\_\_\_\_\_  
 DESIGNATION OF PLITT THEATERS, INC. AND ICE  
 DEVELOPMENT, L.L.C. AS PROJECT DEVELOPER  
 AND AUTHORIZATION FOR EXECUTION OF  
 REDEVELOPMENT AGREEMENT FOR  
 ROOSEVELT/HOMAN REDEVELOP-  
 MENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance designating Plitt Theaters, Inc., and ICE Development, L.L.C. as the developer and authorizing the execution of a Redevelopment Agreement for the Roosevelt/Homan Redevelopment Project Area, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

*Nays* -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on December 5, 1990 and published at pages 26369 -- 26418 and 26419 -- 26422 of the Journal of Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project for the Roosevelt/Homan Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"), which redevelopment plan and project was amended by an Amendment Number 1 adopted by the City Council of the City on July 31, 1996 and published at pages 26473 -- 26482 of the Journal of such date (such redevelopment plan and project, as so amended, referred to herein as the "Plan"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 5, 1990 and published at pages 26418, 26423 -- 26425 and 26426 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on December 5, 1990 and published at pages 26425, 26427--26430 and 26431 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Plitt Theatres, Inc., a Delaware corporation ("Plitt"), will acquire a five and five-tenths (5.5) acre site (the "Site") located within the Area, and Plitt and ICE Development, L.L.C., an Illinois limited liability company ("ICE"), shall construct and operate an approximately forty thousand (40,000) square foot movie theater (the "Project"); and

WHEREAS, It is anticipated that Plitt and ICE will form an Illinois limited liability company, of which Plitt and ICE will be the sole members, to act as the developer (the "Developer") under a redevelopment agreement with the City with respect to the Project; and

WHEREAS, The Developer has proposed to undertake the redevelopment of the Site 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, to be financed in part by incremental taxes, if any, deposited in the Roosevelt/Homan Redevelopment Project Area Special Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8 (b) of the Act; and

WHEREAS, Pursuant to Resolution 96-CDC-65 adopted by the Community Development Commission of the City of Chicago (the "Commission") on October 8, 1996 (a certified copy of which is attached hereto as Exhibit B), the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish a notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a redevelopment agreement with the Developer for the Project and to request alternative proposals for redevelopment of the Site or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Site or a portion thereof and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Site or a portion thereof within ten (10) days after such publication, pursuant to Resolution 96-CDC-65, the Commission has recommended that the Developer be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; and

WHEREAS, The City is the owner of certain property located at 3312 West Grenshaw Street (Permanent Index Number 16-14-424-046) (the "City Lot") within the Area; and

WHEREAS, In connection with the Project, the Department of Planning has proposed to convey the City Lot to the Developer; and

WHEREAS, Pursuant to Resolution 96-CDC-66 adopted by the Commission on October 8, 1996 (a certified copy of which is attached hereto as Exhibit C), the Commission authorized D.P.D. to publish a notice pursuant to Section 5/11-74.4(c) of the Act of its intention to convey the City Lot to the Developer for the price of One and no/100 Dollars (\$1.00) and to execute and negotiate a redevelopment agreement with the Developer for the City Lot and to request alternative proposals for purchase or redevelopment of the City Lot; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the purchase and redevelopment of the City Lot and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the purchase or redevelopment of the City Lot within ten (10) days after such publication, pursuant to Resolution Number 96-CDC-66, the Commission has recommended that the Developer be designated as the developer and purchaser of the City Lot and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the conveyance of the City Lot; 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 Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or deeds conveying the City Lot to the Developer for consideration in the amount of One and no/100 Dollars (\$1.00). Each quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that the Facility (as defined in the Redevelopment Agreement) is constructed in accordance with the provisions of the Roosevelt/Homan Project Area Redevelopment Agreement, dated as of \_\_\_\_\_, 1997 between the Developer and the City by no later than two (2) years from the date of this deed (or as otherwise provided in such Redevelopment Agreement). In the event that the conditions are not met, the City of Chicago may re-enter the City Lot and re-vest title in the City of Chicago. This right of reverter and re-entry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

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 be in full force and effect immediately upon its passage.

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

*Exhibit "A".*

*Roosevelt/Homan Project Area  
Redevelopment Agreement.*

This Roosevelt/Homan Project Area Redevelopment Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and Plitt/ICE Lawndale, L.L.C., a limited liability company ( the "Developer").

*Recitals.*

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public



health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition), as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on December 5, 1990: (1) "Approval of Tax Increment Redevelopment Plan and Redevelopment Project for Roosevelt/Homan Redevelopment Area", which Redevelopment Plan and Project was amended by an ordinance adopted by the City Council on July 31, 1996; (2) Designation of Roosevelt/Homan Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "Adoption of Tax Increment Allocation Financing for Roosevelt/Homan Redevelopment Project Area" (the "T.I.F. Adoption Ordinance"), (collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project: Plitt (defined below) has purchased (the "Acquisition") certain property located within the Redevelopment Area at 3300 West Grenshaw Street, Chicago, Illinois 60624 and legally described on (Sub)Exhibit B hereto (the "Developer Property"), the title to which has been taken by LaSalle National Bank, N.A., as Trustee ("LaSalle"), with Plitt as the beneficiary. Plitt intends to cause LaSalle to enter into a ground lease (the "Ground Lease") of the Property (defined below) to ICE (defined below) and ICE intends to enter into an Operating Sublease (the "Sublease") of the Property to Plitt. Plitt and ICE are the sole members of the Developer. The Developer shall commence and complete, or cause to be commenced or completed, within the time frames set forth in Section 3.01 hereof, construction of an approximately forty thousand (40,000) square foot movie theater (the "Facility") on the Property. The Facility and related improvements (including but not limited to those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Redevelopment Plan for the Roosevelt/Homan Commercial/Residential Redevelopment Project Area, as amended by an Amendment Number 1 (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Available Incremental Taxes (as defined below) to reimburse the Developer for the costs of T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

*Section 1.*

*Recitals.*

The foregoing recitals are hereby incorporated into this Agreement by reference.

*Section 2.*

*Definitions.*

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Applicable Base E.A.V." shall mean the equalized assessed valuation of the increment generating property as determined pursuant to Section 4.08 hereof.

"Available Incremental Taxes" shall mean an amount equal to the positive difference, if any, of (a) the incremental taxes deposited in the Roosevelt/Homan T.I.F. Fund attributable to the taxes levied on (i) the Property and (ii) the Lawndale Plaza Property ( the property described in (i) and (ii) above referred to herein as the "increment generating property"), over (b) the amount of the incremental taxes deposited in the Roosevelt/Homan T.I.F. Fund attributable to the equalized assessed valuation of the increment generating property as of [March 1, 1996], which equals \$\_\_\_\_\_.

"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 Fee" shall mean the fee described in Section 4.05(b) hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"City Property" shall mean the property described in Section 5.16 hereof and legally described in (Sub)Exhibit M hereto.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto.

"Commissioner" shall mean the Commissioner of Planning and Development of the City.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as (Sub)Exhibit E, to be entered into between the Developer and the general contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer or its constituent members (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).

"Escrow" shall mean the construction escrow established pursuant to the escrow agreement.

"Escrow Agreement" shall mean the escrow agreement establishing a construction escrow, to be entered into as of the date hereof by the title company (or an affiliate of the title company), the Developer and the Developer's lender(s), substantially in the form of (Sub)Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"ICE" shall mean ICE Development L.L.C., an Illinois limited liability company and a member of the Developer.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. 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 a special tax allocation fund established to pay redevelopment project costs and obligations incurred in the payment thereof.

"Lawndale Plaza Property" shall mean property within the Redevelopment Area legally described on (Sub)Exhibit P hereto.

"Lender Financing" shall mean funds borrowed by the Developer or its constituent members from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"L.P.L.P." shall mean Lawndale Plaza Limited Partnership, an Illinois limited partnership.

"M.B.E.(s)" shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the property or the project.

"Permitted Liens" shall mean those liens and encumbrances against the property and/or the Project set forth on (Sub)Exhibit G hereto.

"Plans and Specifications" shall mean construction documents containing an initial site plan and initial working drawings and specifications for the Project.

"Plitt" shall mean Plitt Theaters, Inc. a Delaware corporation and a member of the Developer.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

"Property" shall mean the Developer Property and the City Property; provided, after the conveyance described in Section 8.05 occurs, this term shall not include the reconveyance property.

"Reconveyance Property" shall mean a portion of the City Property which is legally described on (Sub)Exhibit D attached hereto.

"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 Plan or otherwise referenced in the Plan.

"Requisition Form" shall mean the document, in the form attached hereto as (Sub)Exhibit L, to be delivered by the Developer to D.P.D. pursuant to this Agreement.

"Roosevelt/Homan T.I.F. 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.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of A.L.T.A./A.C.S.M. land title survey of the Property dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the title company, prepared by a surveyor registered in the State of Illinois, certified to the City and the title company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending December 5, 2013, the date on which the Redevelopment Area is no longer in effect.

"T.I.F.-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement.

"Title Company" shall mean \_\_\_\_\_.

"Title Policy" shall mean a title insurance policy in the most recently revised A.L.T.A. or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"W.A.R.N. Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

"W.B.E.(s)" shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

*Section 3.*

*The Project.*

3.01 The Project.

With respect to the Facility, and subject to Section 18.17 hereof, the Developer shall, pursuant to the Plans and Specifications: (i) commence construction no later than May 1, 1997; and (ii) complete construction and conduct business operations therein no later than March 31, 1998.

3.02 Scope Drawings And Plans And Specifications.

The Developer has delivered the Scope Drawings and Plans and Specifications to D.P.D. and D.P.D. has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall on the Closing Date conform to the Redevelopment Plan as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Nine Million Five Hundred Thirty Thousand Three Hundred Eighteen Dollars (\$9,530,318). The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project Costs; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be delivered by the Developer to D.P.D. concurrently with the progress reports described in Section 3.07 hereof; provided that any Change Orders that would authorize or cause any of the following to occur must be submitted by the Developer to

D.P.D. for D.P.D.'s prior written approval: (a) a reduction in the total square footage of the Facility, or (b) the change of the proposed use of the Facility to a use other than a movie theater, or (c) a delay in the completion of the Project. The Developer shall not authorize or permit the performance of any work relating to such Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval. 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 Available Incremental Taxes which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

### 3.05 D.P.D. Approval.

Any approval granted by D.P.D. 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 D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

### 3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and, to the extent required, proof of the General Contractor's and each subcontractor's bonding.

### 3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. with written monthly 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 D.P.D.'s written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated survey to D.P.D. if the same is required by any lender providing Lender Financing, reflecting improvements made to the Property.



### 3.08 Inspecting Agent Or Architect.

An independent agent or architect (other than the Developer's architect) approved by D.P.D. shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to D.P.D., prior to requests for disbursement for costs related to the Project. The inspecting architect may be the same inspecting architect engaged by the lender providing any portion of the Lender Financing for the Project, provided that the cost of such inspecting architect's providing certifications to D.P.D. shall be borne by the Developer.

### 3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

### 3.10 Signs And Public Relations.

The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

### 3.11 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

### 3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

*Section 4.*

*Financing.*

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Nine Million Five Hundred Thirty Thousand Three Hundred Eighteen Dollars (\$9,530,318), 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)	\$ _____
Lender Financing	_____
 ESTIMATED TOTAL:	 \$9,530,318

Developer shall have the right to re-allocate line items in the sources of funds between Equity and Lender Financing as aforesaid, provided that Developer shall, at all times, have sufficient funds to complete construction of the Project and to advance all Project costs in connection therewith.

4.02 Developer Funds.

Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project Costs and costs of T.I.F.-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may be used to reimburse the Developer for costs of T.I.F.-Funded Improvements only that constitute Redevelopment Project Costs. (Sub)Exhibit C sets forth, by line item, the T.I.F.-Funded Improvements for the Project, and the maximum amount of costs that may be reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate.

(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 reimburse the Developer for the costs of the T.I.F.-Funded Improvements from Available Incremental Taxes deposited in the Roosevelt/Homan T.I.F. Fund (the "City Funds"); provided, however, that the total amount of City Funds expended for T.I.F.-Funded Improvements shall be an amount not to exceed the lesser of Three Million Three Hundred Thirty-five Thousand Six Hundred Eleven Dollars (\$3,335,611) or thirty-five percent (35%) of the actual total Project costs; and provided further, that the City Funds shall be available to pay costs related to T.I.F.-Funded Improvements only so long as:

(i) the amount of the Available Incremental Taxes deposited into the Roosevelt/Homan T.I.F. Fund shall be sufficient to pay for such costs; and

(ii) the Developer has delivered a Requisition Form to the City as provided in this Agreement; and

(iii) no Event of Default, or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred and has not been cured.

The Developer acknowledges and agrees that the City's obligation to reimburse costs related to T.I.F.-Funded Improvements is contingent upon the fulfillment of the conditions set forth in parts (i), (ii) and (iii) above. D.P.D. shall retain the right to approve or reject, in its reasonable discretion, the designation of any cost in the Project Budget or in any Requisition Form as (i) a T.I.F.-Funded Improvement or (ii) a part of the actual total Project costs; provided that any determination by D.P.D. shall be made in a manner consistent with the Project Budget and the Act.

#### 4.04 Requisition Form.

On or prior to each [October 1] (or such other date as the parties may agree to), beginning in 1998 and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement, the Developer shall provide D.P.D. with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of T.I.F.-Funded Improvements shall be made not more than one (1) time per year (or as otherwise permitted by D.P.D.). On each [December 1] (or such other date as may be acceptable to the parties), beginning in 1998 and continuing throughout the Term of the Agreement, the Developer shall meet with D.P.D. to discuss the Requisition Form previously delivered.

#### 4.05 Treatment Of Prior Expenditures And Subsequent Disbursements; City Fee.

(a) **Prior Expenditures.** Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure (except those set forth on (Sub)Exhibit I hereto). (Sub)Exhibit I hereto sets forth the prior expenditures approved by D.P.D. as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) **City Fee.** The City may allocate the sum of Sixty-five Thousand Thirty-four and 17/100 Dollars (\$65,034.17) for payment of costs incurred by the City for the administration and monitoring of the Project. The Developer shall not be required to pay such fee, and such fee shall be disbursed from the Roosevelt/Homan T.I.F. Fund prior to the disbursement of City Funds to reimburse the Developer hereunder for T.I.F.-Funded Improvements.

(c) **Allocation Among Line Items.** Subject to Section 3.04 hereof, expenditures related to T.I.F.-Funded Improvements may be reallocated between or among the line items of costs of T.I.F.-Funded Improvements, and expenditures related to other Project costs may be reallocated between or among the line items of costs in the Project Budget, in each case without the prior written consent of D.P.D.; provided, however, that any reallocation between or among line items for T.I.F.-Funded Improvements and other Project costs without the consent of D.P.D. is prohibited; provided, however, that the Developer shall give D.P.D. notice of any reallocation of costs between or among line items for T.I.F.-Funded Improvements or of costs in the Project Budget, and such notice shall be delivered to D.P.D. concurrently with the progress reports described in Section 3.07 hereof.

#### 4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds.

#### 4.07 Job Training.

The City intends to establish a work readiness job training program in order to help prepare individuals to work for businesses [located within the Redevelopment Area]. The City and the Developer hereby agree that the City may, in its sole discretion, use Incremental Taxes (including Available Incremental Taxes) in the Roosevelt/Homan T.I.F. Fund to fund such program; provided that the amount of Available Incremental Taxes used by the City for such purpose may not exceed Twenty-five Thousand Dollars (\$25,000) annually. The City and the Developer further agree that any such funds may be used by the City for such purpose prior to the disbursement of City Funds to the Developer in such year to reimburse the Developer hereunder for T.I.F.-Funded Improvements. The parties hereby agree that, until the Developer has been fully reimbursed under this Agreement for the costs of T.I.F.-Funded Improvements, at no time shall the amount of Available Incremental Taxes used by the City for such work readiness job training program exceed One Hundred Thousand Dollars (\$100,000).

#### [4.08 Available Incremental Taxes.

As soon as the information has become available to the City, the City shall deliver to the Developer a certificate stating the equalized assessed valuation of the Increment Generating Property as of [March \_\_\_\_, 1997] as determined pursuant to the Act. The Developer shall have ten (10) days from the delivery of such certificate to question, in writing, the equalized assessed valuation set forth therein, and failure by the Developer to respond within such time frame shall be deemed an approval of such certificate. If there is any dispute regarding the valuation set forth in such certificate, the parties shall consult with the Assessor's Office of Cook County to resolve such dispute.]

### *Section 5.*

#### *Conditions Precedent.*

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

#### 5.01 Project Budget.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

#### 5.02 Scope Drawings And Plans And Specifications.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

#### 5.03 Other Governmental Approvals.

The Developer shall submit to D.P.D. evidence of all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation which it has obtained as of the Closing Date.

#### 5.04 Financing.

The Developer shall have furnished proof reasonably acceptable to the City that the Developer (or its members) 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, the Developer shall have furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. The Developer shall have furnished certified copies of the executed Ground Lease and Sublease to the City, and the Ground Lease and Sublease shall be in a form acceptable to D.P.D. and the Corporation Counsel.

#### 5.05 Acquisition And Title.

On the Closing Date, the Developer shall furnish the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Plitt or LaSalle as the named insured (together with a certified copy of the land trust agreement if applicable showing Plitt as the beneficiary). The Title Policy shall be dated as of the Closing Date and shall contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit G hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Developer shall provide to D.P.D., prior to the Closing Date, documentation related to the purchase of the Developer Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

#### 5.06 Evidence Of Clean Title.

Not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the Developer's name (and the following trade names of the Developer: \_\_\_\_\_) as follows:

Secretary of State	U.C.C. search
Secretary of State	Federal tax search
Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Developer Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

#### 5.07 Surveys.

Not less than five (5) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

#### 5.08 Insurance.

The Developer, at its own expense, shall have insured the Property in accordance with Section 12 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 12 hereof evidencing the required coverages shall have been delivered to D.P.D..

#### 5.09 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer shall furnish the City with an

opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in (Sub)Exhibit J hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

#### 5.10 Evidence Of Prior Expenditures.

Not less than twenty (20) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

#### 5.11 Financial Statements.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided Financial Statements to D.P.D. for its most recent three (3) fiscal years and unaudited interim financial statements.

#### 5.12 Documentation.

The Developer shall have provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters.

#### 5.13 Environmental.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided D.P.D. with copies of that certain phase I environmental audit completed with respect to the Developer Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a phase II environmental audit with respect to the Developer Property prior to the Closing Date. The City reserves the right to terminate negotiations with respect to this Agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date, the Developer shall provide the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

#### 5.14 Corporate Documents.

The Developer shall provide 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 the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other corporate documentation as the City may request.

#### 5.15 Litigation.

The Developer shall provide to Corporation Counsel and D.P.D., at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

#### 5.16 City Conveyance Of City Property.

The City shall convey to the Developer, for the amount of One and no/100 Dollars (\$1.00) and in consideration of the Developer's execution and performance of this Agreement, title to the City Property by quitclaim deed, such deed to be substantially in the form attached hereto as (Sub)Exhibit N. The conveyance and title shall, in addition to the provisions of this Agreement, be subject to (i) the standard objections in an ALTA insurance policy, (ii) taxes which are not yet due and owing, (iii) easements, encroachments, covenants and restrictions of record and not shown of record and (iv) such defects which cannot reasonably be cured but will not affect the use or marketability of the City Property. The Developer shall promptly file such quitclaim deed for recordation with the Office of the Cook County Recorder of Deeds. The Developer shall pay all costs of recording. The provisions of this Agreement shall not be merged with such quitclaim deed, and the delivery of such quitclaim deed shall not be deemed to affect or impair the provisions of this Agreement. The Developer may convey the City Property to Plitt or LaSalle, which may then include the City Property under the Ground Lease and ICE may in turn include the City Property under the Sublease.

#### 5.17 Preconditions Of Disbursement.

Prior to each disbursement of City Funds hereunder, the Developer shall submit to D.P.D. a Requisition Form, together with documentation, in form and content satisfactory to D.P.D. in its sole discretion, establishing (i) that all costs relating to the Project for which reimbursement is or will be requested are Redevelopment Project Costs and (ii) that the Developer has paid for all such costs. Delivery by the

Developer to D.P.D. of any request of disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual amount 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 requests have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

The Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the T.I.F. Ordinance, this Agreement and/or the Escrow Agreement.

#### *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, or as otherwise agreed to by D.P.D. in writing prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids

from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to D.P.D. for its inspection and written approval. For the T.I.F.-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid (as reasonably determined by the Developer) who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid (as reasonably determined by the Developer) for the T.I.F.-Funded Improvements (other than a General Contractor otherwise approved by D.P.D.), the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to D.P.D. in accordance with Section 602 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof. The 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 D.P.D. and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids or otherwise obtain D.P.D.'s approval pursuant to Section 6.01 (a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall be limited to \_\_\_\_\_ percent (\_\_\_\_%) 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 bids from all subcontractors.

#### 6.02 Construction Contract.

Prior to the execution thereof, the Developer shall deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for D.P.D.'s prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to D.P.D. and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

#### 6.03 Performance And Payment Bonds.

Prior to commencement of construction for any work for the Project relating to construction in the public way, the Developer shall require that

the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form Number A311 or its equivalent. The City shall be named as obligee or co-obligee on such bond.

#### 6.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

#### 6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), 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 T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

### *Section 7.*

#### *Completion Of Construction.*

#### 7.01 Certificate Of Completion Of Construction.

Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures. D.P.D. shall respond to any such further written request by the Developer for a Certificate within thirty (30) 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 the Developer in order to obtain the Certificate.

#### 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 the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described in Sections 8.02, 8.06 and 8.19 as covenants that run with the land and the improvements thereon are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

#### 7.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City shall have, but shall not be limited to, the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto.

#### 7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

*Section 8.*

*Covenants/Representations/Warranties Of The Developer.*

8.01 General.

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary 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 the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, Plitt or LaSalle shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property, and Plitt shall acquire and maintain one hundred percent (100%) of the beneficial interest of any land trust which holds title to the Property, free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof); provided, that, subject to Section 16 (c) hereof, LaSalle and Plitt may transfer all or a portion of the Property (or any interest therein) only with the prior written consent of the City;

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to the best of the Developer's knowledge, threatened, or affecting the Developer which would impair its ability to perform under this agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project, and shall submit evidence thereof to D.P.D. prior to the issuance of a Certificate by D.P.D.;

(h) the Developer is not in material default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) subject to Section 8.01 (d) hereof, sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property other than the Permitted Liens or nongovernmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof; or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(l) the members of the Developer are Plitt and ICE and, without the prior written consent of D.P.D. (not to be unreasonably withheld), Plitt and ICE hereby agree not to transfer all or any portion of their respective membership interests in the Developer; provided, that Plitt further agrees not to purchase the membership interests of ICE in the Developer; provided, further, that the restrictions on any transfer of membership interests of the Developer described above shall apply to any holders of such interest; and

(m) Plitt and ICE hereby agree that, without the prior written consent of D.P.D., neither will amend any terms of the Ground Lease or the Sublease which relate to the compliance by Plitt or ICE with the obligations of the Developer under this Agreement.

#### 8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all (sub)exhibits attached hereto, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this section shall run with the land and the improvements thereon and be binding upon any transferee.

#### 8.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

#### 8.04 Use Of City Funds.

City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the T.I.F.-Funded Improvements as provided in this Agreement.

#### 8.05 Developer Conveyance Of City Property.

The Developer shall convey to L.P.L.P., at the request of L.P.L.P. and the City, for the amount of One and no/100 Dollars (\$1.00), title to the Reconveyance Property by quitclaim deed, such deed to be substantially in the form attached hereto as (Sub)Exhibit O. The conveyance and title shall be subject to such matters as the Developer shall deem reasonably necessary to protect, and otherwise have the Reconveyance Property be compatible with, the Property.

#### 8.06 Job Creation And Retention; Use Of The Facility; Covenant To Remain In The City.

Not less than five (5) full-time and forty-five (45) part-time permanent jobs shall be created by the Developer at the Facility within nine (9) months of the completion thereof, and such jobs shall be retained at the Facility



through the Term of the Agreement. Unless otherwise agreed to by D.P.D., all theaters at the Facility shall show only high-quality motion pictures, at least sixty percent (60%) of which at all times shall be first-run movies, that are rated by the United States motion picture industry, and are similar in content to movies shown and rated within the Chicago metropolitan area. The Developer shall provide to D.P.D. on an annual basis a list of the names of the movies shown at the Facility during the preceding calendar year. Upon seeking D.P.D.'s consent to a different use for the Facility other than as described above, the Developer shall provide a rationale for such change, and the consent of D.P.D. shall not be unreasonably withheld. The Developer hereby covenants and agrees to maintain its operations within the City of Chicago through December, 2013; provided, that if at any time any portion of the Facility is vacant, the Developer shall have one (1) year from the date such vacancy level occurs to locate a tenant who will occupy and operate the Facility such that the entire Facility will be occupied and operated; provided, further, that only a tenant who (a) is occupying and operating the Facility pursuant to a lease which provides for a minimum lease term of one (1) year and (b) is occupying and operating the Facility in accordance with the use requirements set forth above shall be considered in calculating whether the occupancy threshold is met. In the event that any portion of the Facility remains vacant or non-operational for over one (1) year, then the City may suspend reimbursement of Available Incremental Taxes to the Developer hereunder beginning at the end of such one (1) year period and until such time as the Facility is fully occupied and operating. The Developer shall notify the City in writing of the date on which any portion of the Facility is vacant, and such one (1) year period shall begin to run on a date agreed to by D.P.D.. The Developer hereby agrees that, without the prior written consent of D.P.D., the Facility shall not be subdivided or be used for any other use other than as described above. The City may also suspend reimbursement of City Funds if any of the following events occur: (i) the sale by Developer of the Property or a transfer of any interest of the Developer in the Property or the Facility (except as permitted pursuant to Section 8.01(d) hereof); (ii) the destruction of the Facility such that the Facility can no longer be used as contemplated by this Agreement, if the Facility is not rebuilt by the Developer within a period of time, not to exceed the original construction period; or (iii) upon the condemnation of the Property or the Facility if, pursuant to such condemnation, the Property or the Facility is rendered unusable. The covenants set forth in this section shall run with the land and the improvements thereon and be binding upon any transferee of the Developer.

#### 8.07 Employment Opportunity.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

#### 8.08 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., on or before \_\_\_\_\_ of each year (or as D.P.D. may otherwise request), statements of its employment profile, including the number of jobs created and retained at the Facility.

#### 8.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") to all 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, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

#### 8.10 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, or except with respect to the transactions set forth on (Sub)Exhibit R hereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

#### 8.11 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

#### 8.12 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

#### 8.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal year ended \_\_\_\_\_ and each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

#### 8.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

#### 8.15 Non-Governmental Charges.

(a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided, however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer shall have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to

pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

#### 8.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

#### 8.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

#### 8.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record. This Agreement, upon recording, shall be an encumbrance only against the portion of the Property which does not include the Reconveyance Property.

## 8.19 Real Estate Provisions.

### (a) Governmental Charges.

(i) **Payment of Governmental Charges.** The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create, a lien upon the Developer or all or any portion of the Property or the Project. Until a Certificate has been issued, the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment. "Governmental Charge" shall mean all federal, state, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including but not limited to real estate taxes.

(ii) **Right to Contest.** The Developer shall have 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. The 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 the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option:

(A) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the 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

(B) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. 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 the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the 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 the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) **Real Estate Taxes.**

(i) **Acknowledgment of Real Estate Taxes.** The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property that is necessary to support the debt service indicated ("Minimum Assessed Value") is shown on (Sub)Exhibit K attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit K; (B) (Sub)Exhibit K sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit K.

(ii) **Real Estate Tax Exemption.** With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the 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.

(iii) **No Reduction In Real Estate Taxes.** Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the 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 (Sub)Exhibit K for the applicable year.

(iv) **No Objections.** Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the 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 item "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Project up to (but not above) the Minimum Assessed Value as shown in (Sub)Exhibit K.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19 are covenants running with the land and the improvements thereon and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released upon the earlier of (A) December 5, 2013 or (B) when the Redevelopment Area is no longer in effect. The 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 the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19 (c).

(d) Insurance. In addition to the insurance required pursuant to Section 12 hereof, the Developer shall procure and maintain the following insurance:

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

#### 8.20 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of

this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

#### 8.21 Job Training.

The Developer hereby agrees to use its best efforts to participate in any job training program established by the City pursuant to Section 4.07 hereof.

### *Section 9.*

#### *Covenants/Representations/Warranties Of City.*

##### 9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

##### 9.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

### *Section 10.*

#### *Developer's Employment Obligations.*

##### 10.01 Employment Opportunity.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:



(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with

any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

#### 10.02 City Resident Construction Worker Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the 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 of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Purchasing Agent, the Commissioner of D.P.D., the Superintendent of the Chicago Police

Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the 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 one twentieth of one 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 the 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 the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination as to whether the 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.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

#### 10.03 The Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

a. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. 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 total Project Budget (less the acquisition price of the Property or any portion thereof, if any) shall be expended for contract participation by M.B.E.s or W.B.E.s:

- i. At least twenty-five percent (25%) by M.B.E.s.
- ii. At least five percent (5%) by W.B.E.s.

b. For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

c. Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or a W.B.E. (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing an M.B.E. or a W.B.E. as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's

M.B.E./W.B.E. commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

d. The Developer shall deliver quarterly reports to D.P.D. during the construction portion of the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. 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 D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. shall have access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

e. Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.

f. Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

g. Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of D.P.D. with regard to the Developer's compliance with its obligations under this Section 10.03. During this meeting, the Developer shall demonstrate to D.P.D. its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by D.P.D.. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of D.P.D.. Failure to submit such documentation on a timely basis, or a determination by D.P.D., upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

*Section 11.*

*Environmental Matters.*

(a) The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all (sub)exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

(b) Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property, or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

(c) The City makes no covenant, representation or warranty as to the environmental condition of the City Property or the suitability of the City Property for any purpose whatsoever, and the Developer agrees to accept the City Property "as is".

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the City Property. Prior to the Closing, the Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the City Property. If such a request is made, the City shall grant the Developer a right of entry for such purpose. The granting of the right of entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: a)

commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; b) automobile liability insurance with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage; and c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to provide any work on the City Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the City Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the City Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the City Property prior to the commencement of any activity on the City Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the City Property. Prior to the conveyance of the City Property, the Developer's activities on the City Property shall be limited to those reasonably necessary to perform the environmental testing. The Developer shall keep the City Property free from any and all liens and encumbrances arising out of any environmental remediation work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the City Property.

If after the Closing, the environmental condition of the City Property is not in all respects entirely suitable for the use to which the City Property is to be utilized pursuant to the terms of this Agreement, it shall be the sole responsibility and obligation of the Developer to take such action as may be necessary to put the City Property in a condition entirely suitable for the intended use of the City Property. The Developer agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the City Property and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the City Property prior to the Closing.

*Section 12.*

*Insurance.*

The Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, at all times throughout the Term of this Agreement (or during the construction period as specified at (b) below) and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, the General Contractor or any subcontractor:

- (a) Prior to Execution and Delivery of this Agreement: at least ten (10) business days prior to the execution of this Agreement, the Developer shall procure and maintain, or cause to be procured and maintained, the following kinds and amounts of insurance:

- (i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees who are to provide a service under or in connection with this Agreement, and employer's liability coverage, with limits of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) for each accident or illness.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any



liability arising directly or indirectly under or in connection with this Agreement.

(b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be procured and maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees who are to provide a service under or in connection with this Agreement and employer's liability coverage with limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or illness.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Million and no/100 Dollars (\$5,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion of construction of the Project) explosion, collapse, underground, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(iii) Railroad Protective Liability Insurance.

When, in connection with this Agreement, any work is to be done adjacent to or on property owned by a railroad or public transit entity, the Developer shall procure and

maintain, or cause to be procured and maintained, with respect to the operations that the Developer, the General Contractor or any subcontractor shall perform, Railroad Protective Liability Insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence, combined single limit, and Six Million and no/100 Dollars (\$6,000,000.00) 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.

(iv) Comprehensive Automobile Liability Insurance.

When any motor vehicles (owned, leased, borrowed or otherwise) are used by the Developer, the General Contractor or any subcontractor for work to be performed in connection with this Agreement, the Developer shall procure and maintain, or cause to be procured and maintained, Comprehensive Automobile Liability Insurance with limits of not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(v) All Risk Blanket Builder's Risk Insurance.

When the Developer, the General Contractor or any subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, the General Contractor or any such subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, flood, including surface water backup, and collapse. The City of Chicago shall be named as loss payee.

(vi) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants of any kind perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors or omissions shall be maintained with limits of not less than One Million and no/100 Dollars (\$1,000,000.00). Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used in connection with this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such items.

(viii) Contractors' Pollution Liability Insurance.

When any environmental remediation work is undertaken by the Developer, the General Contractor or any subcontractor in connection with this Agreement, Contractors' Pollution Liability Insurance shall be procured with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) covering all construction and related work undertaken in connection with this Agreement. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis. The Developer, the General Contractor and any subcontractor shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

(c) Other Provisions.

(i) Delivery of certificates to City: At least five (5) business days prior to the Closing Date (unless otherwise specified) the Developer shall furnish the following certificates to D.P.D. at City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602:

original certificates of insurance evidencing the required coverage, showing the City as a certificate holder and, if applicable, loss payee or additional insured, to be in force on the date of execution of this Agreement, and renewal certificates of insurance or other evidence of renewal, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. Each certificate of insurance shall provide that the City is to be given sixty (60) days prior written notice in the event coverage is substantially changed, cancelled or not renewed; and

original City of Chicago Insurance Certificate of Coverage Form (blank form to be obtained from D.P.D.).

The receipt of the required certificates by D.P.D. does not constitute an agreement by the City that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificates are in compliance with all requirements hereunder. The failure of the City to receive such certificates or to receive certificates that fully conform to the requirements of this Agreement shall not be deemed to be a waiver by the City of any of the insurance requirements set forth herein.

(ii) Receipt by the Developer of policies or certificates: The Developer shall advise all insurers of the insurance requirements set forth in this Agreement, and the receipt by the Developer of policies or certificates that do not conform to these requirements shall not relieve the Developer of its obligation to provide the insurance as set forth in this Agreement or required by law. Failure to comply with the insurance provisions of this Agreement constitutes an Event of Default hereunder, and the City is entitled to exercise all remedies with respect thereto. The Developer expressly understands and agrees that any coverages and limits furnished by Developer shall in no way limit the Developer's liability and responsibilities specified within this Agreement or as required by law.

(iii) The Developer shall require the General Contractor and all subcontractors to carry the insurance required herein, or alternatively, the Developer may provide the coverage on behalf of the General Contractor or any subcontractor, and if so, the evidence of insurance submitted shall so stipulate.

(iv) The Developer agrees, and shall cause its insurers and the insurers of its General Contractor and each subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

(v) The limitations set forth in the indemnification provisions in Section 13 hereof, or any limitations on indemnities that may apply as a matter of law, shall in no way limit, reduce or otherwise affect the amounts or types of insurance required under this Agreement.

(vi) The Developer and not the City is responsible for meeting all of the insurance requirements under this Agreement and for the Project. Any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance required to be provided by the Developer, General Contractor or any subcontractor under this Agreement.

Any and all deductibles or self-insured retentions on the required insurance coverages shall be borne by the Developer, General Contractor or subcontractor who is the insured under such policy, and shall not be borne by the City.

If the Developer, the General Contractor or any subcontractor desires additional coverage, higher limits of liability or other modifications for its own protection, such person or entity shall be responsible for the acquisition and cost of such additional protection.

(vii) The City of Chicago Risk Management Department maintains the right to modify or delete the insurance requirements set forth in this Agreement so long as such action does not, without the Developer's prior written consent, increase such requirements beyond that which is reasonably customary at such time.

### *Section 13.*

#### *Indemnification.*

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or (ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or (iii) the existence of any material misrepresentation or omission in this Agreement,

any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer; or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto; or (v) any actions resulting from any action undertaken by the Developer on the City Property prior to or after the conveyance of the City Property to the Developer by the City.

*Section 14.*

*Maintaining Records/Right To Inspect.*

14.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) business days notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

*Section 15.*

*Default And Remedies.*

15.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under (i) this Agreement or (ii) any related agreement, if such failure with respect to any related agreement materially adversely affects Developer's ability to perform its obligations under this Agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an Event of Default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor);

For purposes of Section 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-three percent (33%) of the Developer's membership interests.

#### 15.02 Remedies.

Upon the occurrence of an Event of Default, in addition to all other rights and remedies contained in this Agreement, including those specifically set forth in Sections 7.03, 10.03(g) and 18.18, the City may terminate this Agreement and all related agreements, and, subject to the provisions of Section 8.06 hereof, may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

#### 15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the developer shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged



default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

*Section 16.*

*Mortgaging Of The Project.*

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to as a "Permitted Mortgage". It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a Mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a Mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any Mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an

assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such Mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no new Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D..

*Section 17.*

*Notice.*

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; or (d) registered or certified mail, return receipt requested:

If To The City:

City of Chicago  
Department of Planning and  
Development  
Room 1000  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Commissioner

With Copies To:

City of Chicago  
Department of Law  
Finance and Economic  
Development Division  
Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602

If To The Developer:

\_\_\_\_\_  
\_\_\_\_\_

Chicago, Illinois 606\_\_\_\_

With Copies To:

Rudnick & Wolfe  
203 North LaSalle Street  
Chicago, Illinois 60601  
Attention: Gregory W. Hummel,  
Esq.

David L. Reifman,  
Esq.

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 clause (d) shall be deemed received two (2) business days following deposit in the mail.

*Section 18.*

*Miscellaneous.*

18.01 Amendment.

This Agreement and the (sub)exhibits attached hereto may not be amended without the prior written consent of the City and the Developer.

18.02 Entire Agreement.

This Agreement (including each (sub)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 the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

#### 18.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

#### 18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

#### 18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

#### 18.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

#### 18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

#### 18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

#### 18.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

#### 18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such ordinance(s) shall prevail and control.

#### 18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

#### 18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

#### 18.14 Approval.

Wherever this Agreement provides for the approval or consent of the City or D.P.D., or any matter is to be to the City's or D.P.D.'s satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or D.P.D. in writing and in its sole discretion.

#### 18.15 Assignment.

Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this

Agreement in whole or in part without the written consent of the City. Notwithstanding the issuance of such Certificates, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and Section 8.20 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

#### 18.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein).

#### 18.17 Force Majeure.

Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

#### 18.18 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and the Minority Leader of the House of Representatives of the State, the President and the Minority Leader of the Senate of the State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the reimbursement obligations of the City set forth herein.

#### 18.19 (Sub)Exhibits.

All of the (sub)exhibits attached hereto are incorporated herein by reference.

18.20 Approval.

Wherever this Agreement provides for the approval or consent of the City, D.P.D. or the Commissioner, or any matter is to be to the City's, D.P.D.'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, D.P.D. 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 D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

[The Remainder Of This Page Is Intentionally Left Blank.]

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Plitt-ICE Lawndale, L.L.C.,  
an Illinois limited liability  
company

By: Plitt Theaters, Inc.,  
a Delaware corporation,  
a member

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: ICE Development, L.L.C.,  
an Illinois limited liability  
company, a member

By: \_\_\_\_\_, a member

By: \_\_\_\_\_

Its: \_\_\_\_\_

City of Chicago

By: \_\_\_\_\_,  
Commissioner,  
Department of Planning  
and Development

The undersigned, on their own behalf, hereby execute this Redevelopment Agreement only with respect to Sections 8.01(d), (l) and (m) hereof.

Dated: \_\_\_\_\_, 1997.

Plitt Theaters, Inc.,  
an [Illinois corporation]

By: \_\_\_\_\_

Its: \_\_\_\_\_



ICE Development, L.L.C.,  
an Illinois limited liability  
company

By: \_\_\_\_\_, a member

By: \_\_\_\_\_

Its: \_\_\_\_\_

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 \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, an Illinois limited liability company (the "Company"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Company, as their free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_.

[Seal]



(Sub)Exhibit "C".  
(To Roosevelt/Homan Project Area  
Redevelopment Agreement)

*T.I.F.-Funded Improvements.*

Line Item

Cost

TOTAL:

(Sub)Exhibit "G".  
(To Roosevelt/Homan Project Area  
Redevelopment Agreement)

*Permitted Liens.*

[To Be Reviewed And Approved By D.P.D. And Corporation Counsel]

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. All mortgages or deeds of trust with respect to the Property that the Developer may elect to execute and record or permit to be recorded against the Property or any portion thereof after the date of the issuance of the Certificate, if the mortgagee accepts an assignment of

the Developer's interest hereunder in accordance with Section 18.15 hereof.

- 3. The right of reverter in favor of the City set forth in the deed attached hereto as (Sub)Exhibit N.
- 4. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: [To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H".  
 (To Roosevelt/Homan Project Area  
 Redevelopment Agreement)

*Project Budget.*

*Funding Source.*

Line Item	Name Of Firm	Equity	Lender	City	Total
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
<b>TOTAL:</b>	_____	\$_____	\$_____	\$_____	\$_____

(Sub)Exhibit "I".  
(To Roosevelt/Homan Project Area  
Redevelopment Agreement)

*Approved Prior Expenditures.*

Line Item	Name Of Firm	Contract Price	Previously Paid	Amount Of This Payment	Balance To Become Due
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL:	_____	\$ _____	\$ _____	\$ _____	\$ _____

(Sub)Exhibit "J".  
(To Roosevelt/Homan Project Area  
Redevelopment Agreement)

*Opinion Of Developer's Counsel.*

[To Be Retyped On The Developer's Counsel's Letterhead]

\_\_\_\_\_, 1997.

City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to \_\_\_\_\_, an Illinois corporation (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Roosevelt/Homan 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) Roosevelt/Homan Project Area Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");
- (b) (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
- (c) 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; 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. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, 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 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. The 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 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 in favor of (Lender).

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 the 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, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any 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 carrier 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.

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 Roosevelt/Homan Project Area  
Redevelopment Agreement)

*Requisition Form.*

State of Illinois )  
  ) SS.  
County of Cook )

The affiant, \_\_\_\_\_, \_\_\_\_\_ of (Insert Developer), an Illinois limited liability company (the "Developer"), being duly sworn on oath deposes and says that the Developer is the owner of the Property as defined in that certain Roosevelt/Homan Project Area Redevelopment Agreement between the Developer and the City of Chicago dated \_\_\_\_\_, 1997 (the "Agreement") and that:

A. This paragraph A sets forth and is a true and complete statement of all expenditures for the Project to date:

(Description) \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

35% of the Total is equal to \$ \_\_\_\_\_

B. The work paid for by the expenditures described in paragraph A has been completed.

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

\$ \_\_\_\_\_

D. The Developer requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$ \_\_\_\_\_

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

F. Attached are the following documents:

- 1. a certification as to the status of job creation in accordance with Section 8.06 of the Agreement; and
- 2. a report for the year ended \_\_\_\_\_, 199\_\_ detailing compliance with Section 10.03 of the Agreement.

G. The Developer hereby certifies to the City that, as of the date hereof:

- 1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein.

2. The Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens.

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

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

(Insert Developer), an Illinois limited liability company

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_

My commission expires: \_\_\_\_\_.

Agreed and Accepted:

\_\_\_\_\_

Title: \_\_\_\_\_  
City of Chicago,  
Department of Planning  
and Development

[Certification and Report referred to in this  
Requisition Form unavailable at time  
of printing.]

*(Sub)Exhibit "N"*  
(To Roosevelt/Homan Project Area  
Redevelopment Agreement)

*Form Of Quitclaim Deed  
City To Developer.*

(The Above Space For Recorder's Use Only)

City of Chicago, an Illinois municipal corporation ("Grantor"), for the consideration of One and no/100 Dollars, (\$1.00), conveys and quitclaims all interest in the parcels of real property legally described and identified on (Sub)Exhibit A attached hereto ("Parcels"), pursuant to ordinance adopted by the City Council of the City of Chicago on \_\_\_\_\_, 1997, to Plitt/ICE Lawndale, L.L.C., an Illinois limited liability company ("Grantee"), located at 3312 West Grenshaw Street, Chicago, Illinois 60624.

This conveyance is subject to the express conditions that the Facility is constructed in accordance with the provisions of the Roosevelt/Homan Project Area Redevelopment Agreement, dated as of \_\_\_\_\_, 1997 between the Grantee and the Grantor by no later than two (2) years from the date of this deed (or as otherwise provided in such Redevelopment Agreement). In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago. This right of reverter and re-entry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 1997.

Attest:

City of Chicago,  
a municipal corporation

\_\_\_\_\_  
James J. Laski, City Clerk

By: \_\_\_\_\_  
Richard M. Daley, Mayor

State of Illinois )  
                          ) SS.  
County of Cook )

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Richard M. Daley, Mayor, and James J. Laski, City Clerk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered as Mayor and City Clerk of the City of Chicago, the instrument as their 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 \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public

This Instrument Was Prepared By:  
Paul Davis, Esq.  
Department of Law  
121 North LaSalle Street  
Chicago, Illinois 60602  
(Telephone number omitted for  
printing purposes)

Mail Deed And Tax Bills To:

This transfer is exempt pursuant to the provisions of the Real Estate Transfer Tax Act, 35 ILCS 200/31-45; and Section 3-32-030B7 (b) of the Chicago Transaction Tax Ordinance.

(Sub)Exhibit "A" referred in this Form of Quitclaim Deed from City to Developer reads as follows:

*(Sub)Exhibit "A".*  
(To Form Of Quitclaim Deed From  
City Of Chicago)

Legal Description: (To Come)

Common Address: 3312 West Grenshaw Street

Chicago, Illinois 60653

Property Index Number:

*(Sub)Exhibit "O".*  
(To Roosevelt/Homan Project Area  
Redevelopment Agreement)

*Form Of Quitclaim Deed From  
Developer To L.P.L.P.*

(The Above Space For Recorder's Use Only)

Plitt/ICE Lawndale, L.L.C., an Illinois limited liability company ("Grantor"), for the consideration of One and no/100 Dollars (\$1.00), conveys and quitclaims all interest in the parcels of real property legally described and identified on (Sub)Exhibit A attached hereto ("Parcels") to Lawndale Plaza Limited Partnership, an Illinois limited partnership ("Grantee"), located at 3312 West Grenshaw Street, Chicago, Illinois 60624.

This conveyance is subject to the express conditions that the Grantee complete construction on the Parcels of a (describe project) within two (2)

years of the date of this deed. In the event that the conditions are not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago. This right of reverter and re-entry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf on or as of the \_\_\_\_ day of \_\_\_\_\_, 1997.

Attest:

Plitt/ICE Lawndale, L.L.C.,  
an Illinois limited liability  
company

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

This Instrument Was Prepared By:

Mail Deed And Tax Bills To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Sub)Exhibit "A" referred to in this Form of Quitclaim Deed From Developer to L.P.L.P. reads as follows:

*(Sub)Exhibit A.*  
(To Form Of Quitclaim Deed From Developer To L.P.L.P.)

Legal Description: [To Come]

Common Address: 3312 West Grenshaw Street  
Chicago, Illinois 60653

Property Index Number:

*Exhibit "B".*

State of Illinois )  
                          ) SS.  
County of Cook )

*Certificate.*

I, Darlene Cowan, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the 8th day of October, 1996, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 11th day of October, 1996.

(Signed)           Darlene Cowan            
                          Assistant Secretary

Resolution 96-CDC-65 referred to in this Certificate reads as follows:

*Community Development Commission*

*Of The*

*City Of Chicago*

*Resolution 96-CDC-65*



*Granting Authority To Publish Notice  
Of The Intention Of The City Of Chicago  
To Negotiate A  
Redevelopment Agreement With  
Plitt Theatres, Inc.  
And/Or Inner City Entertainment, Inc.  
(The "Company")  
For Redevelopment Of A Site  
At 3300 West Grenshaw Street  
Within The  
Roosevelt /Homan  
Redevelopment Project Area,  
  
And  
  
To Request Alternative Proposals  
For Development Of The Site  
  
And  
  
To Recommend To  
The City Council Of The City Of Chicago  
The Sale To The Company  
If No Other  
Responsive Alternative Proposals Are Received.*

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the

Mayor of the City with the approval of its City Council (referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Chapter 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act; and

Whereas, The City Council, upon the Commission's recommendation pursuant to Resolution 90-CDC-43 and pursuant to the Act, enacted three (3) ordinances on December 5, 1990, pursuant to which the City approved and adopted a certain redevelopment plan and project (the "Plan") for the Roosevelt/Homan project area (the "Area"), designated the Area as a redevelopment project area and adopted tax increment allocation financing for the Area. The street boundaries of the Area and street address are described on (Sub)Exhibit A hereto; and

Whereas, Plitt Theaters, Inc., a Delaware corporation and/or Inner City Entertainment, Inc. (the "Company") has presented to the City's Department of Planning and Development ("D.P.D") a proposal for redevelopment of the Area or a portion thereof that is in compliance with the Plan, consisting of construction of a ten (10) screen movie theater at 3300 West Greshaw Street (the "Project"); and

Whereas, Pursuant to Section 5/11-74.4-4(c) of the Act, the City may not enter into any agreement regarding redevelopment within the Area without first making public disclosure of the terms of such agreement and all bids and proposals related thereto and providing reasonable opportunity for any person to submit an alternative proposal or bid; and

Whereas, D.P.D. requests the authority of the Commission to make the required disclosure by publishing notice in the form set forth as (Sub)Exhibit B hereto (the "Notice") in the *Chicago Sun-Times* or the *Chicago Tribune*, being newspapers of general circulation within the Area; and

Whereas, D.P.D. requests that the Commission recommend to the City Council that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver a redevelopment agreement with the Company for the Project, if no responsive alternative proposals are received by D.P.D. within ten (10) days after publication of the Notice; now, therefore,

Be It Resolved By The Community Development Commission Of The City Of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby authorizes D.P.D. to publish the Notice.

Section 3. The Commission hereby recommends to the City Council that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on the City's behalf a redevelopment agreement with the Company for the Project, so long as no responsive alternative proposals are received by D.P.D. within the time recited above.

Section 4. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 5. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be effective as of the date of its adoption.

Section 7. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: October 8, 1996.

(Sub)Exhibits "A" and "B" referred to in this Resolution 96-CDC-65 read as follows:

*(Sub)Exhibit "A".*  
(To Resolution 96-CDC-65)

*Street Boundaries Of The Area.*

The Roosevelt/Homan Commercial/Residential Redevelopment Project Area is located on the west side of the City of Chicago and is generally bounded as follows:

beginning at the southeast corner of West Roosevelt Road and South Central Park Avenue; then proceeding east on West Roosevelt Road to South Albany Avenue; then proceeding north to the B. & O.C.T. Railroad tracks; then west to South Kedzie Avenue; then south on South

Kedzie Avenue to West Fillmore Street; then west on West Fillmore Street to South Central Park Avenue; then south to the beginning point.

*(Sub)Exhibit "B".*  
(To Resolution 96-CDC-65)

Public Notice is hereby given by the Community Development Commission ("C.D.C.") of the City of Chicago (the "City") pursuant to Section 5/11-74.4-4(c) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"), that the City's Department of Planning and Development ("D.P.D.") intends to negotiate a redevelopment agreement (the "Redevelopment Agreement") with Plitt Theatres, Inc., a Delaware corporation and/or ICE Development L.L.C. (the "Company") pursuant to which the City intends to provide financial assistance to the Company, using tax increment allocation financing revenues pursuant to the Act, for the construction of a ten (10) screen movie theater and associated parking on approximately five and five-tenths (5.5) acres of land (the "Project") located generally at 3300 West Grenshaw Street (the "Site") in Chicago, Illinois, located within the Roosevelt/Homan Redevelopment Project Area (the "Area") established pursuant to the Act. The Area is to be redeveloped exclusively for commercial uses. The street boundaries of the Area are as follows:

beginning at the southeast corner of West Roosevelt Road and South Central Park Avenue; then proceeding east on West Roosevelt Road to South Albany Avenue; then proceeding north to the B. & O.C.T. Railroad tracks; then west to South Kedzie Avenue; then south on South Kedzie Avenue to West Fillmore Street; then west on West Fillmore Street to South Central Park Avenue; then south to the beginning point.

The City Hereby Invites Alternative Proposals For The Redevelopment Of The Site For Consideration By The City.

The documents listed below related to the Area and the Project are available for public inspection at the offices of D.P.D., Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday:

- (i) Roosevelt/Homan Commercial/Residential Redevelopment Area Tax Increment Finance Program Redevelopment Plan, which constitutes the City's redevelopment plan for the Area;

(ii) a terms sheet showing all proposed material terms of the Redevelopment Agreement as of the date hereof, including but not limited to an estimated Project budget setting forth the amount of financial assistance the City intends to provide to the Company for the Project; and

(iii) the terms of all bids and proposals received, if any, by the City related to the Project and the Redevelopment Agreement.

Please contact Bob Ruhloff of D.P.D. at (telephone number omitted for printing purposes) to review these materials and for information regarding the form required for proposals submitted to the City. Those submitting alternative proposals must be financially and otherwise qualified to complete the Project. The City reserves the right to reject any and all proposals. Proposals will be received by the City at D.P.D.'s offices, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, until October 25th, 1996 at 2:00 P.M., at which time all alternative proposals will be opened and reviewed.

Elvin E. Charity, Chairman  
Community Development Commission  
City of Chicago

*Exhibit "C".*

State of Illinois )  
                              )SS.  
County of Cook )

*Certificate.*

I, Darlene Cowan, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the 8th day of October, 1996, with the original resolution adopted at said meeting and

recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 11th day of October, 1996.

(Signed) Darlene Cowan  
Assistant Secretary

Resolution 96-CDC-66 referred to in this Certificate reads as follows:

*Community Development Commission*  
*Of The*  
*City Of Chicago*

*Resolution 96-CDC-66*

*Granting Authority To Publish Notice*  
*Of The Intention Of The City Of Chicago*

*To Negotiate A*  
*Redevelopment Agreement With*  
*Plitt Theaters, Inc. (The "Company")*  
*For Purchase For \$1.00 And Redevelopment Of A Site*  
*At 3312 West Grenshaw Street*  
*Within The*  
*Roosevelt/Homan*  
*Redevelopment Project Area,*

*And*

*To Request Alternative Proposals  
For Development Of The Site*

*And*

*To Recommend To  
The City Council Of The City Of Chicago  
The Sale To The Company  
If No Other*

*Responsive Alternative Proposals Are Received.*

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council (referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Chapter 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act; and

Whereas, The City Council, upon the Commission's recommendation pursuant to Resolution 90-CDDC-43 and pursuant to the Act, enacted three (3) ordinances on December 5, 1990, pursuant to which the City approved and adopted a certain redevelopment plan and project (the "Plan") for the Roosevelt/Homan project area (the "Area"), designated the Area as a redevelopment project area and adopted tax increment allocation financing for the Area. The street boundaries of the Area and street address are described on (Sub)Exhibit A hereto; and

Whereas, Plitt Theaters, Inc., a Delaware corporation (the "Company") has presented to the City's Department of Planning and Development ("D.P.D.") a proposal for purchase for One and no/100 Dollars (\$1.00) of a City-owned parcel of land located at 3312 West Grenshaw Street identified by Permanent Index Number 16-14-424-046 (the "Parcel") and its inclusion in a redevelopment project for the Area or a portion thereof that is in

compliance with the Plan, consisting of construction of a ten (10) screen movie theater at 3300 West Greshaw Street (the "Project"); and

Whereas, Pursuant to Section 5/11-74.4-4(c) of the Act, the City may not enter into any agreement regarding redevelopment within the Area without first making public disclosure of the terms of such agreement and all bids and proposals related thereto and providing reasonable opportunity for any person to submit an alternative proposal or bid; and

Whereas, D.P.D. requests the authority of the Commission to make the required disclosure by publishing notice in the form set forth as (Sub)Exhibit B hereto (the "Notice") in the *Chicago Sun-Times* or the *Chicago Tribune*, being newspapers of general circulation within the Area; and

Whereas, D.P.D. requests that the Commission recommend to the City Council that the Company be designated as the purchaser of the Parcel and developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver a redevelopment agreement with the Company for the conveyance of the Parcel, if no responsive alternative proposals are received by D.P.D. within ten (10) days after publication of the Notice; now, therefore,

Be It Resolved By The Community Development Commission Of The City Of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby authorizes D.P.D. to publish the Notice.

Section 3. The Commission hereby recommends to the City Council that the Company be designated as the purchaser of the Parcel and developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on the City's behalf a redevelopment agreement with the Company for the conveyance and the Project, so long as no responsive alternative proposals are received by D.P.D. within the time recited above.

Section 4. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 5. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be effective as of the date of its adoption.



Section 7. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: October 8, 1996.

[(Sub)Exhibit "A" referred to in this Resolution 96-CDC-66 constitutes (Sub)Exhibit "A" to Resolution 96-CDC-65 and is printed on pages 41127 and 41128 of this Journal.]

(Sub)Exhibit "B" referred to in this Resolution 96-CDC-66 reads as follows:

*(Sub)Exhibit "B".*  
(To Resolution 96-CDC-66)

Public Notice is hereby given by the Community Development Commission ("C.D.C.") of the City of Chicago (the "City") pursuant to Section 5/11-74.4-4(c) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"), that the City's Department of Planning and Development ("D.P.D.") intends to negotiate a redevelopment agreement (the "Redevelopment Agreement") with Plitt Theaters, Inc., a Delaware corporation (the "Company") pursuant to which the City intends to provide financial assistance to the Company, using tax increment allocation financing revenues pursuant to the Act, for the construction of a ten (10) screen movie theater and associated parking on approximately five (5) acres of land located generally at 3300 West Grenshaw Street (the "Site") in Chicago, Illinois (the "Project"), located within the Roosevelt-Homan Redevelopment Project Area (the "Area") established pursuant to the Act. The Redevelopment Agreement will also provide for the sale to Plitt for One and no/100 Dollars (\$1.00) of a City-owned parcel of land located generally at 3312 West Grenshaw Street and approximately twenty thousand five hundred forty (20,540) square feet in area, which sale is hereby advertised. The Area is to be redeveloped exclusively for commercial uses. The street boundaries of the Area are as follows:

beginning at the southeast corner of West Roosevelt Road and South Central Park Avenue, then proceeding east on West Roosevelt Road to South Albany Avenue, then proceeding north to the B. & O.C.T. Railroad tracks, then west to South Kedzie Avenue, then south on South Kedzie Avenue to West Fillmore Street, then west on West Fillmore Street to South Central Park Avenue, then south to the beginning point.

The City Hereby Invites Alternative Proposals For The Purchase And Redevelopment Of The Parcel For Consideration By The City.

The documents listed below related to the Area and the Project are available for public inspection at the offices of D.P.D., Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday:

- (i) Roosevelt/Homan Commercial/Residential Redevelopment Area Tax Increment Finance Program Redevelopment Plan, which constitutes the City's redevelopment plan for the Area;
- (ii) a terms sheet showing all proposed material terms of the Redevelopment Agreement as of the date hereof, including but not limited to an estimated Project budget setting forth the amount of financial assistance the City intends to provide to the Company for the Project; and
- (iii) the terms of all bids and proposals received, if any, by the City related to the Project and the Redevelopment Agreement.

Please contact Bob Ruhloff of D.P.D. at (telephone number omitted for printing purposes) to review these materials and for information regarding the form required for proposals submitted to the City. Those submitting alternative proposals must be financially and otherwise qualified to complete the Project. The City reserves the right to reject any and all proposals. Proposals will be received by the City at D.P.D.'s offices, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, until October 25th, 1996 at 2:00 P.M., at which time all alternative proposals will be opened and reviewed.

Elvin E. Charity, Chairman  
Community Development Commission  
City of Chicago

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DECLARATION OF INTENT TO ISSUE INDUSTRIAL  
DEVELOPMENT BONDS ON BEHALF OF  
HEINEMANN'S, INC.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance which would evidence the City's intent to issue Industrial Development Bonds on behalf of Heinemann's, Inc., in an amount not to exceed \$8,000,000, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

*Nays* -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

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 is authorized and empowered to issue industrial development bonds for the purpose of financing costs associated with industrial development projects, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City's Department of Planning and Development has as one of its primary purposes the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, Heinemann's, Inc., an Illinois corporation (the "Borrower"), has proposed a certain industrial development project consisting of the rehabilitation and equipping of a manufacturing facility aggregating approximately one hundred twenty thousand (120,000) square feet to be used in connection with the manufacture of bakery products by the Borrower, all to be located on real property located at 3925 West 43rd Street in the City (the "Project"); and

WHEREAS, The Borrower has requested that the City issue industrial development bonds in an amount not to exceed Eight Million Dollars (\$8,000,000) (the "Bonds") for the purpose of financing all or a portion of the Project costs; and

WHEREAS, It is intended that this ordinance shall constitute a declaration of intent to reimburse any expenditures for the Project made prior to the issuance of the Bonds from the proceeds of the Bonds (if and when issued) within the meaning of Treasury Regulations Sections 1.150-2 and Section 1.103-8(a)(5); 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 City intends to issue the Bonds and lend the proceeds thereof to the Borrower for the purpose of financing the Project. The total principal amount of Bonds which the City intends to issue for the Project will not exceed Eight Million Dollars (\$8,000,000).

SECTION 3. Certain costs will be incurred by the Borrower in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such costs with proceeds of the Bonds.

SECTION 4. The costs to be reimbursed will be paid from funds of the Borrower which have been allocated to other purposes.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project.

SECTION 6. This ordinance constitutes a declaration of official intent under Treasury Regulations Sections 1.150-2 and 1.103-8 (a) (5).

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage.

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APPROVAL OF AMENDMENT NUMBER 2 TO STOCKYARDS  
NORTHWEST QUADRANT TAX INCREMENT  
REDEVELOPMENT PROJECT AREA  
REDEVELOPMENT PLAN.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of Amendment Number 2 to the Stockyards Northwest Quadrant Tax Increment Redevelopment Project Area Redevelopment Plan, having had the same under advisement, begs leave to report and recommend that your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On March 9, 1989, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1994), as amended (the "Act"), the City Council of the City of Chicago (the "City") adopted ordinances approving and adopting the Stockyards Industrial-Commercial Tax Increment Financing Redevelopment Project Area Redevelopment Plan (the "Plan") for the Stockyard Industrial/Commercial Redevelopment Project Area (the "Area"), designating the Area as a redevelopment project area pursuant to the Act and adopting tax increment allocation financing for the Area; and

WHEREAS, On September 14, 1994, the City Council of the City adopted Amendment Number 1 to the Plan with respect to the utilization of net incremental revenues received from the Area to pay for eligible redevelopment costs, or obligations to pay such costs, in the adjacent Stockyards Southeast Quadrant Industrial Redevelopment Area established by the City Council of the City on February 26, 1992, and vice versa; and

WHEREAS, The City desires further to amend the Plan to (i) allow for certain adjustments in line items in Table Number 1, "Estimated Redevelopment Project Costs" (the "Plan Budget") without further

amendment of the Plan; (ii) delete the "Contingencies" line item from the Plan Budget and add a new line item, "Job Training," to the Plan Budget; (iii) increase certain line items and the total amount of the Plan Budget to accommodate new developments and City projects; and (iv) provide the City with the ability to transfer increment revenue not allocated to the project in the Area to the adjacent Stockyards Annex Redevelopment Project Area established on December 11, 1996 and the 35th-Halsted Redevelopment Project Area established on January 14, 1997, and vice versa; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of Amendment Number 2 to the Plan (the "Amendment") pursuant to the Act on January 28, 1997, which Plan and Amendment are attached hereto as Exhibit A; and

WHEREAS, Due notice of the hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on December 12, 1996, by publication in the *Chicago Sun-Times* on December 31, 1996 and January 5, 1997, and by certified mail to taxpayers within the Area on January 17, 1997; and

WHEREAS, A meeting of the Joint Review Board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on December 23, 1996 at 10:00 A.M., concerning the approval of the Amendment; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 97-CDC-14 attached hereto as Exhibit B, adopted on January 28, 1997, recommending to the City Council approval of the Amendment, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan, the Amendment, testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

SECTION 1. Recitals. The recitals hereto are incorporated by herein and made a part hereof.

SECTION 2. Approval of the Amendment. The City hereby approves the Amendment pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act.

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, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

*Exhibit "A".*

*City Of Chicago*

*Stockyards Industrial/Commercial Redevelopment Area*

*Tax Increment Finance Program*

*Redevelopment Plan*

*December, 1988.*

*I.*

*Introduction.*

One of the most historically significant of Chicago's many diverse neighborhoods is the Back of the Yards, located on the City's southwest side. This area was world renowned as the center of the nation's meat packing industry in the early part of the 20th century. In order to accommodate the meat packing industry numerous train lines served the Stockyards packing area primarily in the square mile between 39th Street and 47th Street from Halsted Street to Ashland Avenue (known as the Union Stockyards). The area, once a port of entry for immigrants, offered a wide variety of retail



services and employment opportunities. With the closing of the Stockyards due to the movement of the meat packing industry to more western states in the second half of the 20th century, the area gradually declined as economic and consumer patterns changed. The buildings left by the packers became functionally and economically obsolete and most began to deteriorate.

At the same time, the advent of regional and strip shopping centers changed consumer shopping patterns and brought decline to the two (2) primary shopping streets, 47th Street and Ashland Avenue.

While there has been a general decline in the economic strength of the Back of the Yards area, it possesses several strong elements which have helped to maintain a level of economic vitality through the years of decline, and provide a base for revitalization.

Chief among these is the redevelopment of the Stockyards meat packing center as a major modern industrial park. The industrial park, developed with assistance of the Back of the Yards Neighborhood Council, the City of Chicago and the United States Department of Commerce -- Economic Development Administration, the United States Department of Housing and Urban Development and various other federal agencies, has created over one hundred (100) new businesses employing in excess of seven thousand (7,000) persons. The industrial park is now nearly filled, the only nearby vacant area which can be developed lacks cleared land, roadways and utilities.

However, the Back of the Yards area does have extensive vacant, under-utilized and blighted areas available for development for both commercial and industrial use. This land has not been developed in the past because of: (1) soil problems; (2) environmental issues; (3) toxic wastes; (4) building abandonment; (5) lack of public infrastructure; and (6) deterioration and blight of existing structures.

To assist in the development of new industrial and commercial centers within the Back of the Yards area, various agencies have joined together. The lead organization in this strategy is the Back of the Yards Neighborhood Council (B.Y.N.C.), a not-for-profit group composed of all sectors of the community, which has worked along with the City of Chicago Department of Economic Development, the Economic Development Commission of Chicago, and neighborhood businesses and residents, in developing a framework to guide and direct the revitalization of the Stockyards Industrial/Commercial Redevelopment Area. In developing the framework, a consensus building approach was adopted by the Back of the Yards Neighborhood Council. While there has been development in the Back of the Yards area by the private sector, much of the remaining land which can be put to productive use need substantial investment of public funds in order to achieve such productive development.

### Tax Increment Allocation Redevelopment Act.

An analysis of conditions within this area indicates that it is appropriate for designation as a redevelopment project, utilizing the State of Illinois tax increment financing legislation. The area is characterized by conditions which warrant the designation as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (hereafter referred to as the "Act"). The Act is found in the Illinois Revised Statutes, Chapter 24 Section 11-74.4-1, et seq., as amended.

The Act provides a means for municipalities, after the approval of a "Redevelopment Plan and Project" to redevelop blighted areas by pledging the increase in tax revenues generated by public and private redevelopment in order to pay for the up front public costs which are required to stimulate such private investment in new redevelopment and rehabilitation. Municipalities may issue obligations to be repaid from the stream of real property tax increments that occur within the tax increment financing district.

The property tax increment revenue is calculated by determining the difference between the initial equalized assessed value (the Certified E.A.V. Base) for all real estate located within the district and the current year E.A.V.. Any increase in E.A.V. is then multiplied by the current tax rate, which determines the incremental real property tax.

The Stockyards Industrial/Commercial Redevelopment Area Project and Plan (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provision of the Act. It is a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project".

This Redevelopment Plan also specifically describes the Stockyards Industrial/Commercial Tax Increment Redevelopment Project Area (hereafter referred to as the "Redevelopment Project Area"). This area meets the eligibility requirements of the Act. The Redevelopment Project Area boundaries are described in Section II of the Redevelopment Plan and shown in Map 1, Boundary Map.

After its approval of the Redevelopment Plan, the City Council then formally designates the Redevelopment Project Area.

The purpose of this Redevelopment Plan is to ensure that new development occurs:

1. on a coordinated rather than a piecemeal basis to ensure that the land-use, vehicular access, parking, service and urban design systems will meet modern-day principles and standards;

2. on a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated;
3. within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of the Redevelopment Plan makes possible the implementation of a logical program to stimulate redevelopment in the Redevelopment Project Area -- an area which cannot reasonably be anticipated to be developed without the adoption of this Redevelopment Plan. Public investments, will create the appropriate environment to attract the investment required for the rebuilding of the area.

Successful implementation of the Redevelopment Plan and Project requires that the City of Chicago take full advantage of the real estate tax increments attributed to the Redevelopment Project as provided in accordance with the Act. The Redevelopment Project Area would not reasonably be developed without the use of such incremental revenues.

## II.

### *Redevelopment Project Area And Legal Description.*

The Stockyards Industrial/Commercial Redevelopment Area is located on the southwest side of the City of Chicago and is generally described as beginning at the northwest corner of West 47th Street and South Damen Avenue and includes the area between West 47th Street and the Baltimore & Ohio (B.&O.) railroad tracks; proceeding east to South Wolcott Avenue north of West 46th Street; then proceeding north between South Wolcott Avenue and the spur line immediately to the west of South Wolcott Avenue; then north of West 43rd Street encompassing the area between South Wolcott Avenue extended and the B.&O. tracks to West 42nd Street extended; then proceeding between West 42nd Street extended and the north end of the Conrail property approximately 700 feet north of the Conrail rights-of-way from the B.&O. tracks to South Hermitage Avenue extended; then between South Hermitage Avenue and South Ashland Avenue between the north edge of the Conrail property and the property line approximately 700 feet north of West 42nd Street, from this point across South Ashland Avenue; then south to West 43rd Street and east to South Racine Avenue, including the property north of West 43rd Street and west of South Racine Avenue to West 39th Street, excepting the property fronting along West 39th Street from South Ashland Avenue to South Loomis Street extended

and the property between South Racine Avenue and the spur lines immediately to the west of South Racine Avenue between West 39th Street and West Exchange Avenue extended. The study area is approximately six (6) miles southwest of Chicago's central business district. The area is currently occupied primarily by vacant land, industrial buildings and railroad tracks and adjacent railroad property, with a small portion of commercial property.

The legal description of the Stockyards Industrial/Commercial Redevelopment Area is as follows:

that part of the east half of the southwest quarter of Section 6; part of the west half of the southeast quarter of Section 6; part of the northeast quarter of Section 6 and Section 5, all in Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the intersection of the east line of South Damen Avenue as dedicated and the south line of said Section 6; thence west 1,230.4 feet along said south line (also being the centerline of West 47th Street) to the easterly right-of-way line of the Chicago River and Industrial Railroad Company; thence northeasterly along the last said easterly line to a line 347.5 feet west of the east line of said southwest quarter of Section 6; thence north on the last said west line to the north line of the southeast quarter of said southwest quarter; thence northeasterly along a track right-of-way to the centerline of vacated West 44th Street, said point being 176.27 feet west of the west line of South Wolcott Avenue; thence continuing north along said track to the south line of West 43rd Street, said point being 130 feet west of the west line of South Wolcott Avenue; thence west along the south line of West 43rd Street to the north and south centerline of said Section 6; thence north along the last said north and south centerline to the northerly most track in the vacated channel of the south branch of the Chicago River; thence easterly along said track to the west line of the east 2,013.04 feet of the northeast quarter of Section 6; thence east 923 feet along a line to a point 513 feet south of the north line of said Section 6; thence south 15.58 feet; thence east 1,115.55 feet along a line 548.58 feet south of the north line of said Section 6 to the east line of South Ashland Avenue; thence south along said east right-of-way line to the south line of the west fork of the south fork of the south branch of the Chicago River as filled (also being the north line of Lot 4 in Circuit Court Partition of the northwest quarter of Section 5); thence northeast, southeast and east along the northerly line of said Lot 4 to the north right-of-way line of the Penn Central Railroad main right-of-way; thence northeasterly along the last said north right-of-way line to the east line of the northwest quarter of the northwest quarter of said Section 5; thence north along the last said east line to the north line of the northwest quarter of said Section 5; thence east along the last said north line 900 feet; thence south to the south right-of-way line of West Pershing Road at the intersection of a railroad

spur track 360 feet, more or less, west of the east line of the northwest quarter of Section 5; thence southeast 156 feet to the east line of a tract of land having a Tax Number of 20-05-102-044; thence southerly along the last said east line to the north right-of-way line of the Penn Central main line; thence westerly along the last said north line to the east line of South Packers Avenue extended north; thence south along the last said east line to the southerly most spur track of said railroad; thence southeast along said spur track to the south line of Lot 2 in Packer's Addition to Chicago; thence east along said south line to the east line of the northwest quarter of said Section 5; thence continuing east to the east right-of-way line of South Racine Avenue in the northeast quarter of said Section 5; thence south along said east line to the south right-of-way line of West 43rd Street; thence westerly along the last said south right-of-way line to the west line of South Ashland Avenue as dedicated; thence north along the last said west line to the north right-of-way line of Lots 1 and 2 of Sulzberger and Sons Company's Block C Subdivision; thence westerly along the last said north line to a line 932.8 feet west of and parallel to the west line of South Ashland Avenue; thence south 603.95 feet along last said line to the centerline of West 42nd Street extended west; thence west along the last said centerline to the east right-of-way line of South Wolcott Avenue; thence south along the last said east line to the south line of West 46th Street as dedicated; thence west along the last said south line to the east line of South Damen Avenue; thence south along the last said east line of the place of beginning, all in City of Chicago, Cook County, Illinois.

### III.

#### *Redevelopment Project Area Goals And Objectives.*

Investment in new development and reinvestment in existing structures and facilities are essential in the Stockyards Industrial/Commercial Redevelopment Area. Redevelopment and conservation efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, an increased tax base and additional employment opportunities.

This section of the Redevelopment Plan identifies the goals and objectives of the Redevelopment Project Area. A latter section of the Redevelopment Plan identifies more specific programs which the City plans to undertake in achieving the redevelopment goals and objectives which have been identified.

#### General Goals:

- Improve the quality of life in Chicago by eliminating the influence of, as well as the manifestations of, both physical and economic blight in the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to make it an important center contributing to the revitalization of the Back of the Yards area.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties in the Back of the Yards area.
- Create suitable locations for industry.
- Create job opportunities.
- Create new retail centers and the accompanying job opportunities.

#### Redevelopment Objectives:

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a Blighted Area. Section IV of this document, Blighted Area Conditions Existing in the Redevelopment Project Area, describes the blighting conditions.
- Enhance the tax base of the City of Chicago and of the other taxing districts which extend into the Redevelopment Project Area by encouraging private investment in commercial and industrial new construction, and rehabilitation.
- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.
- Encourage the assembly of land into parcels functionally adaptable with respect to shape and size for redevelopment needs and standards.
- Provide site for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.

- Provide needed incentives to encourage a broad range of improvements in both new development and rehabilitation efforts.
- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.

Development And Design Objectives:

- Establish a pattern of land-use activities arranged in compact, compatible groupings to increase efficiency of operation and economic relationships.
- Achieve development which is integrated both functionally and aesthetically with nearby existing development.
- Ensure safe and adequate circulation patterns and capacity in the Project Area.
- Encourage coordinated development of parcels and structures in order to achieve efficient building design; unified off-street parking, trucking and service facilities; and appropriate access to nearby highways.
- Encourage a high-quality appearance of buildings, rights-of-way and open spaces, and encourage high standards of design.
- Encourage development of usable industrial space of all sizes.

IV.

*Blighted Area Conditions Existing In The  
Redevelopment Project Area.*

Based upon surveys, inspections, and analyses of the area by Louik/Schneider & Associates, Inc. and Trkla, Pettigrew, Allen & Payne, Inc., the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. The area is characterized by the presence of a combination of five (5) or more blighting factors as listed in the Act, rendering the area detrimental to the public safety, health and welfare of the citizens of this area of the City. Specifically:

- Of the fourteen (14) factors set forth in the law, eleven (11) are present in the area.

- The blighting factors are reasonably distributed throughout the study area.
- All blocks within the study area show the presence of blighting factors.

A separate report entitled "Stockyards Industrial/Commercial Redevelopment Area Tax Increment Financing District Eligibility Report", dated November, 1988 describes in detail the surveys and analyses undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. Summarized below are the findings of the Eligibility Report:

1. Age.

Age as a factor is present to a major extent in seven (7) of the seventeen (17) blocks and to a limited extent in four (4) blocks. Of the forty-six (46) total buildings in the Redevelopment Area, twenty-nine (29) (sixty-three percent (63%)) are thirty-five (35) years of age or older.

2. Dilapidation.

Dilapidation is present to a major extent in one (1) block containing two (2) buildings and to a limited extent along twelve (12) blocks containing poor and dilapidated street surface and storm drainage structures.

3. Obsolescence.

Obsolescence as a factor is present to a major extent in ten (10) of the nineteen (19) blocks and to a limited extent in five (5) other blocks. Conditions contributing to this factor include obsolete buildings and obsolete platting. Sixteen (16) buildings and six (6) blocks with small, narrow parcels are characterized by obsolescence.

4. Deterioration.

Deterioration as a factor is present to a major extent in ten (10) blocks and to a limited extent in seven (7) blocks of the Redevelopment Area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas and site surface areas, and



deteriorating street pavement, curbs, gutters and sidewalks. Twenty-six (26) of the forty-six (46) buildings are characterized by deterioration.

5. Structures Below Minimum Code Standards.

Structures below the city's minimum code standards for existing buildings as a factor is present to a major extent in seven (7) of the nineteen (19) blocks, and to a limited extent in two (2) blocks.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in fifteen (15) of the nineteen (19) blocks. Three (3) buildings are entirely vacant and over forty percent (40%) of the area contains vacant land.

7. Lack Of Ventilation, Light Or Sanitary Facilities.

One (1) of the seventeen (17) blocks exhibits almost total lack of lighting within the structures located within it. In addition the lack of light is also found in another block.

8. Inadequate Utilities.

Inadequate utilities are present to a major extent in fifteen (15) of the nineteen (19) blocks in the area. All blocks are impacted by obsolete and aging utility systems, deteriorating or missing storm sewers and drainage structures with only limited upgrading on sites where new development has occurred.

9. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present to a major extent in ten (10) blocks and to a limited extent in six (6) blocks. Conditions contributing to this factor include parcels of irregular shape and limited size. Large tracts of vacant and under-utilized land, vacant and dilapidated structures and poor streets in deteriorated condition providing very limited access and interior circulation.

10. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent in eleven (11) blocks and to a limited extent in six (6) blocks. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas, and site improvements including streets, alleys, walks, curbs, gutters and utilities.

11. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout all nineteen (19) blocks of the study area. Conditions contributing to this factor include parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, and the lack of reasonable development controls for building setbacks, off-street parking and loading and the limited access provided by the present street system in combination with the vacant inaccessible land areas. The area lacks an overall plan for coordinated development on a block by block basis. The entire Redevelopment Area exhibits this factor.

The vacant portions of the study area also qualify as a "Blighted Area" as required by Chapter 24, Section 11-74.4-3(a) of the Illinois Revised Statutes. The following factors are present within the vacant land area:

- (1) Unused Railroad Yards -- most of the central portion of the study area was used as railroad yards. Some active tracks remain, but the bulk of the yards have been abandoned.
- (2) Unused Disposal Site -- the southwestern portion was utilized as a garbage dump in the early part of the century. Nearly all of the vacant land in the study area has been used for dumping of building debris recently.

The analysis above is based upon data assembled by the City of Chicago, Department of Economic Development, the Economic Development Commission of the City of Chicago, the Back of the Yards Neighborhood Council, Louik/Schneider & Associates, Inc. and Trkla, Pettigrew, Allen and Payne, Inc.. The surveys and analysis conducted include:

1. exterior surveys of the condition and use of each building;
2. field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities,

- landscaping, fences and walls, and general property maintenance;
3. analysis of existing uses and their relationships;
  4. comparison of current land-use to current zoning ordinance and the current zoning maps;
  5. historical analysis of site uses;
  6. analysis of original and current platting and building size layout;
  7. analysis of building floor area and site coverage; and
  8. review of previously prepared plans, studies and data.

V.

*Stockyards Industrial/Commercial  
Redevelopment Project.*

A. Redevelopment Project Area Goal And Objectives.

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing, and by undertaking some or all of the following actions:

1. **Assemblage of Sites.** To achieve the renewal of the Redevelopment Project Area, property identified in Map 3, Development Activities, attached hereto and made a part hereof, may be acquired by the City of Chicago and cleared of all improvements if any and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or facilities. The City may determine that to meet the renewal objectives of this Redevelopment Plan, other properties in the Redevelopment Project Area not scheduled for acquisition should be acquired, or certain property currently listed for acquisition should not be acquired. Acquisition of land for public rights-of-way will also be necessary for the portions of said rights-of-way that the City does not own (see Map 3).

As a necessary part of the redevelopment process, the City may hold and secure property which it has acquired and place it in temporary uses until such property is scheduled for disposition

and redevelopment. Such uses may include, but are not limited to, project office facilities, parking or other uses the City may deem appropriate.

2. Provision of Public Improvements and Facilities. Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:
  - a. Construction of a more visually recognizable and attractive industrial park entrance to the northwest quadrant of the Stockyards at 43rd Street and Packers Avenue, including landscaping and signage.
  - b. Provision of utilities necessary to serve the redevelopment.
  - c. Construction of an interior street system to efficiently and effectively serve the industrial park in the northwest quadrant of the Stockyards, including direct access to Ashland Avenue.
  - d. Provision of access and utilities to portions of the former railroad yards in the Wolcott/Railroad subarea for industrial redevelopment purposes.
3. Provision for soil and site improvements for privately held properties for the purpose of making land suitable for development.
  - a. Entering into a redevelopment agreement for improvement to soil conditions and necessary site improvement at the 47th Street and Damen Avenue site, various railroad properties in the Wolcott/Railroad area, and various sites as may be required in the northwest quadrant of the Stockyards.
4. Redevelopment Agreements. Land assemblage shall be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in the Redevelopment Plan.

In the event that the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

#### B. Redevelopment Plan.

The proposed Stockyards Industrial/Commercial Redevelopment Project Area for the purposes of planning and programming of improvements has been divided into three (3) subareas (see Map 2). These are (1) the 47th Street and Damen Avenue Commercial Redevelopment subarea; (2) the Wolcott/Railroad Industrial Redevelopment subarea; and (3) the Northwest Quadrant of the Stockyards Industrial Redevelopment subarea.

#### 47th Street And Damen Avenue Commercial Redevelopment Subarea.

This subarea, designated for commercial redevelopment (see Map 4, Redevelopment Plan), will require the City and a developer to enter into a redevelopment agreement upon approval by the City Council. The redevelopment agreement will generally provide for the City to provide funding for land acquisition and public improvements. The funds for such improvements are to come from the City's issuance of bonds to be repaid from the incremental increase in tax revenues to be generated from the entire Redevelopment Project Area. The developer will undertake the responsibility for the required soil and site improvements, and further will be required to build a retail shopping center containing approximately two hundred forty thousand (240,000) square feet and the necessary support facilities, such as parking, landscaping, and street improvements.

The project defined in this subarea of the Plan will be completed within eighteen (18) months of the signing of a redevelopment agreement. This commercial redevelopment will generate substantial incremental tax increases which will allow for the issuance of a bond for completion of other improvements in the first phase of public improvements.

#### Wolcott/Railroad Industrial Subarea.

This subarea, designed for industrial redevelopment (see Map 4) consists primarily of industrial properties along Wolcott Avenue and railroad yards primarily north of 42nd Street. The subarea will require street improvements and new street construction, including water, sewer and lighting improvements primarily in the area between Wolcott and Damen Avenues north of 43rd Street with some additional improvements for a site located along the west side of Ashland Avenue north of the Conrail viaduct. Land acquisition will be required for the extension of Wolcott and Damen Avenues, and provision of a new right-of-way and a new street construction (see Map 3).

In addition the City will need to enter into redevelopment agreements with developers to provide funding for soil and site improvements needed to make the land suitable for development.

With the exception of street resurfacing along Wolcott Avenue, most of the improvements for this subarea will occur in the third phase of public improvements. The third phase public improvements will be funded from the proceeds of bonds financed from the incremental increase in real estate taxes generated from redevelopment in the northwest quadrant of the Stockyards.

#### Northwest Quadrant Of The Stockyards Industrial Subarea.

This subarea has been designated primarily for industrial redevelopment with the exception of some existing commercial space along the east side of Ashland Avenue (see Map 4). The subarea consists of a few newer industrial facilities, several new commercial facilities along the east side of Ashland Avenue, large tracts of vacant land mostly covered with rubble and several abandoned and deteriorating industrial buildings.

The plan for this subarea will make approximately sixty (60) acres of land available for industrial redevelopment. A new street system and required water, sewer and lighting from Packers Avenue westward and southward through the subarea to intersect with Ashland Avenue at 42nd Street is proposed (see Map 3). The plan also calls for the removal of railroad tracks where possible and assistance for suitably located, active, well maintained business and industry.

The redevelopment of this subarea will require the City to provide public infrastructure improvements, land acquisition, demolition of dangerous and dilapidated buildings, and entering into redevelopment agreements with private land owners to provide for clearing of rubble, and soil and site improvements necessary for industrial development.

The first phase of public improvements will include the demolition of the existing abandoned buildings and undertaking of some of the street improvements. Funding for this first phase of improvement will come from the first bond to be issued by the City. The second phase of public improvements will include the balance of land acquisition, infrastructure improvement and soil and site improvements. This second phase will be funded from a second bond to be issued by the City and retired by the incremental increase in real estate taxes generated from new industrial development stimulated by the first phase of public improvements.

### C. General Land-Use Plan.

The Redevelopment Plan and the proposed projects described herein conform to the land-uses and development policies for the City as a whole as currently provided by the Comprehensive Plan of Chicago (1966) and the companion Southwest Development Area Report (1968). This Area is bounded by Blue Island Avenue and Cermak Road on the north, the Dan Ryan Expressway on the east, Garfield Boulevard on the south, and Western Avenue on the west. The Development Area contains the residential community known as New City, more commonly known as the "Back of the Yards".

The Back of the Yards community was the home of the Chicago Union Stockyards, a once thriving meat-processing and packing area. A portion of the Union Stockyards has been redeveloped as a modern industrial park. This occurred due to the funding injected into the area by the city and federal governments which was utilized to develop an infrastructure system consisting of streets, water, sewerage, street lighting and other utilities. Also the city, state and federal governments provided specific financing assistance for companies to locate in the New Stockyards industrial park. The northwest quadrant of the Stockyards remains primarily blighted due to the presence of dilapidated buildings, the lack of necessary infrastructure and land suitable for redevelopment.

The Southwest Development Area Report states the following with regard to the redevelopment of land in the Stockyards area:

"at the height of operation, in the early 1940s, the stockyards and Packingtown meant more than 30,000 jobs. . . The westward movement of the meat packing industry caused a decline in job opportunities which culminated in the mid-1950s when most major firms closed their Chicago operations. The result was a serious need for jobs . . . and a large amount of unused industrial land. (Pages 15 -- 16)

The redevelopment of that land with job producing industries has been a high priority problem that is today only partly solved. Rail yards that are now larger than needed, large tracts of land with extensive existing construction unsuited for new uses and a complex of private streets and utilities have presented many serious physical and legal obstacles. Prime location alone will not insure success of this project; air pollution and offensive odors must be controlled; the area must be made attractive to compete with newer areas . . . (Page 16)"

The retail shopping facilities in the Back of the Yards follows the general citywide pattern of commercial frontage along major arterial streets. This pattern no longer meets the current needs of many customers. A development objective for this area of Chicago includes the development of a

new commercial center in order to provide increased employment opportunities and the strengthening of the tax base of the City.

The revitalization, retention and expansion of industrial areas is a key component of the City of Chicago's strategy for economic development. This strategy is documented in numerous plans and policy statements, including Chicago, 1992: Goals and Policies and Ten-Year Development Strategies which, in a discussion of the framework for economic development, cited the following as major policy under the goal of making Chicago a "Viable Manufacturing City":

Encourage the development of industry in significant Industrial Park Areas as well as scattered locations citywide.

Six (6) major industrial concentrations have been designated as targets for development. These include: Northwest Center for Industry, Goose Island, Stockyards, Pullman, Chicago Center for Industry, and Lake Calumet. These areas are being actively serviced, enhanced and marketed. The primary advantage of these areas is their large available parcels of land, which is often a critical consideration of new or relocating industry. (Page 19)

#### D. Estimated Redevelopment Project Costs.

Redevelopment project costs mean the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Redevelopment Project pursuant to the State of Illinois Tax Increment Allocation Redevelopment Act. Such costs may include, without limitation, the following:

1. costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of any buildings, and the clearing and grading of land;
3. costs of the construction of public works or improvements;
4. costs of job training and retraining projects;



5. financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto;
6. all or a portion of a taxing district's capital costs resulting from the 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;
7. payment in lieu of taxes;
8. costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;
9. interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
  - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
  - b. such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

- c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) than the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
- d. the total of such interest payments incurred pursuant to this Act may not exceed thirty percent (30%) of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to this Act.

The estimated redevelopment project costs are shown in Table 1. To the extent that municipal obligations have been issued to pay for such redevelopment project costs included prior to, but in anticipation of, the adoption of tax increment financing, the City shall be reimbursed for such redevelopment project costs. The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Redevelopment Plan.

Table 1.

Estimated Redevelopment Project Costs.

Program Action/Improvements.

Subarea Number 1 -- 47th Street And South  
Damen Avenue

Land acquisition and public improvements	\$1,900,000
Contingencies	150,000
Planning, legal, studies, et cetera	190,000

Subarea Number 2 -- Wolcott/Railroad

Acquisition	500,000
Infrastructure improvements	1,750,000
Site preparation	1,750,000

Contingencies	\$ 1,400,000
Planning, legal, studies, et cetera	400,000
Subarea Number 3 -- Northwest Quadrant Of The Stockyards	
Acquisition	1,000,000
Infrastructure improvements	4,150,000
Site preparation	1,430,000
Contingencies	2,232,000
Planning, legal, studies, et cetera	658,000
<b>TOTAL PROJECT COST*</b>	<b>\$17,510,000</b>

#### E. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued or incurred to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel or real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued or incurred, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

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\* Exclusive of capitalized interest, issuance costs and other financing costs.

The City may issue general obligation bonds secured by the full faith and credit of the City for the purpose of financing redevelopment project cost. Such bonds may be payable from ad valorem taxes levied against all taxable property in the City.

#### Issuance Of Obligations.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the T.I.F. redevelopment area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of a parity or senior/junior lean natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund, or optional redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

#### Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

The total 1987 equalized assessed valuation for the entire Redevelopment Project Area is Eleven Million Nine Hundred Thirty-eight Thousand Seven Hundred Seventy-nine Dollars (\$11,938,779). This equalized assessed valuation is subject to final verification by Cook County. After verification,

the County Clerk of Cook County, Illinois will certify the amount, and this amount will serve as the "Initial Equalized Assessed Valuation".

#### Anticipated Equalized Assessed Valuation.

By the year 1998, when it is estimated that all the anticipated private development will be completed and fully assessed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at between Nineteen Million Dollars (\$19,000,000) and Twenty-four Million Five Hundred Thousand Dollars (\$24,500,000). By the year 2002, the equalized assessed value of real property within the Redevelopment Project is estimated at between Twenty-four Million Dollars (\$24,000,000) and Twenty-six Million Five Hundred Thousand Dollars (\$26,500,000). These estimates are based on several key assumptions, including: 1) redevelopment of the 47th and Damen Commercial subarea will be completed in 1990; 2) redevelopment of the Northwest Quadrant of the Stockyards and the Wolcott/Railroad subareas will occur in a timely manner; 3) the market value of the anticipated industrial developments will increase following completion of the redevelopment activities described in the Redevelopment Project and Plan; 4) the most recent State Multiplier of 1.8916 as applied to 1987 assessed values will remain unchanged and for the duration of the project the tax rate for the entire Redevelopment Area is assumed to be the same and will remain unchanged from the 1987 level.

Table 2.

#### 1987 Equalized Assessed Valuation.

Permanent Index Number	Vacant	Commercial	Industrial	Other
20-05-101-006 RR				
20-05-101-007 RR				
20-05-101-010 RR				
20-05-101-017			29,588	
20-05-101-022	21,683			
20-05-101-023	1,178			

Permanent Index Number	Vacant	Commercial	Industrial	Other
20-05-101-024	1,105			
20-05-101-025	180,018			
20-05-101-034 EX				
20-05-101-035 EX				
20-05-101-036			157,235	
20-05-102-001	37,838			
20-05-102-002 RR				
20-05-102-003	49,416			
20-05-102-004	24,674			
20-05-102-006 RR				
20-05-102-011				
20-05-102-012		55,950		
20-05-102-016	79,631			
20-05-102-019			47,899	
20-05-102-020	1,254			
20-05-102-021	46,787			
20-05-102-023	106			
20-05-102-024 EX				
20-05-102-025	779			
20-05-102-027		45,047		
20-05-102-040			65,707	
20-05-102-041	48,276			
20-05-102-042	113			

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Permanent Index Number	Vacant	Commercial	Industrial	Other
20-05-102-043 RR				21,290
20-05-102-044	46,796			
20-05-102-045	8,875			
20-05-103-001	1,544			
20-05-103-002			15,288	
20-05-103-003				15,106
20-05-103-004			7,704	
20-05-103-005		4,057		
20-05-103-006		3,967		
20-05-103-007		3,967		
20-05-103-008		107,685		
20-05-103-009		37,719		
20-05-103-010		4,366		
20-05-103-011		6,549		
20-05-103-013		4,213		
20-05-103-014		61,297		
20-05-103-015		60,560		
20-05-103-018	16,854			
20-05-103-020	32,670			
20-05-103-021		24,680		
20-05-103-022		20,870		
20-05-103-023		18,331		
20-05-103-024		4,266		

Permanent Index Number	Vacant	Commercial	Industrial	Other
20-05-103-025		2,113		
20-05-104-001		90,602		
20-05-104-002			293,457	
20-05-104-004 EX				
20-05-104-005 EX				
20-05-105-003	9,606			
20-05-105-004			362,941	
20-05-105-005			204,497	
20-05-106-001 EX				
20-05-106-003			208,082	
20-05-106-006 EX				
20-05-106-007	3,259			
20-05-106-008	3,774			
20-05-107-001	1,483			
20-05-107-002	1,483			
20-05-107-003	1,483			
20-05-107-004	1,483			
20-05-107-005	1,483			
20-05-107-006	1,483			
20-05-107-007	1,483			
20-05-107-008	1,483			
20-05-107-009	10,504			
20-05-107-010	1,544			



Permanent Index Number	Vacant	Commercial	Industrial	Other
20-05-107-011	1,544			
20-05-107-012	19,510			
20-05-107-013	15,231			
20-05-108-001	46,060			
20-05-108-010 EX				
20-05-108-012	8,480			
20-05-108-013	6,333			
20-05-108-014	38,191			
20-05-108-015	31,247			
20-05-108-016			57,520	
20-05-108-017		48,232		
20-05-108-018		25,652		
20-05-109-002			130,282	
20-05-109-003	62,205			
20-05-110-003			125,226	
20-05-110-006			266,799	
20-05-110-007			114,620	
20-05-110-008		20,026		
20-05-110-009			85,521	
20-05-110-010	52,002			
20-05-110-011	44,733			
20-05-111-016		3,619		
20-05-111-017			966,759	

Permanent Index Number	Vacant	Commercial	Industrial	Other
20-05-112-001			1,061,021	
20-05-112-009				203,322
20-05-112-010			233,342	
20-05-112-011			313,338	
20-05-112-012	24,212			
20-05-112-013				48,750
20-05-113-002	97,586			
20-05-114-003			159,816	
20-05-114-004			130,030	
20-05-114-005			158,671	
20-05-114-006			154,445	
20-05-114-007			1,344,693	
20-05-500-001 RR				
20-05-500-002 RR				
20-06-100-108			60,500	
20-06-100-109			386,000	
20-06-200-014	22,998			
20-06-200-046	20,864			
20-06-200-057	79,239			
20-06-200-058			331,389	
20-06-200-061			73,383	
20-06-200-068			576,815	

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Permanent Index Number	Vacant	Commercial	Industrial	Other
20-06-200-069 RR				
20-06-200-070 RR				
20-06-303-004	47,992			
20-06-303-006	191,029			
20-06-303-008	22,992			
20-06-303-010	64,415			
20-06-303-011 EX				
20-06-303-014	44,046			
20-06-400-008			369,363	
20-06-400-013			100,111	
20-06-400-014			13,502	
20-06-400-015	5,889			
20-06-400-016			179,237	
20-06-400-018			222,013	
20-06-400-020			306,246	
20-06-400-024	85,809			
20-06-400-025	10,748			
20-06-500-001 RR				
Total:	1,683,503	653,768	9,313,040	288,468

TOTAL ALL USES: 11,938,779

## VI.

*Phasing And Scheduling Of Redevelopment Plan.*

A phased implementation strategy will be utilized to achieve a timely and orderly redevelopment of the project area.

It is anticipated that City expenditures for redevelopment will be carefully staged on a reasonable and proportional basis to coincide with expenditures in rehabilitation and/or redevelopment by private developers.

The public and private improvements to be undertaken in the Redevelopment Project Area are anticipated to be completed in the twentieth (20th) year. Table 1, the Estimated Redevelopment Project Costs, illustrates the public improvements to be undertaken as part of the Redevelopment Project.

## VII.

*Provision For Amending Action Plan.*

This Stockyards Industrial/Commercial Redevelopment Area Tax Increment Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

## VIII.

*Affirmative Action Plan.*

The City is committed to and will affirmatively implement the following principles with respect to the Stockyards Industrial/Commercial Redevelopment Area.

- A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race,

color, religion, sex, age, handicapped status, national origin, creed, or ancestry.

- B. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Plan and Project the City shall require all parties contracting with the City on the Project meet City goals for Minority Business Enterprises, Women's Business Enterprises, Affirmative Action and First Source Hiring.

[Maps 1, 2, 3 and 4 referred to in this Redevelopment Plan unavailable at time of printing.]

*Plan Amendment Number 2*

*Stockyards Industrial/Commercial*

*Tax Increment Financing District*

*Redevelopment Plan And Project*

*City Of Chicago.*

The Redevelopment Plan of the City of Chicago approved by ordinance adopted on March 8, 1989 relating to the Stockyards Industrial/Commercial Redevelopment Area Tax Increment Finance Program is amended as follows:

- Page 31: Text in Table 1, Estimated Redevelopment Project Costs, Sub-Area Number 3 -- Northwest Quadrant of the Stockyards, is replaced by:

*Subarea Number 3 -- Northwest Quadrant Of The Stockyards.*

<i>Acquisition</i>	\$ 3,500,000
<i>Infrastructure Improvements</i>	7,232,000
<i>Site Preparation</i>	2,200,000
<i>Job Training</i>	500,000
<i>Planning, Legal, Studies, Etc.</i>	658,000
 <i>Total Project Cost*</i>	 \$22,130,000

whereby various line items are increased, the category of job training is added, and the category of Contingencies is deleted.

The following text is inserted at the foot of the Table:

*Note 1: The Stockyards Southeast Quadrant Industrial Redevelopment Project Area established on February 26, 1992, the Stockyards Annex Redevelopment Project Area established on December 11, 1996 and the 35th/Halsted Redevelopment Project Area established on January 14, 1997 are all contiguous to the Stockyards Industrial/Commercial Redevelopment Project Area. The City finds the goals, objectives and financial success of such redevelopment project areas to be interdependent. The City therefore proposes to utilize incremental revenues received from one redevelopment project area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment areas. The City further finds that it is in the best interests of the City and in furtherance of the purposes of the Act that incremental revenues from the Stockyards Southeast Quadrant Industrial Redevelopment Project Area, the Stockyards Annex Redevelopment Project Area and the 35th/Halsted Redevelopment Project Area be made available to support the Stockyards Industrial/Commercial Redevelopment Project Area and vice versa.*

*Note 2: The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs and other financing costs). Within this limit, adjustments may be made in line items without further amendment to Table Number 1.*

*Exhibit "B".*

State of Illinois )  
                          ) SS.  
County of Cook )

*Certificate.*

I, Darlene Cowan, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a Special Meeting held on the 28th day of January, 1997, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 30th day of January, 1997.

(Signed)           Darlene Cowan            
  Assistant Secretary

Resolution 97-CDC-14 referred to in this Certificate reads as follows:

*Community Development Commission*  
*Of The*  
*City Of Chicago*

*Resolution 97-CDC-14*

*Recommending To The City Council Of  
The City Of Chicago  
For The  
Stockyards Industrial/Commercial  
Tax Increment Financing  
Redevelopment Project Area:  
  
Approval Of  
Amendment Number 2  
  
To The  
Redevelopment Plan.*

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Chapter 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted a review of the Stockyards Industrial/Commercial Tax Increment Finance Program Redevelopment Plan and Project (the "Plan") and Amendment Number 2 to the Plan; and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan or an amendment, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and



Whereas, The Plan was made available for public inspection and review beginning December 9, 1996, being a date prior to the adoption by the Commission of Resolution 96-CDC-79 on December 10, 1996 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on December 31, 1996, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on January 5, 1997, both in the *Chicago Sun-Times*, being a newspaper of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on January 17, 1997, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on December 12, 1996, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on December 12, 1996, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on January 28, 1997 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to the City Council regarding amendment of the Plan; and

Whereas, The Board meeting was convened on December 23, 1996 at 10:00 A.M. (being a date no more than fourteen (14) days following the mailing of the notice to all taxing districts on December 12, 1996) in Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory

recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Commission has reviewed Amendment Number 2 to the Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to the City Council amendment of the Plan; now, therefore,

Be It Resolved By The Community Development Commission Of The City Of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Plan as amended meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years; and

Section 3. The Commission recommends that the City Council approve Amendment Number 2 to the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 5. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be effective as of the date of its adoption.

Section 7. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: January 28, 1997.

(Sub)Exhibits "A" and "B" referred to in this Resolution 97-CDC-14 read as follows:

*(Sub)Exhibit "A".*  
(To Resolution 97-CDC-14)

*Plan Amendment Number 2*  
*Stockyards Industrial/Commercial*  
*Tax Increment Financing District*  
*Redevelopment Plan And Project*

*December 10, 1996*

*City Of Chicago.*

The Redevelopment Plan of the City of Chicago approved by ordinance adopted on March 8, 1989 relating to the Stockyards Industrial/Commercial Redevelopment Area Tax Increment Finance Program is amended as follows:

Page 31: Text in Table 1, Estimated Redevelopment Project Costs, Subarea Number 3 -- Northwest Quadrant of the Stockyards, is replaced by:

*Subarea Number 3 -- Northwest Quadrant Of The Stockyards.*

<i>Acquisition</i>	<i>\$3,500,000</i>
<i>Infrastructure Improvements</i>	<i>7,232,000</i>
<i>Site Preparation</i>	<i>2,200,000</i>
<i>Job Training</i>	<i>500,000</i>
<i>Planning, Legal, Studies, Etc.</i>	<i>658,000</i>
<b><i>TOTAL PROJECT COST*</i></b>	<b><i>\$22,130,000</i></b>

whereby various line items are increased, the category of job training is added, and the category of Contingencies is deleted.

The following text is inserted at the foot of the Table:

*Note 1: The Stockyards Southeast Quadrant T.I.F. District, the proposed Stockyards Annex T.I.F. District and the proposed 35th/Halsted T.I.F. District are all contiguous to the Stockyards Industrial/Commercial District. The City finds the goals, objectives and financial success of such redevelopment project areas to be interdependent. The City therefore proposes to utilize incremental revenues received from one redevelopment project area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment areas. The City further finds that it is in the best interests of the City and in furtherance of the purposes of the Act that incremental revenues from the Stockyards Southeast Quadrant T.I.F. District, the proposed Stockyards Annex Redevelopment Project Area and the proposed 35th/Halsted T.I.F. District be made available to support the Stockyards Industrial/Commercial T.I.F. District and vice versa.*

*Note 2: The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs and other financing costs). Within this limit, adjustments may be made in line items without further amendment to Table Number 1.*

*(Sub)Exhibit "B".  
(To Resolution 97-CDC-14)*

*Stockyards Industrial/Commercial  
Tax Increment Financing District*

*Street Description.*

The street location of the Area is generally described as follows:

along West 47th Street, West 46th Street and West 43rd Street, from South Leavitt Street on the west to South Racine Avenue on the east; along South Damen Avenue, South Wolcott Avenue, South Ashland Avenue and South Racine Avenue, from West 47th Street on the south

to West Pershing Road on the north; and along West Pershing Road, from South Racine Avenue on the east to South Packers Avenue (extended) on the west.

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APPROVAL OF AMENDMENT NUMBER 3 TO  
STOCKYARDS SOUTHEAST QUADRANT  
INDUSTRIAL REDEVELOPMENT  
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of Amendment Number 3 to the Stockyards Southeast Quadrant Industrial Redevelopment Project Area, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, On February 26, 1992, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1994), as amended (the "Act"), the City Council of the City of Chicago (the "City") adopted ordinances approving and adopting the Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan (the "Plan") for the Stockyards Southeast Quadrant Industrial Redevelopment Project Area (the "Area"), designating the Area as a redevelopment project area pursuant to the Act and adopting tax increment allocation financing for the Area; and

WHEREAS, On September 14, 1994, the City Council of the City adopted Amendment Number 1 to the Plan with respect to the utilization of net incremental revenues received from the Area to pay for eligible redevelopment costs, or obligations to pay such costs, in the adjacent Stockyards Industrial/Commercial Redevelopment Area established by the City Council of the City on March 8, 1989, and vice versa; and

WHEREAS, On January 10, 1996, the City Council of the City adopted Amendment Number 2 to the Plan to allow for certain adjustments in line items in Table Number 1, "Estimated Redevelopment Project Costs -- Program Action/Improvements" (the "Plan Budget") without further amendment of the Plan and to add rehabilitation and relocation costs to the Plan Budget; and

WHEREAS, The City desires further to amend the Plan to (i) increase the total amount of the Plan Budget to accommodate new developments and City projects planned for vacant sites; (ii) provide the City with the ability to transfer tax increment revenue not allocated to projects in the Area to the adjacent Stockyards Annex Redevelopment Project Area established on December 11, 1996, and vice versa; and (iii) amend the Land-Use Map of the Plan to broaden the land uses acceptable for two (2) sites along Halsted Street, changing "Commercial" to "Commercial/Industrial"; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of Amendment Number 3 to the Plan (the "Amendment") pursuant to the Act on January 28, 1997, which Plan and Amendment are attached hereto as Exhibit A; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on December 12, 1996, by publication in the *Chicago Sun-Times* on December 31, 1996 and January 5, 1997, and by certified mail to taxpayers within the Area on January 17, 1997; and

WHEREAS, A meeting of the Joint Review Board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on December 23, 1996 at 10:00 A.M., concerning the approval of the Amendment; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 97-CDC-15 attached hereto as Exhibit B, adopted on January 28, 1997, recommending to the City Council approval of the Amendment, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan, the Amendment, testimony from the Hearing, if any, the recommendation of the Board if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

SECTION 1. Recitals. The recitals hereto are incorporated herein and made a part hereof.

SECTION 2. Approval of the Amendment. The City hereby approves the Amendment pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act.

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, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

*Exhibit "A".*

*City Of Chicago*

*Stockyards Southeast Quadrant Industrial Redevelopment Area*

*Tax Increment Allocation Finance Program*

*Redevelopment Plan And Project*

*September, 1991.*

*Executive Summary.*

*Goals And Objectives.*

General Goals:

- Improve the quality of life in Chicago by eliminating the influence of, as well as the manifestations of, both physical and economic blight in the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to make it an important center contributing to the revitalization of the Redevelopment Area.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety and general welfare of the City, and preserve or enhance the value of properties in the Redevelopment Project Area.
- Create suitable locations for industry.
- Create job opportunities.
- Achieve changes of land-use, through development of coordinated clusters of uses for neighborhood shopping and industry.



Redevelopment Objectives:

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a Blighted Area. Section IV of this document, Blighted Area Conditions Existing in the Redevelopment Project Area, describes the blighting conditions.
- Return tax delinquent properties back to the tax roles.
- Enhance the tax base of the City of Chicago and of the other taxing districts which extend into the Redevelopment Project Area by encouraging private investment in new commercial and industrial construction.
- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values and job opportunities.
- Encourage the assembly of land into parcels functionally adaptable with respect to shape and size for industrial redevelopment needs and standards.
- Provide needed incentives to encourage improvements for new development efforts.
- Improve the appearance and security of the Redevelopment Project Area by creating a new industrial area.
- Provide needed incentives to encourage a broad range of improvements in both new development and rehabilitation efforts.
- Encourage the participation of minorities and women in the development of the Redevelopment Project Area.

Development And Design Objectives:

- Establish a pattern of land-use activities arranged in compact, compatible groupings to increase efficiency of operation and economic relationships.
- Encourage coordinated development of parcels and structures in order to achieve efficient building design; unified off-street parking, trucking and service facilities; and appropriate access to nearby highways.
- Achieve development which is integrated both functionally and aesthetically with nearby existing development.

- Ensure safe and adequate circulation patterns and capacity in the project area.
- Encourage a high-quality appearance of buildings, rights-of-way and open spaces, and encourage high standards of design.
- Encourage development of usable industrial space of all sizes.

Based upon surveys, inspections, research and analysis of the area by Louik/Schneider & Associates, Inc., the Stockyards Southeast Quadrant Industrial Redevelopment Project Area qualifies as a vacant "blighted area" as defined by the Act. The area is characterized by the presence of two (2) of the blighting factors for vacant land as listed in the Act, impairing the sound growth of the taxing districts in the City of Chicago.

Specifically:

- Of the fourteen (14) factors set forth in the law, eleven (11) are present in the Study Area.
- The blighting factors which are present are reasonably distributed throughout the Study Area.
- All areas within the Study Area show the presence of blighting factors.

Based upon the findings of the Eligibility Study for the Stockyards Southeast Quadrant Industrial Area, the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan.

#### *Redevelopment Plan.*

The Redevelopment Plan proposes the development of approximately seventy (70) acres of new industrial facilities that will stimulate other industrial development by the private sector in the area outside of the proposed Redevelopment Project Area. In order to accomplish the City of Chicago objective of stimulating industrial development in the Stockyards Southeast Quadrant Industrial Redevelopment Area, public and private improvements need to take place. This Redevelopment Plan will make approximately seventy (70) acres of land available for industrial facilities development.

The proposed Stockyards Southeast Quadrant Industrial Redevelopment Project Area will require planning and programming of improvements. The redevelopment agreement will generally provide for the City to provide funding for necessary soil and site improvements. The funds for said improvements are to come from the City's issuance of bonds to be repaid from the incremental increase in tax revenues to be generated from the entire Redevelopment Project Area. Developers or users will undertake the responsibility for the required soil and site improvements, a portion of which may be paid for from the issuance of bonds, and will further be required to build any agreed to improvements and necessary ancillary improvements required for the project.

The estimated redevelopment project costs are shown in Table 1. To the extent that municipal obligations have been issued to pay for such redevelopment project costs included prior to, but in anticipation of, the adoption of tax increment financing, the City shall be reimbursed for such redevelopment project costs. The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest and other financing costs).

Table 1.

## Program Action/Improvements:

Land Acquisition	\$ 500,000
Demolition	3,500,000
Site Preparation	5,300,000
Environmental Remediation	2,500,000
Public Improvements	500,000
Job Training	500,000
Interest Subsidies	1,000,000
Contingencies	400,000
Planning, Legal, Studies, Etc.	300,000
<b>TOTAL PROJECT COST*</b>	<b>\$14,500,000</b>

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\*Exclusive of capitalized interest, issuance costs and other financing costs.

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued or incurred to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued or incurred, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

#### Issuance Of Obligations.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the T.I.F. redevelopment area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net tax increment revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on a part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

#### Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

The total 1989 equalized assessed valuation for the entire Redevelopment Project Area is Twenty Million Four Hundred Forty-eight Thousand Six Hundred Seven Dollars (\$20,448,607). This equalized assessed valuation is subject to final verification by Cook County. After verification, the County

Clerk of Cook County, Illinois will certify the amount, and this amount will serve as the "Initial Equalized Assessed Valuation".

*Anticipated Equalized Assessed Valuation.*

By the year 2000, when it is estimated that all the anticipated private development will be completed and fully assessed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at between Thirty-two Million Dollars (\$32,000,000) and Thirty-seven Million Dollars (\$37,000,000). These estimates are based on several key assumptions, including: 1) all new industrial development will be completed in 1998; 2) the market value of the anticipated developments will increase following completion of the redevelopment activities described in the Redevelopment Project and Plan; 3) the most recent State Multiplier of 1.9133 as applied to 1989 assessed values will remain unchanged; and 4) for the duration of the project the tax rate for the entire Redevelopment Project Area is assumed to be the same and will remain unchanged from the 1989 level.

*Introduction.*

The Stockyards Southeast Quadrant Industrial Redevelopment Project Area contains approximately two hundred twenty-eight and five-tenths (228.5) acres. The Redevelopment Project Area is bounded generally on the north by Exchange Avenue, on the east by Halsted Street, on the south by West 47th Street, and on the west by Packers Avenue. Halsted Street, 47th Street and Racine Avenue provide the major access to the Redevelopment Project Area. The Redevelopment Project Area is located in an area of Chicago that has excellent transportation access. The Dan Ryan Expressway lies one (1) mile east along 39th Street, Root Street to 43rd Street and 47th Street, and the Stevenson Expressway is one and five-tenths (1.5) miles north along Ashland Avenue. The location and boundaries of the Redevelopment Project Area are shown on Map 1, Project Boundary.

The Stockyards Southeast Quadrant Industrial Redevelopment Project Area is located in the New City Community Area within the area known as the former Union Stockyards which is primarily an industrial area. The Redevelopment Project Area is underutilized. It contains considerable areas of vacant land on which there is debris including cinders, bricks, concrete and wood. Some previous building improvements were removed in the 1960s due to their advanced state of decay. There are abandoned railroad tracks in portions of the Redevelopment Project Area.

The purpose of the Redevelopment Plan is to create a mechanism to allow for the development of a new industrial facility on the vacant and under-utilized land and to remove dilapidated structures to create an environment suitable for industrial development in the Redevelopment Project Area. The redevelopment of this Project Area is expected to encourage economic revitalization within the community and surrounding area.

#### Tax Increment Allocation Redevelopment Act.

An analysis of conditions within this area indicates that it is appropriate for designation as a redevelopment project, utilizing the State of Illinois tax increment financing legislation. The area is characterized by conditions which warrant the designation as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (hereafter referred to as the "Act"). The Act is found in the Illinois Revised Statutes, Chapter 24, Section 11-74.4-1, et seq., as amended.

The Act provides a means for municipalities, after the approval of a "Redevelopment Plan and Project", to redevelop blighted areas by pledging the increase in tax revenues generated by public and private redevelopment in order to pay for the up-front public costs which are required to stimulate such private investment in new redevelopment and rehabilitation. Municipalities may issue obligations to be repaid from the stream of real property tax increments that occur within the tax increment financing district.

The property tax increment revenue is calculated by determining the difference between the initial equalized assessed value (the Certified E.A.V. Base) for all real estate located within the district and the current year E.A.V.. Any increase in E.A.V. is then multiplied by the current tax rate, which determines the incremental real property tax.

The Stockyards Southeast Quadrant Industrial Redevelopment Area Project and Plan (hereafter referred to as the "Redevelopment Plan" has been formulated in accordance with the provision of the Act. It is a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project".

This Redevelopment Plan also specifically describes the Stockyards Southeast Quadrant Industrial Redevelopment Tax Increment Redevelopment Project Area (hereafter referred to as the "Redevelopment Project Area"). This area meets the eligibility requirement of the Act. The Redevelopment Project Area boundaries are described in Section II of the Redevelopment Plan and shown in Map 1, Boundary Map.

After its approval of the Redevelopment Plan, the City Council then formally designates the Redevelopment Project Area.

The purpose of this Redevelopment Plan is to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land-use, vehicular access, parking, service and urban design systems will meet modern-day principles and standards.
2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.
3. Within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of the Redevelopment Plan makes possible the implementation of a logical program to stimulate redevelopment in the Redevelopment Project Area -- an area which cannot reasonably be anticipated to be developed without the adoption of this Redevelopment Plan. Public investments will create the appropriate environment to attract the investment required for the rebuilding of the area.

Successful implementation of the Redevelopment Plan and Project requires that the City of Chicago take full advantage of the estate tax increments attributed to the Redevelopment Project as provided in accordance with the Act. The Redevelopment Project Area would not be reasonably developed without the use of such incremental revenues.

#### *Redevelopment Project Area And Legal Description.*

The Stockyards Southeast Quadrant Industrial Redevelopment Project Area is located approximately six (6) miles northwest of Chicago's Central Business District. The Redevelopment Project Area contains approximately two hundred twenty-eight and five tenths (228.5) acres. The Redevelopment Project Area is bounded generally on the north by West Exchange Avenue, on the east by South Halsted Street, on the south by West 47th Street, and on the west by South Packers Avenue. South Halsted Street, West 47th Street and South Racine Avenue provide the major access to the Redevelopment Project Area.

The legal description of the Stockyards Southeast Quadrant Industrial Redevelopment Project Area is as follows:

A tract of land in the northeast quarter, in the southeast quarter, and in the east half of the southwest quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of said Section 5; thence west along the south line of said southeast quarter 2,640 feet more or less, to the west line of said southeast quarter; thence north 1,320 feet along last said west line to the south line of the northeast quarter of the southwest quarter (being the south line of Packers Subdivision as recorded September 20, 1870 as Document Number 66615); thence west 910 feet along last said south line to a line 33 feet west of and parallel to the centerline of Packers Avenue; thence north 1,330 feet along last said line 33 feet west of the centerline of Packers Avenue to the north line of said southwest quarter of Section 5; thence east 910 feet more or less, along last said north line to the west line of the northeast quarter of said Section 5; thence north 962 feet along last said west line to the centerline of Exchange Avenue as shown on Stock yard Subdivision as recorded March 14, 1903 as Document Number 3362808; thence east 1,020 feet along the centerline of Exchange Avenue to the west line extended north of Donovan Industrial Park as recorded July 1, 1976 as Document Number 23542559; thence south 952 feet along last said west line to the centerline of 43rd Street (also being the south line of northeast quarter of said Section 5); thence east 320 feet along the centerline of 43rd Street to the centerline of Morgan Street as shown in said Donovan Industrial Park; thence north 250 feet along last said centerline of Morgan Street to the south line of the north 190 feet of Lot 4 extended west of said Donovan Industrial Park; thence east 620.4 feet along last said south line to the east line of Lot 4 of Donovan Industrial Park; thence north 660 feet more or less, along the east line of Lots 4 and 1 in Donovan Industrial Park to centerline of Exchange Avenue; thence east 710 feet along the centerline of Exchange Avenue to the east line of said Section 5; thence south along last said east line of Section 5 to the southeast corner of Section 5 being the place of beginning, all in Lake Township, Cook County, Illinois.

Property contains 228.5 acres, more or less.



*Redevelopment Project Area Goals And Objectives:*

General Goals:

- Improve the quality of life in Chicago by eliminating the influence of, as well as the manifestation of, both physical and economic blight in the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to make it an important center contributing to the revitalization of the Redevelopment Project Area.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties in the Redevelopment Project Area.
- Create suitable locations for industry.
- Create job opportunities.
- Achieve changes of land-use, through development of coordinated clusters of uses for neighborhood shopping and industry.

Redevelopment Objectives:

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a Blighted Area. Section IV of this document, Blighted Area Conditions Existing in the Redevelopment Project Area, describes the blighting conditions.
- Return tax delinquent properties back to the tax roles.
- Enhance the tax base of the City of Chicago and of the other taxing districts which extend into the Redevelopment Project Area by encouraging private investment in new commercial and industrial construction.
- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values and job opportunities.

- Encourage the assembly of land into parcels functionally adaptable with respect to shape and size for industrial redevelopment needs and standards.
- Provide needed incentives to encourage improvements for new development efforts.
- Improve the appearance and security of the Redevelopment Project Area by creating a new industrial area.
- Provide needed incentives to encourage a broad range of improvements in both new development and rehabilitation efforts.
- Encourage the participation of minorities and women in the development of the Redevelopment Project Area.

#### Development And Design Objectives:

- Establish a pattern of land-use activities arranged in compact, compatible groupings to increase efficiency of operation and economic relationships.
- Encourage coordinated development of parcels and structures in order to achieve efficient building design; unified off-street parking, trucking and service facilities; and appropriate access to nearby highways.
- Achieve development which is integrated both functionally and aesthetically with nearby existing development.
- Ensure safe and adequate circulation patterns and capacity in the Project Area.
- Encourage a high-quality appearance of buildings, rights-of-way and open spaces, and encourage high standards of design.
- Encourage development of usable industrial space of all sizes.

Investment in new development is essential in the Stockyards Southeast Quadrant Industrial Redevelopment Project Area. Development efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, an increased tax base and additional employment opportunities.

This section of the Redevelopment Plan identifies the goals and objectives of the Redevelopment Project Area. A latter section of the Redevelopment

Plan identifies more specific programs which the City plans to undertake in achieving the redevelopment goals and objectives which have been identified.

*Blighted Area Conditions Existing In  
The Redevelopment Project Area.*

Based upon surveys, inspections, research and analysis of the area by Louik/Schneider & Associates, Inc. the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. A separate report entitled "Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Financing District Eligibility Report", dated September, 1991 describes in detail the surveys and analysis undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. Summarized below are the findings of the Eligibility Report: The area is characterized by the presence of eleven (11) of the blighting factors for an improved area as listed in the Act, impairing the sound growth of the taxing districts in this area of the City. Specifically:

- Of the fourteen (14) factors set forth in the law, eleven (11) are present in the area.
- The blighting factors which are present are reasonably distributed throughout the Study Area.
- All areas within the Study Area shown the presence of blighting factors.

1. Age.

Age as a factor is present in two (2) of the three (3) blocks in the Study Area. Of the thirty (30) total buildings in the Study Area, twenty-one (21) (seventy percent (70%)) are thirty-five (35) years of age or older.

2. Dilapidation.

Dilapidation is present in two (2) parcels containing eleven (11) interconnected buildings. These buildings significantly impact one (1) block of the Study Area.

3. Obsolescence.

Obsolescence as a factor is present in two (2) of the three (3) blocks. Sixteen (16) of the thirty (30) structures (fifty-three percent (53%)) are obsolete and there are numerous parcels which are obsoletely platted.

4. Deterioration.

Deterioration as a factor is present in may of the parcels in the Study Area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas and site surface areas. Twenty-one (21) of the thirty (30) structures (seventy percent (70%)) are characterized by deterioration including four (4) parcels which contain structures that have deterioration of parking surfaces.

5. Illegal Use Of Individual Structures.

There was no evidence of structures which were illegal uses as defined by municipal ordinance.

6. Structures Below Minimum Code Standards.

Structures below the city's minimum code standards for existing buildings as a factor is present in one (1) parcel having a major impact on one (1) block.

7. Excessive Vacancies.

Excessive vacancies as a factor is present in two (2) of the three (3) blocks. Twelve (12) buildings were entirely vacant (forty percent (40%)) and another was partially vacant. The Study Area contains over seventy (70) acres of vacant under-utilized land (thirty-one percent (31%) of the entire area).

8. Overcrowding Of Structures And Community Facilities.

There was no evidence of overcrowding of structures in the Study Area.

9. Lack Of Ventilation, Light Or Sanitary Facilities.

Twelve (12) structures in the Study Area exhibit a lack of ventilation, light or sanitary facilities.

10. Inadequate Utilities.

Inadequate utilities are present in the interior area of one (1) block and in providing direct access to another block in the Study Area.

11. Excessive Land Coverage.

There was no evidence of excessive land coverage in the Study Area.

12. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present in fifty-four (54) parcels of the sixty-five (65) parcels (eighty-three percent (83%)) in the Study Area. Conditions contributing to this factor include outside storage areas, large tracts of vacant and under-utilized land, vacant and dilapidated structures and sub-standard streets limiting access to portions of the Study Area.

13. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present in twenty (20) of the thirty (30) structures (sixty-seven percent (67%)) in the Study Area. In addition, almost all vacant parcels have deteriorated surfaces and fly dumping. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas, and site improvements. Depreciation of physical maintenance is present in fifty (50) of the sixty-five (65) parcels (seventy-seven percent (77%)) in the Study Area.

14. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the Study Area. Conditions contributing to this factor include parcels of inadequate size, contemporary development in accordance with current day needs and standards, and the lack of reasonable development controls for building uses, setbacks, off-street parking and loading and the limited access provided by the present street system in combination with the vacant inaccessible land areas. The

area lacks an overall plan for coordinated development on a parcel by parcel basis. The entire Study Area exhibits this factor.

The analysis above was based upon data assembled by the City of Chicago, Department of Economic Development and Louik/Schneider & Associates, Inc.. The surveys, research and analysis conducted include:

1. exterior surveys of the condition and use of the Redevelopment Project Area;
2. field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. analysis of existing and previous uses and their relationships;
4. comparison of current land-use to current zoning ordinance and the current zoning maps;
5. historical analysis of site uses and users;
6. analysis of original and current platting and building size layout;
7. analysis to tax delinquency;
8. review of previously prepared plans, studies and data.

Based upon the findings of the Eligibility Study for Stockyards Southeast Quadrant Industrial Study Area, the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan.

*Stockyards Southeast Quadrant Industrial  
Redevelopment Project.*

A. Redevelopment Project Area Goal And Objectives.

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing, and by undertaking some or all of the following actions:

1. **Assemblage of Sites.** To achieve the renewal of the Redevelopment Project Area, properly identified in Map 3, Development Activities, attached hereto and made a part hereof, may be acquired by the City of Chicago and cleared of all improvements if any and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or facilities. The City may determine that to meet the renewal objectives of this Redevelopment Plan, other properties in the Redevelopment Project Area not scheduled for acquisition should be acquired, or certain property currently listed for acquisition should not be acquired. Acquisition of land for public rights-of-way will also be necessary for the portions of said rights-of-way that the City does not own (see Map 3).

As a necessary part of the redevelopment process, the City may hold and secure property which it has acquired and place it in temporary uses until such property is scheduled for disposition and redevelopment. Such uses may include, but are not limited to, project office facilities, parking or other uses the City may deem appropriate.

2. **Provision of Public Improvements and Facilities.** Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:
  - a. Construction of Packers Street.
  - b. Provision of utilities necessary to serve the redevelopment.
3. **Provision for Demolition and Environmental Remediation.** Funds may be made available for demolition and removal of dilapidated structures and any necessary environmental remediation required for such building sites.
  - a. Demolition of the former Hammond Warehouse, Inc. storage facility and any necessary environmental remediation will be accomplished through a redevelopment agreement with the Back of the Yards Neighborhood Council which is obtaining this property through the Cook County Tax Reactivation Program.
4. **Provision for Soil and Site Improvements.** Funds may be made available for improvement properties for the purpose of making land suitable for development.

- a. Entering into a redevelopment agreement for necessary soil preparation and site improvements in the Redevelopment Project Area.
5. Provision for Interest Subsidy. Funds may be made available to privately held properties for the purpose of reducing interest costs for the purpose of redeveloping properties.
6. Provision for Job Training. Funds may be made available for companies building or expanding facilities in the Project Area for the training of new employees or existing employees.
7. Redevelopment Agreements. Land assemblage shall be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in the Redevelopment Plan.

In the event that the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

#### B. Redevelopment Plan.

The Redevelopment Plan proposes the development of new industrial facilities that takes advantage of the Redevelopment Project Area's excellent location. The industrial facilities and ancillary services will cover almost all of the Stockyards Southeast Quadrant Industrial Redevelopment Project Area. The Redevelopment Project Area will allow for the development of one million (1,000,000) square feet of new industrial facilities employing approximately five hundred (500) persons.

The Redevelopment Plan proposes a redevelopment by the Back of the Yards Neighborhood Council (B.Y.N.C.) that will stimulate other industrial development by the private sector in the Redevelopment Project Area as well as areas outside of the Redevelopment Project Area. The purpose of B.Y.N.C.'s plan is the removal of eleven (11) multi-storied vacant and uninhabited storage buildings which were built at the turn of the century. These buildings are in a blighted state of repair and can not be rehabilitated. The buildings have no electricity, heat, they lack windows, doors and operating systems. The buildings are located on four hundred seventy-six thousand two hundred thirty-six (476,236) square feet of land (approximately eleven (11) acres), which will be developed with new industrial buildings when the eleven (11) buildings are demolished. In order



to accomplish the City of Chicago's objective of stimulating industrial development, numerous public and private improvements need to take place. This Redevelopment Plan will make approximately seventy (70) acres of land available for new industrial facilities development.

The proposed Stockyards Southeast Quadrant Industrial Redevelopment Project Area will require planning and programming of improvements. The redevelopment agreement will generally provide for the City to provide funding for necessary soil and site improvements. The funds for said improvements are to come from the City's issuance of bonds to be repaid from the incremental increase in tax revenues to be generated from the entire Redevelopment Project Area. Developers or users will undertake the responsibility for the required soil and site improvements, a portion of which may be paid for from the issuance of bonds, and will further be required to build any agreed to improvements and necessary ancillary improvements required for the project.

The Redevelopment Plan and Project conforms to the Comprehensive Plan of the City of Chicago.

#### C. General Land-Use Plan.

The Redevelopment Plan and the proposed projects described herein conform to the land-uses and development policies for the City as a whole as currently provided by the Comprehensive Plan of Chicago (1966).

#### D. Estimated Redevelopment Project Costs.

Redevelopment project costs mean the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Redevelopment Project pursuant to the State of Illinois Tax Increment Allocation Redevelopment Act. Such costs may include, without limitation, the following:

1. costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

3. cost of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures;
4. costs of the construction of public works or improvements;
5. costs of job training and retraining projects;
6. financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto;
7. all or a portion of a taxing district's capital costs resulting from the 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;
8. relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
9. payment in lieu of taxes;
10. costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;

11. interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
  - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
  - b. such payments in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
  - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph 11 then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
  - d. the total of such interest payments paid pursuant to this Act may not exceed thirty percent (30%) of the total of (i) costs paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.
  
12. Unless explicitly stated in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

The estimated redevelopment project costs are shown in Table 1. To the extent that municipal obligations have been issued to pay for such redevelopment project costs included prior to, but in anticipation of, the adoption of tax increment financing, the City shall be reimbursed for such redevelopment project costs. The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Redevelopment Plan.

Table 1.

## Estimated Redevelopment Project Costs.

## Program Action/Improvements:

Land Acquisition	\$ 500,000
Demolition	3,500,000
Site Preparation	5,300,000
Environmental Remediation	2,500,000
Public Improvements	500,000
Job Training	500,000
Interest Subsidies	1,000,000
Contingencies	400,000
Planning, Legal, Studies, Etc.	300,000
<b>TOTAL PROJECT COST*:</b>	<b>\$14,500,000</b>

## E. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued or incurred to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

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\*Exclusive of capitalized interest, issuance costs and other financing costs.

The tax increment revenue which will be used to fund tax increment obligations and eligible redevelopment project costs shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued or incurred, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate. Without the use of such tax incremental revenues, the Redevelopment Project Area would not reasonably be developed. All incremental revenues utilized by the City of Chicago will be utilized exclusively for the development of the Redevelopment Project Area.

#### Issuance Of Obligations.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the T.I.F. redevelopment area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on a part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of a parity or senior/junior lean natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund or optional redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for

distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

**Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.**

The total 1989 equalized assessed valuation for the entire Redevelopment Project Area is Twenty Million Four Hundred Forty-eight Thousand Six Hundred Seven Dollars (\$20,448,607). This equalized assessed valuation is subject to final verification by Cook County. After verification, the County Clerk of Cook County, Illinois will certify the amount, and this amount will serve as the "Initial Equalized Assessed Valuation".

**Anticipated Equalized Assessed Valuation.**

By the year 2000, when it is estimated that all the anticipated private development will be completed and fully assessed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at between Thirty-two Million Dollars (\$32,000,000) and Thirty-seven Million Dollars (\$37,000,000). These estimates are based on several key assumptions, including: 1) all industrial development will be completed in 1998; 2) the market value of the anticipated developments will increase following completion of the redevelopment activities described in the Redevelopment Project and Plan; 3) the most recent State Multiplier of 1.9133 as applied to 1989 assessed values will remain unchanged; and 4) for the duration of the project the tax rate for the entire Redevelopment Project Area is assumed to be the same and will remain unchanged from the 1989 level.

*Provision For Amending Action Plan.*

The Stockyards Southeast Quadrant Industrial Redevelopment Project Area Tax Increment Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

*Affirmative Action Plan.*

The City is committed to and will affirmatively implement the following principles with respect to the Stockyards Southeast Quadrant Industrial Redevelopment Project Area.

- A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed, or ancestry.
- B. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

Table 2.

## 1989 Equalized Assessed Valuation.

## Southeast Quadrant of the Stockyards 1989 Equalized Assessed Valuation.

Permanent Index Number	1989
20-05-200-004	\$ 12,377
20-05-200-008	1,749,755
20-05-200-015	34,395
20-05-200-019	3,664
20-05-200-045	1,538
20-05-200-046	4,001
20-05-200-047	4,163
20-05-200-048	1,184,715
20-05-200-049	18,801
20-05-200-050	1,846,319

Permanent Index Number	1989
20-05-200-067	\$ 25,787
20-05-200-068	2,397
20-05-200-070	3,432
20-05-200-071	237
20-05-200-072	2,177
20-05-200-073	9,190
20-05-200-074	7,179
20-05-200-075	14,742
20-05-200-076	165,045
20-05-200-077	1,270
20-05-200-083	519
20-05-200-088	222,184
20-05-200-094	237,532
20-05-200-095	115,799
20-05-200-096	216,193
20-05-200-100	0
20-05-200-105	209,734
20-05-200-106	9,899
20-05-200-112	1,791,645
20-05-200-113	132,773



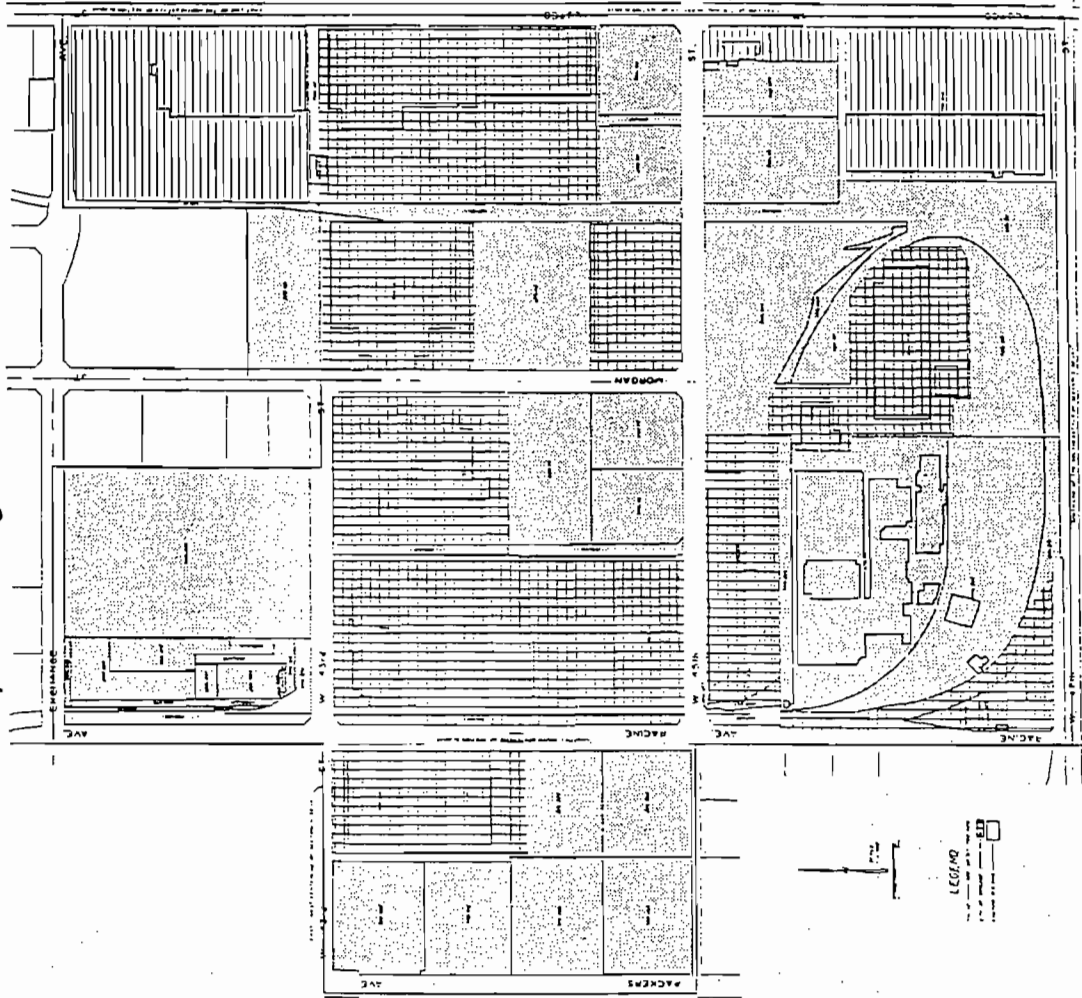
Permanent Index Number	1989
20-05-200-114	\$ 84,855
20-05-200-115	50,655
20-05-200-116	49,384
20-05-200-117	94,272
20-05-200-118	252,904
20-05-200-119	283,274
20-05-200-120	220,881
20-05-200-132	1,934,760
20-05-200-133	1,331,856
20-05-200-135	37,985
20-05-200-138	13,676
20-05-200-140	71,043
20-05-200-141	63,376
20-05-200-144	14,382
20-05-200-145	24,258
20-05-200-146	2,282,820
20-05-200-147	581,157
20-05-200-148	7,121
20-05-302-003	81,034
20-05-302-007	73,128

Permanent Index Number	1989
20-05-302-009	\$ 77,058
20-05-302-010	821,175
20-05-302-011	687,816
20-05-302-012	74,399
20-05-400-003	12,877
20-05-400-004	1,576,764
20-05-400-006	48,542
20-05-400-007	674,199
20-05-400-009	210,663
20-05-400-011	462,720
20-05-400-012	165,041
20-05-400-014	51,774
20-05-400-015	0
20-05-400-016	5,296
TOTAL:	\$20,448,607

[Map 1 referred to in this Stockyards Southeast Quadrant  
Industrial Redevelopment Plan and Project  
unavailable at time of printing.]

[Maps 2 and 3 referred to in this Stockyards Southeast Quadrant  
Industrial Redevelopment Plan and Project printed  
on pages 41207 through 41208  
of this Journal.]

Map 2 Existing Land-Use

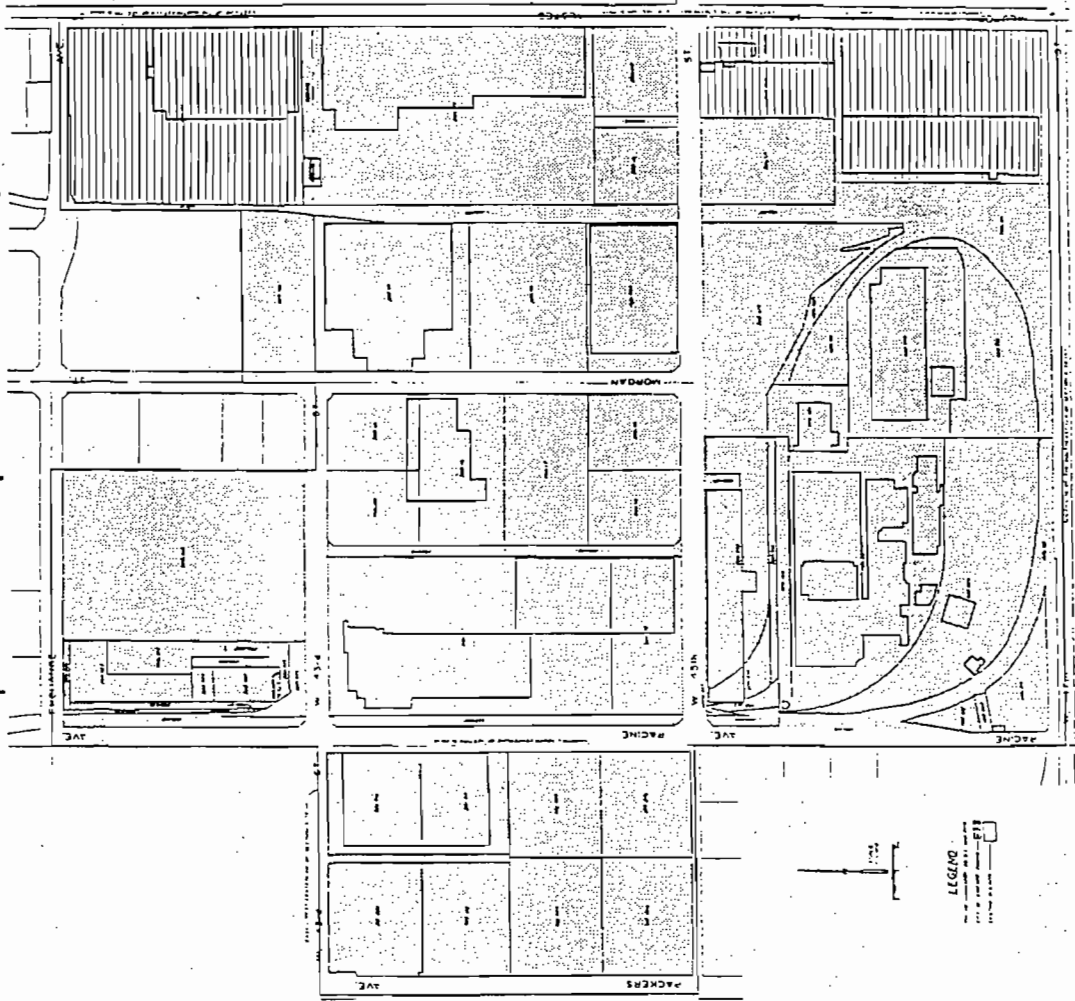


Stackyards  
 Southeast Quadrant Industrial  
 Redevelopment Project Area  
 Redevelopment Plan  
 City of Chicago  
 September, 1991  
 Prepared by: Louik / Schneider &  
 Associates

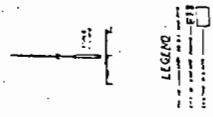
Industrial  
 Vacant  
 Commercial

Map 3.

Map 3 Redevelopment Plan / Proposed Land-Use



Stockyards  
 Southeast Quadrant Industrial  
 Redevelopment Project Area  
 Redevelopment Plan  
 City of Chicago  
 September, 1991  
 Prepared by: Louik/Schnelker &  
 Associates



Industrial  
 Commercial

*Plan Amendment Number 3.*

*Stockyards Southeast Quadrant  
Tax Increment Finance Program  
Redevelopment Plan.*

The City proposes an amendment (the "Plan Amendment Number 3") for the Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan and Project (the "Plan") to modify Table Number 1 (estimated redevelopment project costs -- program action/improvements) to adjust the budgets of individual program action/improvements to accommodate anticipated new projects and new projections of incremental revenue. Plan Amendment Number 3 will provide the City with greater flexibility when considering financial assistance for redevelopment proposals.

The Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan and Project (the "Plan and Project") of the City of Chicago approved by ordinance and adopted on February 26, 1992, and as amended by ordinance adopted on September 14, 1994, and ordinance adopted on January 10, 1996 is further amended as follows:

Revised Table Number 1, dated September, 1995, is replaced by:

Revised Table Number 1 (See Attachment 1).

Map 3, Redevelopment Plan/Proposed Land-Use is replaced by:

Maps 3, Redevelopment Plan/Proposed Land-Use (See Attachment 2).

[Attachment 2 referred to in this Plan Amendment Number 3  
printed on page 41212 of this Journal.]

Attachment 1 referred to in this Plan Amendment Number 3 reads as follows:

*Attachment 1.**Plan Amendment Number 3.**Stockyards Southeast Quadrant Industrial Redevelopment Area  
Tax Increment Allocation Finance Program  
Redevelopment Plan And Project.**Revised Table Number 1.**"Estimated Redevelopment Project Costs".*

	Original Program Action/ Improvements	Original Estimated Project Cost	Amended Program Action/ Improvements	Amended Estimated Project Cost
1)	Land Acquisition:	\$ 500,000	Land Acquisition:	\$ 8,000,000
2)	Demolition:	3,500,000	Demolition:	5,000,000
3)	Site Preparation:	5,300,000	Site Preparation:	4,000,000
4)	Environmental Remediation:	2,500,000	Environmental Remediation:	3,000,000
5)	Public Improvements:	500,000	Public Improvements:	1,500,000
6)	Job Training:	500,000	Job Training:	500,000
7)	Interest Subsidies:	1,000,000	Interest Subsidies:	1,000,000
8)	Contingencies:	400,000	Deleted:	-0-
9)	Planning, Legal Studies, Etc.:	300,000	Planning, Legal Studies, Etc.:	600,000

	Original Program Action/ Improvements	Original Estimated Project Cost	Amended Program Action/ Improvements	Amended Estimated Project Cost
10)	Not Listed	\$ -0-	<b>Rehabilitation Costs:</b>	<b>\$ 2,500,000</b>
11)	Not Listed	-0-	<b>Relocation Costs:</b>	<b>500,000</b>
<hr/>				
<b>TOTAL PROJECT COSTS:</b>		<b>\$14,500,000</b>		<b>\$26,600,000</b>

Note: The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs and other financing costs). Within this limit, adjustments may be made in line items without further amendment to Table Number 1 in the Plan and Project. Line items and/or estimated redevelopment project costs in bold type are revisions to Table Number 1 found in the original Plan and Project.

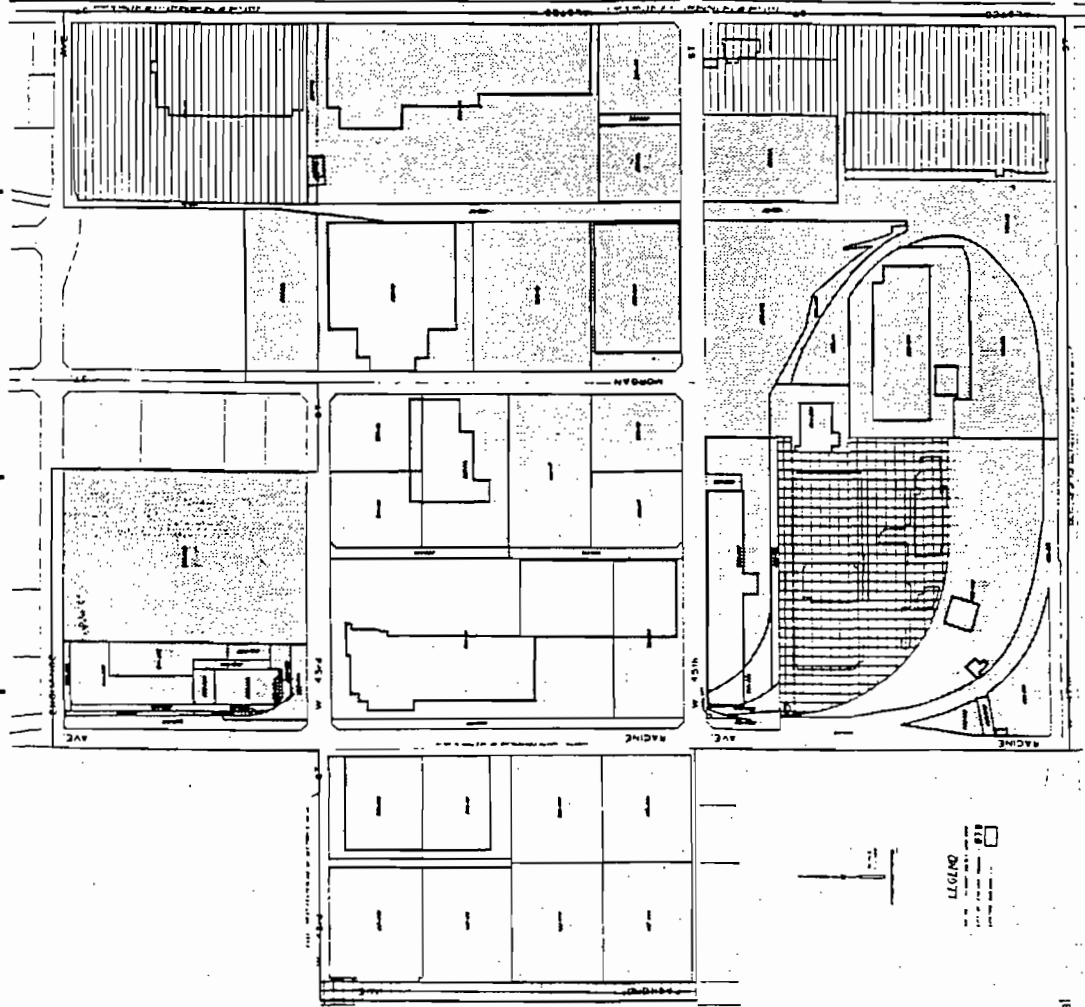
The following text is inserted at the foot of the Table:

Note 1. The Stockyards Southeast Quadrant Industrial Redevelopment Project Area and the Stockyards Annex Redevelopment Project Area are contiguous to each other and to the Stockyards Industrial/Commercial Redevelopment Project Area established on March 9, 1989. The City finds the goals, objectives and financial success of such redevelopment project area to be interdependent. The City therefore proposes to utilize incremental revenues received from one redevelopment project area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment areas. The City further finds that it is in the best interests of the City and in furtherance of the purposes of the Act that incremental revenues from the Stockyards Southeast Quadrant Industrial Redevelopment Project Area be made payable to support the Stockyards Industrial/Commercial Redevelopment Project Area and the Stockyard Annex Redevelopment Project Area, and vice versa.

Attachment 2.

Map 3.

Map 3 Redevelopment Plan / Proposed Land-Use



Stockyards  
 Southeast Quadrant Industrial  
 Redevelopment Project Area  
 Redevelopment Plan  
 City of Chicago  
 September, 1991  
 Prepared by: Louik/Schneider &  
 Associates

LEGEND

- Industrial
- Industrial / Commercial
- Properties which may need to be acquired



*Exhibit "B".*

State of Illinois )  
                          ) SS.  
County of Cook )

*Certificate.*

I, Darlene Cowan, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a Special Meeting held on the 28th day of January, 1997, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 30th day of January, 1997.

(Signed)           Darlene Cowan            
                          Assistant Secretary

Resolution 97-CDC-15 referred to in this Certificate reads as follows:

*Community Development Commission*

*Of The*

*City Of Chicago*

*Resolution 97-CDC-15*

*Recommending To The City Council Of*

*The City Of Chicago*

*For The*

*Stockyards Southeast Quadrant*

*Tax Increment Financing*

*Redevelopment Project Area:*

*Approval Of*

*Amendment Number 3*

*To The*

*Redevelopment Plan.*

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Chapter 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted a review of the Stockyards Southeast Quadrant Tax Increment Finance Program Redevelopment Plan and Project (the "Plan") and Amendment Number 3 to the Plan; and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan or an amendment, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Plan was made available for public inspection and review beginning December 9, 1996, being a date prior to the adoption by the Commission of Resolution 96-CDC-78 on December 10, 1996 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on December 31, 1996, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on January 5, 1997, both in the *Chicago Sun-Times*, being a newspaper of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the area, on January 17, 1997, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on December 12, 1996, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on December 12, 1996, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on January 28, 1997 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to the City Council regarding amendment of the Plan; and

Whereas, The Board meeting was convened on December 23, 1996 at 10:00 A.M. (being a date no more than fourteen (14) days following the mailing of the notice to all taxing districts on December 12, 1996) in Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory

recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Commission has reviewed Amendment Number 3 to the Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to the City Council amendment of the Plan; now, therefore,

Be It Resolved By The Community Development Commission Of The City Of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. The Plan as amended meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years.

Section 3. The Commission hereby recommends that the City Council approve Amendment Number 3 to the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 5. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be effective as of the date of its adoption.

Section 7. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: January 28, 1997.

(Sub)Exhibits "A" and "B" referred to in this Resolution 97-CDC-15 read as follows:

*(Sub)Exhibit "A".*  
(To Resolution 97-CDC-15)

*Plan Amendment Number 3.*

*Stockyards Southeast Quadrant  
Tax Increment Finance Program  
Redevelopment Plan.*

*December 10, 1996.*

The City proposed an amendment (the "Plan Amendment Number 3") for the Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan and Project (the "Plan") to modify Table Number 1 (estimated redevelopment project costs -- program action/improvements) to adjust the budgets of individual program action/improvements to accommodate anticipated new projects and new projections of incremental revenue. Plan Amendment Number 3 will provide the City with greater flexibility when considering financial assistance for redevelopment proposals.

The Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan and Project (the "Plan and Project") of the City of Chicago approved by ordinance and adopted on February 26, 1992, and as amended by ordinance adopted on September 14, 1994, and ordinance adopted on January 10, 1996 is further amended as follows:

Revised Table Number 1, dated September, 1995, is replaced by:

Revised Table Number 1, dated December 10, 1996 (See Attachment 1).

Map 3, Redevelopment Plan/Proposed Land-Use is replaced by:

Maps 3, Redevelopment Plan/Proposed Land-Use, dated December 10, 1996 (See Attachment 2).

[Attachment 2 referred to in this Plan Amendment Number 3  
unavailable at time of printing.]

Attachment 1 referred to in this Plan Amendment Number 3 reads as follows:

*Attachment 1.*

*Plan Amendment Number 3.*

*Stockyards Southeast Quadrant Industrial Redevelopment Area  
Tax Increment Allocation Finance Program  
Redevelopment Plan And Project.*

Revised Table Number 1, Dated December 10, 1996.

"Estimated Redevelopment Project Costs".

	Original Program Action/ Improvements	Original Estimated Project Cost	Amended Program Action/ Improvements	Amended Estimated Project Cost
1)	Land Acquisition:	\$ 500,000	Land Acquisition:	\$ 8,000,000
2)	Demolition:	3,500,000	Demolition:	5,000,000
3)	Site Preparation:	5,300,000	Site Preparation:	4,000,000
4)	Environmental Remediation:	2,500,000	Environmental Remediation:	3,000,000

	Original Program Action/ Improvements	Original Estimated Project Cost	Amended Program Action/ Improvements	Amended Estimated Project Cost
5)	Public Improvements:	500,000	Public Improvements:	<b>1,500,000</b>
6)	Job Training:	500,000	Job Training:	500,000
7)	Interest Subsidies:	1,000,000	Interest Subsidies:	1,000,000
8)	Contingencies:	400,000	Deleted:	-0-
9)	Planning, Legal, Studies, Etc.:	300,000	Planning, Legal, Studies, Etc.:	<b>600,000</b>
10)	Not Listed	-0-	Rehabilitation Costs:	<b>2,500,000</b>
11)	Not Listed	-0-	Relocation Costs:	<b>500,000</b>
<b>TOTAL PROJECT COSTS:</b>		<b>\$14,500,000</b>		<b>\$26,600,000</b>

Note: The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs and other financing costs). Within this limit, adjustments may be made in line items without further amendment to Table Number 1 in the Plan and Project. Line items and/or estimated redevelopment project costs in bold type are revisions to Table Number 1 found in the original Plan and Project.

The following text is inserted at the foot of the Table:

Note 1. The Stockyards Southeast Quadrant T.I.F. District and the proposed Stockyards Annex Redevelopment Project T.I.F. District are contiguous to each other and to the Stockyards Industrial/Commercial Redevelopment District. The City finds the goals, objectives and financial success of such redevelopment project areas to be interdependent. The City therefore proposes to utilize incremental revenues received from one (1) redevelopment project area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment areas. The City further finds that it is in the best interests of the City and in furtherance of the purposes of the Act that incremental revenues from the Stockyards

Southeast Quadrant T.I.F. District be made available to support the Stockyards Industrial/Commercial T.I.F. and the proposed Stockyards Annex Redevelopment Project Area District, and vice versa.

*(Sub)Exhibit "B".*  
(To Resolution 97-CDC-15)

*Stockyards Southeast Quadrant T.I.F. District.*

*Street Description.*

Stockyards Southeast Quadrant Industrial Redevelopment Area established by the City on February 26, 1992 (the "Area"). The street location of the Area is generally described as follow:

bounded generally on the north by West Exchange Avenue; on the east by South Halsted Street; on the south by West 47th Street; and on the west by South Packers Avenue.

---

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE  
FEE EXEMPTIONS, CANCELLATION OF WATER RATES  
AND WAIVER OF FEES FOR CERTAIN CHARITABLE,  
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, to which had been referred October 2, 1995, January 14, February 7 and 26, 1997 sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates and waiver of fees for certain



charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances, substitute ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the said proposed ordinances, substitute ordinances and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

#### FREE PERMITS.

*Anshe Emet Synagogue.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge,

notwithstanding other ordinances of the City of Chicago to the contrary, to Anshe Emet Synagogue for repairing damages to the premises known as 3760 North Pine Grove Avenue.

Said building shall be used exclusively for the non-profit activities of Anshe Emet Synagogue and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

---

*Antioch Missionary Baptist Church.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Antioch Missionary Baptist Church for the construction of a new church on the said premises known as 425 West 116th Street.

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

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

---

*Richard J. Daley Center.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner

of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Richard J. Daley Center, 50 West Washington Street, for construction of new court facilities on the 30th floor of the Richard J. Daley Center on the premises known as 50 West Washington Street.

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

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

---

*De Paul University.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to DePaul University for construction of a Biology and Environmental Sciences Center on the premises known as 2335 North Clifton Avenue.

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

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

---

*Extended Home Living Services, Inc.*  
(For Premises At 6740 North Edgebrook Terrace)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water, 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 Extended Home Living Services, Inc. for rehabilitation/modifications to the existing structure making Chicago Police Officer James Mullen's home handicapped accessible on the premises known as 6740 North Edgebrook Terrace.

The work thereon shall be done in accordance with plans submitted.

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

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*Fernwood Park/Chicago Park District.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Park District for the construction of a swimming pool in Fernwood Park on the premises known as 10436 South Wallace Avenue.

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

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

## LICENSE FEE EXEMPTION.

*Hospital.*

*Schwab Rehabilitation Hospital And Care Network.*

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

SECTION 1. Pursuant to Section 4-84-030 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the Annual Hospital License fee (Code 1375) for the period of February 16, 1997 through February 15, 1998:

Schwab Rehabilitation Hospital and Care Network  
1401 South California Boulevard.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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CANCELLATION OF WATER RATES.

*Telshe Yeshiva/Rabbinical College Of Telshe.*  
(5118 North Drake Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments in the amount of \$272.78, charged to Telshe Yeshiva/Chicago (Rabbinical College of Telshe), 5118 North Drake Avenue, Account Number 540207350008.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

*Telshe Yeshiva/Rabbinical College Of Telshe.*  
(5359 North Bernard Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments in the amount of \$1,853.21, charged to Telshe Yeshiva/Chicago (Rabbinical College of Telshe), 5359 North Bernard Street, Account Number 540193450001.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*Telshe Yeshiva/Rabbinical College Of Telshe.*  
(5748 North Bernard Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments in the amount of \$232.24, charged to Telshe Yeshiva/Chicago (Rabbinical College of Telshe), 5748 North Bernard Street, Account Number 540258120007.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*Telshe Yeshiva/Rabbinical College Of Telshe.*  
(5819 North Bernard Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments in the amount of \$252.70, charged to Telshe Yeshiva/Chicago (Rabbinical College of Telshe), 5819 North Bernard Street, Account Number 540251860001.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*Telshe Yeshiva/Rabbinical College Of Telshe.*  
(6026 North Monticello Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments in the amount of \$1,055.65, charged to Telshe Yeshiva/Chicago (Rabbinical College of Telshe), 6026 North Monticello Avenue, Account Number 540254870004.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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WAIVER OF FEES.

*Food Vendor And Itinerant Merchant Permits.*

*Saint Bartholomew Church Carnival.*

*Ordered, That the Director of the Department of Revenue of the City of Chicago waive the permit fees for food vendors and itinerant merchants participating in the Saint Bartholomew Church Carnival, 4949 West Patterson Avenue, to be conducted on North Lavergne Avenue, between 3601 and 3639 and the east/west alley of the 4900 block, from West Addison Street to West Patterson Avenue, for the period of June 11 through June 15, 1997.*

*Saint Pascal Church Carnival.*

*Ordered,* That the Director of the Department of Revenue of the City of Chicago waive the permit fees for food vendors and itinerant merchants participating in the Saint Pascal Church Carnival, 3935 North Melvina Avenue, to be conducted on North Melvina Avenue, from West Irving Park Road to the first alley south thereof and on North Moody Avenue, from West Irving Park Road to the first alley south thereof, for the period of June 4 through June 8, 1997.

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*Special Event Licenses.*

*The National Multiple Sclerosis Society.*

*Ordered,* That the Director of the City Department of Revenue waive the Special Event Raffle License fee in the amount of \$100.00 for The National Multiple Sclerosis Society for their annual raffle to be conducted on the property located at 1901 West Madison Street, for the period beginning March 15, 1997 and ending on March 15, 1998.

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*Saint Symphorosa Parish Festival.*

*Ordered,* That the Director of the Department of Revenue is hereby authorized and directed to waive the Special Event License fees for the Saint Symphorosa Parish Festival, to be conducted on the property located at 6135 South Austin Avenue, for the period beginning July 10, 1997 and ending July 13, 1997.



*Street Closing Permits.*

*Saint Bartholomew Church Carnival.*

*Ordered,* That the Commissioner of Transportation is hereby authorized and directed to waive the permit fees for the closing of North Lavergne Avenue, between 3601 and 3629 and the east/west alley of the 4900 block, from West Addison Street to West Patterson Avenue, in conjunction with the Saint Bartholomew Church Carnival, 4949 West Patterson Avenue, for the period of June 11 through June 15, 1997.

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*Saint Pascal Church Carnival.*

*Ordered,* That the Commissioner of Transportation is hereby authorized and directed to waive the permit fees for the closing of North Melvina Avenue from West Irving Park Road to the first alley south thereof and North Moody Avenue, from West Irving Park Road to the first alley south thereof, in conjunction with the Saint Pascal Church Carnival, 3935 North Melvina Avenue, for the period of June 4 through June 8, 1997.

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**EXEMPTION OF THE CORE FOUNDATION FROM PAYMENT  
OF ALL CITY FEES FOR YEAR 1997 UNDER  
NOT-FOR-PROFIT STATUS.**

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance submitted by Alderman Haithcock (2nd Ward) exempting The Core Foundation from payment of all City permit and license fees for the year 1997, 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 committee's recommendation was *Concurred In* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The CORE Foundation, a not-for-profit Illinois corporation, related to erection and maintenance of a building and other structures, and appurtenances thereto, at 2020 West Harrison Street, Chicago, Illinois.

Said building, structures and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago, and departmental requirements of various

departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The CORE Foundation, a not-for-profit Illinois corporation, engaged in charitable, cultural, educational and related activities, shall be exempt from the payment of City license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. The CORE Foundation shall be entitled to a refund of City fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1997.

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AUTHORIZATION FOR CANCELLATION OF WARRANTS  
FOR COLLECTION ISSUED AGAINST  
RAVENSWOOD HOSPITAL.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against Ravenswood Hospital, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 49.

*Nays* -- None.

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

Alderman Schulte was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said order as passed:

*Ordered*, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against Ravenswood Hospital, 4550 North Winchester Avenue, as follows:

Warrant Number And Type Of Inspection	Amount
B1-619832 (Bldg.)	\$140.00
B3-604822 (Pub. Place of Assemb.)	60.00
B3-604823 (Pub. Place of Assemb.)	60.00
D1-623040 (Sign)	38.00
D1-623041 (Sign)	38.00
D1-631611 (Sign)	75.00

Warrant Number And Type Of Inspection	Amount
D1-631612 (Sign)	\$22.00
D1-631613 (Sign)	22.00
D1-631614 (Sign)	22.00
D1-631615 (Sign)	22.00
D1-631616 (Sign)	22.00
D1-631617 (Sign)	22.00
P1-604158 (Fuel Burn. Equip.)	45.00

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AUTHORIZATION FOR CANCELLATION OF WARRANTS  
FOR COLLECTION ISSUED AGAINST CERTAIN  
CHARITABLE, EDUCATIONAL AND  
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

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

Name And Address	Warrant Number And Type Of Inspection	Amount
Jane Addams Hull House Association/Project Team 5650 North Western Avenue	F4-615995 (Mech. Vent.)	\$ 40.00
Anixter Center 2032 North Clybourn Avenue	D1-618700 (Sign)	16.00

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Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-618701 (Sign)	\$ 16.00
Chicago Latin School 1531 North Dearborn Street	P1-603819 (Fuel Burn. Equip.)	300.00
Convent of Sacred Heart 6250 North Sheridan Road	A1-604478 (Elev.)	120.00
Copernicus Foundation 5216 West Lawrence Avenue	A1-604427 (Elev.)	60.00
Ezra-Habonim Congregation 2620 West Touhy Avenue	D1-630093 (Sign)	44.00
Good Shepherd Church 6435 West Belmont Avenue	P1-605255 (Fuel Burn. Equip.)	135.00
Ida Crown Jewish Academy 2828 West Pratt Avenue	P1-605702 (Fuel Burn. Equip.)	355.00
Menomonee Club 244 West Willow Street	B1-619786 (Bldg.)	40.00
	Invoice Number 96840116487 (Sign/1996)	50.00
	Invoice Number 96840116487 (Sign/1997)	50.00
Northwestern Memorial Hospital (various locations)	B2-604622 (Canopy/Rev. Door)	25.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	Account Number R0-3149280-A (Sign)	\$1,009.00
	Account Number R0-3149280-A (Sign)	1,932.00
	Account Number R0-3149280-A (Sign)	141.00
	Account Number R0-3189259-A (Sign)	162.00
	Account Number R0-3069278-A (Sign)	64.00
	Account Number R0-3249242-A (Sign)	85.00
	Account Number R0-3189259-A (Sign)	50.00
	Account Number R0-3059284-A (Sign)	50.00
Norwegian Lutheran Home 2833 North Nordica Avenue	Invoice Number 96840113484 (Sign)	50.00
Norwood Park Home 7818 West Higgins Road	D1-626878 (Sign)	38.00



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## REPORTS OF COMMITTEES

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Name and Address	Warrant Number And Type Of Inspection	Amount
Saint Joseph Hospital 2800 North Lake Shore Drive	Invoice Number 96840112066 (Sign)	\$750.00
	Invoice Number 96840113063 (Sign)	75.00
Schwab Rehabilitation Hospital and Care Network 5470 West Roosevelt Road	D1-610056 (Sign)	44.00
Selfhelp Home for the Aged 904 -- 908 West Argyle Street	A1-206517 (Elev.)	---
	B1-206370 (Bldg.)	---
	C2-201867 (Refrig.)	---
	F4-21294 (Mech. Vent.)	---
	P1-102060 (Fuel Burn. Equip.)	---
Senn High School 5900 North Ridge Avenue	D1-620881 (Sign)	---
South Chicago Parents/Friends 10241 South Commercial Avenue	Invoice Number 96840113420 (Sign)	155.00
Westtown Training Center 1801 North Spaulding Avenue	Invoice Number 96840117073-A (Sign)	50.00

Name and Address	Warrant Number And Type Of Inspection	Amount
Louis A. Weiss Memorial Hospital 4646 North Marine Drive	Invoice Number 96840113531 (Sign)	\$1,073.00
	Invoice Number 96840113534 (Sign)	1,665.00
	Invoice Number 96840113537 (Sign)	985.00
	Invoice Number 96840113540 (Sign)	50.00
	Invoice Number 96840113543 (Sign)	365.00

WAIVER OF DEMOLITION LIENS ON PROPERTIES  
 AT 9810 SOUTH ESCANABA AVENUE  
 AND 10526 SOUTH AVENUE B.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration two ordinances submitted by Alderman Buchanan (10th Ward), authorizing the waiver, release and cancellation of demolition liens on properties at 9810 South Escanaba Avenue and 10526 South Avenue B, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*10526 South Avenue B.*

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition liens in the amount of Three Thousand Eight Hundred Sixty-two and no/100 Dollars (\$3,862.00) entered against the property located at 10526 South Avenue B, Chicago, Illinois, Permanent Index Number 26-08-407-034, Case Number 95CH2477.

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

*9810 South Escanaba Avenue.*

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition liens in the amount of Two Thousand Five Hundred Ninety-one and no/100 Dollars (\$2,591.00) entered against the property located at 9810 South Escanaba Avenue, Chicago, Illinois, Permanent Index Number 26-07-140-014, Case Number 91M1403936.

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

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CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT  
BEHIND 4736 SOUTH WABASH AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an order submitted by Alderman Tillman (3rd Ward), authorizing the Commissioner of Transportation to give consideration to the installation of an alleylight at 4736 South Wabash Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 4736 South Wabash Avenue.

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REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL  
POLICE EMPLOYED BY MERCY HOSPITAL  
AND MEDICAL CENTER.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Haithcock (2nd Ward), authorizing a reduction in license fees for the employment of special police by Mercy Hospital and Medical Center, at the Stevenson Expressway and Dr. Martin Luther King, Jr. Drive facility for the year 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Chapter 280, Section 050, of the Municipal Code of the City of Chicago, the following charitable institution employs thirty (30) special police and shall pay a fee of Ten and no/100 Dollars (\$10.00) per license for the year of 1997:

Mercy Hospital and Medical Center  
Adlai E. Stevenson Expressway at Dr. Martin Luther King, Jr. Drive.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR 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, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered.* That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 41245 through  
41253 of this Journal.]

; and

*Be It Further Ordered.* That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical 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 Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 41254 through  
41256 of this Journal.]



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## REPORTS OF COMMITTEES

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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/19/97

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	ROSEMARY	POLICE OFFICER	SIXTEENTH DISTRICT	2/10/96 711.00
AQUILERA	DANIEL	POLICE OFFICER	FIFTH DISTRICT	11/24/96 300.00
AQUILERA	EDWARD M	POLICE OFFICER	FOURTH DISTRICT	11/21/96 2541.93
ACUINAGA	JOSEPH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	11/20/96 269.00
ALKOVICH	WILLIAM	POLICE OFFICER	FOURTH DISTRICT	12/10/95 140.00
ALLEN	BRIAN D	POLICE OFFICER	SIXTH DISTRICT	11/28/96 449.00
ALVARADO	GEORGE L	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/96 948.25
AMEZQUITA	SONIA	POLICE OFFICER	THIRTEENTH DISTRICT	11/15/96 2976.00
ANDERSON-MORALES	MARIANNE Y	POLICE OFFICER	FOURTEENTH DISTRICT	11/06/96 20.00
ANGELO	DEAN	POLICE OFFICER	SIXTEENTH DISTRICT	7/20/96 873.75
ANGSTEN	JAMES E	POLICE OFFICER	FOURTEENTH DISTRICT	11/20/96 430.85
ANKLIN	KRISTEN J	POLICE OFFICER	RECRUIT TRAINING	1/14/96 6.00
ANTHONY	GWANA R	POLICE OFFICER	SIXTH DISTRICT	11/09/96 189.30
AUGLE	DALE	POLICE OFFICER	EIGHTEENTH DISTRICT	11/27/96 334.00
AUGUSTIN	YVENE M	POLICE OFFICER	SIXTH DISTRICT	7/17/95 512.40
AVENT	MARY	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	2/28/96 1051.00
AXIUM	JACK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/03/96 3119.68
BANIEWICZ	ROBERT A	POLICE OFFICER	TENTH DISTRICT	6/30/94 45.00
BARNES	MAURICE	POLICE OFFICER	NARCOTICS SECTION	4/04/96 106.25
BEACH	RONALD	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/08/96 100.00
BEASLEY	ALEXANDER	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/23/96 468.17
BEILKE	DAWN M	POLICE OFFICER	NINTH DISTRICT	5/30/96 1512.89
BELCZAK	ROBERT J	POLICE OFFICER	EIGHTH DISTRICT	11/28/96 333.63
BENIGNO	JOSEPH C	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	7/17/95 140.25
BIKULCIUS	EUGENE S	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/09/96 280.00
BLASZCZYK	JAMES S	POLICE OFFICER	EIGHTH DISTRICT	2/21/96 170.00
BLISSITT	SHIRLEY M	POLICE OFFICER	OFFICE OF EMERGENCY COMMUNICAT	4/16/93 612.50
BODDIE	WALTER L	POLICE OFFICER	FIRST DISTRICT	8/28/96 572.60
BODIE	MAE	POLICE OFFICER	FIFTEENTH DISTRICT	6/25/96 490.00
BOLGER	TIMOTHY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/26/95 377.70
BONDS	MARVIN V	POLICE OFFICER	SECOND DISTRICT	11/22/96 303.00
BOWERY	CHARLES J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/01/96 127.00
BOYCE	THOMAS R	POLICE OFFICER	SIXTEENTH DISTRICT	10/25/95 1460.00
BOYD	JACQUE	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	12/27/94 177.00
BRATTON	MARK C	POLICE OFFICER	FOURTH DISTRICT	10/24/96 86.10
BRENNER	GAYLE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/93 92.00
BRIGHT	MARCEL	POLICE OFFICER	FIFTH DISTRICT	7/31/96 450.00
BRIXY-ALDAY	RITA	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/95 128.00
BROWN	ROBERT B	POLICE OFFICER	SECOND DISTRICT	11/10/96 71.00
BRYA	JOHN M	POLICE OFFICER	MOUNTED UNIT	4/28/95 8817.93
BUNGE	LAWRENCE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/25/96 401.80
BURKART	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/05/96 1831.15
BURNETTE	MICHAEL S	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/08/95 45.00
BURNS	ADAM T	POLICE OFFICER	RECRUIT TRAINING	11/23/96 258.97
BURNS	ANDREW	POLICE OFFICER	SEVENTH DISTRICT	11/15/96 172.50
BUTVILL	HOWARD P	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/30/96 122.85
BYRNE	WILLIAM	POLICE OFFICER	FOURTH DISTRICT	5/20/96 93.00
CARDO	JOSE G	POLICE OFFICER	THIRTEENTH DISTRICT	11/06/96 528.85
CARLASSARE	JAMES	POLICE OFFICER	SIXTH DISTRICT	8/09/95 422.40

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/19/97

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CARRION	ROBERT	POLICE OFFICER	11/10/96	478.00
CARROLL	JAMES G	POLICE OFFICER	3/08/96	63.64
CARTER	MICHELLE	POLICE OFFICER	11/30/96	544.40
CELANO	BENEDICT	POLICE OFFICER	11/26/96	6358.30
CELLA	LOUIS	POLICE OFFICER	7/11/95	191.25
CHATMAN	AARON	POLICE OFFICER	7/18/95	200.00
CHERNIK	ROBERT M	POLICE OFFICER	8/21/94	129.00
CHRISTMON	MARVIN A	POLICE OFFICER	8/23/95	129.60
CLARKE	JOSEPH	POLICE OFFICER	11/30/96	127.40
CLEGG	MARK	POLICE OFFICER	3/08/96	580.97
COLEMAN	DIANA	POLICE OFFICER	10/19/95	120.00
COMITO	JAMES	POLICE OFFICER	3/07/95	182.00
CONROY	PATRICK M	POLICE OFFICER	11/26/96	150.00
COOPER	RICKY D	POLICE OFFICER	11/17/96	700.31
CRAIG	NIAGARA	POLICE OFFICER	11/10/96	1176.13
CRAWFORD	THEODORE E	POLICE OFFICER	11/10/96	361.00
CRUZ	JIMMY	POLICE OFFICER	10/17/96	29.75
CUSIMANO	FRANK	POLICE OFFICER	1/15/96	26.00
CZAPIEWSKI	THOMAS	POLICE OFFICER	11/15/96	2110.00
DAVIS	JOHN T	POLICE OFFICER	11/11/96	120.00
DAVIS	TAKSINA K	POLICE OFFICER	11/24/96	165.00
DECOLIGNY	MICHAEL	POLICE OFFICER	12/24/94	22.00
DENNIS	ARSHELL E	POLICE OFFICER	11/23/96	95.00
DICKERSON	EDDIE F	POLICE OFFICER	5/30/95	164.00
DISPENSA	LINDA C	POLICE OFFICER	3/12/96	7592.86
DIXON	CONNIE M	POLICE OFFICER	11/10/96	371.60
DOMAGALA	BERNARD	POLICE OFFICER	7/14/88	49294.80
DRAGON	MICHAEL A	POLICE OFFICER	11/22/96	347.61
DREFS	KENNETH R	POLICE OFFICER	11/21/96	254.30
DUFFY	THOMAS E	POLICE OFFICER	10/03/95	66.00
DUNLAP	HENRY L	POLICE OFFICER	1/06/95	425.00
DWYER	KEVIN	POLICE OFFICER	11/08/96	195.50
EBERLE	KEVIN	POLICE OFFICER	11/29/96	239.90
ECHEVERRIA	CESAR F	POLICE OFFICER	11/16/96	106.65
EIGENBAUER	ROBERT	POLICE OFFICER	2/24/90	185.00
ESTRELLA	FRED	POLICE OFFICER	11/06/96	57.00
EVANS	GLENN	POLICE OFFICER	11/17/96	446.07
FALTIN	MONICA N	POLICE OFFICER	11/08/96	612.07
FARRELL	BRIAN M	POLICE OFFICER	10/07/96	2711.00
FELMON	TIMOTHY J	POLICE OFFICER	11/07/96	644.00
FIDUCCIA	JAMES	POLICE OFFICER	5/22/96	96.75
FLORES	SERGIO	POLICE OFFICER	11/04/96	477.42
FOWLER	DEXTER	POLICE OFFICER	12/30/95	2655.45
FRANKLIN	MARIANNE	POLICE OFFICER	11/25/96	513.43
FRANKO	STEPHEN D	POLICE OFFICER	11/11/96	7200.12
FRIGO	TERRY R	POLICE OFFICER	1/05/88	190.50
GALBRETH-MODICA	DENYSE M	POLICE OFFICER	11/05/96	153.00
GALIARDO	LESLIE	POLICE OFFICER	11/10/96	649.60
GAWLIK	JOSEPH	POLICE OFFICER	11/24/96	436.40

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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/19/97

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GLINSEY	GARY	POLICE OFFICER	6/02/96	170.00
GLINSEY	GARY	POLICE OFFICER	11/29/96	543.25
GOFRON	JOHN	POLICE OFFICER	3/28/96	168.07
GRAFFIS	MICHAEL P	POLICE OFFICER	11/16/96	270.00
GRIMM	VICTOR J	POLICE OFFICER	11/26/96	528.76
GRUBER	THOMAS A	POLICE OFFICER	11/08/96	511.43
GUERRA	JIMMY	POLICE OFFICER	10/10/96	434.30
GULA	JOHN M	POLICE OFFICER	2/15/96	169.00
GUY	LARRY	POLICE OFFICER	11/15/96	365.70
HALL	MARYET	POLICE OFFICER	5/15/96	24.50
HALL	MARYET	POLICE OFFICER	9/05/96	1594.55
HAMMOND	MICHAEL C	POLICE OFFICER	11/16/96	694.60
HAMPTON	YOLANDA	POLICE OFFICER	8/03/95	612.50
HARRIS	KEITH L	POLICE OFFICER	11/09/96	468.98
HELM	LYNETTE S	POLICE OFFICER	10/19/96	195.00
HENSON	STEVEN	POLICE OFFICER	8/19/94	21.25
HERING	EARL F	POLICE OFFICER	5/10/96	32.00
HERRING	PATRICIA	POLICE OFFICER	8/25/93	1284.00
HERSHMAN	EDWARD A	POLICE OFFICER	11/29/96	345.20
HLADIK	JAMES	POLICE OFFICER	11/30/96	287.28
HOLBERT	MICHAEL	POLICE OFFICER	10/14/96	363.30
HUBACK	MELVIN J	POLICE OFFICER	10/17/96	204.00
HUNT	TIM D	POLICE OFFICER	11/20/96	113.20
IVY	RANDELL D	POLICE OFFICER	11/03/96	328.40
JACKSON	DEBORAH J	POLICE OFFICER	11/29/96	156.80
JACKSON	EDWARD L	POLICE OFFICER	10/14/77	57.31
JACKSON	JAMES	POLICE OFFICER	11/26/95	29386.44
JACKSON	RENARD	POLICE OFFICER	4/29/96	7540.24
JACKSON	TALMITCH	POLICE OFFICER	9/10/94	3269.95
JACKSON JR	IVORY	POLICE OFFICER	11/08/96	256.80
JACOBS	DANIEL L	POLICE OFFICER	12/23/95	204.80
JACOBS	MICHAEL R	POLICE OFFICER	8/07/78	363.20
JAMIESON	RONALD	POLICE OFFICER	11/16/96	353.10
JANECZKO	KENNETH	POLICE OFFICER	11/07/96	616.07
JENKINS	LORRY	POLICE OFFICER	11/01/96	1224.99
JOHNSON	DANTE	POLICE OFFICER	11/18/96	704.00
JOHNSON	PEGGY	POLICE OFFICER	12/12/95	6406.80
JOHNSON	SHIRLEY	POLICE OFFICER	10/04/96	34.00
JONES	DERRICK L	POLICE OFFICER	10/07/96	3631.20
KALAMARIS	MARK	POLICE OFFICER	10/31/96	1105.00
KANIA	DAVID	POLICE OFFICER	10/15/96	172.20
KEATING	RENATA M	POLICE OFFICER	9/09/96	324.10
KELLY	EDWARD	POLICE OFFICER	11/10/96	173.00
KILLACKEY	KRISTEN M	POLICE OFFICER	7/28/95	301.14
KIMBROUGH	STEPHANIE	POLICE OFFICER	11/09/96	222.35
KING	CORNES JR	POLICE OFFICER	11/22/96	244.80
KING	JEFFREY S	POLICE OFFICER	9/06/96	1082.00
KNUTSON	NORMAN C	POLICE OFFICER	11/27/96	893.00
KRAAK	ROBERT C	POLICE OFFICER	10/07/96	677.80

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

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## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
LALLY	THOMAS	POLICE OFFICER	EIGHTH DISTRICT	7/22/96	386.39
LANE	REGINALD S	POLICE OFFICER	THIRD DISTRICT	11/23/96	1382.95
LANNING	DIANE	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/21/96	232.00
LAU	GERALD	POLICE OFFICER	NARCOTICS SECTION	3/06/96	612.50
LAYNE	FREDRICK	POLICE OFFICER	THIRD DISTRICT	12/23/87	3525.00
LEADER	KAREN S	POLICE OFFICER	NINETEENTH DISTRICT	9/30/96	401.25
LEE	ALAN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/19/96	266.36
LEE	RAYCO	POLICE OFFICER	SEVENTH DISTRICT	11/18/96	116.00
LESTINSKY	JOSEPH E	POLICE OFFICER	FOURTH DISTRICT	11/18/96	253.99
LEWIS	ELIZABETH A	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/18/96	2413.50
LINDGREN	JEAN M	POLICE OFFICER	EIGHTEENTH DISTRICT	10/23/96	120.40
MARDZAS	MICHAEL J	POLICE OFFICER	FOURTH DISTRICT	11/12/96	482.00
MARSHALL	RICARDO T	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/19/96	612.50
MARSZALEC	JOSEPH D	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/03/96	301.55
MARTIN	MARIA E	POLICE OFFICER	FOURTH DISTRICT	9/04/96	203.00
MARTINEZ	ARNOLD	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/26/96	212.00
MATISHAK	JOHN A	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/18/96	65.00
MCDONOUGH	DANIEL J	POLICE OFFICER	FIFTEENTH DISTRICT	7/07/96	25.00
MCKEAG	STEVE L	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/05/96	882.00
MCKENZIE	PATRICK J	POLICE OFFICER	FIFTH DISTRICT	10/06/96	522.00
MEDUGA	NICHOLAS W	POLICE OFFICER	FIFTH DISTRICT	10/14/96	261.97
MERRILL	VOLANDA M	POLICE OFFICER	SIXTH DISTRICT	10/16/96	123.20
MIJES	MIGUEL A	POLICE OFFICER	EIGHTEENTH DISTRICT	10/08/96	200.90
MILLER	EARL L	POLICE OFFICER	SEVENTH DISTRICT	9/30/96	709.00
MITCHELL	MARLON S	POLICE OFFICER	SIXTH DISTRICT	6/22/96	33.80
MOLDA	JENNY A	POLICE OFFICER	EIGHTH DISTRICT	4/07/96	24.00
MONTEJANO-KALAT	DORIS K	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/21/96	749.00
MONTOYA	VICTOR H	POLICE OFFICER	SECOND DISTRICT	10/26/96	1569.20
MOORE-BOOKER	TRACY	POLICE OFFICER	FIFTEENTH DISTRICT	10/24/96	704.50
MOORE-POWELL	CENTERIA	POLICE OFFICER	FIFTH DISTRICT	2/29/96	58.10
MULLEN	JAMES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/96	67272.59
MULLINS	JAMES L	POLICE OFFICER	ELEVENTH DISTRICT	11/12/96	361.20
MUNYON	THOMAS	POLICE OFFICER	FIFTEENTH DISTRICT	6/18/96	1088.25
MURRIN	STEPHEN T	POLICE OFFICER	FIFTEENTH DISTRICT	11/07/96	364.90
NEAL	EDGAR A	POLICE OFFICER	FIFTH DISTRICT	10/15/96	466.29
NEAL IS	TERENCE	POLICE OFFICER	EIGHTEENTH DISTRICT	3/08/96	250.00
NELLIGAN	CHRISTOPHER M	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/06/96	244.08
OCONNELL	SUSAN M	POLICE OFFICER	FOURTH DISTRICT	11/21/96	123.00
OLIVER	TIMOTHY	POLICE OFFICER	TWELFTH DISTRICT	11/09/96	149.00
ONEILL	ROBERT T	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/01/96	496.35
OTERO	LUIS A	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/06/96	248.25
OWENS	MESHAY S	POLICE OFFICER	FIFTH DISTRICT	9/02/96	15.20
PASCHKE	ROBERT G	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/11/96	178.42
PEREZ-KUBELKA	KIMBERLY	POLICE OFFICER	EIGHTH DISTRICT	10/30/96	193.80
PIEKARSKI	NANCY	POLICE OFFICER	SIXTH DISTRICT	11/10/96	119.50
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	6/14/95	142.50
RANGEL	JAVIER	POLICE OFFICER	TENTH DISTRICT	12/05/95	60.00
REMNES	RICHARD	POLICE OFFICER	FOURTEENTH DISTRICT	11/01/96	57.00
RICHARDS	EDWARD J	POLICE OFFICER	EIGHTH DISTRICT	10/30/96	701.00

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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

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## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RIZZI	JOSPEH	POLICE OFFICER	EIGHTEENTH DISTRICT	10/20/96 346.25
RODRIGUEZ	GABRIEL	POLICE OFFICER	TENTH DISTRICT	11/03/96 121.50
RDY	DANIEL	POLICE OFFICER	FOURTH DISTRICT	11/09/96 713.00
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85 443.63
SARGENT	CHOCOBY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/07/96 633.25
SCHUMACHER	RONALD J	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	2/28/96 2414.00
SHIELDS	TERRENCE M	POLICE OFFICER	TWELFTH DISTRICT	10/10/96 300.75
SHORTER	BOYSIE	POLICE OFFICER	FIFTH DISTRICT	8/06/94 412.00
SIAS	CHARLES	POLICE OFFICER	UNKNOWN	1/04/96 1343.00
SMITH-WILLIAMS	PRISCILLIA	POLICE OFFICER	SIXTH DISTRICT	9/17/96 564.00
SDFRENOVIC	MILORAD M	POLICE OFFICER	SIXTEENTH DISTRICT	10/13/96 83.00
SOSNOWSKI	JOSEPH R	POLICE OFFICER	TENTH DISTRICT	6/22/93 1647.00
SPAARGAREN	DONNA R	POLICE OFFICER	ELEVENTH DISTRICT	9/03/96 147.00
SPAGNOLO	RICHARD J	POLICE OFFICER	MARINE UNIT	8/28/96 620.25
STRAUSS	KIRK A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/11/96 103.00
SULLIVAN	WILLIAM K	POLICE OFFICER	ELEVENTH DISTRICT	6/20/96 3450.73
SUMMERS	MICHAEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/15/96 1313.25
THOMPSON	LAWRENCE G	POLICE OFFICER	SIXTH DISTRICT	10/03/96 16.00
THOMPSON	WAYNE L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/27/94 74.20
TREPELAS	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	2/05/96 8.75
TRIPOLI	JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/08/96 225.00
TYLER	STEVE C	POLICE OFFICER	NARCOTICS SECTION	10/05/94 8274.91
VANDEVELDE	CHARLES	POLICE OFFICER	FOURTH DISTRICT	3/16/96 612.50
VILLAREAL	FRANK R	POLICE OFFICER	ELEVENTH DISTRICT	9/24/96 136.00
VOLLICK	MONROE	POLICE OFFICER	FIRST DISTRICT	10/24/96 738.60
WARD	MICHAEL D	POLICE OFFICER	FOURTEENTH DISTRICT	10/17/96 1293.05
WATTS	VAN	POLICE OFFICER	THIRD DISTRICT	10/15/96 505.50
WEATHERSPOON	WESLEY	POLICE OFFICER	SIXTH DISTRICT	2/21/93 152.50
WEBB	CORNELL	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/25/96 2419.60
WEBB	KENNETH	POLICE OFFICER	SIXTH DISTRICT	10/28/96 127.20
WESSEL	KENNETH L	POLICE OFFICER	SIXTH DISTRICT	10/22/96 1085.97
WHITE	GREGORY	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/22/96 3784.00
WILINSKI	STEPHEN J	POLICE OFFICER	SEVENTH DISTRICT	10/29/96 317.00
WILKE	RAYMOND H	POLICE OFFICER	EIGHTH DISTRICT	10/16/96 204.15
WILLIAMS	CRAIG	POLICE OFFICER	FIFTEENTH DISTRICT	10/28/96 610.00
WILLIAMS	ERIC B	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/30/96 107.00
WILLIAMS	ERNEST L	POLICE OFFICER	FIFTH DISTRICT	12/01/93 65.00
WILLINGHAM	DALE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/29/96 409.10
WILSON	EARNEST	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/03/96 273.09
WOLFF-ARCHBOLD	VALERIE R	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/25/96 5372.93
WORTH	SONIA	POLICE OFFICER	TWELFTH DISTRICT	1/27/96 300.00
WRIGHT	NANCY C	POLICE OFFICER	RECRUIT TRAINING	10/08/96 764.50
YANCEY	TRACEY M	POLICE OFFICER	EIGHTH DISTRICT	10/19/96 1502.20
YOUNG	THOMAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/22/96 371.80
ZAGLIFA	FRANCES J	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/10/96 935.00
ZAWIS	RANDALL W	POLICE OFFICER	EIGHTEENTH DISTRICT	12/22/93 20.00
ZELIG	DAVID J	POLICE OFFICER	FIFTEENTH DISTRICT	10/13/96 342.54
ZEPKA	GLORIA H	POLICE OFFICER	TWENTIETH DISTRICT	10/02/96 1056.68
ALVARADO	RAUL	FIREFIGHTER	ENGINE COMPANY 91	11/03/96 177.00

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/19/97

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON TODD	PARAMEDIC	UNKNOWN	12/29/96	85.00
AUGUSTINE CURT W	PARAMEDIC	AMBULANCE 18	11/16/96	7717.90
BACUROS DEAN N	FIREFIGHTER	ENGINE COMPANY 127	12/16/96	344.95
BAILEY GEORGE	CAPTAIN	TRUCK 52	2/26/96	191.55
BARRERA GUADALUPE	FIREFIGHTER	TRUCK 22	8/28/96	341.90
BARRETT ANTIONETTE	FIREFIGHTER	ENGINE COMPANY 104	7/01/96	123.20
BEARD LISA	PARAMEDIC	AMBULANCE 23	12/05/96	389.70
BELLAIR WILLIAM	CAPTAIN	ENGINE COMPANY 47	2/08/85	192.72
BOMBENGER THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	60.00
BORK LEE	ENGINEER	SQUAD 3	11/30/96	3348.03
BOYLE JOHN T	LIEUTENANT	ENGINE COMPANY 91	10/21/96	7934.35
BUCHANAN GEORGE	PARAMEDIC	AMBULANCE 7	8/06/96	2057.70
BUGAJ--MOELLER DEBRA	PARAMEDIC	AMBULANCE 32	9/17/96	7740.60
BURKE CHRISTOPHER	FIREFIGHTER	SQUAD 3	11/30/96	186.00
BYRNE KEVIN	PARAMEDIC	AMBULANCE 41	11/20/96	137.00
CALES DAVID	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	2550.00
CALKINS WILLIAM	LIEUTENANT	ENGINE COMPANY 7	3/19/96	95.00
CATLETT MICHAEL	FIREFIGHTER	TRUCK 15	12/12/96	616.00
CHANEY ARCHIE	FIREFIGHTER	ENGINE COMPANY 75	12/10/96	180.17
CHAVEZ JESUS J.	FIREFIGHTER	ENGINE COMPANY 23	12/28/96	95.20
COLEMAN FRANKLIN	FIREFIGHTER	UNKNOWN	10/17/96	1747.55
COLEMAN SAMUEL	LIEUTENANT	ENGINE COMPANY 120	12/20/96	546.60
COLLINS DWAYNE D	FIREFIGHTER	ENGINE COMPANY 115	12/04/96	2213.80
COLLINS PATRICK	FIREFIGHTER	ENGINE COMPANY 126	12/23/96	584.50
CONTURSI JANET L	PARAMEDIC	UNKNOWN	12/23/96	162.50
CORLEY BRIAN	FIREFIGHTER	TRUCK 27	1/27/96	286.00
CROSS TOMMY M	ENGINEER	ENGINE COMPANY 16	12/30/96	403.90
CUNNINGHAM THOMAS	FIREFIGHTER	ENGINE COMPANY 45	9/05/96	273.00
CURTIN WILLIAM	PARAMEDIC	AMBULANCE 38	11/25/96	585.78
DALEY JOHN M	LIEUTENANT	DISTRICT RELIEF 1	12/23/96	1316.10
DEJESUS JOHN	FIREFIGHTER	SQUAD 1	6/25/96	50.00
DENNEHY HUGH P	FIREFIGHTER	UNKNOWN	11/19/96	37.10
DESILVA-KING-LOZDOSKI LENELL	PARAMEDIC	UNKNOWN	12/18/96	1625.50
DIVER RICHARD	PARAMEDIC	ENGINE COMPANY 162	12/26/96	547.00
DOWLING JAMES	FIREFIGHTER	ENGINE COMPANY 65	11/14/96	3556.00
DURKIN JOHN L	PARAMEDIC	UNKNOWN	12/07/96	246.00
ERBAN GREGORY	PARAMEDIC	AMBULANCE 7	12/10/96	731.60
ESTRADA JESSE	FIREFIGHTER	ENGINE COMPANY 35	2/29/96	2706.20
FEHSEL THOMAS	ENGINEER	ENGINE COMPANY 60	4/13/96	300.36
FRAIN WILLIAM	FIREFIGHTER	UNKNOWN	5/31/95	387.20
FREDERICKS JOSEPH	FIREFIGHTER	TRUCK 30	8/12/96	928.80
GACKI ROBERT	FIREFIGHTER	ENGINE COMPANY 45	2/05/96	241.20
GAMBERDELLA RALPH	ENGINEER	SNORKEL SQUAD 3	7/01/96	96.00
GAYDA WAYNE	FIREFIGHTER	TRUCK 32	6/14/93	17426.10
ODEPPNER DONALD	FIREFIGHTER	ENGINE COMPANY 61	9/02/95	740.00
GRABOWSKI STEPHEN	PARAMEDIC	AMBULANCE 4	5/18/96	281.40
GUTIERREZ BERNADETTE	PARAMEDIC	UNKNOWN	4/05/96	191.25
HALLORAN DANIEL	FIREFIGHTER	TRUCK 29	2/11/92	484.75
HARTE WILLIAM	CAPTAIN	EMS DISTRICT 4 HEADQUARTERS &	8/16/95	374.50

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## REPORTS OF COMMITTEES

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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/19/97

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HATZIS JOHN	FIREFIGHTER	TRUCK 22	6/19/96	135.00
HAWKINS THOMAS	LIEUTENANT	DISTRICT RELIEF 2	4/16/96	185.00
HEALY PATRICK	ENGINEER	ENGINE COMPANY 102	12/17/96	135.60
HEENAN MICHAEL F	FIREFIGHTER	UNKNOWN	11/20/96	512.60
HEETER JOHN T	FIREFIGHTER	ENGINE COMPANY 54	12/23/96	342.96
HIBBLER VICTOR	FIREFIGHTER	TRUCK 42	7/29/93	375.20
HOSHELL JEFFREY	FIREFIGHTER	TRUCK 44	10/03/96	1016.90
HUDSON CURTIS	PARAMEDIC	AMBULANCE 22	9/30/96	222.30
JANICKI RICHARD G	PARAMEDIC	AMBULANCE 36	11/09/96	382.90
JOHNSON BRIAN	PARAMEDIC	UNKNOWN	7/08/96	357.00
JOHNSON CARL	FIREFIGHTER	SQUAD 4	10/03/96	53.00
JONES ROBERT	FIREFIGHTER	ENGINE COMPANY 92	7/17/96	4981.51
JUGOVICH RONALD	FIREFIGHTER	ENGINE COMPANY 26	12/20/96	135.00
KAVENEY JOHN K	PARAMEDIC	AMBULANCE 34	2/23/96	265.00
KAVENEY JOHN K	PARAMEDIC	AMBULANCE 34	12/23/96	112.50
KELLY BRIAN E	FIREFIGHTER	SQUAD 5	12/01/96	790.28
KIELBASA JACK T	FIREFIGHTER	ENGINE COMPANY 109	12/18/96	58.50
KISH JOSEPH	FIREFIGHTER	SQUAD 2	7/11/96	255.00
KNAPP JOHN A	FIREFIGHTER	ENGINE COMPANY 117	12/26/96	120.00
KOCHNIARCZYK-HANNON MICHELLE	PARAMEDIC	AMBULANCE 35	1/26/96	171.00
KOLECKI STEVEN	LIEUTENANT	TRUCK 49	11/14/96	449.90
LARKIN MICHAEL P	FIREFIGHTER	ENGINE COMPANY 54	8/23/96	5473.68
LAVERTY JAMES	LIEUTENANT	TRUCK 49	9/25/96	207.90
LIRA CHARLES	FIREFIGHTER	TRUCK 28	5/08/83	1010.00
LUKITSCH JOHN	LIEUTENANT	ENGINE COMPANY 65	11/21/96	126.00
MAGEE MICHAEL	FIREFIGHTER	ENGINE COMPANY 103	6/13/96	5136.80
MALONE TIMOTHY	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	11/08/90	19409.68
MALONEY THOMAS	FIREFIGHTER	ENGINE COMPANY 44	3/01/96	2790.75
MARINOFF VERA T	PARAMEDIC	AMBULANCE 4	12/25/96	570.70
MARLOW VANCOUNTESS	PARAMEDIC	UNKNOWN	6/16/96	78.00
MARTIN JOSEPH T	FIREFIGHTER	TRUCK 29	9/23/96	508.52
MARX PHILIP A	FIREFIGHTER	ENGINE COMPANY 47	12/01/96	677.70
MASON HEIDI	PARAMEDIC	AMBULANCE 33	9/21/96	86.00
MASTRIANNO PHILIP	PARAMEDIC	AMBULANCE 41	12/21/94	180.00
MAYNOR ADAM T	FIREFIGHTER	ENGINE COMPANY 82	10/14/96	258.30
MCCAULEY LORRAINE	PARAMEDIC	UNKNOWN	12/30/96	132.00
MCCURRIE-ZOUBEK MARY	PARAMEDIC	AMBULANCE 43	9/16/96	939.45
MCGUINNESS PATRICK J	PARAMEDIC	UNKNOWN	12/29/96	237.10
MEHALEK JOHN	ENGINEER	ENGINE COMPANY 92	6/05/95	355.80
MENDOZA MARCUS	FIREFIGHTER	TRUCK 32	10/29/96	380.45
MERCADO JOHN	FIREFIGHTER	TRUCK 47	12/29/96	274.40
MILOTT NEAL	FIREFIGHTER	SQUAD 4	11/02/96	17179.52
MORAVEK RONALD	FIREFIGHTER	TRUCK 50	10/19/96	947.80
MOTISI PAUL J	PARAMEDIC	AMBULANCE 33	10/01/96	268.20
MULLALLY DENNIS	PARAMEDIC	AMBULANCE 21	11/10/96	424.60
MURPHY ROBERT	FIREFIGHTER	TRUCK 30	12/21/96	353.30
NELSON DERRICK	FIREFIGHTER	ENGINE COMPANY 39	3/02/95	150.00
NEWMAN JOHN	FIREFIGHTER	ENGINE COMPANY 19	12/07/96	372.00
NIX ANTHONY	FIREFIGHTER	UNKNOWN	10/31/96	2706.73

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NOLDEN	MARVIN	FIREFIGHTER	TRUCK 54	1/09/96 1802.00
OSULLIVAN	BRIAN	FIREFIGHTER	ENGINE COMPANY 117	12/21/96 810.27
PARRA	JOSEPH	FIREFIGHTER	ENGINE COMPANY 77	10/29/96 134.05
PATMON	WALTER	FIREFIGHTER	TRUCK 19	12/17/96 261.38
PAYNE	ZACHERY	FIREFIGHTER	TRUCK 24	6/27/95 220.40
PEEL	ARMEL M	LIEUTENANT	ENGINE COMPANY 121	11/14/96 13.40
PERRY	FRANK M	FIREFIGHTER	ENGINE COMPANY 55	9/18/96 737.00
PETRUZZI	CHARLES	FIREFIGHTER	TRUCK 47	6/08/96 260.00
PEYRONET	ERNEST	FIREFIGHTER	TRUCK 50	7/04/96 1490.96
POREDA	MICHAEL	FIREFIGHTER	ENGINE COMPANY 91	6/27/96 202.20
POWERS	GERALD	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	4/12/96 2961.70
PRETZEL	ROGER M	ENGINEER	ENGINE COMPANY 94	10/30/96 60.00
RADDATZ	THOMAS P	FIREFIGHTER	ENGINE COMPANY 18	8/05/95 186.55
RAIA	MATTHEW	FIREFIGHTER	REPAIR SHOP	4/21/96 2977.50
RICKERT	JEROME	FIREFIGHTER	SQUAD 5	12/27/96 779.62
RIOS	ALBERTO L	FIREFIGHTER	ENGINE COMPANY 106	10/16/96 78.75
RIVERA	APARICIO	FIREFIGHTER	TRUCK 29	12/14/96 558.01
ROBINSON	DONALD	FIREFIGHTER	TRUCK 40	6/20/95 260.45
ROBINSON	JOYCE	PARAMEDIC	AMBULANCE 15	6/08/94 120.60
ROCCASALVA	RALPH	FIREFIGHTER	TRUCK 36	12/11/96 266.00
RODRIGUEZ	CYNTHIA	PARAMEDIC	AMBULANCE 37	12/07/96 361.60
ROTH	GARY	FIREFIGHTER	TRUCK 7	11/19/96 4831.50
RUANE	THOMAS	LIEUTENANT	DISTRICT RELIEF 3	9/21/96 2266.00
SCARNAVACK	MICHAEL	FIREFIGHTER	TRUCK 20	12/18/96 484.30
SCHEINPFLUG	JOHN	FIREFIGHTER	SQUAD 1	8/15/96 106.75
SEBAHAR	JEFFREY	FIREFIGHTER	ENGINE COMPANY 46	9/19/96 27.00
SHANNON	THOMAS C	LIEUTENANT	ENGINE COMPANY 80	1/16/96 402.00
SMITH	JOHN	FIREFIGHTER	ENGINE COMPANY 102	12/29/96 397.70
SORGANI	JOHN	FIREFIGHTER	TRUCK 22	12/07/96 396.76
SPICER	SAMUEL	FIREFIGHTER	TRUCK 15	11/28/96 276.30
STAIB	JOHN	FIREFIGHTER	ENGINE COMPANY 116	12/22/96 98.00
STANLEY	SCOTT	FIREFIGHTER	ENGINE COMPANY 47	12/21/96 1693.68
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85 3226.14
STRICKLER	BERNARD	FIREFIGHTER	SQUAD 1	4/10/90 6628.57
STUECKLEN	JEFF	FIREFIGHTER	TRUCK 44	7/23/96 89.25
SUTTON	DAVID	PARAMEDIC	AMBULANCE 35	11/30/94 5703.81
TEUFEL	LINDA	PARAMEDIC	UNKNOWN	7/05/96 98.80
TOURE	KUBLAI	FIREFIGHTER	ENGINE COMPANY 19	3/20/92 1662.00
TRIBBLE	JIMMIE	FIREFIGHTER	ENGINE COMPANY 75	11/02/96 144.50
TURRENTINE	HAROLD	ENGINEER	DISTRICT RELIEF 3	12/04/96 478.85
TYLER	DONNA	PARAMEDIC	AMBULANCE 38	8/11/96 302.90
VANSWEARINGEN	GUY	FIREFIGHTER	TRUCK 47	5/26/95 154.00
VELEZ	FELIPE	PARAMEDIC	AMBULANCE 4	4/19/96 348.00
WALEROWICZ	RONALD	PARAMEDIC	AMBULANCE 34	10/13/96 129.00
WALSH	JOHN P	LIEUTENANT	ENGINE COMPANY 122	12/18/96 204.00
WASHINGTON	EXCELL	FIREFIGHTER	ENGINE COMPANY 101	7/11/96 111.30
WENHOLZ	RAYMOND J	FIREFIGHTER	UNKNOWN	10/02/96 357.00
WILLIAMS	NATHANIEL	PARAMEDIC	UNKNOWN	4/30/96 163.00
WILLIAMS	ROLAND	FIREFIGHTER	ENGINE COMPANY 107	10/22/96 485.45



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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ZACCAGNINI	GEORGE	LIEUTENANT	11/16/96	317.50
ZAUKAS	DAVID D	ENGINEER	5/25/96	1840.00

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
ACEVEDO	MARCO A	POLICE OFFICER	FOURTEENTH DISTRICT	10/06/96	805.75
ADELL-GRIFFIN	SAADIA	POLICE OFFICER	ELEVENTH DISTRICT	8/27/96	612.50
ALLEGRETTI	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	8/22/96	49.00
AUGUSTYNIAK	CHESTER C	POLICE OFFICER	THIRTEENTH DISTRICT	8/11/95	172.00
BATKA	JAMES J	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/13/94	680.00
BENIGNO	LISA	POLICE OFFICER	TENTH DISTRICT	12/31/95	5056.82
BLACK	CASSANDRA M	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/13/96	3157.00
BRDWN-JOHNSON	JAYNE C	POLICE OFFICER	EIGHTEENTH DISTRICT	11/19/96	1064.60
BULGAJEWSKI	LESTER J	POLICE OFFICER	SEVENTEENTH DISTRICT	3/03/96	940.00
BUNCH	EDWARD	POLICE OFFICER	NARCOTICS SECTION	4/12/96	137.00
BURNS	CHARLES E	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	5/25/96	2922.00
BUTVILL	HOWARD P	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	11/26/96	656.65
CASASANTO	PAUL J	POLICE OFFICER	EIGHTH DISTRICT	3/19/95	108.00
CHEVAS	JAMES L	POLICE OFFICER	ELEVENTH DISTRICT	5/09/96	352.80
COLEMAN	LAURENCE	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/01/96	84.80
CONCKUS	CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	5/07/93	612.50
CORDOVA	DIANA M	POLICE OFFICER	EIGHTH DISTRICT	11/22/96	329.50
COBTELLO	ROBERT F	POLICE OFFICER	TENTH DISTRICT	11/02/96	260.50
CRIVOKAPICH	DONALD	POLICE OFFICER	FIFTH DISTRICT	9/13/94	24324.74
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	564.90
CRUZ	MICHAEL A	POLICE OFFICER	THIRTEENTH DISTRICT	11/09/96	435.95
DEJESUS	STEVEN	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/95	630.00
DOMINGUEZ	LORRAINE	POLICE OFFICER	TWENTIETH DISTRICT	11/18/96	983.01
FARRELL	BRIAN M	POLICE OFFICER	NINTH DISTRICT	7/01/96	27.00
FEREK-BUDAY	ANNETTE	POLICE OFFICER	EIGHTH DISTRICT	2/11/96	630.00
FINE	CHARLENE L	POLICE OFFICER	FIFTEENTH DISTRICT	11/24/96	1059.00
FURLONG	ROBERT	POLICE OFFICER	FOURTH DISTRICT	11/07/96	650.75
GALECKI	KONRAD J	POLICE OFFICER	FIFTEENTH DISTRICT	11/09/96	926.80
GALOWITCH	EDWARD	POLICE OFFICER	SIXTEENTH DISTRICT	11/11/96	2628.17
GASKI	GARY	POLICE OFFICER	NINETEENTH DISTRICT	10/18/96	123.25
QAYTAN	LUIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/17/96	938.79
GERARD	WESLEY	POLICE OFFICER	SIXTH DISTRICT	1/29/94	95.00
GIGLIO	ROBERT B	POLICE OFFICER	NINTH DISTRICT	11/23/96	23357.23
GILL	PATRICIA	POLICE OFFICER	FOURTEENTH DISTRICT	10/03/96	221.00
GODDAY-STEINMEIER	GAYLE A	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	12/15/95	1311.80
GRANLUND	DWIGHT	POLICE OFFICER	TWENTIETH DISTRICT	11/04/96	2527.41
HALE	STEVEN R	POLICE OFFICER	FIFTH DISTRICT	10/12/95	26.00
HANSEN	JONATHAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/07/96	438.82
HANSON	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	10/08/96	300.00
HILL	DARON	POLICE OFFICER	SEVENTH DISTRICT	7/27/95	185.00
JAKUBOWSKI	RONALD P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/17/96	546.45
JENKINS	ROGER	POLICE OFFICER	NINTH DISTRICT	12/07/93	1394.31
JONES	ALVIN	POLICE OFFICER	RECRUIT TRAINING	11/14/96	888.25
KAPUGI	STEVEN	POLICE OFFICER	TENTH DISTRICT	11/03/96	416.00
KELLEY	JAMES A	POLICE OFFICER	FOURTH DISTRICT	10/19/96	878.20
KING	ALFRED J	POLICE OFFICER	EIGHTEENTH DISTRICT	6/04/96	1617.00
KOSKI	PETER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/30/96	542.00
KOZIEL	ANTHONY R	POLICE OFFICER	FIRST DISTRICT	6/28/96	241.55
KROK	KENNETH M	POLICE OFFICER	NARCOTICS SECTION	10/03/96	788.42

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/19/97

## THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
KROYER	CYNTHIA M	POLICE OFFICER	NINTH DISTRICT	11/29/96	1399.48
KUCHAR	DONALD	POLICE OFFICER	GANG CRIME SECTION	11/06/96	1182.81
LAMBERTY	CHARLES	POLICE OFFICER	TWENTIETH DISTRICT	11/07/96	143.10
LARA	ABRAHAM	POLICE OFFICER	ELEVENTH DISTRICT	7/22/96	8816.11
LEAL	MARTIN H	POLICE OFFICER	NINETEENTH DISTRICT	7/21/96	165.48
LEIBAS JR	PHILLIP	POLICE OFFICER	TENTH DISTRICT	11/20/96	675.41
MACHAIN	STEPHEN J	POLICE OFFICER	FOURTEENTH DISTRICT	11/02/96	354.00
MARAS	EDWARD S	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/21/96	137.00
MASON-IQBAL	DIANE L	POLICE OFFICER	THIRD DISTRICT	2/01/95	206.57
MCCARTHY	MARGUERITE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/31/96	450.00
MCCARTY	TODD	POLICE OFFICER	TWENTIETH DISTRICT	11/07/96	143.10
NAWROCKI	CHARLES E	POLICE OFFICER	EIGHTH DISTRICT	10/30/91	189.70
PALMER	OTTO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/23/96	93.50
PEREZ	EDWARD	POLICE OFFICER	TWELFTH DISTRICT	11/08/96	94.50
PISTELLO	BERNARD	POLICE OFFICER	YOUTH DIVISION AREA TWO	11/03/94	1340.05
PIZZA, JR.	JOSEPH	POLICE OFFICER	NINETEENTH DISTRICT	9/29/95	250.50
POLAND	JOSEPH N	POLICE OFFICER	SEVENTEENTH DISTRICT	3/29/96	41.00
PUCHALSKI	THERESE	POLICE OFFICER	FOURTH DISTRICT	11/18/96	802.00
RESA	AMBROSE J	POLICE OFFICER	FOURTH DISTRICT	11/04/96	43.51
RIVERA	SALLY A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/05/96	338.00
ROLNIK	CHRISTINE	POLICE OFFICER	TENTH DISTRICT	8/23/95	264.00
SCHULTZ	KENNETH E	POLICE OFFICER	EIGHTH DISTRICT	3/20/95	29.75
TAYLOR	CHARLES H	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/27/93	440.00
THIOPEN	MAURICE	POLICE OFFICER	SIXTH DISTRICT	10/16/96	123.20
VELAZQUEZ	SATURNINO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/09/96	2557.05
WAGNER	MAUREEN A	POLICE OFFICER	EIGHTH DISTRICT	9/21/96	224.00
WALKER	JUNE L	POLICE OFFICER	IDENTIFICATION SECTION	10/08/93	130.20
WASHINGTON	JAMES	POLICE OFFICER	UNKNOWN	10/16/96	630.05
WEDDINGTON	ARNOLD E	POLICE OFFICER	FIFTH DISTRICT	10/06/96	235.00
WILLIAMS	RICKEY	POLICE OFFICER	SIXTH DISTRICT	10/16/96	457.00
WORD	HOSEA	POLICE OFFICER	SIXTH DISTRICT	10/04/96	1353.85
YARBROUGH	DEXTER	POLICE OFFICER	SIXTH DISTRICT	10/16/96	652.25
BIXTER	DENNIS	PARAMEDIC	AMBULANCE 22	7/17/96	4966.80
DENEEN	DANIEL	CAPTAIN	DISTRICT RELIEF 3	7/16/95	2896.80
EARL	PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	85.00
GUZIK	THOMAS	PARAMEDIC	AMBULANCE 23	1/02/79	906.34
JABLONOWSKI	JAMES M	LIEUTENANT	UNKNOWN	12/20/96	342.10
KILLEEN	JOHN	FIREFIGHTER	TRUCK 40	12/30/83	634.00
MUELLER	ERNEST O	ENGINEER	UNKNOWN	12/20/96	385.00
NOHAK	HERBERT	PARAMEDIC	UNKNOWN	10/31/94	75.60
PELAK	JOANNE	PARAMEDIC	UNKNOWN	12/25/96	664.55
RICHARDS	JOHN	FIREFIGHTER	TRUCK 13	5/23/96	113.00
SCHOENECKER	MICHAEL	CAPTAIN	UNKNOWN	7/16/96	612.50
SENCION	JAMES	FIREFIGHTER	ENGINE COMPANY 73	5/28/95	520.00
STATEN	CLARK	CAPTAIN	EMS CITY WIDE RELIEF	2/16/94	174.98
WALLACE	DORIS	PARAMEDIC	UNKNOWN	3/17/96	386.25

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS  
REFUNDS, COMPENSATION FOR PROPERTY  
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement on each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

*Damage To Property.*

*Department Of Police:  
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
David S. Rees 5052 North Leavitt Street Chicago, Illinois 60625	8/25/95 5052 North Leavitt Street	\$1,676.00
Carolyn Shaw 5801 South Damen Avenue Chicago, Illinois 60636	2/7/96 5801 South Damen Avenue	1,417.00

*Damage To Vehicle.*

*Department Of Police:  
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Susan Freeman 1047 South Austin Boulevard Chicago, Illinois 60044	6/27/96 5604 West Chicago Avenue.	\$ 545.00
Carol Kraus 1915 West Race Avenue Chicago, Illinois 60622	5/28/96 2405 West Augusta Boulevard	241.00 50.00*

Name And Address	Date And Location	Amount
Mia Lewis-Spearman and Illinois Founders Insurance Company 3425 North Cicero Avenue Chicago, Illinois 60641	5/3/95 7442 South Cottage Grove Avenue	\$1,201.00 220.00*
Anixa Nieves and Allstate Insurance Company Suite 400 8745 West Higgins Road Chicago, Illinois 60631	5/20/96 West Medill Avenue and North Central Park Avenue	654.00
Janet K. Wallace 8334 South Blackstone Avenue Chicago, Illinois 60619	5/8/96 7101 South Yates Avenue	498.00

*Damage To Property.*

*Department Of Sewers:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
George and Audrey Gart 1220 West Draper Street Chicago, Illinois 60614	9/20/96 1220 West Draper Street (alley)	\$619.00
The Peoples Gas Light and Coke Company File 96-0-727 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/25/96 13600 South Torrence Avenue	299.00

\* To City of Chicago, Bureau of Parking

*Damage To Vehicle.*

*Department Of Sewers:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ramon Quinones 3405 North Oketo Avenue Chicago, Illinois 60634	12/21/95 3200 West Chicago Avenue	\$ 478.00*
Dennis R. Henderson 3341 West Cuyler Avenue Chicago, Illinois 60618	11/30/96 1700 South Western Avenue	110.00
Martel A. McCoy 12918 South Page Court Blue Island, Illinois 60406	10/5/96 7600 South Stony Island Avenue	645.00 355.00*
John Patrick Sullivan and Allstate Insurance Company, in care of McLennon and Associates Suite A-1834 175 West Jackson Boulevard Chicago, Illinois 60604	7/8/96 1900 West Waveland Avenue	1,553.00

*Damage To Property.*

*Department Of Streets And Sanitation/Bureau Of Streets:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Jaime and Anna Medina 1420 North Kedzie Avenue Chicago, Illinois 60651	6/6/96 1420 North Kedzie Avenue	\$525.00

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\*City of Chicago/Bureau of Parking

*Damage To Vehicle.*

*Department Of Streets And Sanitation/Bureau Of Streets:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Cedric I. Bailey 2053 East 80th Street Chicago, Illinois 60617	10/30/96 8000 South Chappel Avenue	\$ 113.00
Cheryl and Christopher Rutt Bye 1931 North Hoyne Avenue Chicago, Illinois 60647	10/29/96 2900 North Damen Avenue	237.00
Susan Mary Hoelscher 4422 North Dover Street Chicago, Illinois 60640	11/8/96 2803 West Belmont Avenue	65.00*
Kenneth Carl Perry Number 712 2851 South Dr. Martin Luther King, Jr. Drive Chicago, Illinois 60616	10/29/96 1245 South Wabash Avenue	115.00*
Derron D. Johnson 6921 South Emerald Avenue Chicago, Illinois 60621	9/20/95 8052 South Eberhart Avenue	1,111.00*
Keith Robinson P.O. Box 49268 Chicago, Illinois 60649	2/20/93 8300 South Vincennes Avenue	370.00*
Karyn E. Collymore-Chalmers 7442 South Champlain Avenue Chicago, Illinois 60619	1/31/96 1400 East 95th Street	243.00

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\*City of Chicago/Bureau of Parking



Name And Address	Date And Location	Amount
Judith Ellen Cooper Apartment 3-S 6620 North Glenwood Avenue Chicago, Illinois 60626	10/24/96 West Albion Avenue and North Bosworth Avenue	\$ 129.00
Ed Friedman and American Ambassador Casualty Company Suite 300E 1501 East Woodfield Schaumburg, Illinois 60173	9/8/96 6400 North Whipple Street	96.00 585.00*
Arlene A. Fryhat 2443 West 71st Street Chicago, Illinois 60629	9/23/96 500 West Cermak Road	193.00
Berhard Matthew Goossens Apartment 1 1502 West Chase Avenue Chicago, Illinois 60626	11/19/96 North Lake Shore Drive and West Foster Avenue	180.00 100.00*
Debra A. Gricus 3733 North Normandy Avenue Chicago, Illinois 60634	8/31/96 4600 West Foster Avenue	200.00
Dennis Harker 3415 North Leavitt Street Chicago, Illinois 60618	9/1/96 7600 South Stony Island Avenue	170.00
Dr. Robert Harmeyer and State Farm Insurance Company Attention: Lyle Bright 20550 South Cicero Avenue Matteson, Illinois 60443	8/26/96 1640 West 119th Street	2,625.00
Sung M. Kang 2805 Millstone Lane Rolling Meadows, Illinois 60008	6/1/96 5150 South Lake Park Avenue	110.00
Laura F. Langley 2123 West Touhy Avenue Chicago, Illinois 60645	10/28/96 7400 North Clark Street	249.00

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\* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Charles Leone 5144 West Barry Avenue Chicago, Illinois 60641	12/16/96 2047 West 21st Place	\$ 188.00
Aram Lulla Apartment 1 1743 North Fern Court Chicago, Illinois 60614	10/26/96 3000 North Damen Avenue	20.00 400.00*
Dorothy Lavern McFadden-Parker 22124 Churchhill Drive Richton Park, Illinois 60471	4/25/96 5500 South South Shore Drive	124.00
Shelly J. McIntosh 8956 South Dauphin Avenue Chicago, Illinois 60619	1/10/97 East 103rd and South Woodlawn Avenue	\$368.00
Patricia Weiss Menke and State Farm Insurance Company 4220 West 95th Street Oak Lawn, Illinois 60453	5/10/96 West 57th and South Kedzie Avenue	614.00
Jennifer L. Michalski and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	6/20/96 3800 North Octavia Avenue	1,080.00 50.00*
Ernest J. Mincy III Apartment 1 2109 North Hudson Street Chicago, Illinois 60614	7/5/96 North Sedgwick Street and West Armitage Avenue	253.00
Rosa L. Mojica 1829 North Mozart Street Chicago, Illinois 60647	8/30/95 2416 West Foster Avenue	320.00 80.00*

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\* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Eric V. Nelson 2540 North Racine Avenue Chicago, Illinois 60614	9/30/96 1705 North Clybourn Avenue	\$ 600.00
Richard J. Obermaier and State Farm Insurance Company Attention: Subrogation Department 160 Industrial Drive Elmhurst, Illinois 60126	10/9/96 6515 North Oliphant Avenue	782.00
Elaine Radcliffe 9300 South Stewart Avenue Chicago, Illinois 60620	7/10/96 2200 South State Street	192.00
Mark P. Sabatino and Amica Mutual Insurance Company Suite 200 2443 Warrenville Road Lisle, Illinois 60532	8/14/96 3000 West Armitage Avenue	240.00
Bobbie Stean 1425 North Washtenaw Avenue Chicago, Illinois 60622	6/19/96 1357 North Western Avenue	65.00
John W. Tellone 8055 South Nashville Burbank, Illinois 60459	8/3/96 Adlai E. Stevenson Expressway and South Pulaski Road	338.00
Felix H. Vanegas 4550 West 67th Street Chicago, Illinois 60629	1/14/95 4100 West Fullerton Avenue	59.99
Ginny Wachowski 3402 U.S. Route 30 Lee, Illinois 60530	6/17/96 West Wilson Avenue and North Racine Avenue	72.00 5.00*

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\* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Lawrence William Waller II 3127 South Indiana Avenue Chicago, Illinois 60616	5/4/96 7800 South Jeffery Boulevard	\$ 57.00 145.00*
Betty Joann Wiley 10832 South Green Street Chicago, Illinois 60643	8/15/96 7000 South Halsted Street	392.00

*Damage To Property.*

*Department Of Water/Bureau of Water Distribution:  
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
James Kyles 9010 South Parnell Avenue Chicago, Illinois 60620	8/17/94 9010 South Parnell Avenue	\$1,240.25 759.75*
The Peoples Gas, Light and Coke Company File 96-0-636 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/7/96 2144 West 51st Street	504.00
The Peoples Gas, Light and Coke Company File 96-0-688 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/30/96 1722 West 51st Street	376.00

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\* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
The Peoples Gas, Light and Coke Company File 96-0-710 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/15/96 2047 West 51st Street	\$ 375.00
The Peoples Gas, Light and Coke Company File 96-0-698 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/12/96 1644 South Allport Street	1,757.00
The Peoples Gas, Light and Coke Company File 96-0-722 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/21/96 3052 East 92nd Street	1,045.00
The Peoples Gas, Light and Coke Company File 96-0-708 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/18/96 7600 South East End Avenue	492.00
The Peoples Gas, Light and Coke Company File 96-0-755 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/18/96 1804 North Albany Avenue	918.00
The Peoples Gas, Light and Coke Company File 96-0-421 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/19/96 1715 West Wrightwood Avenue	918.00

Name And Address	Date And Location	Amount
The Peoples Gas, Light and Coke Company File 96-0-742 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/10/96 6973 West Barry Avenue	\$ 666.00
The Peoples Gas, Light and Coke Company File 96-0-593 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/4/96 1716 North Ridgeway Avenue	928.00
The Peoples Gas, Light and Coke Company File 96-0-768 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/26/96 6231 South Evans Avenue	1,076.00
The Peoples Gas, Light and Coke Company File 96-0-765 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/23/96 211 East 50th Street	606.00
The Peoples Gas Light and Coke Company File 96-0-750 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/13/96 13311 South Carondolet Avenue	1,410.00
The Peoples Gas Light and Coke Company File 96-0-744 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/11/96 5653 South Prairie Avenue	791.00

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REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 96-0-731 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/2/96 5538 South Ada Street	\$ 811.00

*Damage To Vehicle.*

*Department Of Water/Bureau Of Water Distribution:  
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Margo V. Degginger Unit 2S 2530 North Orchard Street Chicago, Illinois 60614	10/15/96 North Burling Street and West Wrightwood Avenue	\$220.00 50.00*

*Damage To Vehicle.*

*Department Of Health:  
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Chappia Foote and GEICO 4295 Ocmulgee East Boulevard Macon, Georgia 31296	4/23/96 East 55th and South Cottage Grove Avenue	\$1,190.00

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\* To City of Chicago, Bureau of Parking

*Damage To Vehicle.*

*Department Of Streets And Sanitation/Bureau Of Electricity:  
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-1 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/2/97 3701 South Ashland Avenue	\$2,092.00

*Damage To Vehicle.*

*Department Of Streets And Sanitation/Bureau Of Equipment:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Laurie A. Mallon 1511 West Roscoe Street Chicago, Illinois 60657	5/2/96 During towing	\$145.00
Vanessa Cobbins 900 North 2nd Avenue Maywood, Illinois 60153	7/28/95 During relocation	174.00 165.00*
Stephen Delaney Unit 1 2145 West Arthur Avenue Chicago, Illinois 60645	8/21/96 During towing	303.00 25.00*

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\* To City of Chicago, Bureau of Parking



Name And Address	Date And Location	Amount
Paul A. King 139 South Grove Oak Park, Illinois 60302	7/3/96 During towing	\$ 854.00 290.00*
Hung D. Nguyen Apartment 891 6170 West Grand Avenue Gurnee, Illinois 60031	10/27/96 During towing	239.00 30.00*
Ronald Simmons Unit 901 750 North Dearborn Street Chicago, Illinois 60610	11/18/96 During towing	1,157.00 345.00*

*Damage To Property.*

*Department Of Streets And Sanitation/Bureau Of Sanitation:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Joseph F. Burkart 4014 North Menard Avenue Chicago, Illinois 60634	1/3/95 Alley of 400 North Menard Avenue	\$137.00 60.00*
Marie Kurka and State Farm Fire and Casualty Unit 200 580 Waters Edge Lombard, Illinois 60148	4/4/96 3811 North Narragansett Avenue	405.00 2.50*

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\* To City of Chicago, Bureau of Parking

*Damage To Vehicle.*

*Department Of Streets And Sanitation/Bureau Of Sanitation:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Raymond Baker and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	9/12/96 1114 North Laramie Avenue	\$ 561.00 60.00*
Teresa Martinez 2850 South Homan Avenue Chicago, Illinois 60623	11/7/96 3106 West Leland Avenue	1,483.00
Fredrick D. McNeal and GEICO Insurance 4295 East Ocmulgee Boulevard Macon, Georgia 31296	5/14/96 School parking lot	1,373.00
Louis and Judi Thomas and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	9/4/96 2342 West 91st Street	730.00

; and

*Be It Further Ordered*, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant, on account of underground leaks and to charge same to Account Number 200-87-2015-0952-0952:

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\* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Karen Bergeron 2051 Big Oak Lane Northbrook, Illinois 60062	1/11/96 to 7/20/96 4510 South Whipple Street	\$400.00

; and

*Be It Further Ordered*, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Date And Location	Amount
Andrew Rich 5723 South Michigan Avenue Chicago, Illinois 60637	5/22/96 to 8/8/96	\$320.00

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AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR  
CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to 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 No. 100-99-2005-0939-0939:

[List of claimants printed on pages 41273  
through 41277 of this Journal.]

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**AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN  
SEWER REBATE CLAIMS.**

The Committee on Finance submitted the following report:

(Continued on page 41278)

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON HERITAGE CONDO. ASSN.	9	ANNUAL 94	675.00	THOMAS ALLEN	38
AINBLIE PARK CONDOMINIUM ASSN.	82	ANNUAL 94	5,065.00	MARY ANN SMITH	48
ALBANY CONDOMINIUM ASSN.	6	SEMI-ANNUAL 94	225.00	BERNARD L. STONE	50
ASHFORD COURT CONDO. ASSN.	12	ANNUAL 94	900.00	MICHAEL R. ZALEWSKI	23
ASTOR INCORPORATED	11	SEMI-ANNUAL 94	412.50	CHARLES BERNARDINI	43
ATELIER CONDO. ASSN.	9	ANNUAL 94	675.00	HELEN SHILLER	46
BEACH POINT TOWER CONDO.	93	ANNUAL 94	6,975.00	MARY ANN SMITH	48
BEACON OF SHERIDAN PARK ASSN.	20	ANNUAL 94	1,500.00	HELEN SHILLER	46
BELLMORE APTS. NORTH, INC.	18	ANNUAL 94	1,350.00	BERNARD L. STONE	50
BELMONT HARBOR I CONDOMINIUM	20	ANNUAL 94	1,500.00	BERNARD J. HANSEN	44
BIRCHWOOD ON THE LAKE CONDO.	42	ANNUAL 94	3,150.00	JOE MOORE	49
BITTERSHEET PARK CONDOMINIUM	6	ANNUAL 94	450.00	HELEN SHILLER	46
BOARDWALK CONDOMINIUM ASSN.	30	ANNUAL 94	2,019.33	HELEN SHILLER	46
BREWSTER CONDOMINIUM ASSN.	91	SEMI-ANNUAL 94	3,078.00	BERNARD J. HANSEN	44
BROMPTON CONDOMINIUM ASSN.	61	ANNUAL 94	4,575.00	HELEN SHILLER	46
BYRON CONDOMINIUM ASSOCIATION	6	ANNUAL 94	450.00	EUGENE C. SCHULTER	47
BYRON-KEDVALE CONDO ASSOC.	8	ANNUAL 94	600.00	MICHAEL A. WOJCIK	30
CASA BONITA CONDOMINIUM ASSN.	66	SEMI-ANNUAL 94	1,080.00	BERNARD L. STONE	50
CEDAR CONDOMINIUMS, INC.	6	ANNUAL 94	450.00	BERNARD L. STONE	50
CHATHAM GROVE CONDO ASSN.	40	SEMI-ANNUAL 94	970.00	JOHN D. STEELE	06
CLAREMONT NORTH CONDOMINIUMS	32	ANNUAL 94	1,807.00	BERNARD L. STONE	50
CLARENDON COURT CONDO ASSC.	18	ANNUAL 94	1,350.00	HELEN SHILLER	46
CLARENDON LAKESIDE CONDO. ASSN	6	ANNUAL 94	450.00	HELEN SHILLER	46
CLARENDON-CUYLER CONDO. ASSN.	16	ANNUAL 94	1,200.00	HELEN SHILLER	46
CLIFTON LANDMARK CONDO. ASSOC.	24	SEMI-ANNUAL 94	900.00	CHARLES BERNARDINI	43
CLYBOURN LOFTS CONDOMINIUMS	56	SEMI-ANNUAL 93	1,856.00	CHARLES BERNARDINI	43
CLYBOURN LOFTS CONDOMINIUMS	56	SEMI-ANNUAL 94	2,100.00	CHARLES BERNARDINI	43
COLUMBIA HOMEOWNERS ASSOC.	6	ANNUAL 94	450.00	JOE MOORE	49
CONSTELLATION CONDOMINIUM ASSN	108	ANNUAL 94	4,223.00	BURTON F. NATARUS	42
COPPERFIELD CONDO. ASSN.	16	ANNUAL 94	1,200.00	CHARLES BERNARDINI	43
CORNELIA COURTS CONDO ASSN. II	6	ANNUAL 94	450.00	WILLIAM JP BANKS	36
DENIFER CONDO ASSN	38	ANNUAL 94	2,850.00	MARY ANN SMITH	48
DOVER SUITES CONDOMINIUMS	6	ANNUAL 94	450.00	CHARLES BERNARDINI	43
EAST PARK CONDOMINIUM	15	ANNUAL 94	1,125.00	BARBARA HOLT	05
EDGEWOOD MANOR II	11	ANNUAL 94	594.00	BRIAN G. DOHERTY	41
EDISON PARK PLACE CONDOMINIUM	24	ANNUAL 94	1,800.00	BRIAN G. DOHERTY	41
EDISON VILLAGE CONDO ASSOC.	8	SEMI-ANNUAL 94	300.00	BRIAN G. DOHERTY	41
ELLIS ESTATES CONDOMINIUM	9	ANNUAL 94	675.00	TONI PRECKWINKLE	04
EUGENIE WELLS CONDO ASSOC.	10	ANNUAL 94	746.05	CHARLES BERNARDINI	43
FIRST HYDE PARK CONDOMINIUM	6	ANNUAL 94	450.00	TONI PRECKWINKLE	04
FOUNTAINAIRE CONDOMINIUM	29	SEMI-ANNUAL 94	1,087.50	MICHAEL A. WOJCIK	30
FOUR CORNER III CONDO. ASSN.	6	SEMI-ANNUAL 94	225.00	TONI PRECKWINKLE	04
FOUR CORNERS II CONDO. ASSN.	21	ANNUAL 94	1,575.00	TONI PRECKWINKLE	04
FRANKLIN BUILDING CONDO ASSN.	61	ANNUAL 94	3,894.72	MADLINE HAITCOCK	02
FULTON HOUSE CONDOMINIUM	104	SEMI-ANNUAL 92	3,900.00	BURTON F. NATARUS	42

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 3/19/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
GALLERY LOFTS CONDO. ASSN.	29	ANNUAL 94	781.00	TERRY M. GABINSKI	32
GABLIGHT VILLAGE CONDO ASSN.	82	SEMI-ANNUAL 94	2,944.00	BERNARD J. HANSEN	44
GLENWOOD HOMES CONDO ASSOC.	6	SEMI-ANNUAL 94	225.00	PATRICK J O'CONNOR	40
GLENWOOD PROPERTY ASSOCIATION	6	ANNUAL 94	450.00	MARY ANN SMITH	48
GOLROSE MANOR CONDOMINIUMS	6	SEMI-ANNUAL 94	225.00	BILLY OCABIO	26
GRACELAND CONDOMINIUM ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
GRANVILLE GARDENS CONDO ASSOC.	17	SEMI-ANNUAL 94	637.50	PATRICK J O'CONNOR	40
GRANVILLE SYNDICATE	6	ANNUAL 94	450.00	PATRICK J O'CONNOR	40
GREENVIEW BUILDING CORPORATION	24	ANNUAL 94	1,800.00	JOE MOORE	49
HAMILTON CONDOMINIUM ASSOC.	9	ANNUAL 94	675.00	BERNARD L. STONE	50
HAMPTON HOUSE CONDOMINIUM	88	ANNUAL 94	2,287.70	BARBARA HOLT	05
HARPER SQUARE HOUSING CORP.	591	SEMI-ANNUAL 94	13,811.06	TONI PRECKWINKLE	04
HEADLEY SCHOOL CONDO. ASSN.	12	ANNUAL 94	900.00	CHARLES BERNARDINI	43
HIGGINS TERRACE CONDO ASSN.	8	ANNUAL 94	600.00	BRIAN O. DOHERTY	41
HOYNE CONDOMINIUM ASSOC.	6	ANNUAL 94	450.00	TERRY M. GABINSKI	32
JACKSON SHORE COOPERATIVE	20	ANNUAL 94	1,500.00	BARBARA HOLT	05
JACKSON TOWERS CONDOMINIUM	78	ANNUAL 94	5,850.00	BARBARA HOLT	05
JEFFERSON MANOR CONDO ASSN.	18	SEMI-ANNUAL 94	675.00	PATRICK J. LEVAR	45
JUNEWAY BUILDING CORPORATION	18	ANNUAL 94	1,350.00	JOE MOORE	49
KENMORE TOWNHOUSE CONDOMINIUM	6	ANNUAL 94	450.00	BERNARD J. HANSEN	44
KENNELLY SQUARE CONDO ASSOC.	268	SEMI-ANNUAL 93	6,014.18	CHARLES BERNARDINI	43
KEYSTONE GARDENS CONDO #2	24	ANNUAL 94	1,800.00	MICHAEL A. WOJCIK	30
KEYSTONE TERRACE CONDO. ASSN.	11	ANNUAL 94	825.00	MICHAEL A. WOJCIK	30
LAKE SHORE TOWERS COOPERATIVE	32	ANNUAL 94	2,400.00	HELEN SHILLER	46
LAKESIDE MANOR CONDO ASSN.	8	ANNUAL 94	600.00	HELEN SHILLER	46
LILL STREET CONDO. ASSOC.	14	SEMI-ANNUAL 94	525.00	TERRY M. GABINSKI	32
LINCOLN PARK VILLAS CONDO.	43	ANNUAL 94	3,065.00	CHARLES BERNARDINI	43
LUNT COURT CONDOMINIUM ASSN.	42	ANNUAL 94	3,150.00	JOE MOORE	49
M&M CONDOS & 711-713 W.	12	ANNUAL 94	900.00	HELEN SHILLER	46
MAGNOLIA MANOR CONDO. ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
MANGO CONDOMINIUMS	7	ANNUAL 94	525.00	PATRICK J. LEVAR	45
MARANATHA CONDOMINIUM ASSN.	6	ANNUAL 94	450.00	MARY ANN SMITH	48
MAUD COURT HOMEOWNERS ASSN.	15	ANNUAL 94	444.86	CHARLES BERNARDINI	43
MELROSE COMMONS CONDOMINIUM	16	ANNUAL 94	1,200.00	BERNARD J. HANSEN	44
MERGENTHALER BLDG. CONDO ASSOC.	20	ANNUAL 94	1,500.00	MADLINE HAITHCOCK	02
METRO CONDOS	6	ANNUAL 94	450.00	MICHAEL R. ZALEWSKI	23
MICHIGAN BUILDING CORPORATION	20	ANNUAL 94	1,500.00	BURTON F. NATARUS	42
MIDWAY ESTATES CONDO	6	ANNUAL 94	312.59	FRANK OLIVO	13
MIDWAY VIEW APARTMENTS	19	ANNUAL 93	1,425.00	BARBARA HOLT	05
MONT CLAIR CONDO. ASSOC.	6	SEMI-ANNUAL 94	225.00	HELEN SHILLER	46
MONTROSE MANOR CONDOMINIUM	12	ANNUAL 94	900.00	HELEN SHILLER	46
MOZART COURT CONDOMINIUM	13	ANNUAL 94	975.00	BERNARD L. STONE	50
NEWPORT CONDOMINIUM ASSN.	728	SEMI-ANNUAL 94	6,400.00	TONI PRECKWINKLE	04
NORTH FREMONT CONDO. ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
NORTH SHORE BEACH CONDO. ASSN.	19	ANNUAL 94	1,386.00	JOE MOORE	49

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS—PASSED

MEETING DATE 3/19/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELOYABLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
NORTH SHORE HOLLIS CONDO. ASSN.	6	ANNUAL 94	450.00	JOE MOORE	49
NORWOOD COURT INC	36	SEMI-ANNUAL 94	1,350.00	BRIAN O. DOHERTY	41
NORWOOD PLACE CONDOMINIUM ASSN	9	ANNUAL 94	445.00	BRIAN O. DOHERTY	41
DAKLEY PLACE CONDOMINIUM	5	ANNUAL 94	375.00	BERNARD L. STONE	50
OHIO CONDOMINIUM ASSOCIATION	8	ANNUAL 94	600.00	PERCY GILES	37
PARK CASTLE CONDOMINIUM ASSN.	68	ANNUAL 94	5,100.00	BERNARD L. STONE	50
PARK GARDEN CO-OP APT. CORP.	18	ANNUAL 94	1,350.00	BERNARD L. STONE	50
PARK HARBOR CONDO ASSN.	101	ANNUAL 94	4,182.00	HELEN SHILLER	46
PARK LAWRENCE CONDO. ASSOC.	14	ANNUAL 94	1,050.00	PATRICK J. LEVAR	45
PARK PLACE CONDOMINIUM II	18	ANNUAL 94	1,104.00	THOMAS W. MURPHY	18
PARK PLACE III CONDO ASSOC.	18	ANNUAL 94	1,104.00	THOMAS W. MURPHY	18
PARK PLACE IV CONDO. ASSOC.	18	ANNUAL 94	1,104.00	THOMAS W. MURPHY	18
PARKSIDE ON CLARENDON	15	ANNUAL 94	949.53	HELEN SHILLER	46
POINSETTA EAST CONDOMINIUM	10	ANNUAL 94	750.00	MADELINE HAITHCOCK	02
PRAIRIE HOUSE CONDOMINIUM ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
PRATT-ARTESIAN CONDO. ASSN.	39	ANNUAL 94	2,925.00	BERNARD L. STONE	50
PURGLOBS VIEW CONDOMINIUM	60	ANNUAL 92	4,272.00	MICHAEL R. ZALEWSKI	23
PURGLOBS VIEW CONDOMINIUM	60	ANNUAL 93	4,500.00	MICHAEL R. ZALEWSKI	23
RAVENSWOOD LOFTS CONDO. ASSOC.	35	ANNUAL 94	1,341.00	TERRY M. GABINSKI	32
RENAISSANCE CONDO. ASSOC.	32	ANNUAL 94	2,400.00	MARY ANN SMITH	48
RIDGE HOUSE CONDOMINIUM ASSOC.	40	ANNUAL 94	2,052.00	BERNARD L. STONE	50
RITCHIE COURT PRIVATE	191	ANNUAL 94	6,593.40	CHARLES BERNARDINI	43
RITCHIE TOWER CONDOMINIUM	108	ANNUAL 94	8,100.00	CHARLES BERNARDINI	43
ROSCOE VILLAGE LOFTS CONDO.	139	SEMI-ANNUAL 94	3,677.91	TERRY M. GABINSKI	32
SAUGANASH HOMEOWNERS ASSOC.	137	ANNUAL 94	10,275.00	MARGARET LAURINO	39
SAXONY COURT CONDOMINIUM	25	ANNUAL 94	1,875.00	EUGENE C. SCHULTER	47
SAYRE GARDENS CONDO. ASSN.	14	SEMI-ANNUAL 94	525.00	WILLIAM JP BANKS	36
SHEFFIELD LILL CONDO ASSN.	20	ANNUAL 94	1,500.00	CHARLES BERNARDINI	43
SHERIDAN BRIAR BD. CONDO. ASSN	15	SEMI-ANNUAL 94	562.50	BERNARD J. HANSEN	44
SHERIDAN EAST CONDO. ASSN.	8	ANNUAL 94	600.00	JOE MOORE	49
SHERIDAN POINT CONDOMINIUM	136	ANNUAL 94	5,562.00	JOE MOORE	49
SODA POP FACTORY CONDO. ASSN.	9	ANNUAL 94	675.00	CHARLES BERNARDINI	43
SOUTH-WEB CONDOMINIUM ASSN.	13	ANNUAL 94	975.00	CHARLES BERNARDINI	43
TARA GROVE CONDOMINIUM	20	ANNUAL 94	1,204.00	LORRAINE L DIXON	08
THE ELMS IN ROGERS PARK CONDO.	19	ANNUAL 94	1,425.00	JOE MOORE	49
THE EVELYN CONDOMINIUM ASSN.	13	ANNUAL 94	975.00	HELEN SHILLER	46
THE HAMPDEN GREEN CONDO ASSN.	206	ANNUAL 94	5,435.00	CHARLES BERNARDINI	43
THE MAGNOLIA STREET RESIDENCES	6	ANNUAL 94	450.00	CHARLES BERNARDINI	43
THE ROYALTON CONDOMINIUMS	81	ANNUAL 94	5,060.00	BERNARD L. STONE	50
THE SHERIDAN-BUENA CONDO	25	ANNUAL 94	1,875.00	HELEN SHILLER	46
THE VINNEDGE CONDO. ASSN.	13	ANNUAL 94	975.00	BURTON F. NATARUS	42
THORNDALE BEACH NORTH CONDO	151	ANNUAL 94	7,440.00	MARY ANN SMITH	48
THORNDALE EAST CONDO. ASSN.	12	ANNUAL 94	900.00	MARY ANN SMITH	48
VANDERPOELWOOD CONDO ASSOC.	24	SEMI-ANNUAL 94	810.00	GINGER RUGAI	19
VERMILLION CONDOMINIUM ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 3/19/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
VICTORIA TERRACE CONDO. ASSN.	21	ANNUAL 94	1,375.00	HELEN SHILLER	46
VICTORIAN LANDMARK CONDO.	32	ANNUAL 94	2,400.00	CHARLES BERNARDINI	43
VILLAS OF EDISON PARK CONDO	16	SEMI-ANNUAL 94	489.60	BRIAN O. DOHERTY	41
WALTON STREET APARTMENTS	26	ANNUAL 94	1,610.00	BURTON F. NATARUS	42
WAVELAND COURTS CONDO ASSOC.	50	ANNUAL 94	3,750.00	HELEN SHILLER	46
WAVELAND GARDENS CONDO. ASSOC.	50	SEMI-ANNUAL 94	1,265.00	HELEN SHILLER	46
WEBSTER ON THE PARK	6	ANNUAL 94	450.00	CHARLES BERNARDINI	43
WESTGATE CENTER CONDOMINIUM	35	SEMI-ANNUAL 94	1,312.50	WALTER BURNETT JR.	27
WILLOW DAYTON CONDO ASSC.	16	ANNUAL 94	1,200.00	CHARLES BERNARDINI	43
WILLOW GLEN CONDO ASSOC.	39	ANNUAL 94	2,771.00	MARY ANN SMITH	48
WILSHIRE CONDOMINIUM ASSN.	18	ANNUAL 94	1,350.00	THOMAS W. MURPHY	18
WINCHESTER COURT CONDO ASSOC.	38	ANNUAL 94	2,198.00	PATRICK J. O'CONNOR	40
WINDSOR WEST CONDO ASSOC.	36	ANNUAL 94	2,700.00	PATRICK J. LEVAR	45
WINDONA ELSTON CONDO. ASSN.	15	ANNUAL 94	1,125.00	PATRICK J. LEVAR	45
WINDONA WALK CONDOMINIUM ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
WRIGHTVILLE CONDO. ASSN.	6	ANNUAL 94	450.00	BERNARD J. HANSEN	44
1054-56 W. NORTH SHORE CONDO	6	ANNUAL 94	450.00	JOE MOORE	49
1200 N. LAKE SHORE CONDO. ASSN.	56	ANNUAL 94	3,694.00	BURTON F. NATARUS	42
1212 LAKE SHORE DRIVE CONDO.	180	SEMI-ANNUAL 94	6,027.37	BURTON F. NATARUS	42
1218-20 ALBION CONDOMINIUM	6	ANNUAL 94	450.00	JOE MOORE	49
1253-55 W. ELMDALE CONDOMINIUM	7	ANNUAL 94	525.00	MARY ANN SMITH	48
1300 LAKE SHORE DRIVE CONDO	151	ANNUAL 94	9,097.20	CHARLES BERNARDINI	43
1300 N. LABALLE ASSOCIATION	7	ANNUAL 94	525.00	BURTON F. NATARUS	42
1330 FARO CONDOMINIUM ASSN.	24	ANNUAL 94	1,800.00	JOE MOORE	49
1339 N. DEARBORN CONDOMINIUM	112	ANNUAL 94	4,092.00	BURTON F. NATARUS	42
1430 LAKE SHORE DRIVE	24	SEMI-ANNUAL 94	900.00	CHARLES BERNARDINI	43
1431-33 WEST RASCHER CONDO	6	ANNUAL 94	450.00	MARY ANN SMITH	48
1510 W. GREENLEAF CONDO ASSOC.	12	ANNUAL 94	900.00	JOE MOORE	49
1531-33 W. THORNDALE CORP.	7	SEMI-ANNUAL 94	262.50	MARY ANN SMITH	48
1540 LAKE SHORE DRIVE CORP.	29	SEMI-ANNUAL 94	1,087.50	CHARLES BERNARDINI	43
1634-36 GREENLEAF CONDOMINIUM	6	ANNUAL 94	450.00	JOE MOORE	49
1750 N. WELLS CONDOMINIUM	24	ANNUAL 94	1,787.00	CHARLES BERNARDINI	43
2000 WEST HADDON CONDO. ASSN.	14	ANNUAL 94	790.75	JESSE GRANATO	01
21 E. CHESTNUT CONDO ASSOC.	166	SEMI-ANNUAL 94	2,808.00	BURTON F. NATARUS	42
2107 W. JARVIS CONDO. ASSC.	6	ANNUAL 94	450.00	JOE MOORE	49
2144 LINCOLN PK. WEST CONDO	91	SEMI-ANNUAL 92	3,285.46	CHARLES BERNARDINI	43
219 EAST LAKE SHORE DR. CONDO	27	ANNUAL 94	2,025.00	BURTON F. NATARUS	42
2201 NORTH CLEVELAND CONDO.	29	ANNUAL 94	2,175.00	CHARLES BERNARDINI	43
2232-34 N. BISSELL HOMEOWNERS	6	ANNUAL 94	450.00	CHARLES BERNARDINI	43
2335 N. COMMONWEALTH CONDO.	41	SEMI-ANNUAL 94	1,537.50	CHARLES BERNARDINI	43
2500 N. LAKEVIEW ASSOCIATION	158	SEMI-ANNUAL 94	5,925.00	CHARLES BERNARDINI	43
2615 W. FOSTER CONDO ASSN.	15	ANNUAL 94	1,125.00	PATRICK J. O'CONNOR	40
3150 CONDOMINIUM ASSOCIATION	204	SEMI-ANNUAL 94	5,467.31	BERNARD J. HANSEN	44
3750 LAKE SHORE DRIVE INC.	132	ANNUAL 94	7,563.87	HELEN SHILLER	46
3762-64 N. FREMONT CONDO. ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46



CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 3/19/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
3950 NORTH LAKE SHORE DRIVE	660	ANNUAL 94	32,640.00	HELEN SHILLER	46
4217 N. SHERIDAN CONDO ASSOC.	7	ANNUAL 94	525.00	HELEN SHILLER	46
4310-22 CLARENDON CONDO. ASSN.	45	ANNUAL 94	1,728.69	HELEN SHILLER	46
4352-54 N. KENMORE CONDO. ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
4417-19 N. BEACON CONDO. ASSOC.	6	ANNUAL 94	450.00	HELEN SHILLER	46
455 W. GRANT PLACE CONDO.	16	ANNUAL 94	1,200.00	CHARLES BERNARDINI	43
4621-23 N. MALDEN CONDO. ASSN.	6	ANNUAL 94	428.24	HELEN SHILLER	46
4640 N. KENMORE CONDO. ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
4826 NORTH KENMORE CONDO. ASSN.	6	SEMI-ANNUAL 94	225.00	HELEN SHILLER	46
4900 MARINE DRIVE CONDO. ASSN.	82	SEMI-ANNUAL 94	2,303.00	MARY ANN SMITH	48
4950 POWHATAN BUILDING CORP.	40	ANNUAL 94	2,073.70	TONI PRECKWINKLE	04
500-902 WEST ROSCOE STREET	13	ANNUAL 94	975.00	BERNARD J. HANSEN	44
501 W. BELMONT CONDO. ASS'N.	19	ANNUAL 94	1,425.00	BERNARD J. HANSEN	44
5100 N. SHERIDAN ROAD CONDO.	40	SEMI-ANNUAL 94	1,500.00	MARY ANN SMITH	48
515 W. BELDEN TOWNHOUSES	16	ANNUAL 94	1,200.00	CHARLES BERNARDINI	43
5302-12 CORNELL CONDOMINIUM	15	ANNUAL 94	1,125.00	BARBARA HOLT	05
5328-30 HYDE PARK CONDO. ASSOC	6	ANNUAL 94	450.00	BARBARA HOLT	05
5454-60 KIMBARK CO-OPERATIVE	24	ANNUAL 94	1,800.00	TONI PRECKWINKLE	04
5458-60 HYDE PARK CONDO. ASSN.	6	ANNUAL 94	450.00	BARBARA HOLT	05
5474-76 S. EVERETT AVENUE	6	ANNUAL 94	450.00	BARBARA HOLT	05
5485-89 CORNELL AVENUE CONDO.	9	ANNUAL 94	675.00	BARBARA HOLT	05
59-65 E. CEDAR CONDOMINIUM	32	ANNUAL 94	1,458.50	BURTON F. NATARUS	42
6-12 SCOTT COOPERATIVE APTS.	14	ANNUAL 94	1,050.00	BURTON F. NATARUS	42
610-12 SURF CONDO ASSC.	8	ANNUAL 94	600.00	BERNARD J. HANSEN	44
6121 WEST HIGGINS AVE. CONDO.	16	SEMI-ANNUAL 94	440.00	PATRICK J. LEVAR	45
629-31 W. SHERIDAN CONDO. ASSN.	12	ANNUAL 94	900.00	HELEN SHILLER	46
655 W. BITTERSWEET CONDO. ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
663 WEST GRACE CONDO. ASSOC.	80	ANNUAL 94	3,005.00	HELEN SHILLER	46
6635-37 NORTH GLENWOOD CONDO	6	ANNUAL 94	450.00	PATRICK J O'CONNOR	40
6646 WEST 64TH PLACE CORP.	6	ANNUAL 94	450.00	MICHAEL R. ZALEWSKI	23
700 CORNELIA CONDOMINIUM ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
701 W. BITTERSWEET CONDO. ASSN.	6	ANNUAL 94	450.00	HELEN SHILLER	46
7058-60 N. GREENVIEW CONDO.	6	ANNUAL 94	450.00	JOE MOORE	49
708-10 W. BUENA AVE. CONDO	9	ANNUAL 94	675.00	HELEN SHILLER	46
708-14 W. WELLINGTON CONDO.	14	SEMI-ANNUAL 94	354.00	BERNARD J. HANSEN	44
720 GORDON TERRACE CONDO. ASSN.	268	ANNUAL 94	12,823.74	HELEN SHILLER	46
740-42 BITTERSWEET CONDOMINIUM	6	ANNUAL 94	450.00	HELEN SHILLER	46
7520 RIDGE BUILDING CORP.	6	ANNUAL 94	426.00	BERNARD L. STONE	50
7522 RIDGE BUILDING CORP.	6	ANNUAL 94	426.00	BERNARD L. STONE	50
7522 1/2 RIDGE BLDG CO-OP	6	ANNUAL 94	426.00	BERNARD L. STONE	50
817 GEORGE CONDOMINIUM ASSN.	8	ANNUAL 94	600.00	BERNARD J. HANSEN	44
8427-31 W. BRYN MAWR CONDO.	12	ANNUAL 94	900.00	BRIAN O. DOHERTY	41
848 W. GUNNISON CONDOMINIUM	6	ANNUAL 94	450.00	MARY ANN SMITH	48
912-14 WINDONA CONDO ASSC.	6	ANNUAL 94	450.00	MARY ANN SMITH	48
915-17 W. GUNNISON STREET	6	ANNUAL 94	450.00	MARY ANN SMITH	48

(Continued from page 41272)

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 49.

*Nays* -- None.

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

Alderman Stone was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account Number 314-99-2005-9148-0938:

[List of claimants printed on pages 41279  
through 41298 of this Journal.]

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABELSON, LAURA	17-03-202-063-1163	42 NATARUS	50.00
ABELSON, SALLY	10-36-205-058-1001	50 STONE	50.00
ABRAHAM, MOELLA M.	10-36-100-015-1145	50 STONE	50.00
ACKERMAN, PAUL	10-36-100-015-1023	50 STONE	50.00
ADLER, MARJORY	17-10-400-012-1691	42 NATARUS	50.00
ALBAHO, LEDNA	17-10-200-065-1328	42 NATARUS	50.00
ALBRECHT, SIDNEY J.	10-36-100-011-1003	50 STONE	50.00
ALEXANDER, NENDA	10-36-118-005-1122	50 STONE	50.00
ALSPACH, ALMA M.	17-10-400-012-1853	42 NATARUS	50.00
APFELBERG, FRIEDA	10-36-120-003-1075	50 STONE	50.00
ARIES, MARIE L.	17-03-108-016-1064	42 NATARUS	50.00
ARKIN, GOLDIE	17-03-220-020-1297	42 NATARUS	50.00
ARNOLD, ANNA R.	10-36-118-005-1079	50 STONE	50.00
ARNSTEIN, SAMUEL	17-10-214-011-1513	42 NATARUS	50.00
ASHER, HARRY H.	17-10-200-065-1222	42 NATARUS	50.00
ASHER, HELEN	17-03-204-064-1121	42 NATARUS	50.00
ASHMAN, ALBERT	10-36-120-003-1018	50 STONE	50.00
ASTRIN, NETTIE	10-36-118-005-1167	50 STONE	50.00
ATLAS, JONAH	13-01-122-036-1012	50 STONE	50.00
ATLASS, THERESA B.	17-03-204-064-1110	42 NATARUS	50.00
AYRES, ALICE	17-03-222-023-1301	42 NATARUS	50.00
BACHRACH, LED A.	10-36-118-005-1199	50 STONE	50.00
BAHRMASEL, MARTHA	10-36-100-011-1172	50 STONE	50.00
BAILEY, ROBERT L.	17-03-220-020-1358	42 NATARUS	50.00
BAILEY, VIRGINIA	11-31-400-051-1012	50 STONE	50.00
BAKER, JAMES	17-03-108-026-1017	42 NATARUS	50.00
BARBATO, FLORENCE A.	10-36-100-011-1175	50 STONE	50.00
BARKER, GRACE	17-03-220-020-1032	42 NATARUS	50.00
BARNETT, VERONICA	17-10-200-065-1273	42 NATARUS	50.00
BARR, EILEEN V.	19-09-409-061-1007	23 ZALENSKI	50.00
BARTELL, JEAN A.	17-03-112-033-1094	42 NATARUS	50.00
BARTON, FRANK & FRIEDA	10-36-119-003-1083	50 STONE	50.00
BARTON, THOMAS P. & VIRGINIA	12-24-400-041-1001	36 BANKS	50.00
BASKIN, ROBERT	10-36-100-015-1018	50 STONE	50.00
BASKOVITZ, DIANA	10-36-119-003-1037	50 STONE	50.00
BASS, ISABELLE	17-03-111-005-0000	42 NATARUS	50.00
BAUN, HILDA	10-36-118-005-1037	50 STONE	50.00
BEAVER, EILEEN H.	17-09-410-014-1002	42 NATARUS	50.00
BECKER, ALICE L.	17-10-122-022-1105	42 NATARUS	50.00
BECKER, GARRY	10-36-100-015-1203	50 STONE	50.00
BECKER, PEARL	10-36-118-005-1032	50 STONE	50.00
BEHR, AL L.	10-36-119-003-1053	50 STONE	50.00
BEHR, ELSA	17-10-200-065-1041	42 NATARUS	50.00
BEHR, MILDRED	17-03-204-063-1128	42 NATARUS	50.00
BEKOWSKY, SYLVIA	10-36-118-005-1195	50 STONE	50.00
BELLOWS, MARY	17-03-202-061-1021	42 NATARUS	50.00
BENESCH, BEATRICE B.	17-03-222-023-1302	42 NATARUS	50.00
BERG, MAX	17-10-200-065-1260	42 NATARUS	50.00
BERGER, MARJORIE S.	17-10-400-012-1329	42 NATARUS	50.00
BERGER, NATHAN	10-36-119-003-1108	50 STONE	50.00
BERGERE, JEAN	17-03-220-020-1525	42 NATARUS	50.00

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SMALL CLAIMS, CITY OF CHICAGO  
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NAME	PIH NUMBER	ALDERMAN	AMOUNT
BERGMAN, MORA D.	17-03-202-061-1105	42 NATARUS	50.00
BERKLEY, BESS A.	10-36-118-005-1116	50 STONE	50.00
BERKOVITZ, ETHEL	10-36-120-003-1132	50 STONE	50.00
BERKOVITZ, JEANNE G.	10-36-119-003-1057	50 STONE	50.00
BERKOVITZ, SHIRLEY	14-05-403-021-1067	48 SMITH	50.00
BERKSON, IRVING	17-03-204-064-1040	42 NATARUS	50.00
BERKSON, SADIE	17-03-214-014-1032	42 NATARUS	50.00
BERNDORF, NOLLIE	10-36-100-015-1211	50 STONE	50.00
BERNSTEIN, MARY	10-36-120-003-1013	50 STONE	50.00
BERNSTEIN, PEARL	10-36-100-011-1242	50 STONE	50.00
BERNSTEIN, SIDNEY M.	10-36-118-005-1226	50 STONE	50.00
BERS, LILLIAN K.	10-36-118-005-1150	50 STONE	50.00
BEZIMOVICH, NED J.	19-19-209-047-1005	23 ZALEWSKI	50.00
BICHL, GERALDINE	11-31-114-022-1023	50 STONE	50.00
BILLINGS, RITA C.	17-03-227-022-1033	42 NATARUS	50.00
BILSKY, MOSES	17-10-200-068-1146	42 NATARUS	50.00
BIOFF, FRANCES	17-04-207-086-1242	42 NATARUS	50.00
BIRNDORF, BERYL A.	17-03-214-014-1183	42 NATARUS	50.00
BLITSTIEN, AL	10-36-118-005-1155	50 STONE	50.00
BLOCK, HELEN	17-10-400-012-1642	42 NATARUS	50.00
BLOCK, SIDNEY	17-03-228-024-1014	42 NATARUS	50.00
BLOUNDER, ROSALIE	10-36-100-015-1137	50 STONE	50.00
BLOOM, EDWARD E.	17-03-204-063-1164	42 NATARUS	50.00
BLOOM, HILORED L.	10-36-100-011-1026	50 STONE	50.00
BLUE, DANIEL	10-36-120-003-1044	50 STONE	50.00
BLUM, LILLIAN	10-36-118-005-1118	50 STONE	50.00
BLUMBERG, ELLIDTT	17-03-202-061-1126	42 NATARUS	50.00
BLUMBERG, RUTH H	17-03-202-061-1030	42 NATARUS	50.00
BLUMENTHAL, FRIMA H.	17-03-214-014-1034	42 NATARUS	50.00
BOEHM, NATHAN	17-03-202-061-1091	42 NATARUS	50.00
BOGOLUB, MILDRED	17-03-220-020-1015	42 NATARUS	50.00
BOLL, WALTER L.	10-36-118-005-1078	50 STONE	50.00
BOMASH, HELEN	17-03-222-023-1305	42 NATARUS	50.00
BORELLO, CLARA	17-10-400-012-1373	42 NATARUS	50.00
BORONITZ, JOSEPH	17-03-108-016-1134	42 NATARUS	50.00
BOSHES, ADELINE C.	17-03-220-020-1505	42 NATARUS	50.00
BOWDEN, JOHN W.	17-10-401-005-1183	42 NATARUS	50.00
BOWER, JEANNE	17-03-214-014-1071	42 NATARUS	50.00
BOYER, ESTHER	10-36-120-003-1151	50 STONE	50.00
BOYLE, ELIZABETH	10-36-218-043-1011	50 STONE	50.00
BRADY, HARRIET B.	17-03-226-065-1055	42 NATARUS	50.00
BRAUDY, FLORENCE M.	17-03-204-064-1009	42 NATARUS	50.00
BRAUN, MRS. KATHERINE	14-16-300-027-1071	46 SHILLER	50.00
BRAVERMAN, JULIA	10-36-120-003-1089	50 STONE	50.00
BREYER, ADELE S.	10-36-118-005-1030	50 STONE	50.00
BRISTON, ALEXANDRA L.	17-10-200-068-1009	42 NATARUS	50.00
BROCH, HENRY	17-03-202-061-1004	42 NATARUS	50.00
BRODSKY, RAYMOND D.	10-36-100-011-1212	50 STONE	50.00
BRODSKY, SYLVIA	10-36-100-015-1112	50 STONE	50.00
BRODY, ROSE A.	17-10-200-065-1300	42 NATARUS	50.00
BROWN, ALICE	17-03-202-061-1018	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BROWN, FREDRIC D.	10-36-118-005-1082	50 STONE	50.00
BRUSKI, HERMAN	10-36-118-005-1089	50 STONE	50.00
BUCKMAN, MORRIS	10-36-100-015-1034	50 STONE	50.00
BUDNITSKY, MINNIE	10-36-100-015-1163	50 STONE	50.00
BUDWIG, SAMUEL M.	17-10-200-068-1130	42 HATARUS	50.00
BURD, SINKHA	10-36-319-033-1006	50 STONE	50.00
BURGESS, HELEN	20-34-413-024-0000	06 STEELE	50.00
BURKE, ESTELLE M.	17-03-226-065-1038	42 HATARUS	50.00
BURNS, BETTY B.	17-10-122-022-1098	42 HATARUS	50.00
BURNSTEIN, EVELYN	10-36-120-003-1155	50 STONE	50.00
BUTTITA, CARL	17-03-102-033-1016	42 HATARUS	50.00
CAHEN, DANIEL	17-03-222-023-1101	42 HATARUS	50.00
CALHOUN, KATHEEN E.	17-09-410-014-1042	42 HATARUS	50.00
CALLAHAN, HELEN F.	17-04-424-051-1540	42 HATARUS	50.00
CANDOFF, SHIRLEY	10-36-120-003-1142	50 STONE	50.00
CAREY, WILLIAM E.	17-10-400-012-1887	42 HATARUS	50.00
CARGLE, ELMER D.	20-34-413-024-9449	06 STEELE	50.00
CASELLA, JAMES A.	17-10-400-012-1774	42 HATARUS	50.00
CHADEN, CHARLES B.	10-36-118-005-1096	50 STONE	50.00
CHAINOVITZ, LILLIAN	10-36-319-031-1003	50 STONE	50.00
CHISS, DORIS	10-36-118-005-1095	50 STONE	50.00
CIPOLLA, CARL	17-10-214-011-1514	42 HATARUS	50.00
CITTERMEN, HARVIN	10-36-100-015-1153	50 STONE	50.00
CLARK, RAYMOND K.	17-10-105-014-1197	42 HATARUS	50.00
CLAYMAN, CHARLES	17-03-220-020-1640	42 HATARUS	50.00
CLODBECK, GLORIA	10-36-100-015-1117	50 STONE	50.00
COANE, HILLARD	17-03-201-066-1061	42 HATARUS	50.00
COE, IDA	17-03-207-061-1086	42 HATARUS	50.00
COEN, THOMAS J.	17-03-215-013-1180	42 HATARUS	50.00
COHAN, FRANCES F.	10-36-100-011-1181	50 STONE	50.00
COHEN, ELSIE A.	10-36-118-005-1084	50 STONE	50.00
COHEN, ESTHER	10-36-120-003-1218	50 STONE	50.00
COHEN, EVELYN	17-03-204-063-1058	42 HATARUS	50.00
COHEN, PEARL J.	10-36-100-011-1039	50 STONE	50.00
COHEN, SALLY	10-36-119-003-1116	50 STONE	50.00
COHN, ROSALINE	17-03-202-061-1070	42 HATARUS	50.00
COLANGELO, THERESA	17-10-122-022-1243	42 HATARUS	50.00
COLE, SALLY	10-36-120-003-1187	50 STONE	50.00
COLLITZ, IRA	17-03-204-064-1138	42 HATARUS	50.00
COLLINS, AMELIA	9-36-400-031-1005	41 DHERTY	50.00
COLLINS, MARGUERITE M.	14-05-211-023-1094	48 SMITH	50.00
COLLINS, SHIRLEY J.	10-36-100-011-1184	50 STONE	50.00
COLMAN, MILTON	10-36-120-003-1064	50 STONE	50.00
COMRDE, RUTH H.	17-09-410-014-1633	42 HATARUS	50.00
CONGER, DOROTHY L.	17-03-226-065-1099	42 HATARUS	50.00
CONWAY, JAMES L.	17-04-207-086-1382	42 HATARUS	50.00
COOPER, BERNARD H.	17-03-214-014-1007	42 HATARUS	50.00
COOPERMAN, SEYMOUR	17-03-106-027-1096	42 HATARUS	50.00
CORN, ALBERT A.	10-36-100-015-1130	50 STONE	50.00
COX, ADELE M.	17-16-424-004-1089	02 HAITHCOCK	50.00
CRAIG, NANCY D.	17-10-122-022-1033	42 HATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
CRAIG, THOMAS	13-01-201-030-1007	50 STONE	50.00
CRAIN, BEATRICE	17-03-215-013-1189	42 NATARUS	50.00
CRISTOL, MARTHA	10-36-119-003-1068	50 STONE	50.00
CROWELL, PATRICIA	17-03-106-027-1104	42 NATARUS	50.00
CROWLEY, PATRICIA	17-03-220-020-1657	42 NATARUS	50.00
CULBERG, JACK J.	17-03-108-016-1045	42 NATARUS	50.00
CUNDIFF, RUSSELL G.	17-03-226-020-1261	42 NATARUS	50.00
CURTIS, JEANETTE A.	9-36-109-040-1003	41 DOHERTY	50.00
CUTLER, LILLIAN A.	10-36-218-043-1003	50 STONE	50.00
CUTLER, ROSE	10-36-119-003-1090	50 STONE	50.00
DATCHES, IRVING	10-36-100-015-1115	50 STONE	50.00
DANIELS, MILTON	10-36-311-041-1003	50 STONE	50.00
DAVEE, KEN M.	17-03-226-065-1215	42 NATARUS	50.00
DAVIES, ANN M.	17-10-203-027-1036	42 NATARUS	50.00
DAVIS, FAYE	17-03-202-061-1075	42 NATARUS	50.00
DAVIS, ISOBEL	17-03-226-065-1023	42 NATARUS	50.00
DANSON, ROBERT T.	17-04-207-086-1373	42 NATARUS	50.00
DECOSTER, LUCILLE	17-03-114-003-1005	42 NATARUS	50.00
DELICH, JUNE	17-10-122-022-1251	42 NATARUS	50.00
DELICHTER, ALBERT	17-03-226-065-1190	42 NATARUS	50.00
DELDTT, SAM	10-36-100-011-1096	50 STONE	50.00
DELQVE, CLAIRE	10-36-118-005-1203	50 STONE	50.00
DIAMOND, HELEN	10-36-100-015-1179	50 STONE	50.00
DIAMOND, SHIRLEY	10-36-100-015-1172	50 STONE	50.00
DISTENFIELD, SARAH	17-03-222-023-1218	42 NATARUS	50.00
DOETSCH, VIRGINIA L.	17-10-400-012-1044	42 NATARUS	50.00
DORDICK, ISADORE	17-03-215-013-1292	42 NATARUS	50.00
DORFMAN, ETHEL	17-03-215-013-1253	42 NATARUS	50.00
DOND, MARY	17-04-209-043-1065	42 NATARUS	50.00
DOND, MARY K.	17-10-401-005-1322	42 NATARUS	50.00
DRELL, CHARLOTTE	17-03-227-022-1098	42 NATARUS	50.00
DREYFUSS, ELSBETH	17-03-114-003-1021	42 NATARUS	50.00
DRY, FAYE	17-10-200-068-1117	42 NATARUS	50.00
DRY, FLORENCE	17-10-200-068-1185	42 NATARUS	50.00
DUBIN, FREDA	10-36-119-003-1113	50 STONE	50.00
DUBINSKY, LED	10-36-100-015-1059	50 STONE	50.00
DUCHEN, SHIRLEY	10-36-100-015-1176	50 STONE	50.00
DUDNIK, SABINA	10-36-205-058-1028	50 STONE	50.00
DUNN, LOUIS	10-36-100-013-1071	50 STONE	50.00
DUSHKIN, CALLA A.	10-36-119-003-1071	50 STONE	50.00
DWORIN, BERNARD	17-03-226-065-1162	42 NATARUS	50.00
DYREK, FRANCES	17-03-220-020-1342	42 NATARUS	50.00
EAGLE, FRIEDA	10-36-120-003-1176	50 STONE	50.00
EARDLEY, CATHERINE B.	17-03-114-003-1012	42 NATARUS	50.00
EDELHEIT, ARTHUR	10-36-118-005-1182	50 STONE	50.00
EDELHEIT, BEN	10-36-120-003-1016	50 STONE	50.00
EDELHEIT, MORTON	10-36-218-043-1018	50 STONE	50.00
EDELSTEIN, ISADORE	10-36-118-005-1183	50 STONE	50.00
EDELSTEIN, LUZER & IDA	10-36-100-015-1040	50 STONE	50.00
EDELSTEIN, MARIAN L.	17-03-202-061-1060	42 NATARUS	50.00
EDWARDS, GLADYS	20-34-413-024-0000	06 STEELE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
EHRlich, JACK	17-03-202-063-1155	42 NATARUS	50.00
EHRlich, REED M.	17-03-200-066-1018	42 NATARUS	50.00
EISENBERG, KARL S.	17-03-214-017-1007	42 NATARUS	50.00
EISENSTEIN, JOSEPH	10-36-100-015-1094	50 STONE	50.00
ELLIS, DANIEL	10-36-118-005-1178	50 STONE	50.00
ELLISON, IRMGARD R.	10-36-100-011-1030	50 STONE	50.00
EMMERMAN, ANNE	10-36-120-003-1048	50 STONE	50.00
EMMERMAN, DOROTHY	10-36-119-003-1130	50 STONE	50.00
EPSTEIN, ALLAN E.	17-03-202-063-1136	42 NATARUS	50.00
EPSTEIN, BEATRICE	10-36-120-003-1130	50 STONE	50.00
EPSTEIN, SARA	10-36-118-005-1179	50 STONE	50.00
ESSIG, DOROTHY J.	17-09-410-014-1347	42 NATARUS	50.00
ESTES, MYRA K.	10-36-100-015-1212	50 STONE	50.00
EVANS, JOHN V.	17-03-114-003-1101	42 NATARUS	50.00
FAIGEN, NAOMI	10-36-118-005-1175	50 STONE	50.00
FAHMAN, SELMA	17-03-220-020-1227	42 NATARUS	50.00
FAIRCHILD, VIRGINIA	11-31-124-021-1001	50 STONE	50.00
FALDET, BURTON	17-04-208-029-1023	42 NATARUS	50.00
FALSTEIN, LILLIAN	10-36-120-003-1125	50 STONE	50.00
FEFER, LEON	10-36-118-005-1200	50 STONE	50.00
FEIGEN, FRANK	17-10-122-022-1020	42 NATARUS	50.00
FEINHANDLER, HELEN W.	10-36-118-005-1170	50 STONE	50.00
FEINSTEIN, HATHAN	17-03-222-023-1341	42 NATARUS	50.00
FELBER, MILTON	17-03-106-027-1068	42 NATARUS	50.00
FELDMAN, CLARA	10-36-120-003-1109	50 STONE	50.00
FELDMAN, HYMAN	10-36-100-015-1167	50 STONE	50.00
FELDMAN, RUTH	17-03-200-066-1048	42 NATARUS	50.00
FELDMAN, SOPHIE	10-36-119-003-1023	50 STONE	50.00
FELDSTEIN, HAROLD	10-36-100-015-1171	50 STONE	50.00
FELLIN, MILDRED F.	10-36-119-003-1007	50 STONE	50.00
FERRIS, MARY C.	17-04-207-086-1196	42 NATARUS	50.00
FERRY, AUDREY	17-03-227-022-1195	42 NATARUS	50.00
FEUERSTEIN, SEYMOUR	17-03-214-014-1011	42 NATARUS	50.00
FEYERHERD, CHRISTA	19-19-215-023-1003	23 ZALEWSKI	50.00
FIALKOW, ABE	10-36-100-015-1128	50 STONE	50.00
FIELD, CYRMA	17-03-106-027-1070	42 NATARUS	50.00
FIGUEROA, CATHERINE M.	17-10-122-022-1458	42 NATARUS	50.00
FILERMAN, PEGGY	10-36-119-003-1157	50 STONE	50.00
FINK, LOUISE	17-03-220-020-1298	42 NATARUS	50.00
FINK, SYLVIA	10-36-120-003-1032	50 STONE	50.00
FINZELBER, EVELYN	17-03-220-127-1111	42 NATARUS	50.00
FIORETTI, FRANCES	10-36-120-003-1135	50 STONE	50.00
FISHMAN, SALLY	10-36-118-005-1239	50 STONE	50.00
FLEISHMAN, BEN	10-36-119-003-1137	50 STONE	50.00
FOLEY, GENEVIEVE	17-10-200-065-1226	42 NATARUS	50.00
FOSTER, BLANCHE M.	17-09-410-014-1335	42 NATARUS	50.00
FOX, NOAH I.	10-36-118-005-1231	50 STONE	50.00
FRANE, RUTH	17-03-228-024-1008	42 NATARUS	50.00
FRANK, VIVIAN	10-36-100-011-1135	50 STONE	50.00
FRANKEL, LEDNA	10-36-118-005-1067	50 STONE	50.00
FRANKLIN, MAURICE	10-36-120-003-1105	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FRANKLIN, MEYER	17-03-222-023-1103	42 NATARUS	50.00
FRAZER, WILLIAM H.	17-09-410-014-1196	42 NATARUS	50.00
FRIEDLAND, PEARL	17-03-215-013-1118	42 NATARUS	50.00
FRIEDMAN, BELLE	10-36-119-002-1077	50 STONE	50.00
FRIEDMAN, EILEEN	10-36-118-005-1003	50 STONE	50.00
FRIEDMAN, IRYS	17-03-220-020-1022	42 NATARUS	50.00
FRIEDMAN, NETTIE	10-36-118-005-1075	50 STONE	50.00
FRIEND, DOROTHY	17-03-108-016-1020	42 NATARUS	50.00
FRIGD, JOHNNY V.	17-03-114-003-1166	42 NATARUS	50.00
FROST, ZONA	17-10-400-012-1848	42 NATARUS	50.00
FRYER, CHARLES M.	17-03-220-020-1384	42 NATARUS	50.00
FUCHSMANN, PRUDENCE	14-16-301-041-1235	46 SHILLER	50.00
FURIE, LEO M.	10-36-100-015-1162	50 STONE	50.00
FURLONG, LEDNA	11-30-307-207-1062	50 STONE	50.00
GAHAN, ELEANOR M.	17-09-410-014-1733	42 NATARUS	50.00
GALLAGHER, VERONICA P.	17-03-204-064-1054	42 NATARUS	50.00
GALLO, GENEVIEVE	17-10-400-012-1169	42 NATARUS	50.00
GALOWICH, LEAH R.	17-03-214-014-1131	42 NATARUS	50.00
GALPIN, FANNIE	10-36-120-003-1074	50 STONE	50.00
GALTER, FLAVIA	10-36-119-003-1089	50 STONE	50.00
GARDNER, MARY B.	17-03-215-013-1071	42 NATARUS	50.00
GARFINKEL, GRACE	10-36-100-015-1180	50 STONE	50.00
GARLOUSKY, SHIRLEY	10-36-120-003-1017	50 STONE	50.00
GARVEY, SADIE	10-36-119-003-1182	50 STONE	50.00
GASSNER, IRVING H.	10-36-100-015-1091	50 STONE	50.00
GELMAN, BETTYE	17-03-220-020-1116	42 NATARUS	50.00
GENESEN, LOUIS	17-03-214-014-1190	42 NATARUS	50.00
GENTILE, ANN	17-10-214-011-1453	42 NATARUS	50.00
GENTRY, RUTH C.	17-03-220-020-1586	42 NATARUS	50.00
GERGANS, MINNIE	10-36-120-003-1061	50 STONE	50.00
GERSON, BEN	10-36-118-005-1127	50 STONE	50.00
GIFFORD, MARIAN	17-03-201-069-1028	42 NATARUS	50.00
GILMAN, SALLY	10-36-119-003-1161	50 STONE	50.00
GITLER, ARTHUR	10-36-119-003-1033	50 STONE	50.00
GIUNTOLI, LENDRE	17-04-207-086-1029	42 NATARUS	50.00
GLADSTONE, ALBERT	17-03-204-064-1081	42 NATARUS	50.00
GLICK, JOEL	17-03-215-013-1060	42 NATARUS	50.00
GLICK, ROBERT R.	17-03-204-064-1002	42 NATARUS	50.00
GLICKMAN, ANNETTE	17-10-400-012-1696	42 NATARUS	50.00
GLICKMAN, DOROTHY	10-36-120-003-1208	50 STONE	50.00
GNIWEX, PAUL	17-03-108-016-1084	42 NATARUS	50.00
GOLAN, BERTHA	10-36-100-015-1024	50 STONE	50.00
GOLD, CHARLES	10-36-120-003-1174	50 STONE	50.00
GOLD, JEROME J.	17-04-424-051-1554	42 NATARUS	50.00
GOLD, MYRA F.	17-04-209-043-1148	42 NATARUS	50.00
GOLD, SHIRLEY	10-36-120-003-1062	50 STONE	50.00
GOLDBERG, DONALD	10-36-100-011-1053	50 STONE	50.00
GOLDBERG, HARIET B.	17-03-202-061-1061	42 NATARUS	50.00
GOLDBERG, LUCILLE	10-36-120-003-1073	50 STONE	50.00
GOLDBERG, MARIAN	10-36-119-003-1105	50 STONE	50.00
GOLDBERG, SYLVIA	10-36-118-005-1201	50 STONE	50.00



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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GOLDEN, MARGARET	17-03-214-014-1081	42 NATARUS	50.00
GOLDENBERG, HENRIETTA	17-03-220-020-1337	42 NATARUS	50.00
GOLDFARB, KISEL	10-36-319-033-1012	50 STONE	50.00
GOLDMAN, ESTHER D.	10-36-119-003-1065	50 STONE	50.00
GOLDMAN, IDA B.	14-06-201-011-1003	50 STONE	50.00
GOLDMAN, LEAH	10-36-120-003-1097	50 STONE	50.00
GOLDMAN, LILYAN	10-36-120-003-1100	50 STONE	50.00
GOLDMAN, NORMA	17-03-220-020-1004	42 NATARUS	50.00
GOLDMAN, SHIRLEY	10-36-118-005-1272	50 STONE	50.00
GOLDMAN, SYLIA	10-36-100-011-1035	50 STONE	50.00
GOLDSTEIN, ARNOLD D.	17-03-202-063-1002	42 NATARUS	50.00
GOLDSTEIN, IDA	10-36-120-003-1083	50 STONE	50.00
GOLDSTEIN, KLARA	10-36-100-011-1084	50 STONE	50.00
GOLDSTEIN, LILLIAN	17-03-204-063-1132	42 NATARUS	50.00
GOLDSTEIN, ROSE L.	10-36-100-011-1130	50 STONE	50.00
GOLDSTEIN, RUTH	10-36-218-043-1021	50 STONE	50.00
GOLUB, SAMUEL J.	10-36-118-005-1108	50 STONE	50.00
GOLUB, SYLVIA L.	10-36-118-005-1157	50 STONE	50.00
GOODHART, JEROME	17-03-204-063-1087	42 NATARUS	50.00
GOODMAN, ALVIN L.	10-36-100-011-1060	50 STONE	50.00
GOODMAN, ANNE	10-36-100-011-1040	50 STONE	50.00
GOODMAN, ROBERT L. & ROSALYN	17-10-400-012-1646	42 NATARUS	50.00
GOODMAN, SAMUEL	17-03-201-069-1002	42 NATARUS	50.00
GORDON, ARTHUR	17-03-214-014-1109	42 NATARUS	50.00
GORDON, BERENICE	17-03-214-014-1008	42 NATARUS	50.00
GORDON, EVELYN	10-36-120-003-1114	50 STONE	50.00
GORDON, HERBERT	17-10-400-012-1809	42 NATARUS	50.00
GORDON, MAYER L.	10-36-118-005-1154	50 STONE	50.00
GORE, JEROME	17-03-202-061-1045	42 NATARUS	50.00
GORMAN, THOMAS	17-03-201-068-1003	42 NATARUS	50.00
GOSS, MYRTLE	10-36-118-005-1191	50 STONE	50.00
GRAFF, JEROME	10-36-100-015-1121	50 STONE	50.00
GRANT, JOSEPH S.	17-03-202-063-1043	42 NATARUS	50.00
GRAUMAN, GLADYS	17-03-202-061-1012	42 NATARUS	50.00
GREBE, DOLORES A.	11-30-307-207-1035	50 STONE	50.00
GREEN, KERMIT H.	10-36-119-003-1155	50 STONE	50.00
GREENBERG, LEO	10-36-118-005-1174	50 STONE	50.00
GREENBLATT, LEON	10-36-100-015-1103	50 STONE	50.00
GREENE, BETTY REIZMAN	10-36-100-015-1029	50 STONE	50.00
GREENE, EVELYN R.	17-03-204-063-1182	42 NATARUS	50.00
GREENMAN, MARY	10-36-100-015-1144	50 STONE	50.00
GREENSPAN, FLORENCE	10-36-100-015-1149	50 STONE	50.00
GRODMAN, EVELYN	17-03-226-065-1071	42 NATARUS	50.00
GRONER, LILLIAN	10-36-120-003-1199	50 STONE	50.00
GRONER, MENNETTE	10-36-118-005-1069	50 STONE	50.00
GROSS, EDITH	10-36-100-015-1201	50 STONE	50.00
GROSS, LILLIAN	10-36-120-003-1001	50 STONE	50.00
GURVEY, ROY	17-03-227-018-1102	42 NATARUS	50.00
GUTHMAN, LEO	17-03-202-061-1112	42 NATARUS	50.00
GUTTMAN, SALLY	17-03-222-023-1087	42 NATARUS	50.00
GUYSEKIR, MAURICE G.	10-36-100-011-1123	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HADLEY, PRISCILLA	17-03-110-011-1017	42 NATARUS	50.00
HAMMERMAN, CHARLOTTE	17-03-114-003-1153	42 NATARUS	50.00
HAMPTON, ROBERT W.	17-10-400-012-1462	42 NATARUS	50.00
HANDZEL, FLORENCE	10-36-118-005-1107	50 STONE	50.00
HANSON, BONITA	17-03-222-023-1308	42 NATARUS	50.00
HARRIS, AL A.	10-36-120-003-1098	50 STONE	50.00
HARRIS, MARJORIE R.	17-09-410-014-1127	42 NATARUS	50.00
HARRIS, MARVIN U.	17-03-226-065-1245	42 NATARUS	50.00
HARRIS, SYLVIA	10-36-100-015-1108	50 STONE	50.00
HARRISON, GERTRUDE R.	10-36-118-005-1058	50 STONE	50.00
HARRISON, LEO M.	17-03-204-063-1105	42 NATARUS	50.00
HARRISON, STANLEY	17-03-202-063-1131	42 NATARUS	50.00
HAUG, ELSIE	17-09-410-014-1884	42 NATARUS	50.00
HAUPTMAN, JACK	10-36-118-005-1187	50 STONE	50.00
HAZAN, ALBERT	10-36-100-015-1125	50 STONE	50.00
HEATTER, GERALD R.	17-03-227-022-1012	42 NATARUS	50.00
HEIDELBERGER, ROBERT & RUTH	10-36-118-005-1176	50 STONE	50.00
HEILIZER, FRED	14-16-304-039-1101	46 SHILLER	50.00
HENRY, GRACE	17-10-401-005-1646	42 NATARUS	50.00
HERBERT, ANTONIA	17-03-200-063-1120	42 NATARUS	50.00
HERCKIS, JACK	10-36-100-011-1195	50 STONE	50.00
HERSHENSON, SADIE	17-03-220-020-1530	42 NATARUS	50.00
HERST, LEDNARD	10-36-118-005-1083	50 STONE	50.00
HERSTEIN, MARIANNE	17-03-215-013-1219	42 NATARUS	50.00
HESS, SIDNEY	17-03-202-061-1037	42 NATARUS	50.00
HILLNER, SHIRLEY	17-03-227-018-1058	42 NATARUS	50.00
HILLSTROM, HAZEL M.	17-10-400-012-1121	42 NATARUS	50.00
HIRSCH, LOTTIE B.	10-36-119-003-1092	50 STONE	50.00
HIRTE, MARIE	17-10-200-065-1149	42 NATARUS	50.00
HLINOMAZ, ULASTIMIL & ANNA	10-36-119-003-1038	50 STONE	50.00
HODGSON, EDITH	17-03-215-013-1490	42 NATARUS	50.00
HOFF, MILDRED	10-36-100-011-1064	50 STONE	50.00
HOFFMAN, MARIE	17-03-227-018-1107	42 NATARUS	50.00
HOFFMAN, ROBERT	10-36-118-005-1140	50 STONE	50.00
HOFFMASTER, JEAN	17-03-227-022-1215	42 NATARUS	50.00
HOGAN, KATHLEEN M.	17-10-203-027-1040	42 NATARUS	50.00
HOLLAND, BELLE S.	10-36-100-011-1009	50 STONE	50.00
HOLLANDER, MARSHALL	17-03-214-014-1128	42 NATARUS	50.00
HOLTZBERG, RAE	10-36-119-003-1159	50 STONE	50.00
HONDROFF, JEANNE	10-36-120-003-1137	50 STONE	50.00
HOPSON, MARGARET R.	17-03-227-022-1009	42 NATARUS	50.00
HORNBY, DORIS	17-03-214-014-1020	42 NATARUS	50.00
HORNWICH, FRANKLIN	17-03-202-061-1117	42 NATARUS	50.00
HORNWICH, GERTRUDE	17-03-202-061-1132	42 NATARUS	50.00
HORWITZ, ANNE	10-36-100-011-1094	50 STONE	50.00
HORWITZ, LEO & SHARON	10-36-118-005-1100	50 STONE	50.00
HORWITZ, MARIAN	17-03-207-063-1079	42 NATARUS	50.00
HOSEK, EDWARD F.	17-10-400-012-1861	42 NATARUS	50.00
HOWARD, ADELE	10-36-119-003-1133	50 STONE	50.00
HUNTER, VIRGINIA R.	17-10-200-065-1271	42 NATARUS	50.00
HURJA, MARIJANE	17-10-400-012-1231	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
INDUYE, TOHRU	17-03-220-020-1353	42 HATARUS	50.00
IRWIN, CLARISSE	10-36-100-015-1218	50 STONE	50.00
ISHIDA, GEORGE	11-31-116-046-1003	50 STONE	50.00
ISLINGER, CLARENCE	17-10-214-011-1820	42 HATARUS	50.00
JACOBS, DEENA	10-36-118-005-1208	50 STONE	50.00
JACOBSON, ARENT J.	17-03-228-024-1024	42 HATARUS	50.00
JACOBSON, EVE	10-36-120-003-1197	50 STONE	50.00
JAFFE, MARILYN	10-36-100-015-1107	50 STONE	50.00
JOHNSON, ANNIE L.	20-33-106-041-0000	17 PETERSON	50.00
JOHNSON, CHARLOTTE	10-36-120-003-1215	50 STONE	50.00
JOHNSON, WALBORG E.	17-09-410-014-1188	42 HATARUS	50.00
JONES, LUBERTHA	25-15-218-148-0000	09 SHAW	50.00
KAGEN, IRVING	17-04-208-031-1072	42 HATARUS	50.00
KAHN, ROSE	10-36-118-005-1161	50 STONE	50.00
KALPESES, KATHERINE	10-36-119-003-1160	50 STONE	50.00
KAMERMAN, HELEN	17-03-200-063-1083	42 HATARUS	50.00
KAMMERLING, MURIEL	10-36-118-005-1190	50 STONE	50.00
KAMPEL, SOL	10-36-100-015-1182	50 STONE	50.00
KANEFIELD, ALBERT	17-03-202-063-1036	42 HATARUS	50.00
KAPLAN, ALBERT J.	10-36-100-011-1215	50 STONE	50.00
KAPLAN, FRANCES	10-36-118-005-1114	50 STONE	50.00
KAPLAN, HENRY	10-36-100-011-1002	50 STONE	50.00
KAPLAN, ISABELLE	17-03-200-063-1018	42 HATARUS	50.00
KAPLAN, MANDALL	17-03-211-022-1014	42 HATARUS	50.00
KAPLAN, ROSE	10-36-118-005-1211	50 STONE	50.00
KAREDIS, JOHANNA	17-03-207-061-1213	42 HATARUS	50.00
KAREL, JAMES	17-03-227-018-1059	42 HATARUS	50.00
KARESH, JACQUELINE	17-03-227-022-1069	42 HATARUS	50.00
KARRER, NORMAN	11-31-114-022-1020	50 STONE	50.00
KASMIRS, RITA	17-03-200-063-1110	42 HATARUS	50.00
KASSNER, ELSA	10-36-100-011-1217	50 STONE	50.00
KATZ, ANN	17-03-226-065-1073	42 HATARUS	50.00
KATZ, ESTHER	10-36-119-003-1030	50 STONE	50.00
KATZ, HARRY	17-03-202-061-1041	42 HATARUS	50.00
KATZ, MILDRED	10-36-100-011-1194	50 STONE	50.00
KATZ, MOLLY	10-36-100-011-1216	50 STONE	50.00
KATZ, PHILIP M.	10-36-119-003-1024	50 STONE	50.00
KAUFMAN, FREDMONT M.	10-36-119-003-1179	50 STONE	50.00
KAY, MICHAELENE	10-36-120-003-1206	50 STONE	50.00
KAYE, MABEL	17-03-220-020-1414	42 HATARUS	50.00
KEELEY, WILLIAM JR.	17-03-228-024-1084	42 HATARUS	50.00
KELLER, DORIS JEAN	17-03-208-002-0000	42 HATARUS	50.00
KELLY VIRGINIA E.	17-10-400-012-1128	42 HATARUS	50.00
KELNER, HENRIETTA	10-36-100-011-1052	50 STONE	50.00
KELNER, SALLY	10-36-100-015-1032	50 STONE	50.00
KEMPLER, MARJORIE	10-36-100-015-1170	50 STONE	50.00
KENNEDY, JANE	17-03-202-061-1039	42 HATARUS	50.00
KEND, RALPH	10-36-100-015-1178	50 STONE	50.00
KENDE, HENRY	17-03-214-014-1076	42 HATARUS	50.00
KERMAN, ALMA	17-03-200-063-1242	42 HATARUS	50.00
KERN, HELEN	17-09-410-014-1602	42 HATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KERNER, OLIVER	17-03-220-020-1434	42 NATARUS	50.00
KERNOHAN, CARMEL	17-09-410-014-1670	42 NATARUS	50.00
KESTER, MAX	17-10-214-011-1467	42 NATARUS	50.00
KIDSTON, ALAN R.	17-10-401-005-1019	42 NATARUS	50.00
KIENE, RUTH	17-10-200-065-1146	42 NATARUS	50.00
KILEY, VIRGINIA E.	17-10-400-012-1171	42 NATARUS	50.00
KILMICK, JEANETTE	17-03-227-018-1110	42 NATARUS	50.00
KIRMAN, FRIEDA	10-36-100-011-1110	50 STONE	50.00
KIRSCH, ESTHER	11-31-400-051-1016	50 STONE	50.00
KITE, BARBARA L.	10-36-118-005-1146	50 STONE	50.00
KLEE, LILLIAN E.	10-36-100-011-1140	50 STONE	50.00
KLESMAN, LEON C.	10-36-100-011-1082	50 STONE	50.00
KLIER, LAURA	13-01-113-040-1006	50 STONE	50.00
KLINENBERG, JACQUELINE	10-36-120-003-1012	50 STONE	50.00
KLOAK, GEORGE E.	17-10-401-005-1045	42 NATARUS	50.00
KLOWDEN, ROSE L	17-03-227-018-0000	42 NATARUS	50.00
KNOFF, BEATRICE	10-36-120-003-1035	50 STONE	50.00
KOENIG, MILDRED	10-36-100-015-1002	50 STONE	50.00
KOENIGSBERG, MAIDA	10-36-120-003-1190	50 STONE	50.00
KOLAR, ANNE	10-36-120-003-1145	50 STONE	50.00
KOLB, JULIA C.	17-10-400-012-1289	42 NATARUS	50.00
KOLSSAK, STANLEY	17-03-227-022-1133	42 NATARUS	50.00
KORNAN, IDA	10-36-120-003-1088	50 STONE	50.00
KORNER, ANNA	13-01-113-040-1016	50 STONE	50.00
KORNFELD, CLARA	11-31-114-023-1012	50 STONE	50.00
KORNICK, ROSE	10-36-100-011-1159	50 STONE	50.00
KORYCAN, HERMAN	11-31-114-022-1015	50 STONE	50.00
KOSLOWSKY, RUTH	10-36-100-011-1173	50 STONE	50.00
KOSHER, EDWARD	17-03-214-014-1040	42 NATARUS	50.00
KOTAR, RUTH M.	17-09-410-014-1877	42 NATARUS	50.00
KOTLICKY, CELIA	10-36-118-005-1005	50 STONE	50.00
KOZIN, HELEN	10-36-118-005-1112	50 STONE	50.00
KRAFF, CLARA R.	10-36-100-015-1085	50 STONE	50.00
KRAFT, MERLE	13-36-100-015-1105	50 STONE	50.00
KRAITSIK, NORMAN I.	10-36-118-005-1064	50 STONE	50.00
KRAVITZ, ESTHER	10-36-100-011-1072	50 STONE	50.00
KROHN, NEVA	17-03-220-020-1253	42 NATARUS	50.00
KRUGER, RICHARD	17-03-220-020-1555	42 NATARUS	50.00
KRUPP, KAY	10-36-100-011-1169	50 STONE	50.00
KUHN, HELEN	17-10-200-065-1185	42 NATARUS	50.00
KUKLIN, LORETTA	10-36-120-003-1087	50 STONE	50.00
KUNDRAT, THEODORE V.	17-10-400-012-1444	42 NATARUS	50.00
KURCZ, LEONORA	17-10-200-065-1005	42 NATARUS	50.00
KURLAND, GENEVIEVE	17-03-202-061-1046	42 NATARUS	50.00
KUSSY, ANNA	10-36-119-003-1004	50 STONE	50.00
LA CHIARA, ANDREW	17-03-200-063-1119	42 NATARUS	50.00
LAKS, JACK J.	10-36-100-015-1080	50 STONE	50.00
LANDA, ANNA	10-36-100-015-1106	50 STONE	50.00
LANDECK, SARAH	14-06-110-087-1010	50 STONE	50.00
LANDESMAN, SYLVIA	10-36-100-011-1108	50 STONE	50.00
LANDMAN, DAVID	17-03-201-069-1053	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LANG, BERTHA	10-36-100-011-1005	50 STONE	50.00
LANG, LIBBY	17-10-122-022-1019	42 NATARUS	50.00
LAPINE, BERTHA	10-36-120-003-1082	50 STONE	50.00
LAPINSKY, SADIE	17-10-400-012-1135	42 NATARUS	50.00
LAUATY, ELIZABETH A.	17-03-222-020-0000	42 NATARUS	50.00
LAVEZZORIO, TINA	17-03-220-020-1374	42 NATARUS	50.00
LAVIN, INEZ M.	17-10-400-012-1893	42 NATARUS	50.00
LAWRENCE, BESSIE	17-03-200-066-1118	42 NATARUS	50.00
LAZARE, RUDY B.	10-36-119-003-1072	50 STONE	50.00
LAZARUS, DAVID	10-36-118-005-1125	50 STONE	50.00
LEADER, HYNAN	10-36-100-011-1037	50 STONE	50.00
LEAR, DOROTHY	11-30-302-050-1005	50 STONE	50.00
LEFF, EVA H.	10-36-100-015-1133	50 STONE	50.00
LEFKOWITZ, MARY	11-31-114-023-1010	50 STONE	50.00
LEIGH, ELIZABETH	17-10-122-022-1226	42 NATARUS	50.00
LEIPSIG, ROBERT	10-36-100-011-1178	50 STONE	50.00
LEISZ, FLORENCE	17-03-207-061-1141	42 NATARUS	50.00
LERNER, ISADORE	17-03-108-016-1041	42 NATARUS	50.00
LERNER, LOUIS	17-03-215-013-1078	42 NATARUS	50.00
LERNER, SYLVIA M.	10-36-119-003-1047	50 STONE	50.00
LESLEY, PHILIP	17-10-401-005-1721	42 NATARUS	50.00
LESSMAN, IDA D.	17-03-200-063-1155	42 NATARUS	50.00
LEU, SARAH	10-36-100-015-1084	50 STONE	50.00
LEVENTHAL, BEATRICE H.	10-36-100-015-1005	50 STONE	50.00
LEVIN, GERALD S.	10-36-118-005-1043	50 STONE	50.00
LEVIN, JOSEPH J.	10-36-118-005-1071	50 STONE	50.00
LEVIN, LEWIS	17-03-106-027-1108	42 NATARUS	50.00
LEVIN, LIBBY	17-03-220-020-1436	42 NATARUS	50.00
LEVIN, MARTELL	17-03-108-016-1081	42 NATARUS	50.00
LEVIN, MORRIS M.	10-36-100-015-1193	50 STONE	50.00
LEVIN, PHYLLIS	10-36-118-005-1233	50 STONE	50.00
LEVINE, MARION	10-36-118-005-1044	50 STONE	50.00
LEVINSON, CELIA	17-03-220-020-1211	42 NATARUS	50.00
LEVINSON, MARGARET	14-21-111-007-1010	46 SHILLER	50.00
LEVY, ABE	10-36-100-011-1165	50 STONE	50.00
LEVY, ETHEL	17-03-108-016-1042	42 NATARUS	50.00
LEVY, MAX	13-01-113-040-1009	50 STONE	50.00
LEWIS, BERTRAM	17-03-220-020-1512	42 NATARUS	50.00
LEWIS, DOROTHY & MILTON	10-36-100-015-1113	50 STONE	50.00
LEWIS, HELEN	17-10-200-068-1107	42 NATARUS	50.00
LEWIS, SUSAN	10-36-118-005-1091	50 STONE	50.00
LICHARD, DAVID	17-09-410-014-1073	42 NATARUS	50.00
LIEBERMAN, LAWRENCE	10-36-118-005-1188	50 STONE	50.00
LIEBERMAN, RUTH	10-36-119-003-1091	50 STONE	50.00
LIEBERMAN, SYLVIA	17-03-200-063-1220	42 NATARUS	50.00
LIEBERGER, MORNA	17-03-214-014-1119	42 NATARUS	50.00
LINTA, SYLVIA	17-09-410-014-1480	42 NATARUS	50.00
LIPKA, YETTA	11-31-302-083-1002	50 STONE	50.00
LISS, IDA	10-36-120-003-1198	50 STONE	50.00
LITT, SHIRLEY	17-03-220-020-1622	42 NATARUS	50.00
LOBERT, SOL	13-01-122-036-1013	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LOMAN, VERA	10-36-119-003-1119	50 STONE	50.00
LOMASTRD, RICHARD	17-03-220-020-1565	42 NATARUS	50.00
LONDON, JEAN	17-03-220-020-1024	42 NATARUS	50.00
LOUER, SUSAN S.	17-03-202-063-1059	42 NATARUS	50.00
LUBIN, TILLIE	17-03-220-020-1685	42 NATARUS	50.00
LUNDQUIST, CARMELLA	17-03-200-063-1246	42 NATARUS	50.00
LUTSEY, JAMES	10-36-120-003-1147	50 STONE	50.00
MACHAT, THELMA	10-36-100-011-1205	50 STONE	50.00
MACIE, EVELYN	17-03-215-013-1282	42 NATARUS	50.00
MACKIN, MARY	10-36-218-045-1001	50 STONE	50.00
MAGNUS, MANUEL	17-10-214-011-1266	42 NATARUS	50.00
MAIER, PHYLLIS	17-03-207-061-1181	42 NATARUS	50.00
MALL, EDITH	10-36-205-058-1013	50 STONE	50.00
MAMASSE, DOROTHY	17-03-227-022-1128	42 NATARUS	50.00
MANDARINO, FLORENCE	17-03-204-063-1177	42 NATARUS	50.00
MANNING, KENT R.	17-04-218-045-1005	42 NATARUS	50.00
MARCUS, ESTHER	10-36-100-015-1078	50 STONE	50.00
MARGOLIS, IDA	10-36-100-015-1086	50 STONE	50.00
MARKS, LUCILE M.	17-10-401-005-1040	42 NATARUS	50.00
MARKS, SYLVIA	10-36-119-003-1042	50 STONE	50.00
MARSH, ELEANOR	17-03-227-022-1032	42 NATARUS	50.00
MARSHALL, JOSEPH	10-36-100-015-1011	50 STONE	50.00
MARTIN, RUTH L.	11-31-114-022-1037	50 STONE	50.00
MASON, FRANCES L.	17-03-228-024-1060	42 NATARUS	50.00
MASSARSKY, MARJORIE H.	10-36-118-005-1023	50 STONE	50.00
MASTERS, JOAN	17-03-220-020-1639	42 NATARUS	50.00
MATIN, RUBIN	10-36-119-003-1036	50 STONE	50.00
MATTES, ELEANOR	11-31-114-023-1018	50 STONE	50.00
MAYSTER, SIDNEY	10-36-118-005-1224	50 STONE	50.00
MCCASLIN, GERALDINE	17-03-220-020-1564	42 NATARUS	50.00
MCCLAINE, MINNIE B.	20-34-413-024-0000	06 STEELE	50.00
MCDONNALL, JANICE	17-03-204-064-1076	42 NATARUS	50.00
MCGILLICUDDY, JOAN	17-03-114-003-1066	42 NATARUS	50.00
MCLAUGHLIN, RUTH	17-03-227-022-1100	42 NATARUS	50.00
MCHAMARA, GENEVIEVE	19-08-426-019-1002	23 ZALEWSKI	50.00
MCHULTY, FLORENCE	10-36-100-011-1132	50 STONE	50.00
MEDOW, BESSIE	10-36-120-003-1212	50 STONE	50.00
MELIN, BLANCHE	10-36-119-003-1055	50 STONE	50.00
MELIN, SALLY	17-03-204-064-1031	42 NATARUS	50.00
MELNIK, MARCUS	10-36-100-011-1059	50 STONE	50.00
MELZER, WILLIAM	11-31-114-023-1029	50 STONE	50.00
MENASHE, LILLIAN	17-10-200-065-1002	42 NATARUS	50.00
MENDELQWITZ, MARY	17-03-222-023-1108	42 NATARUS	50.00
MENDELSONN, ESTELLE L.	10-36-120-003-1141	50 STONE	50.00
MENDELSONN, HOWARD	17-03-227-022-1167	42 NATARUS	50.00
MERNELSTEIN, ALBERT	10-36-100-015-1119	50 STONE	50.00
MERNELSTEIN, ROSE	11-31-114-023-1033	50 STONE	50.00
MERRITT, SUSAN	17-10-200-065-9501	42 NATARUS	50.00
MERTZ, DONALD J.	17-10-400-012-1295	42 NATARUS	50.00
MESIRON, FREDA	17-03-202-061-1127	42 NATARUS	50.00
MESIRON, SHIRLEY	17-03-202-063-1112	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
METCALF, ELIZABETH	11-31-114-023-1027	50 STONE	50.00
METHOD, MARGARET	17-03-214-017-1010	42 NATARUS	50.00
METKE, MARIE A.	19-19-215-023-1001	23 ZALEWSKI	50.00
NICHELSON, IRVING	10-36-100-011-1012	50 STONE	50.00
MILLER, FAYE	10-36-118-005-1205	50 STONE	50.00
MILLER, FLORENCE	17-03-227-022-1216	42 NATARUS	50.00
MILLER, IRA	17-03-227-022-1020	42 NATARUS	50.00
MILLER, JUDD	17-16-424-005-1050	02 HAITHCOCK	50.00
MILLER, LLOYD	17-03-112-033-1185	42 NATARUS	50.00
MILLER, LOUIS	17-03-207-061-1162	42 NATARUS	50.00
MILLER, NILORED	10-36-100-015-1064	50 STONE	50.00
MILLER, OLIVE E.	17-04-207-086-1415	42 NATARUS	50.00
MILLER, ROBERT	17-04-209-043-1068	42 NATARUS	50.00
MILLER, SARA	17-03-220-020-1117	42 NATARUS	50.00
MILLER, SIDNEY E.	10-36-311-042-1002	50 STONE	50.00
MILLER, WILLIAM	17-03-203-009-1246	42 NATARUS	50.00
MINCBERG, ROSE	10-36-100-011-1074	50 STONE	50.00
MINKUS, SAMUEL	10-36-119-003-1174	50 STONE	50.00
MIWZER, BEVERLY S.	13-01-122-036-1016	50 STONE	50.00
MISERENDINO, ANNE E.	19-19-209-046-1004	23 ZALEWSKI	50.00
MISHDULAN, RUTH	10-36-120-003-1069	50 STONE	50.00
MITCHELL, HOWARD	10-36-100-011-1042	50 STONE	50.00
MITCHELL, JOY	17-10-400-012-1391	42 NATARUS	50.00
MORAN, RUTH H.	17-03-215-013-1361	42 NATARUS	50.00
MORGAN, ALEX	10-36-120-003-1040	50 STONE	50.00
MORGAN, VERNILE M.	17-03-101-022-0000	42 NATARUS	50.00
MORRIS, SBL	17-03-204-063-1114	42 NATARUS	50.00
MOSAK, FAYE	10-36-118-005-1053	50 STONE	50.00
MOSCOVITZ, MARY	10-36-100-015-1008	50 STONE	50.00
MOSSE, AL	10-36-118-005-1073	50 STONE	50.00
MUCH, JOSEPH	27-03-204-064-1013	42 NATARUS	50.00
MUELLER, EMILY M.	11-31-114-023-1036	50 STONE	50.00
MURPHY, LYDIA B.	17-03-202-061-1015	42 NATARUS	50.00
MYER, BELLE	10-36-120-003-4503	50 STONE	50.00
NABEDRICH, MAE	10-36-100-015-1061	50 STONE	50.00
NACH, DAVID L.	10-36-118-005-1185	50 STONE	50.00
NAGEL, WALTER	17-03-220-020-1422	42 NATARUS	50.00
NARROD, GLORIA	17-03-214-014-1048	42 NATARUS	50.00
NASON, RONALD T.	17-10-122-022-1198	42 NATARUS	50.00
NATHAN, LIBBY B.	10-36-119-003-1050	50 STONE	50.00
NATHANSON, CHARLOTTE	17-03-204-064-1090	42 NATARUS	50.00
NEIDITCH, JULIAN	10-36-311-041-1002	50 STONE	50.00
NEHERDFF, HASKELL	30-09-403-389-1129	50 STONE	50.00
NEHROW, BETTY	17-03-202-065-1109	42 NATARUS	50.00
NESSIF, RUBY	17-03-207-061-1204	42 NATARUS	50.00
NEUBERG, LEROY	17-03-204-063-1037	42 NATARUS	50.00
NEUHAUSER, DORIS	11-31-400-051-1062	50 STONE	50.00
NEUMAN, LAWRENCE	17-03-220-020-1426	42 NATARUS	50.00
NEWMAN, BELLE	17-03-214-014-1154	42 NATARUS	50.00
NORRIS, LILLIAN	10-36-100-011-1126	50 STONE	50.00
NORSTROM, FLORENCE C.	17-04-207-086-1280	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MORTON, DORIS	17-03-112-033-1189	42 NATARUS	50.00
MOTHEISEN, MARGARET	17-03-204-063-1023	42 NATARUS	50.00
NOVAK, HELEN E.	17-10-401-005-1280	42 NATARUS	50.00
NOVAK, SARAH SCHECHTER	10-36-118-005-1022	50 STONE	50.00
O'KEEFE, CATHERINE	17-10-200-065-1003	42 NATARUS	50.00
O'NEILL, ADDIE	17-03-220-020-1058	42 NATARUS	50.00
OBOLER, MARILYN	10-36-120-003-1030	50 STONE	50.00
OHMENS, FAYE	17-03-222-023-1271	42 NATARUS	50.00
OLIVEN, ANNA	10-36-205-058-1005	50 STONE	50.00
OMANS, BESS	10-36-100-015-1077	50 STONE	50.00
OSBERG, HAROLD	14-06-110-087-1011	50 STONE	50.00
OSRUTZKA, SARA	13-01-122-036-1041	50 STONE	50.00
PAAS, WALTER	17-03-220-020-1039	42 NATARUS	50.00
PANIC, VIRGINIA	17-03-114-003-1071	42 NATARUS	50.00
PANTER, IRWIN	17-03-108-016-1114	42 NATARUS	50.00
PARSONS, ARRAND	17-10-401-005-1376	42 NATARUS	50.00
PASTKO, ROSE	10-36-119-003-1156	50 STONE	50.00
PEARL, ANNETTE	10-36-120-003-1160	50 STONE	50.00
PECKLER, RUTH	10-36-120-003-1157	50 STONE	50.00
PEISCHL, CECILIA R.	19-19-209-038-1005	23 ZALENSKI	50.00
PELLER, HANNAH	10-36-100-015-1100	50 STONE	50.00
PENNISI, AUDRA	17-03-222-023-1192	42 NATARUS	50.00
PERLMAN, ELIZABETH	10-36-119-003-1101	50 STONE	50.00
PERLMAN, HELEN	10-36-100-015-1114	50 STONE	50.00
PERLSTADT, SIDNEY	17-03-220-020-1439	42 NATARUS	50.00
PERRY, ELAINE B.	14-21-307-047-1106	44 HANSEN	50.00
PETERS, ALAN	17-03-220-020-1519	42 NATARUS	50.00
PETTINED, RITA & SAM	11-31-124-021-1005	50 STONE	50.00
PFLAUM, SHIRLEY B.	17-03-220-020-1228	42 NATARUS	50.00
PHILLIPS, EDWARD	17-03-220-020-1203	42 NATARUS	50.00
PIAZZI, GLORIA	17-03-204-063-1031	42 NATARUS	50.00
PICKARD, BERNICE	10-36-119-003-1189	50 STONE	50.00
PISHITELLO, JENNIE	11-31-114-022-1018	50 STONE	50.00
PITLER, JENNIE	10-36-100-011-1113	50 STONE	50.00
PLANBECK, EUNICE	17-03-227-018-1045	42 NATARUS	50.00
POLACEK, KATHLEEN	17-04-209-043-1019	42 NATARUS	50.00
POLEN, DIANA	10-36-119-003-1111	50 STONE	50.00
POLISKY, IRWIN	11-30-307-213-1024	50 STONE	50.00
POLLACK, SALLY	17-03-204-063-1051	42 NATARUS	50.00
POLLOCK, AARON	14-06-201-011-1012	50 STONE	50.00
POLDNETZKY, NIMI	10-36-120-003-1127	50 STONE	50.00
POMARANC, SOPHIE	17-03-220-020-1370	42 NATARUS	50.00
POMERANCE, ROSE	10-36-100-015-1199	50 STONE	50.00
POMERANTZ, RUTH L.	10-36-118-005-1217	50 STONE	50.00
PORT, IDELL	10-36-100-015-1215	50 STONE	50.00
POWERS, NANCY R.	17-04-222-062-1042	42 NATARUS	50.00
PRAGER, ROBERT	10-36-100-011-1192	50 STONE	50.00
PREBLE, JR., ROBERT C.	17-09-410-014-1422	42 NATARUS	50.00
PRICE, HARRY H.	17-10-122-022-1444	42 NATARUS	50.00
PRICE, LOUIS	17-03-220-020-1037	42 NATARUS	50.00
PRICE, MYRON	17-10-200-065-1039	42 NATARUS	50.00



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NAME	PIN NUMBER	ALDERMAN	AMOUNT
PRITKIN, RENEE Z.	17-10-105-014-1077	42 HATARUS	50.00
PROCHOP, BERNARD J.	10-36-118-005-1104	50 STONE	50.00
PRUZANSKY, HELEN	10-36-100-015-1173	50 STONE	50.00
QUERFELD, CHRISTINE	17-03-204-063-1147	42 HATARUS	50.00
RABIN, PEARL	17-03-202-065-1106	42 HATARUS	50.00
RABINDVITZ, MAE	10-36-100-015-1177	50 STONE	50.00
RAGINS, ADELE	17-03-214-014-1105	42 HATARUS	50.00
RAPPAPORT, ESTHER	10-36-120-003-1161	50 STONE	50.00
RAPPEPORT, ADOLPH	10-36-120-003-1106	50 STONE	50.00
RAPPEPORT, MILTON	10-36-120-003-1122	50 STONE	50.00
RAPPORT, ELLA	10-36-120-003-1217	50 STONE	50.00
RATHKE, KENNETH	17-03-220-020-1026	42 HATARUS	50.00
RAVEN, NORMA	17-04-207-086-1320	42 HATARUS	50.00
READ, HELEN J.	17-04-207-086-1217	42 HATARUS	50.00
RECKSIECK, GLORIA M.	11-31-124-019-1006	50 STONE	50.00
REED, MARJORIE	17-03-214-017-1011	42 HATARUS	50.00
REGAN, THOMAS C.	12-12-202-087-1003	41 DOHERTY	50.00
REIFF, SIDNEY C.	10-36-119-003-1122	50 STONE	50.00
REISBERG, EARLE	10-36-118-005-1080	50 STONE	50.00
REITZES, DIETRICH	17-03-222-023-1233	42 HATARUS	50.00
RESHKIN, JEROME	17-03-201-067-1042	42 HATARUS	50.00
RESNICK, SOPHIE	10-36-118-005-1137	50 STONE	50.00
REST, DAVID	17-03-220-020-1008	42 HATARUS	50.00
RHINE, RUTH	10-36-120-003-1140	50 STONE	50.00
RIAL, WILLIAM	17-03-220-020-1435	42 HATARUS	50.00
RICHELLE, DAVID	10-36-100-015-1110	50 STONE	50.00
RICHMOND, MILTON	10-36-100-015-1146	50 STONE	50.00
RIFFNER, ANNA	17-03-214-014-1158	42 HATARUS	50.00
RIMBOYN, LYUBOV	10-36-100-011-1120	50 STONE	50.00
RISSMAN, EDITH	10-36-100-015-1116	50 STONE	50.00
ROBERTS, GOLDIE	10-36-100-015-1015	50 STONE	50.00
ROBIN, ALBERT	17-03-202-061-1128	42 HATARUS	50.00
RODER, MILDRED	10-36-120-003-1113	50 STONE	50.00
ROSE, SEYMOUR K.	10-36-118-005-1102	50 STONE	50.00
ROSEN, ARTHUR	11-31-114-023-1024	50 STONE	50.00
ROSENBERG, SADIE	10-36-120-003-1118	50 STONE	50.00
ROSENBLUM, CATHERINE S.	10-36-100-015-1196	50 STONE	50.00
ROSENBLUM, LEONARD	10-36-100-015-1102	50 STONE	50.00
ROSENBLUM, RUTH	10-36-118-005-1117	50 STONE	50.00
ROSENFELD, MARTIN	17-03-202-061-1048	42 HATARUS	50.00
ROSENSTEIN, HORTENSE E.	20-12-104-002-0000	04 PRECKWINKLE	50.00
ROSS, MARY	10-36-100-011-1118	50 STONE	50.00
ROSS, EVANDER	20-34-413-024-0000	06 STEELE	50.00
ROSS, SOL	17-03-220-020-1476	42 HATARUS	50.00
ROSSSET, CHARLOTTE	10-36-100-015-1190	50 STONE	50.00
ROTH, BERNICE	10-36-100-011-1177	50 STONE	50.00
ROTH, RUTH	10-36-120-003-1079	50 STONE	50.00
ROTHMAN, MARGIE	10-36-100-011-1188	50 STONE	50.00
ROTSTEIN, ETHEL	10-36-100-011-1151	50 STONE	50.00
ROVIARD, VIVIAN	17-10-214-011-1272	42 HATARUS	50.00
RUBENS, ALVIN	10-36-100-011-1154	50 STONE	50.00

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NAME	PIH NUMBER	ALDERMAN	AMOUNT
RUBENSTEIN, EDNA	10-36-120-003-1117	50 STONE	50.00
RUBENSTEIN, ESTHER	10-36-118-005-1177	50 STONE	50.00
RUBIN, ANN	10-36-100-015-1099	50 STONE	50.00
RUBIN, BEATRICE	10-36-119-003-1148	50 STONE	50.00
RUBIN, FLORENCE	10-36-218-043-1023	50 STONE	50.00
RUDERMAN, DOROTHY	17-03-201-066-1081	42 HATARUS	50.00
RUSSELL, RUTH	10-36-120-003-1201	50 STONE	50.00
SACHS, JEAN	17-03-201-068-1024	42 HATARUS	50.00
SACOLICK, MARION	10-36-120-003-1038	50 STONE	50.00
SAFIRSTEIN, ALBERT	10-36-119-003-1099	50 STONE	50.00
SAGE, JOSEPHINE	17-03-106-027-1047	42 HATARUS	50.00
SALICE, JAMES	14-06-110-087-1028	50 STONE	50.00
SALK, MILDRED	17-10-200-068-1077	42 HATARUS	50.00
SALTZBERG, GERALD B.	17-03-202-063-1042	42 HATARUS	50.00
SALTZBERG, SAM	10-36-100-015-1213	50 STONE	50.00
SANDERS, JOSEPH H.	10-36-119-003-1060	50 STONE	50.00
SAPOSNIK, JOSEPH	10-36-119-003-1081	50 STONE	50.00
SARABIA, ANTONIO	17-03-220-020-1550	42 HATARUS	50.00
SARAZEN, JOHN J.	17-10-401-005-1395	42 HATARUS	50.00
SARNAT, EMILY	10-36-100-011-1139	50 STONE	50.00
SATIN, RUTH	10-36-100-011-1161	50 STONE	50.00
SAUDY, CHRISTINE	10-36-100-011-1162	50 STONE	50.00
SCHAFFNER, LILLIAN	17-03-202-065-1127	42 HATARUS	50.00
SCHEAR, LUCILLE	17-10-122-022-1264	42 HATARUS	50.00
SCHICK, ROSEMARY	17-03-215-013-1098	42 HATARUS	50.00
SCHIRM, JANET	17-03-208-020-1011	42 HATARUS	50.00
SCHLESINGER, SADIE M.	10-36-118-005-1156	50 STONE	50.00
SCHMEIDER, GERTRUDE	10-36-100-015-1006	50 STONE	50.00
SCHRAGER, ELSA	17-03-202-061-1024	42 HATARUS	50.00
SCHRENZEL, GRETE	10-36-120-003-1129	50 STONE	50.00
SCHUB, CHARLES M.	10-36-119-003-1135	50 STONE	50.00
SCHULMAN, BETTY	10-36-119-003-1054	50 STONE	50.00
SCHULTZ, CORINNE G.	17-03-202-063-1024	42 HATARUS	50.00
SCHWAR, GENEVIEVE	17-03-207-061-1063	42 HATARUS	50.00
SCHWARTZ, FRYNA	10-36-100-011-1024	50 STONE	50.00
SCHWARTZ, NORMAN	10-36-118-005-1110	50 STONE	50.00
SCHWARTZ, NORMAN	17-10-200-065-1240	42 HATARUS	50.00
SCHWARTZ, SHIRLEY	17-03-207-061-1118	42 HATARUS	50.00
SCHWARTZ, SYLVIA	10-36-118-005-1222	50 STONE	50.00
SCHWARTZ, VERA I.	17-03-106-027-1019	42 HATARUS	50.00
SCHWERTSON, ESTHER	17-03-202-063-1146	42 HATARUS	50.00
SEAMAN, EVELYN	10-36-120-003-1165	50 STONE	50.00
SEGAL, MARSHALL	17-03-222-023-1400	42 HATARUS	50.00
SENER, ALVIN	10-36-120-003-1103	50 STONE	50.00
SEROTA, MARVIN	10-36-120-003-1175	50 STONE	50.00
SHAPIRO, ANNETTE	10-36-118-005-1040	50 STONE	50.00
SHAPIRO, GERALD	10-36-118-005-1048	50 STONE	50.00
SHAPIRO, HELEN	10-36-100-015-1038	50 STONE	50.00
SHAPIRO, ISAAC	10-36-120-003-1091	50 STONE	50.00
SHAPIRO, SEMA	10-36-120-003-1133	50 STONE	50.00
SHAPIRO, ZELDA	10-36-120-003-1152	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SHARDN, ARIE	17-03-220-020-1186	42 NATARUS	50.00
SHAW, MARIE	10-36-100-015-1188	50 STONE	50.00
SHELDON, CAROL	17-04-207-086-1221	42 NATARUS	50.00
SHER, HARRY	17-10-200-065-1283	42 NATARUS	50.00
SHERMAN, CHARLES	10-36-100-011-1081	50 STONE	50.00
SHERMAN, PEARL	10-36-311-042-1001	50 STONE	50.00
SHERMAN, SUZANNE M.	10-36-118-005-1202	50 STONE	50.00
SHEVIN, EDNA	10-36-100-015-1205	50 STONE	50.00
SHIER, CARL	10-36-120-003-1124	50 STONE	50.00
SHLAES, EVELYN	17-03-201-066-1039	42 NATARUS	50.00
SHLAES, RUTH	17-03-220-020-1590	42 NATARUS	50.00
SHOGER, SHIRLEY	10-36-118-005-1094	50 STONE	50.00
SHULMAN, CELE	10-36-120-003-1053	50 STONE	50.00
SIDER, WILL	17-03-214-014-1177	42 NATARUS	50.00
SIEGEL, MANDEL	17-03-214-014-1042	42 NATARUS	50.00
SIEGEL, SYLVIA	17-03-202-061-1053	42 NATARUS	50.00
SIEGLER, JEANETTE	13-01-122-036-1009	50 STONE	50.00
SILVERMAN, BERNICE	10-36-100-015-1088	50 STONE	50.00
SILVERMAN, EUGENE	17-03-202-061-1001	42 NATARUS	50.00
SILVERMAN, FAYE	17-10-200-065-1133	42 NATARUS	50.00
SILVERMAN, PEARL	10-36-100-011-1204	50 STONE	50.00
SILVERMAN, ROSE	10-36-118-005-1145	50 STONE	50.00
SILVERSTEIN, EVELYN	10-36-100-011-1221	50 STONE	50.00
SIMPSON-WOLOCK, SHIRLEY	10-36-120-003-1177	50 STONE	50.00
SINCERE, LOIS	17-03-222-023-1029	42 NATARUS	50.00
SINGER, RITA	10-36-100-015-1092	50 STONE	50.00
SINTON, ROSE	10-36-100-011-1054	50 STONE	50.00
SKIRROW, MIRIAM	17-03-227-022-1184	42 NATARUS	50.00
SKLANSKY, ESTELLE M.	10-36-119-003-1146	50 STONE	50.00
SKOLNICK, RUTH	10-36-120-003-1094	50 STONE	50.00
SKOLNIK, SONIA	10-36-118-005-1165	50 STONE	50.00
SLORAN, EVELYNE	10-36-120-003-1150	50 STONE	50.00
SLUTZKY, IRVING	10-36-100-011-1156	50 STONE	50.00
SMITH, EDWINA M.	14-08-403-028-1283	48 SMITH	50.00
SMITH, GEORGE	17-04-222-062-1297	42 NATARUS	50.00
SMITH, JEAN	17-03-214-017-1014	42 NATARUS	50.00
SMITH, LILLIAN B.	10-36-119-003-1086	50 STONE	50.00
SMOLINSKY, SEYMOUR	10-36-120-003-1188	50 STONE	50.00
SNOWHITE, JOHN	11-30-307-097-0000	50 STONE	50.00
SOKOL, WILLIAM H.	10-36-118-005-1008	50 STONE	50.00
SOL, PHILLIP	17-10-200-065-1101	42 NATARUS	50.00
SOLL, ALBERT	10-36-100-011-1050	50 STONE	50.00
SOLMON, ROSE	10-36-100-015-1101	50 STONE	50.00
SONDLER, BEATRICE	11-30-307-207-1005	50 STONE	50.00
SOPCICH, PETER J.	17-10-401-005-1735	42 NATARUS	50.00
SPEKING, DOROTHY	17-03-202-063-1168	42 NATARUS	50.00
SPIEGEL, PEARL	10-36-120-003-1203	50 STONE	50.00
SPRINGER, ELEANOR V.	17-10-105-014-1023	42 NATARUS	50.00
SPRITZ, LOUIS	10-36-100-011-1190	50 STONE	50.00
STACEL, MARIE B.	17-03-200-066-1072	42 NATARUS	50.00
STANIS, ANN	11-31-400-051-1058	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
STANIS, JOSEPH	11-31-400-051-1047	50 STONE	50.00
STAR, ZELDA	17-03-222-023-1254	42 HATARUS	50.00
STARKMAN, LOUISE	10-36-118-005-1123	50 STONE	50.00
STEADMAN, GLYNN	17-03-108-016-1002	42 HATARUS	50.00
STEFFENS, MYRON	17-10-401-005-1078	42 HATARUS	50.00
STEIN, BENJAMIN	17-03-108-016-1120	42 HATARUS	50.00
STEIN, CATHERINE H.	17-03-220-020-1159	42 HATARUS	50.00
STEIN, LETTY	17-10-200-065-1079	42 HATARUS	50.00
STEIN, MIRIAM	17-03-203-009-1107	42 HATARUS	50.00
STEIN, SELMA G.	10-36-100-015-1046	50 STONE	50.00
STEIN, SYLVIA	17-03-220-020-1007	42 HATARUS	50.00
STEINBERG, MELVYN A.	10-36-100-011-1224	50 STONE	50.00
STENHOUSE, WALLACE	17-03-220-020-1650	42 HATARUS	50.00
STEPHENS, JOSEPHINE	17-34-106-032-1004	02 HATHCOCK	50.00
STEPNER, FLORENCE	10-36-319-033-1002	50 STONE	50.00
STERN, MILTON	10-36-120-003-1107	50 STONE	50.00
STEVENS, MARZALIE	17-03-201-068-1045	42 HATARUS	50.00
STIEFEL, JEANE	17-03-227-022-1207	42 HATARUS	50.00
STIEFEL, MORRIS	10-36-118-005-1241	50 STONE	50.00
STILLMAN, ANNETTE	10-36-100-015-1003	50 STONE	50.00
STOKES, JAMES	17-10-122-022-1371	42 HATARUS	50.00
STOLLER, BEN H.	10-36-118-005-1144	50 STONE	50.00
STONE, BERNARD	10-36-120-003-1170	45 LEVAR	50.00
STONE, GERTRUDE	10-36-100-015-1143	50 STONE	50.00
STONE, NORMA	17-03-201-067-1040	42 HATARUS	50.00
STOPEK, HELEN	10-36-100-011-1146	50 STONE	50.00
STRAUS, BONNIE	10-36-119-003-1046	50 STONE	50.00
SUGAR, ROSALIE	10-36-100-011-1007	50 STONE	50.00
SUPERFINE, ROSALIE	10-36-119-003-1158	50 STONE	50.00
SWEE, LOUIS E.	10-36-118-005-1092	50 STONE	50.00
SWESNIK, JOSEPH	14-21-110-020-1365	46 SHILLER	50.00
TANNEBAUM, PHILIP	17-03-200-063-1020	42 HATARUS	50.00
TANNENWALD, KURT	10-36-120-003-1011	50 STONE	50.00
TATSUMI, MASAKO	11-31-400-051-1041	50 STONE	50.00
TAUB, ROBERT G.	17-03-211-030-1030	42 HATARUS	50.00
TAYLOR, CATHERINE R.	17-09-410-014-1013	42 HATARUS	50.00
TEITELBAUM, FRANCES	10-36-118-005-1181	50 STONE	50.00
TENENBAUM, JEROME	10-36-120-003-1121	50 STONE	50.00
THEDS, THERESA	10-36-120-003-1037	50 STONE	50.00
THOMISON, LEO	17-03-201-068-1031	42 HATARUS	50.00
TICKTIN, JOSEPH J.	10-36-118-005-1076	50 STONE	50.00
TINSLEY, PHYLLIS	17-03-204-064-1087	42 HATARUS	50.00
TKACH, KATHRYN I.	17-10-200-065-1106	42 HATARUS	50.00
TOKOWITZ, WILLIAM	10-36-120-003-1154	50 STONE	50.00
TOPDREK, FRUNA	10-36-100-011-1185	50 STONE	50.00
TOPPER, ANNABEL M.	10-36-100-015-1135	50 STONE	50.00
TORF, IRVING	13-01-122-036-1006	50 STONE	50.00
TRAUB, MYRA	17-04-424-051-1179	42 HATARUS	50.00
TRAYNOR, ANNE G.	10-36-100-011-1129	50 STONE	50.00
TRIMBLE, JANICE	17-10-400-012-1074	42 HATARUS	50.00
TROCKY, ROLLAND	17-03-204-064-1007	42 HATARUS	50.00

## REPORTS OF COMMITTEES

 COMMITTEE ON FINANCE  
 SMALL CLAIMS, CITY OF CHICAGO  
 SEWER REBATE JOURNAL

NAME	FIN NUMBER	ALDERMAN	AMOUNT
TROKA, JAMES	17-10-122-022-1071	42 HATARUS	50.00
TROTTMAN, WILLIAM	17-04-424-051-1593	42 HATARUS	50.00
TRULIS, ROSE	17-04-209-043-1248	42 HATARUS	50.00
TUBER, THELMA B.	10-36-100-015-1202	50 STONE	50.00
TURNER, CHARLES	10-36-100-011-1028	50 STONE	50.00
TURNER, SHERWIN & HARRIET	10-36-118-005-1057	50 STONE	50.00
UKMAN, ALVIN	17-03-202-061-1043	42 HATARUS	50.00
VALLOS, CHRISTINE	17-04-208-031-1007	42 HATARUS	50.00
VAN GELDER, IRVIN	10-36-120-003-1139	50 STONE	50.00
VANN, LEDNARD	10-36-118-005-1012	50 STONE	50.00
VICKER, GOLDIE S.	10-36-118-005-1017	50 STONE	50.00
VOLKMAN, MICHAEL	10-36-100-015-1022	50 STONE	50.00
WAGMAN, FAYE	10-36-100-011-1144	50 STONE	50.00
WALONAH, DORCEE B	10-36-100-011-1023	50 STONE	50.00
WALL, MAY	10-36-100-015-1044	50 STONE	50.00
WARE, LELA	20-34-413-024-1414	06 STEELE	50.00
WARSAW, LAWRENCE	10-36-120-003-1185	50 STONE	50.00
WARSHAUER, SIDNEY	17-03-202-061-1095	42 HATARUS	50.00
WASSERMAN, MORRIS H.	13-01-122-036-1018	50 STONE	50.00
WEIBELER, CLARA B.	17-10-122-022-1351	42 HATARUS	50.00
WEIL, KATE L.	17-10-400-012-1595	42 HATARUS	50.00
WEINBERG, BESS	10-36-118-005-1006	50 STONE	50.00
WEINBERG, DOROTHY	10-36-120-003-1209	50 STONE	50.00
WEINBLUM, MAX D.	17-10-401-005-1235	42 HATARUS	50.00
WEINER, JEAN	10-36-120-003-1181	50 STONE	50.00
WEINER, MORRIS	17-03-202-061-1086	42 HATARUS	50.00
WEINSTEIN, CHARLES	10-36-100-015-1012	50 STONE	50.00
WEINSTEIN, PHILIP	10-36-120-003-1010	50 STONE	50.00
WEISENBERG, HYMEN	10-36-100-011-1182	50 STONE	50.00
WEISS, ALEX	17-10-105-014-1052	42 HATARUS	50.00
WEISS, BETTY	10-36-218-043-1004	50 STONE	50.00
WEISS, BLANCHE	10-36-118-005-1248	50 STONE	50.00
WEISS, MILTON	10-36-118-005-1138	50 STONE	50.00
WEISS, SEYMOUR	13-01-113-040-1008	50 STONE	50.00
WENDORF, HERMAN	17-03-202-061-1063	42 HATARUS	50.00
WESSEL, SAM	17-03-204-063-1176	42 HATARUS	50.00
WEXLER, GERTRUDE W.	10-36-100-015-1152	50 STONE	50.00
WHITE, EDWARD N.	17-03-204-063-1011	42 HATARUS	50.00
WHITE, IDA	17-03-108-016-1058	42 HATARUS	50.00
WHITE, ROBERT	10-36-100-011-1220	50 STONE	50.00
WHITEAKER, WESLEY	14-06-110-087-1013	50 STONE	50.00
WHITEHOUSE, GEORGE	10-36-118-005-1124	50 STONE	50.00
WHITMAN, NATHAN & SHIRLEY	10-36-100-011-1186	50 STONE	50.00
WIAZ, SARA	10-36-100-011-1079	50 STONE	50.00
WILENSKY, MAURICE	10-36-118-005-1087	50 STONE	50.00
WILEY, RUTH	17-03-220-020-1354	42 HATARUS	50.00
WILLENS, REVA	10-36-118-005-1246	50 STONE	50.00
WILLET, PHYLISS	17-03-220-020-1589	42 HATARUS	50.00
WILLNDITE, BETTY	17-03-220-020-1386	42 HATARUS	50.00
WILLIAMS, JOHN P.	17-10-400-012-1110	42 HATARUS	50.00
WILZEN, LISA V.	10-36-100-011-1191	50 STONE	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
WINCZO, MARION JAN	19-08-427-011-1004	23 ZALENSKI	50.00
WINER, LEROY	10-36-118-005-1158	50 STONE	50.00
WINNER, MOLLIE S.	10-36-119-003-1074	50 STONE	50.00
WOLBERG, SALLY	10-36-100-011-1047	50 STONE	50.00
WOLF, SHIRLEY R.	10-36-100-015-1093	50 STONE	50.00
WOLFE, HANNAH	10-36-119-003-1019	50 STONE	50.00
WOLIN, LEON	17-04-211-033-1074	42 NATARUS	50.00
WOLKE, MARSHALL	17-03-114-003-1096	42 NATARUS	50.00
WOLKOFF, TOBY R.	10-36-100-011-1083	50 STONE	50.00
WOLKOWSKY, PETER	17-03-202-061-1107	42 NATARUS	50.00
WOLNAC, GEORGE	11-31-114-022-1012	50 STONE	50.00
WOODWARD, MORTON	17-03-200-063-1087	42 NATARUS	50.00
WRIGHT, IDA M.	10-36-118-005-1247	50 STONE	50.00
WYNN, GLADYS	17-09-410-014-1006	42 NATARUS	50.00
YABLONC, MARVIN K.	10-36-100-011-1069	50 STONE	50.00
YASSINGER, MARGETH	17-04-216-064-1045	42 NATARUS	50.00
YONKVER, MELVA	17-03-108-016-1016	42 NATARUS	50.00
YOUNG, FLAVE	17-03-214-014-1184	42 NATARUS	50.00
ZACKAI, DEBORAH	10-36-119-003-1025	50 STONE	50.00
ZAVILYANSKI, MARK	10-36-118-005-1243	50 STONE	50.00
ZELMAN, FRANCES	17-03-204-064-1114	42 NATARUS	50.00
ZELMAR, DORIS	10-36-120-003-1178	50 STONE	50.00
ZENOFF, DOROTHY	17-03-201-076-1016	42 NATARUS	50.00
ZIEBOLD, PAUL	17-04-209-043-1213	42 NATARUS	50.00
ZIEGLER, SHIRLEY	10-36-100-011-1025	50 STONE	50.00
ZIFF, MARION D.	17-03-200-063-1026	42 NATARUS	50.00
ZIMMERMAN, GEORGE J.	11-30-307-213-1001	50 STONE	50.00
ZIVIN, ALMA	17-03-114-003-1030	42 NATARUS	50.00
ZYSMAN, HILDRED	17-03-221-004-0000	42 NATARUS	50.00
		* TOTAL AMOUNT	49,900.00

*Do Not Pass* -- SUNDRY CLAIMS FOR  
VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance/Small Claims Division, to which was referred on April 12, 1995 and on subsequent dates, sundry claims as follows:

Aderman, Richard and Tanseen and State Farm Insurance Company

Ameritech

Baker, Raymond L. and State Farm Mutual

Bullock, Raquel C.

Carpenter, Elizabeth A.

Casper, Noreen

Choi, Yong Woo

Clarke, Jean A.

Delgado, Perla

Dell, Lottie, Jr.

Enterprise Rent-A-Car

Ferraro, John E. and State Farm Insurance Company

Figueroa, Gary V.

Gage, Mark and State Farm Insurance Company

Goetz, Charles M.

Griffin, Frederick W.

Hardy, Carl M.

Harris, Reyo

Hatton, Susan M.

Howard, Jason and Sandoo

Isaacs, Philibert

Jackson, Ernie and Universal Casualty Company

Jenkins, Betty L.

Junkins, Angelo

Kaczala, Karin and Country Companies

Kim, Henry S.

Klups, Henry A.

Macon, Arvenia C.

Mansour, Fawzi

Marshall, Christopher C.

McBride, Rose

Medina, Awilda and Allstate Insurance Company

Mivcin, Zoran

Murgas, Vladimir and Etela and State Farm Insurance Company

National Car Rental Systems, Inc.

Paredes, Savacion

Pascual, Victor

Peoples Gas, Light and Coke Company, The



Piemonte, Carmen

Pinzke, Nancy L.

Rainey, Willie M. and State Farm Insurance Company

Raspberry, Beverly and Allstate Insurance Company

Reece, Bobby C.

Rosado, Mario and Jenny

Rosi, Ross D.

Rutledge, Joseph

Sheldon, Patrick and Universal Casualty Company

Skolnick, Steve

Switzer, Zachary W.

Sykes, Raymond J.

Trimarco, Shannon L. and State Farm Insurance Company

Trotter, Lorenzo

Turner, Bryan C.

Vaughn, Pyrai and Universal Casualty Company

Vezina, Paul R.

Witczak, Alice and State Farm Insurance Company

Woodley, Willie and Allstate Insurance Company,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Placed On File* -- REPORT OF SETTLEMENT OF SUITS  
AGAINST CITY DURING MONTH OF  
JANUARY, 1997.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgments were entered or cases were settled during the month of January, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place On File* the proposed communication 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 was *Placed On File*.

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*Placed On File* -- APPLICATIONS FOR CITY OF CHICAGO  
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, March 19, 1997.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration eight applications for a City of Chicago charitable solicitation (tag day) permit:

- A. Chicago Children's Choir  
April 13, May 18, June 1 and June 8, 1997 -- citywide;
- B. Lions of Illinois Foundation  
October 9 and October 10, 1997 -- citywide;
- C. Polish Legion of American Veterans of the USA  
May 17 and May 18, 1997 -- citywide;
- D. Cystic Fibrosis Foundation  
June 8 and June 9, 1997 -- citywide;
- E. Chicago Area Veterans of Foreign Wars  
May 22 through May 24, 1997 -- citywide;

- F. Institute for International Cooperation and Development  
March 20 through April 6, 1997 -- citywide;
- G. Y.M.C.A. of Metropolitan Chicago  
May 2 and May 3, 1997 -- citywide;
- H. Council for Disability Rights  
April 9, 1997 -- citywide,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed applications 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 applications and report were *Placed On File*.

At this point in the proceedings, Alderman Burke moved to *Elect* Alderman Stone as Temporary Chairman.

The motion *Prevailed*.

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COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.

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REAPPOINTMENT OF VARIOUS INDIVIDUALS  
AS MEMBERS OF AFFIRMATIVE ACTION  
ADVISORY BOARD.

The Committee on The Budget and Government Operations submitted the following report: