



City of Chicago Office of the City Clerk

City Hall
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Room 107
Chicago, IL 60602
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Legislation Referred to Committees at the Chicago City Council Meeting 10/16/2013

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral	
1	O2013-8261	Exemption regarding signage associated with Wrigley Field	Emanuel (Mayor)	Zoning	
Agreement(s) - Easement					
2	O2013-7624	Release of original easement and grant of new sewer easement agreement with Amtrak and Riverpoint, LLC	Emanuel (Mayor)	Housing	
Agreement(s) - Intergovernmental					
3	O2013-7581	Intergovernmental agreement with Metropolitan Water Reclamation District of Greater Chicago for construction of Albany Park Stormwater	Emanuel (Mayor)	Budget	
4	O2013-7627	Intergovernmental agreement with Public Building Commission of Chicago for provision of Tax Increment Financing (TIF) fundsfor construction of Lindblom Math and Science Academy parking facility	Emanuel (Mayor)	Finance	
5	O2013-7775	Intergovernmental agreement with chicago Park District for provision of Tax Increment Financing (TIF) funds forDixon Park improvement project	Emanuel (Mayor)	Finance	
Agreement(s) - Redevelopment					
6	O2013-7870	Amendment of redevelopment agreement with Hellenic Museum	Emanuel (Mayor)	Finance	Redacted Record
Appointment(s)					
7	A2013-118	Appointment of Jose A. Duarte as member of Building Board of Appeals	Emanuel (Mayor)	Zoning	
8	A2013-119	Appointment of Catherine K. Budzinski as member of Zoning Board of Appeals	Emanuel (Mayor)	Zoning	
9	A2013-122	Appointment of D. Darrell Griffin as member of Board of Trustees of Community College District No. 508	Emanuel (Mayor)	Education	
10	A2013-123	Appointment of Clarisol Dunque as member of Board of Trustees of Community College District No. 508	Emanuel (Mayor)	Education	
Municipal Code Amendment(s)					
11	O2013-7625	Amendment of Chapter 11-4 of Municipal Code regarding reprocessing of construction site waste material	Emanuel (Mayor)	Health & Environment	
12	O2013-7858	Amendment of Section 4-156-430 of Municipal Code regarding athletic contests at night and weekday afternoons	Emanuel (Mayor)	License	

Legislation Referred to Committees at the Chicago City Council Meeting

10/16/2013

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
13	O2013-8227	Amendment of Chapter 4-288 of Municipal Code regarding licensing and regulation of crane operators	Emanuel (Mayor) Thompson (16) O'Shea (19)	Zoning
Property - Acquisition				
14	O2013-7626	Acquisition of property at 6100 S Winchester Ave for development of parking lot and ancillary improvements for Lindblom Math and Science Academy	Emanuel (Mayor)	Housing
Reappointment(s)				
15	A2013-114	Reappointment of Linda L. Mastandrea as member of Building Board of Appeals	Emanuel (Mayor)	Zoning
16	A2013-115	Reappointment of Agustin Gomez-Leal as member of Building Board of Appeals	Emanuel (Mayor)	Zoning
17	A2013-116	Reappointment of Samuel S. Marts and John H. Haige as members of Special Service Area No. 33, Wicker Park and Bucktown Commission	Emanuel (Mayor)	Finance
18	A2013-117	Reappointment of Jimmy Akintonde and Richard E. Zulkey as members of Building Board of Appeals	Emanuel (Mayor)	Zoning
19	A2013-120	Reappointment of Angela C. Hurlock and Maxine V. Mitchell as members of Chicago Development Fund Advisory Board	Emanuel (Mayor)	Finance
20	A2013-121	Reappointment of Everett G. Rand as member of Board of Trustees of Community College District No. 508	Emanuel (Mayor)	Education
Tax Increment Financing				
21	O2013-8013	Approval of Amendment No. 2 to Englewood Mall Tax Increment Financing (TIF) Redevelopment Plan and Project	Emanuel (Mayor)	Finance
22	O2013-8042	Approval of Amendment No. 2 to 105th and Vincennes Tax Increment Financing (TIF) Redevelopment Project and Plan	Emanuel (Mayor)	Finance
23	O2013-8074	Amendment No. 1 to Englewood Neighborhood Tax Increment Financing (TIF) Redevelopment Project and Plan and Neighborhood Investment Fund Agreement with Norfolk Southern Railway Co.	Emanuel (Mayor)	Finance
24	O2013-8110	Amendment No. 1 to 47th/Ashland Tax Increment Financing (TIF) Redevelopment Project and Plan	Emanuel (Mayor)	Finance
Taxes/Tax Levies				
25	O2013-7588	Abatement of 2013 Tax Levies for payment of General Obligation Bonds (Emergency Telephone System), Refunding Series 1999	Emanuel (Mayor)	Finance
26	O2013-7590	Abatement of 2013 Tax Levies for payment of General Obligation Bonds (Emergency Telephone System), Refunding Series 2004	Emanuel (Mayor)	Finance

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10/16/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
Zoning Reclassification(s)				
27	O2013-8220	Amendment of Entertainment and Spectator Sports Planned Development No. 958	Emanuel (Mayor)	Zoning



City of Chicago



O2013-8261

Office of the City Clerk Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Exemption regarding signage associated with Wrigley Field
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Buildings, I transmit herewith an ordinance regarding signage associated with Wrigley Field.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City Council of the City of Chicago approved an amendment to Entertainment and Spectator Sports Planned Development Number 958 (the "Planned Development") by ordinance dated _____ and published in the Journal of Proceedings of the City Council of the City of Chicago at pages _____ through _____; and

WHEREAS, the Planned Development relates to the proposed expansion, restoration and rehabilitation of Wrigley Field and development and redevelopment of adjacent property within the area bounded by: a line 103.78 feet north of and parallel to West Waveland Avenue; a line 120.00 feet east of and parallel to North Clifton Street; West Waveland Avenue; North Sheffield Avenue; West Addison Street; the public alley next west of and parallel (in part) to North Clark Street; the north right-of-way line of West Patterson Avenue; North Clark Street; West Waveland Avenue; North Clifton Street (for purposes of this Ordinance, the "Exempted Area"); and

WHEREAS, the Planned Development approves of a "PD Signage Matrix" applicable to the Exempted Area, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City desires that the Exempted Area shall be exempt from requirements of certain sections of the Municipal Code of the City of Chicago (the "Municipal Code") if such requirements would prohibit the installation and maintenance of the signage as it is authorized by the PD Signage Matrix.

NOW THEREFORE, Be It Ordained by the City Council of the City of Chicago:

SECTION 1. In the event that any sign would be prohibited from installation and maintenance, as it is authorized by the PD Signage Matrix, by any provision of any of the Municipal Code sections described below (the "Municipal Code Sign Sections"), whether such sign exists or pursuant to the PD Signage Matrix may exist, said provision shall be deemed ineffective solely as to such sign, which sign shall be exempt from the requirements of said Municipal Code provision as long as such provision remains in force. The Municipal Code Sign Sections shall mean the following sections of the Municipal Code:

- (a) Chapter 17, Section 17-12-0100 through Section 17-12-1103-B (Zoning Ordinance);
- (b) Chapter 13, Section 13-20-500 through Section 13-20-770 (Signs, Billboards, Sign Boards and Related Structures), specifically but without limitation including the requirement for a separate City Council order for certain signs exceeding 100 square feet in area or 24 feet in height;
- (c) Chapter 13, Section 13-96-010 through Section 13-96-085 (Outdoor Signs);
- (d) Chapter 13, Section 13-128-130 (Use of Public Property); and
- (e) Any current or subsequent moratorium on signage.

Notwithstanding the foregoing, all signs located within the Exempted Area shall comply with all applicable provisions of the Municipal Code such as, but not limited to, compliance with electrical, structural, health, safety and inspection requirements, together with all requirements and restrictions imposed by or in connection with the PD Signage Matrix.

SECTION 2. This ordinance shall take full force and effect upon its passage and approval.

Planned Development Signage Matrix, Section B - Approved, unregulated signage

In addition to the signage set forth in Section A, Applicant shall have the right and is permitted to erect, place, establish, paint, create, modify and maintain in the Planned Development all of the signs identified in the Zoning Ordinance as well as all the types of signs and the specific signs listed in this Signage Matrix, including without limitation stylized, blade signs, banners, LED screens and ribbon boards, exposed neon light mounted and similar signage. The maximum square footage of exterior, regulated signage in the Planned Development shall be the square footage shown in Section A of this Signage Matrix, provided however in addition existing signage as of the date of this Planned Development amendment shall be allowed and shall not be included in or otherwise counted in the calculation of total square footage, including for example signage related to owner(s) directional signage, signage related to the baseball team playing in Wrigley Field, signage shown in this Section B (approved, unregulated signage) and signage exempt under applicable law. Applicant is permitted to allocate the square footage of allowable signage between the Subareas and to modify any sign type or location listed below as long as the total square footage in Section A is not exceeded by exterior approved, regulated signs (see notes and exclusions). Applicant is also permitted to allocate the square footage of allowable signage between the Subareas in the Planned Development in such a way as Applicant may designate, which designation may, at Applicant's option, be done through a zoning and signage rights agreement. The categories and allocations of signage types, sizes and location which follow in the comments and chart below are representative of how and where such signage may be implemented by Applicant within the Planned Development and the various Subareas, provided however Applicant shall have the right to allocate and reallocate such signage in the manner set forth below or in a different manner. This list is conceptual and not all signs need to be installed. Applicant shall have the right to determine which will be installed. In addition to the signage set forth in this Planned Development Signage Matrix, Applicant shall have the right and is permitted to erect, place, establish, paint, create, modify and maintain in the Planned Development signs which are incidental, temporary, seasonal, special event, branded directional or specific location, mobile food and beverage, branded seasonal banners and any sign allowed under the Planned Development, including without limitation any sign listed in this Matrix, signs as noted in the Notes section below and any signs excluded under or not subject to the Planned Development. Applicant shall have the right to determine the design, look, feel and placement of all signs and to allocate and reallocate such signage between Subareas. No sign identified in or similar to the signs listed in this Section B shall be governed by Section A. The content of any sign in this Section B shall be as determined by Applicant in its discretion and may change as desired by Applicant.

Development	Signage	Comments
Hotel Parcel		
Directional signage	15	Monument sign. Located along Clark Street.
Parking Garage	80	Branded Garage entrance. Internally illuminated.
Canopy sign	45	Sign at drop-off area. Internally illuminated.
Tenant Signs		
Corner marquee tenant	360	Three signs in each bay at corner of Clark & Addison. Internally illuminated.
Health Club sign at first floor	70	Main entrance to Health Club. Internally illuminated.
Health Club building sign	70	Building facade. Internally illuminated.
McDonald's storefront sign	80	Located over storefront per agreement. Internally illuminated.
McDonald's directional sign	15	Location TBD. Internally illuminated.
Tenant signs	(64)	Assume eight tenants (8/80) sf per tenant. Internally illuminated. Additional signs may be added as tenants identified (up to seven additional).
Flat roof sign	Not applicable	Flat, internally illuminated branded roof sign. Located below parapet wall (2000 sf).
Showcase experience gate entrance	2,000	Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See e.g., H.
Subtotal Hotel Parcel	3,375	
Office Building		
Facade signage	216	Store name and logo - four signs at 54 sf each. Internally illuminated.
Office	120	Logo/names of office tenant(s) over office entrance on Waveland Avenue. Internally illuminated.
Office Tenant signs	240	Assume three at 80 sf each. Internally illuminated.
Tenant Signs	480	Assume six additional tenants (6/80) sf per sign. Internally illuminated. Additional signs may be added as tenants are certified (up to seven additional).
Major tenant(s)	750	Assume three signs of 250 sf each. Internally illuminated.
Flat roof sign	Not applicable	Flat internally illuminated branded roof sign. Located below parapet wall (2000 sf).
Sub-Total Office Bldg.	1,806	
Bridge		
Welcome sign	300	Located at center of bridge - north and south sides two signs at 80 sf each. Internally illuminated.
Sub-Total Bridge	300	
Plaza		
Signs		
Banners	4,032	Banners on each of the three sides of each sign - 8' x 24' each side.
Plaza Baseball art	800	Branded sculpture. May include 3rd party sponsor or advertiser.
Branded 3D art sculpture	500	Internally illuminated. May include 3rd party sponsor or advertiser.
Lighted neon baseball	500	Illuminated neon baseball art. May include 3rd party sponsor or advertiser.
Event signage	600	Changeable event signage. Internally illuminated.
Metal fencing	600	Branded logo in decorative plaza fencing.
Water element signage	400	Branded flat sign embedded in plaza paving surface (e.g. Millennium Park).
Temporary/Seasonal signage	Not applicable	Seasonal and temporary signage, internally illuminated or static, for events on staging, etc.
Concession trolley/train	1,440	Total of nine cars, location TBD on Plaza @ (60 sf per car).
Sub-Total Plaza	8,872	
Parking Lots & Garages		
Parking lot branding signage	Not applicable	Entrances to parking lots. Assume two entrances per lot, nine Cubs owned and operated lots currently, but only three in the P.D. 125 sf each.
Ballpark Exterior		
Western Gate		
Branded entrance arch	1,000	Branded entry - exposed neon located over gate entry.
Showcase experience gate entrance	2,000	Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See e.g., H and H-2.
Bleacher Gate		
Entry gate brand	1,000	Signage located above gate (currently, Bud Bleachers).
Showcase experience gate entrance	2,000	Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See e.g., H and H-2.

Marquee Entrance	1,000	Neon Internally Illuminated	Neon Internally Illuminated
Entry gate brand	Not applicable	Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because experience not just signage. See e.g. H and H-2	
Showcase experience gate entrance	2000	Branded activation zone signage. Neon behind glass storefront.	
Branded Activation zone	40	Two flat signs - (7 sf each). Branded vertical sign flanking branded activation zone entrance. Internally illuminated	
Branded Activation zone	14	Branded premium neon sign behind glass	
Branded Premium Entrance	30	Branded neon sign merchandise behind glass	
Branded merchandise	30	Neon branded	
Marquee Restaurant	60	Neon signs flanking store	
Retail store	40	Neon sign flanking premium entrance	
Premium Entrance @ main gate	80	Neon sign flanking ticket windows	
Ticket office @ Main gate	80	Will call branded neon letters	
Ticket will call premium branded @ main gate	20		
Ticket Window @ main gate	35	Neon sign located above ticket window	
Temporary banners and photos	Not applicable		
Multi-Triangle	1,000	Neon Internally Illuminated	
Entry gate brand	Not applicable	Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because experience not just signage. See e.g. H and H-2	
Showcase experience gate entrance	2000	Neon	
Restaurant signage	200	Neon	
Restaurant (currently United Club)	200	Neon	
Restaurant (eastern facade, currently Sheffield Grill)	200	Neon	
Branded awnings over concessions - third level	48	Branded logo on each awning. Most likely painted/vinyl fabric. Total eight awnings - 6 sf per branded logo total 48 sf. Note: similar awnings may be added in other locations within the ballpark interior.	
Gate Name sign	65	Branded gate. Exposed neon	
Concession/ticket	42	Three flat signs each side of entry concession/ticketers - 7 sf each - total 21 sf per side - 42 sf total. Internally illuminated	
Store branded name	150	Large centered over merchandise entry & behind three windows - exposed neon - 50 sf each	
Retail store	300	Neon signs - logo and store name. Located along Addison Street and over store entrance	
Logo sign	360	One neon logo sign located on south elevation	
Temporary banners and photos	Not applicable	Banners on exterior facade and chain link fence, as on Opening Week, and for special events	
Gate K	2 (not applicable)	Two, internally illuminated signs, branded entrance. Existing Gate ID signage to be revised	
Entry gate brand	Not applicable	Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because experience not just signage. See e.g. H and H-2	
Showcase experience gate entrance	2000	Internally illuminated sign above ticket window. Existing Gate ID signage to be revised	
Gate K Ticket window	80		
Wayland, Sheffield and around exterior	175	Branded, illuminated gate ID names located along Sheffield & Wayland	
Gate ID signs along Sheffield & Wayland	140	Wayfinding signage. The number of signs will vary. A number of directional signs currently exist around the ballpark.	
Directional signs, CF bleacher sign	Not applicable	Placed around entire ballpark including Addison, Sheffield & Wayland hung off of back of bleachers etc. 50 fabrication banners at 40 sf each. Includes photos	
Historic banners	Not applicable	numbers & images, important dates and accomplishments throughout Cubs history and brands, etc.	
Sheffield Temporary Event Signage	Not applicable	Temporary signage installed for the street events	
Streetscape	Not applicable	Applicant will have the right to brand street poles, bus shelters, garbage cans & other street and site furniture. Applicant may also install Applicants desired concepts as per Planned Development. No other third-party signage is allowed on banners, street furniture or otherwise along either side of the streets bounded by Clark St., Wayland Ave., Sheffield Ave. and Addison St. unless sponsor is the Cubs and Cubs sponsors	
Bike Parking Area	Not applicable	Location TBD. Internally illuminated	
Total	23,112		

Notes:

1. Existing signs (including without limitation signs which are upgraded or increased in size) and other excluded signs (as noted below and in the Planned Development statement and the introduction above) are permitted and are excluded from calculation of the square footage maximum.

a. Directional, public informational, accessible signage, etc., and signage required by law is not subject to regulation and is excluded. Such signage may be added in the discretion of Applicant.

b. Portable and temporary signage: tables, chairs, umbrellas, awnings, patios, party decks, drink rails, doorways, etc., are not subject to regulation and are excluded. Such signage may be added in the discretion of Applicant without limiting the foregoing signage (for example, awnings) on the exterior of Wrigley Field, the hotel, office building, and plaza is allowed.

c. Seasonal and event-related signage: staking roof, rock boards (e.g., date boards), farmers market, event hosts, movies, special events, banners, mobile food and beverage, games, barricades, etc., are not subject to regulation and are excluded. Such signage may be added in the discretion of Applicant.

d. Signage promoting ownership(s), signage related to event(s) in the Planned Development, signage related to the baseball team playing in Wrigley Field and signage exempt under applicable law, etc., are not subject to regulation and are excluded. Such signage may be added in the discretion of Applicant.

2. Square footage listed is approximate. For example, as items are added or changed, additional signage may be added and signs may be modified to reflect the team name and may be larger or smaller.

3. Signage interior to Wrigley Field is exempt from review under the Planned Development and is allowed, subject to review by the Commission on Chicago Landmarks, as applicable.

4. Street pole banners will be added only when agreed by Applicant. Same for ads on public ways, trash containers, bus shelters, etc.

5. Any sign in this Section B may include third-party branding. For the avoidance of doubt and without limiting the foregoing, signs which are Cubs-branded are allowed and not regulated, even if a third-party logo or identification also appears on the sign.

6. Additional signs in the categories listed in Section 1 and its subsections and of these notes is allowed. The square footage included above is for informational purposes only and does not imply any maximum square footage for such signs.

7. Cubs permit on back of bleacher scoreboard is omitted. It is not a sign.

8. Signage associated with sponsor displays in activation zones on the interior of the ballpark is not subject to square footage maximum. It is permitted.

9. Signage is listed as "existing" in this Matrix if it is sign proposed in this Matrix is expanded or modified signage is permitted in this appropriate location in the dimensions style or illumination noted in this Matrix or modified by the Planned Development.

10. All sign dimensions, locations and styles are approximate and may be permitted or expanded as long as not inconsistent with the Master Sign Program Contents, as approved by the Commission on Chicago Landmarks (for signs interior to Wrigley Field) or with the Planned Development (for regulated signs not interior to Wrigley Field).



City of Chicago



O2013-7624

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Release of easement and grant agreement with Amtrak and Riverpoint, LLC to correct location of existing sewer culvert and allow for construction and installation of additional double barrel outfall sewer line
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing a release of an easement and entry into two easement agreements with Amtrak and Riverpoint, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

**ORDINANCE
FOR EASEMENT RELEASE AND GRANT AGREEMENT
OF SEWER LINE EASEMENT**

WHEREAS, on May 27, 1915 the Chicago Union Station Company ("CUSCO") granted a sewer line easement running from Canal Street to the Chicago River ("Original Easement") to the City of Chicago ("City") to lay, construct or reconstruct, maintain and operating in perpetuity such sewer line upon and under CUSCO's property ("CUSCO Property") as legally described on the attached **Exhibit A**. The Original Easement was recorded June 22, 1915 as document number 5658263, Book 13360, Page 338 in the Recorder's Office of Cook County, Illinois; and

WHEREAS, River Point LLC ("River Point") is the owner of certain property located at 444 West Lake Street, Chicago, Illinois ("River Point Property") adjacent to the north and south of the CUSCO Property and a portion of the Original Easement also falls within the River Point Property as legally described on the attached **Exhibit B**; and

WHEREAS, the City, upon due investigation and consideration, has determined that an abandoned sewer outfall lies within the Original Easement and the City has determined that public interest now warrants the issuance of two (2) separate releases of the City's rights and restrictions in the granted Original Easement pursuant to the terms and conditions of a CUSCO Easement Release and Grant Agreement ("CUSCO Easement Release and Grant Agreement"), and a River Point Easement Release and Grant Agreement ("River Point Easement Release and Grant Agreement") (together, the "Easement Release and Grant Agreements"), both substantially in the forms attached hereto respectively as **Exhibits C and D**; and

WHEREAS, the City, upon due investigation and consideration, has determined that an existing sewer culvert falls outside of the Original Easement area and is located within the property lines of the CUSCO Property and River Point Property without a grant of easement to the City to accommodate that existing sewer culvert; and

WHEREAS, the City is seeking a separate grant of easement ("New Easement") by each CUSCO and River Point, and each of CUSCO and River Point are willing to grant a New Easement to the City over their respective properties to accommodate the correct location of the existing sewer culvert and allow for the City's construction and installation of an additional double barrel outfall sewer line within each of the proposed New Easements pursuant to the respective Easement Release and Grant Agreements both appearing as **Exhibits C and D** respectively; **now, therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Water Management, or a designee of the Commissioner is each hereby authorized, subject to the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver the Easement Release and Grant Agreements in substantially in the forms attached as **Exhibit C and Exhibit D**, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Easement Release and Grant Agreements, with such amendments, modifications, revisions, changes, deletions and insertions as shall be approved by the persons executing the respective Easement Release and Grant Agreements.

SECTION 3. The release of the Original Easement and the grant of the New Easements over the CUSCO Property and River Point Property are both hereby approved subject to the terms and conditions of each of the Easement Release and Grant Agreements.

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

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

EXHIBIT A
LEGAL DESCRIPTION OF CUSCO PROPERTY

ALL THE PROPERTY AND SPACE BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET, CHICAGO CITY DATUM, WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED PARCEL OF LAND WITHIN SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET;

THENCE NORTH 01 DEGREE, 41 MINUTES, 02 SECONDS WEST ALONG SAID EAST LINE OF NORTH CANAL STREET, A DISTANCE OF 454.12 FEET TO A POINT ON THE WEST LINE OF WATER LOT 5 IN BLOCK K AFORESAID, WHICH POINT IS THE POINT OF BEGINNING FOR THE PARCEL TO BE DESCRIBED;

THENCE SOUTH 28 DEGREES, 33 MINUTES, 53 SECONDS EAST A DISTANCE OF 147.58 FEET;

THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED LINE, AND HAVING A RADIUS OF 766.36 FEET, AND ARC DISTANCE OF 76.57 FEET;

THENCE SOUTH 22 DEGREES, 50 MINUTES, 23 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 39.79 FEET;

THENCE SOUTHEASTWARDLY ALONG A CURVE LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 508.67 FEET, AN ARC DISTANCE OF 187.52 FEET;

THENCE SOUTH 01 DEGREE, 43 MINUTES, 22 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 34.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 22 (BEING ALSO THE NORTH LINE OF AFOREMENTIONED WEST LAKE STREET) WHICH POINT IS 146.57 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK AS MEASURED ALONG SAID NORTH LINE;

THENCE NORTH 89 DEGREES, 22 MINUTES, 58 SECONDS EAST ALONG SAID NORTH LINE OF WEST LAKE STREET A DISTANCE OF 149.78 FEET TO THE SOUTHEAST CORNER OF THE SOUTHERLY TRACT OF LAND CONVEYED BY ABNER STILLWELL AND OTHERS TO THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY AND OTHERS, BY DEED RECORDED APRIL 27, 1934 AS DOCUMENT NO. 11391430, AND WHICH POINT IS 296.35 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID NORTH LINE;

THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO. 11391430, BEING HERE A CURVED LINE CONVEXED EASTERLY, HAVING A RADIUS OF 588.69 FEET AND AN ARC DISTANCE

OF 156.28 FEET;

THENCE NORTH 28 DEGREES, 28 MINUTES 42 SECONDS WEST ALONG AN EASTERLY LINE OF THE SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO.11391430, AND TANGENT TO THE LAST DECRIBED COURSE, A DISTANCE OF 198.71 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN BLOCK 22 (SAID NORTH LINE BEING THE SOUTHERLY LINE OF VACATED FULTON STREET), WHICH POINT IS 155.50 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID BLOCK 22 AS MEASURED ALONG SAID NORTH LINE;

THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG THE EASTERLY LINE OF THE MIDDLE TRACT DESCRIBED IN DOCUMENT NO. 11391430, A DISTANCE OF 90.38 FEET TO A POINT ON THE SOUTH LINE OF BLOCK K AFOREMENTIONED (SAID SOUTH LINE BEING THE NORTH LINE OF AFORESAID VACATED FULTON STREET) WHICH POINT IS 114.74 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK K AS MEASURED ALONG SAID SOUTH LINE;

THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 87.62 FEET;

THENCE SOUTH 88 DEGREES, 18 MINUTES, 58 SECONDS WEST A DISTANCE OF 75.21 FEET TO THE EAST LINE OF NORTH CANAL STREET BEING ALSO THE WEST LINE OF BLOCK K AFORESAID;

THENCE SOUTH 01 DEGREE, 41 MINUTES, 02 SECONDS EAST ALONG SAID EAST LINE OF NORTH CANAL STREET A DISTANCE OF 23.90 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B
LEGAL DESCRIPTION OF RIVER POINT PROPERTY

PARCEL 1

LOTS 1 AND 4 IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021;

EXCEPTING THEREFROM, THAT PART OF SAID LOTS 1 AND 4 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM AND LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 IN RIVERPOINT SUBDIVISION AFORESAID, BEING ALSO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF LOT 4 AFORESAID, 3.30 FEET TO A LINE 3.30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 AND 4 AFORESAID AND THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING 5 COURSES AND DISTANCES; NORTH 01 DEGREES 43 MINUTES 22 SECONDS WEST, 34.82 FEET; NORTHWESTERLY 182.98 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 505.37 FEET AND A CHORD DISTANCE OF 181.98 FEET WHICH BEARS NORTH 12 DEGREES 05 MINUTES 42 SECONDS WEST; NORTH 22 DEGREES 50 MINUTES 29 SECONDS WEST, 43.08 FEET; NORTHWESTERLY 76.22 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 763.06 FEET AND A CHORD DISTANCE OF 76.19 FEET WHICH BEARS NORTH 25 DEGREES 42 MINUTES 11 SECONDS WEST; NORTH 28 DEGREES 33 MINUTES 53 SECONDS WEST, 29.74 FEET; THENCE NORTH 34 DEGREES 25 MINUTES 37 SECONDS WEST ALONG A LINE, 93.03 FEET TO THE WEST LINE OF LOT 1 AFORESAID, BEING ALSO THE EAST LINE OF NORTH CANAL STREET; THENCE NORTH 01 DEGREES 41 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE OF LOT 1 AND EAST LINE OF NORTH CANAL STREET, 28.31 FEET TO THE NORTH MOST CORNER OF SAID LOT 1 AND THE POINT OF TERMINUS OF SAID LINE; IN COOK COUNTY ILLINOIS;

PARCEL 2

THAT PART OF LOT 4A IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

EXHIBIT C TO ORDINANCE

This instrument prepared by and
after recording please return to:

Karen Bielarz
Senior Counsel
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

This space reserved for Recorder's use only.

EASEMENT, RELEASE, AND GRANT AGREEMENT

RECITALS

This Easement Release and Grant Agreement (this "**Agreement**") is made and entered into as of this ____ day of _____, 2013 ("Effective Date") by and between **CHICAGO UNION STATION COMPANY**, an Illinois corporation ("**Grantor**") that is a wholly-owned subsidiary of National Railroad Passenger Corporation ("**Amtrak**"), and the **CITY OF CHICAGO**, an Illinois municipal corporation ("**Grantee**"). Grantor and Grantee are collectively referred to herein as the "**Parties**".

WHEREAS, pursuant to that certain grant of easement dated May 27, 1915 and recorded June 22, 1915, Book 13360, Page 338, Document No. 5658263, Chicago Union Station Company granted to Grantee an easement for the construction of and access to a sewer line (the "**Original Sewer Line**") upon and under areas of the property legally described in said grant of easement the ("**Original Easement**"); and

WHEREAS, a City of Chicago Department of Water Management review of the Original Easement indicates that an unused sewer line and an abandoned outfall lies within the Original Easement area, which such abandoned outfall has been filled with sand; and

WHEREAS, Grantor is the owner of certain property in Chicago, Illinois, including land and air rights, legally described on **Exhibit A** attached hereto (the "**Grantor's Property**"); and

WHEREAS, Grantor's Property is used and may be used by Grantor, AMTRAK, and other railroads, including but not limited to commuter, local and regional transit entities; and

WHEREAS, certain portions of the Original Easement fall within and encumbers the Grantor's Property; and

WHEREAS, the Parties desire to cause a release of the burdens of that portion of the Original Easement falling within the Grantor's Property; and

WHEREAS, the Grantee desires to cause the correct sewer line (the "**New Sewer Line**")

location falling within the Grantor's Property, as depicted on a survey plat prepared by Chicago Guarantee Survey Company dated June 11, 2012 (the "**Survey**"), to appropriately be identified in a permanent, non-exclusive, appurtenant new easement (the "**New Easement**") to be granted to Grantee by Grantor for the purpose of access to and maintenance, operation, repair, renewal, and replacement of the New Sewer Line; and

WHEREAS, Grantee, for itself, its successors and assigns, is willing to release all of its right, title and interest in the Original Easement in the Original Easement Area provided that Grantor grants the New Easement for the New Sewer Line on the terms and conditions set forth in this Agreement upon the Grantor's Property (the "**New Easement Area**"), as legally described and depicted on the Plat of Easement, attached hereto as **Exhibit B**; and

WHEREAS, Grantor is willing to grant to Grantee the New Easement for the New Sewer Line on the terms and conditions set forth in this Agreement, and Grantee is willing to accept such New Sewer Line falling within the New Easement Area in the Grantor's Property as depicted on **Exhibit B**; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1.

2. **Easement Release and Grant.**

A. Grantee for itself, its successors and assigns hereby releases any and all right, title, interest, or claim that it holds or may hold under the Original Easement falling within the Grantor's Property. Grantee agrees and acknowledges that the Original Easement falling within the Grantor's Property is of no further force or effect and that Grantee has no further rights or claim of title under the Original Easement that encumbers the Grantor's Property.

B. Grantor and Grantee hereby acknowledge and agree that there are remaining portions of Grantee's Original Easement that fall within property, including certain land and air rights, owned by River Point, LLC, a Delaware limited liability company ("**River Point**"), that are not part of this Agreement and shall be subject to a separate Easement, Release and Grant Agreement between the Grantee and River Point.

C. Grantor hereby grants to Grantee a permanent, non-exclusive, appurtenant easement for the purpose of maintenance, operation, repair, renewal, removal, and replacement of the New Sewer Line ("**New Easement Purposes**") within the New Easement Area (the "**New Easement**"). Grantee hereby accepts such grant of New Easement from Grantor subject to the terms herein.

3. **Right of Access.** In furtherance of this Agreement, Grantor grants to Grantee, its agents, employees, contractors, subcontractors, licensees and invitees (collectively the "**Grantee Parties**") the right, permission and authority to enter from time to time upon the New Easement Area as may be reasonably necessary for the New Easement Purposes of the Sewer Line and exercising the rights and performing the obligations of Grantee in accordance with the terms of

this Agreement and in compliance with all applicable laws; provided, however, except for emergencies including those involving threats to public health, safety or welfare, Grantee shall notify Grantor in writing at least three (3) business days prior to such entry upon the New Easement Area. Such notice shall detail the scope of work to be performed and the approximate duration of time to complete such work. Grantor also grants to Grantee Parties the right, permission and authority to enter in a reasonable manner upon such portions of the Grantor's Property abutting the New Easement Area approved by Grantor, which approval shall not be unreasonably withheld, as shall be reasonable and necessary for the purpose of access to the New Easement Area to exercise the rights and perform the obligations of this Agreement.

4. **Damage to the New Easement Area or Grantor's Property.** Grantee shall be responsible, at its sole cost, for any damage to the New Easement Area, falling within the Grantor's Property or any improvements thereon caused by the Grantee Parties' negligent, willful and wanton and intentional acts or conduct in performing the New Easement Purposes in the New Easement Area. In the event of any such damage Grantee shall immediately notify Grantor thereof, and thereafter Grantor shall file a claim for reimbursement under the City's self-insurance program. The Parties to this Agreement shall use due care in exercising their respective rights under this Agreement.

5. **Construction Repair and Maintenance.** Grantee shall perform any work required or permitted hereunder in a good, workmanlike manner and as expeditiously as possible so as to minimize interference with the use and operation of Grantor's Property to the greatest extent feasible, including but not limited to the flow of pedestrian, rail and vehicular traffic.

6. **Reservation by Grantor.** Grantor hereby reserves the right, subject to the prior written approval of Grantee with respect to: (a) locate other utilities and facilities in the New Easement Area at (i) any below-grade improvements and (ii) any permanent above-grade building improvements, which approval shall not be unreasonably withheld or delayed and (b) use the surface area of and airspace above the New Easement Area for any other purpose whatsoever, so long as any such uses do not interfere with Grantee's New Easement Purposes and New Easement rights.

7. **Covenants Run with Land.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Grantor's Property.

8. **No Lien.** Grantee shall not permit any lien to stand against the New Easement Area, the Grantor's Property or any improvements thereon for any labor or material in connection with work of any character performed or claimed to have been performed on the New Easement Area or the Grantor's Property on behalf of Grantee. In the event of any such lien attaching to the New Easement Area, the Grantor's Property or any improvements thereon, Grantee shall have such lien released within a ninety (90) day cure period and failure by Grantee to do so shall constitute a breach of this Agreement.

9. **Insurance.** Grantee is self-insured and the City's self-insurance program shall cover any damages that Grantee or the Grantee Parties, as applicable, may cause to the Grantor's Property.

10. Indemnification. Grantee shall, subject to available appropriations and any necessary and required legislative actions, indemnify and save harmless Grantor, and their respective officers, employees, contractors, invitees, agents and representatives (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the negligent, willful and wanton and intentional acts or conduct of Grantee Parties in performing the New Easement Purposes in or upon the New Easement Area.

11. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor: National Railroad Passenger Corporation
2955 Market Street
Philadelphia, PA 19104
Box 25
Attn: Assistant Vice President of Real Estate, or
successor

with copies to: National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attn: General Counsel

and

National Railroad Passenger Corporation
2955 Market Street
Philadelphia, PA 19104
Attn: Chief Engineer

If to Grantee: City of Chicago
Department of Water Management
Commissioner's Office
1000 E. Ohio Street
Chicago, Illinois, 60611

With a copy to: City of Chicago,
Department of Law
121 N. LaSalle Street, Room 600
Chicago, IL 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

12. Transfer by Grantor. Upon any transfer or conveyance of any of the Grantor's Property or a portion thereof, the transferor shall be released from any liability under this Agreement arising after the date of such transfer of conveyance relative to the real estate so transferred or conveyed, and the transferee shall be bound by and deemed to have assumed the rights and obligations of the Grantor arising after the date of such transfer of conveyance. The transferor shall remain liable for any liability under this Agreement arising prior to the date of such transfer of conveyance unless such liability is expressly assumed by the transferee.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year first above written.

CHICAGO UNION STATION COMPANY,
an Illinois corporation

By: _____

Name: _____

Title: _____

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that _____, _____ of **CHICAGO UNION STATION COMPANY**, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of the **CITY OF CHICAGO**, Department of Water Management, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, respectively, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY

ALL THE PROPERTY AND SPACE BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET, CHICAGO CITY DATUM, WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED PARCEL OF LAND WITHIN SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET;

THENCE NORTH 01 DEGREE, 41 MINUTES, 02 SECONDS WEST ALONG SAID EAST LINE OF NORTH CANAL STREET, A DISTANCE OF 454.12 FEET TO A POINT ON THE WEST LINE OF WATER LOT 5 IN BLOCK K AFORESAID, WHICH POINT IS THE POINT OF BEGINNING FOR THE PARCEL TO BE DESCRIBED;

THENCE SOUTH 28 DEGREES, 33 MINUTES, 53 SECONDS EAST A DISTANCE OF 147.58 FEET;

THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED LINE, AND HAVING A RADIUS OF 766.36 FEET, AND ARC DISTANCE OF 76.57 FEET;

THENCE SOUTH 22 DEGREES, 50 MINUTES, 23 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 39.79 FEET;

THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 508.67 FEET, AN ARC DISTANCE OF 187.52 FEET;

THENCE SOUTH 01 DEGREE, 43 MINUTES, 22 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 34.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 22 (BEING ALSO THE NORTH LINE OF AFOREMENTIONED WEST LAKE STREET) WHICH POINT IS 146.57 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK AS MEASURED ALONG SAID NORTH LINE;

THENCE NORTH 89 DEGREES, 22 MINUTES, 58 SECONDS EAST ALONG SAID NORTH LINE OF WEST LAKE STREET A DISTANCE OF 149.78 FEET TO THE SOUTHEAST CORNER OF THE SOUTHERLY TRACT OF LAND CONVEYED BY ABNER STILLWELL AND OTHERS TO 'THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY AND OTHERS, BY DEED RECORDED APRIL 27, 1934 AS DOCUMENT NO. 11391430, AND WHICH POINT IS 296.35 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID NORTH LINE;

THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO. 11391430, BEING HERE A CURVED LINE CONVEXED EASTERLY, HAVING A RADIUS OF 588.69 FEET AND AN ARC DISTANCE

OF 156.28 FEET;

THENCE NORTH 28 DEGREES, 28 MINUTES 42 SECONDS WEST ALONG AN EASTERLY LINE OF THE SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO.11391430, AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 198.71 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN BLOCK 22 (SAID NORTH LINE BEING THE SOUTHERLY LINE OF VACATED FULTON STREET), WHICH POINT IS 155.50 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID BLOCK 22 AS MEASURED ALONG SAID NORTH LINE;

THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG THE EASTERLY LINE OF THE MIDDLE TRACT DESCRIBED IN DOCUMENT NO. 11391430, A DISTANCE OF 90.38 FEET TO A POINT ON THE SOUTH LINE OF BLOCK K AFOREMENTIONED (SAID SOUTH LINE BEING THE NORTH LINE OF AFORESAID VACATED FULTON STREET) WHICH POINT IS 114.74 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK K AS MEASURED ALONG SAID SOUTH LINE;

THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 87.62 FEET;

THENCE SOUTH 88 DEGREES, 18 MINUTES, 58 SECONDS WEST A DISTANCE OF 75.21 FEET TO THE EAST LINE OF NORTH CANAL STREET BEING ALSO THE WEST LINE OF BLOCK K AFORESAID;

THENCE SOUTH 01 DEGREE, 41 MINUTES, 02 SECONDS EAST ALONG SAID EAST LINE OF NORTH CANAL STREET A DISTANCE OF 23.90 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

**PLAT OF EASMENT
OF NEW EASEMENT AREA
(Attached)**

EXHIBIT

-B-

AMTRAK PARCEL

THAT PART OF VACATED W. FULTON STREET LYING EAST OF N. CANAL STREET, SOUTH OF BLOCK "K" AND NORTH OF BLOCK 22, IN ORIGINAL TOWN OF CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 62008, TOGETHER WITH A PART OF THE CHICAGO RIVER LYING EAST OF AND ADJACENT TO VACATED W. FULTON STREET, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET;

THENCE NORTH 01 DEGREE 41 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE OF N. CANAL STREET, A DISTANCE OF 356.59 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01 DEGREE 41 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE OF N. CANAL STREET, 26.01 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST, 14.03 FEET;

THENCE SOUTH 74 DEGREES 43 MINUTES 06 SECONDS EAST, 17.10 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 07 SECONDS EAST, 122.37 FEET;

THENCE SOUTH 21 DEGREES 51 MINUTES 15 SECONDS EAST, 27.90 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST, 136.12 FEET;

THENCE NORTH 74 DEGREES 43 MINUTES 06 SECONDS WEST, 17.23 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST, 9.77 FEET TO THE EAST LINE OF NORTH CANAL STREET AND THE POINT OF BEGINNING,

(EXCEPTING THEREFROM THAT PART LYING WITHIN LOTS 1 AND 3, ALSO EXCEPTING THAT PART OF THE CHICAGO RIVER LYING EAST OF AND ADJACENT TO LOT 3, AND ALSO EXCEPTING LOT 2, HAVING A LOWER LIMIT BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET ABOVE CHICAGO CITY DATUM, IN THE RIVERPOINT SUBDIVISION, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021),

IN COOK COUNTY, ILLINOIS.

CONTAINING 2,288 SQUARE FEET (0.0525 ACRES), MORE OR LESS.

STATE OF ILLINOIS)
COUNTY OF COOK)SS

WE, CHICAGO GUARANTEE SURVEY COMPANY, DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS EXHIBIT FOR THE USES AND PURPOSES AS SHOWN HEREON. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

FIELD MEASUREMENTS COMPLETED APRIL 19, 2012

SIGNED ON:

Dec. 20, 2012

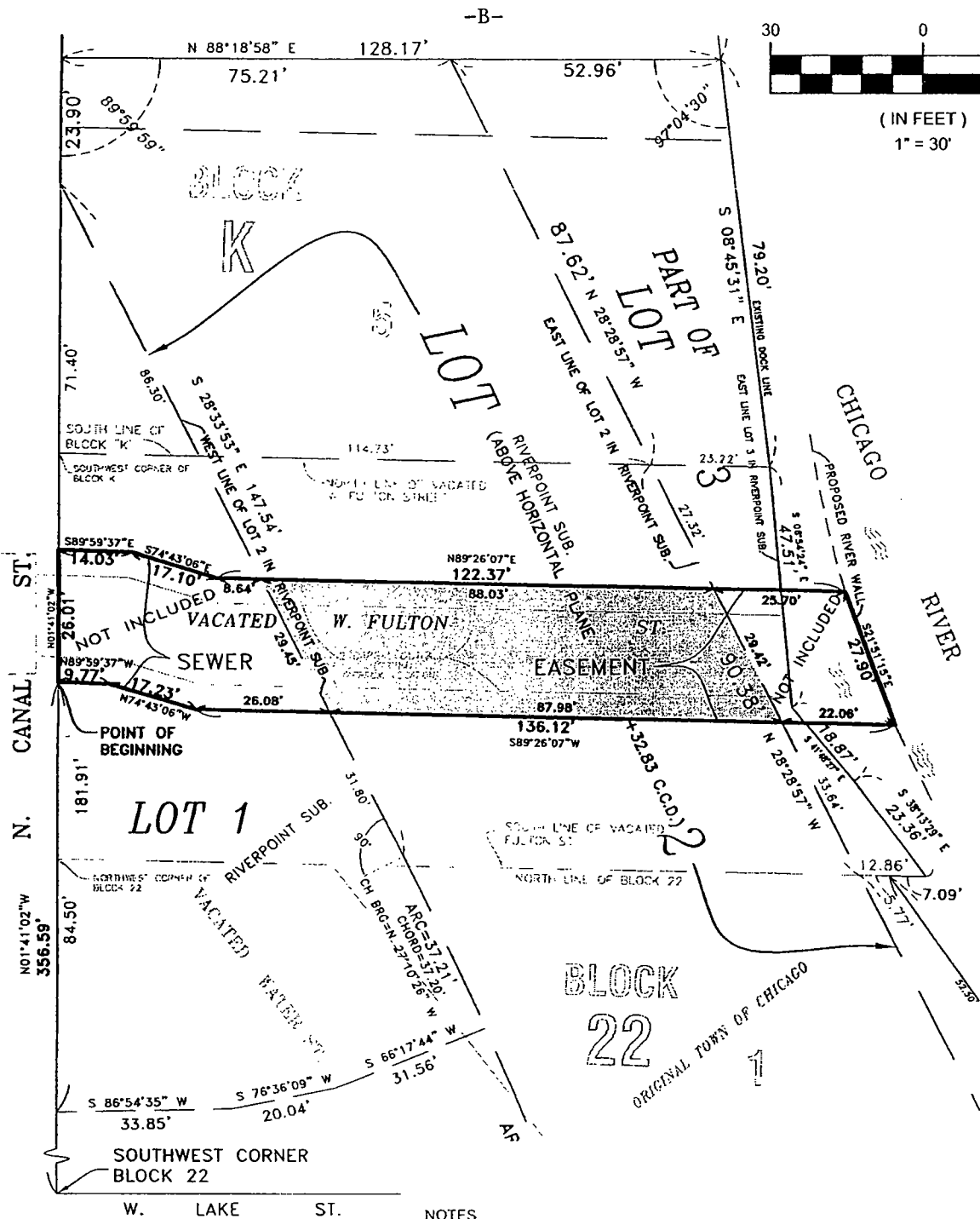
PROFESSIONAL ILLINOIS LAND SURVEYOR #2802
My license expires November 30, 2014

ORDERED BY: HINES	CHECKED	DRAWN
ADDRESS: RIVER POINT - 444 W LAKE ST., CHICAGO, IL	BS	
CHICAGO GUARANTEE SURVEY COMPANY		
A Division of PLCS, CORPORATION LICENSE NO. 186-005322 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE (312) 986-9445 FAX (312) 986-9679 EMAIL INFO@PLCS-SURVEY.COM		
ORDER NO. 2012-17233-002	DATE: DECEMBER 5, 2012 SCALE: 1 INCH = 30 FEET	PAGE NO. 1 OF 2

C:\CAD\2012\2012-16299\2012-17233-001.dwg

EXHIBIT

GRAPHIC SCALE



NOTES

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

NO dimensions shall be assumed by scale measurement upon this plat

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT CHICAGO GUARANTEE SURVEY COMPANY 2012
"All Rights Reserved"

ORDERED BY HINES		CHECKED	DRAWN
ADDRESS: RIVER POINT - 444 W LAKE ST., CHICAGO, IL		BS	
CHICAGO GUARANTEE SURVEY COMPANY			
A Division of PLCS, CORPORATION LICENSE NO 184-005322 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE (312) 986-9445 FAX: (312) 986-9679 EMAIL: INFO@PLCS-SURVEY.COM			
ORDER NO	DATE	PAGE NO	
2012-17233-002	DECEMBER 5, 2012	2 OF 2	
SCALE			
1 INCH = 30 FEET			

EXHIBIT D TO ORDINANCE

This instrument prepared by and
after recording please return to:

Jesse Dodson, Esq.
DLA Piper US LLP
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601

This space reserved for Recorder's use only.

EASEMENT RELEASE AND GRANT AGREEMENT

This Easement Release and Grant Agreement (this "**Agreement**") is made and entered into as of this ____ day of _____, 2013 by and between RIVER POINT LLC, a Delaware limited liability company, and ("**Grantor**"), and THE CITY OF CHICAGO, an Illinois municipal corporation ("**Grantee**"). Grantor and Grantee are collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, pursuant to that certain grant of easement dated May 27, 1915 and recorded June 22, 1915, Book 13360, Page 338, Document No. 5658263, Chicago Union Station Company granted to Grantee an easement for the construction of and access to a sewer line (the "**Original Sewer Line**") upon and under areas of the property legally described in said grant of easement and depicted on a Survey by Chicago Guarantee Survey Company dated June 11, 2012, Order No. 2012-16299-001 (the "**Survey**"; the aforementioned grant of easement is hereinafter referred to as the original "**Original Easement**"); and

WHEREAS, a City of Chicago Department of Water Management review of the Original Easement indicates that an unused sewer line and an abandoned outfall lies within the Original Easement area; and

WHEREAS, Grantor is the owner of certain property located at 444 West Lake Street, in Chicago, Illinois, including land and air rights, legally described on **Exhibit A** attached hereto (the "**River Point Property**"); and

WHEREAS, certain portions of the Original Easement fall within and encumbers the River Point Property; and

WHEREAS, the Parties desire to cause a release of the burdens of that portion of the Original Easement falling within the River Point Property;

WHEREAS, the Grantee desires to cause the correct sewer line ("**New Sewer Line**") location falling within the River Point Property to appropriately be identified in a New Easement to

be granted to Grantee by Grantor; and

WHEREAS, Grantee is willing to release all of its right, title and interest in the Original Easement provided that Grantor grants the New Easement for the New Sewer Line on the terms and conditions set forth in this Agreement upon the River Point Property (the "**New Easement Area**"), as legally described and depicted on the Plat of Easement, attached hereto as **Exhibit B**; and

WHEREAS, Grantor is willing to grant to Grantee the New Easement for the New Sewer Line on the terms and conditions set forth in this Agreement, and Grantee is willing to accept such New Sewer Line falling within the New Easement Area in the River Point Property as depicted on Exhibit B.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1.

2. **Easement Release and Grant.**

A. Grantee for itself, its successors and assigns hereby Releases any and all right, title, interest, or claim that it holds or may hold under the Original Easement falling within the River Point Property. Grantee agrees and acknowledges that the Original Easement falling within the River Point Property is of no further force or effect and that Grantee has no further rights or claim of title under the Original Easement that encumbers the River Point Property.

B. Grantor and Grantee hereby acknowledge and agree that there are remaining portions of Grantee's Original Easement that fall within property, including certain land and air rights, owned by the Chicago Union Station Company ("**CUSCO**"), that are not part of this Agreement and shall be subject to a separate Easement, Release and Grant Agreement between the Grantee and CUSCO.

C. Grantor hereby grants to Grantee a permanent, non-exclusive, appurtenant easement for the purpose of maintenance, operation, repair, renewal, removal, and replacement of the New Sewer Line ("**New Easement Purposes**") within the New Easement Area (the "**New Easement**"). Grantee hereby accepts such grant of New Easement from Grantor subject to the terms herein.

D. Grantor and Grantee further acknowledge that they are parties to that certain Development, Easement and Maintenance Agreement dated February 20, 2013 (the "**DEMA**") pursuant to which Grantor granted to Grantee a perpetual easement in and over a portion of the River Point Property for public open space and public park purposes (the "**Park Easement**"). The New Easement granted herein is, with respect to the portions located within the area of the Park Easement, in supplement and addition to the Park Easement which is being made to the extent of Grantor's remaining interest in such areas of the Park Easement. Notwithstanding the foregoing, the grant of the New Easement shall not be subject to the terms and conditions of the DEMAs and the Park Easement.

3. **Right of Access.** In furtherance of this Agreement, Grantor grants to Grantee, its agents, employees, contractors, subcontractors, licensees and invitees (collectively the "**Grantee Parties**") the right, permission and authority to enter from time to time upon the New Easement Area as may be reasonably necessary for the New Easement Purposes of the Sewer Line and exercising the rights and performing the obligations of Grantee in accordance with the terms of this Agreement and in compliance with all applicable laws; provided, however, except for emergencies including those involving threats to public health, safety or welfare, Grantee shall notify Grantor in writing at least three business days prior to such entry upon the New Easement Area. Such notice shall detail the scope of work to be performed and the approximate duration of time to complete such work. Grantor also grants to Grantee Parties the right, permission and authority to enter in a reasonable manner upon such portions of the River Point Property abutting the New Easement Area approved by Grantor, which approval shall not be unreasonably withheld, as shall be reasonable and necessary for the purpose of access to the New Easement Area to exercise the rights and perform the obligations of this Agreement.

4. **Damage to the New Easement Area or Grantor's Property.** Grantee shall be responsible, at its sole cost, for any damage to the New Easement Area, falling within the River Point Property or any improvements thereon caused by the Grantee Parties' negligent, willful and wanton and intentional acts or conduct in performing the New Easement Purposes in the New Easement Area, excluding damage to landscaping and other improvements at the surface of the New Easement Area, River Point Property, or any improvements thereon. In the event of any such damage Grantee shall immediately notify Grantor thereof, and thereafter Grantor shall file a claim for reimbursement under the City's self-insurance program. The Parties to this Agreement shall use due care in exercising their respective rights under this Agreement.

5. **Construction Repair and Maintenance.** Grantee shall perform any work required or permitted hereunder in a good, workmanlike manner and as expeditiously as possible so as to minimize interference with the use and operation of River Point Property to the greatest extent feasible, including but not limited to the flow of pedestrian, rail and vehicular traffic.

6. **Reservation by Grantor.** Grantor hereby reserves the right, subject to the prior written approval of Grantee with respect to: (a) locate other utilities and facilities in the New Easement Area at (i) any below-grade improvements and (ii) any permanent above-grade building improvements, which approval shall not be unreasonably withheld or delayed, provided further that Grantee has heretofore approved as Waterway Residential-Business Planned Development Number 1115, as modified by that certain Administrative Relief request granted October 3, 2012 (subject to the issuance of building permits and all other required permits and approvals) the construction of a concrete platform deck, office building and related improvements in the airspace above the New Easement Area substantially in the manner depicted in the plans prepared by Pickard Chilton Architects Inc. and last revised September 19, 2012; and (b) use the surface area of and airspace above the New Easement Area for any other purpose whatsoever, so long as any such uses do not interfere with Grantee's New Easement Purposes and New Easement rights.

7. **Covenants Run with Land.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the River Point Property.

8. **No Lien.** Grantee shall not permit any lien to stand against the New Easement Area, the River Point Property or any improvements thereon for any labor or material in connection with work of any character performed or claimed to have been performed on the New Easement Area or the River Point Property on behalf of Grantee. In the event of any such lien attaching to the New Easement Area, the River Point Property or any improvements thereon, Grantee shall have such lien released within a ninety (90) day cure period and failure by Grantee to do so shall constitute a breach of this Agreement.

9. **Insurance.** Grantee is self-insured and the City's self-insurance program shall cover any damages that Grantee or the Grantee Parties, as applicable, may cause to the River Point Property.

10. **Indemnification.** Grantee shall, subject to available appropriations and any necessary and required legislative actions, indemnify and save harmless Grantor, and their respective officers, employees, contractors, invitees, agents and representatives (collectively, the "**Indemnitees**"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the negligent, willful and wanton and intentional acts or conduct of Grantee Parties in performing the New Easement Purposes in or upon the New Easement Area.

11. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor:

River Point LLC
c/o Hines Interests, L.P.
Attn: Greg van Schaack and C. Kevin Shannahan
1 South Dearborn Street, Suite 2000
Chicago, Illinois 60603

and

c/o Hines Interest Limited Partnership
Attn: C. Hasty Johnson
Williams Tower
2800 Post Oak Boulevard, Suite 4800
Houston, Texas 77056

and

Ivanhoé Cambridge
Attn: Arthur Lloyd, Executive Vice President,
Investments, Western North America
525, 8th Avenue S.W., Suite 4200
Calgary, Alberta, Canada T2P 1G1

and

Ivanhoé Cambridge
Attn: Pierre-François Chapleau, Vice President,
Office Development, North America
1001 Square Victoria, Bureau C – 500
Montréal, Québec, Canada H2Z 2B5

With a copy to: DLA Piper US, LLP
203 North LaSalle Street
Suite 1900
Chicago, IL 60601
Attention: Jesse Dodson

If to Grantee: City of Chicago
Department of Water Management
Commissioner's Office
1000 E. Ohio Street
Chicago, Illinois, 60611

With a copy to: City of Chicago,
Department of Law
121 N. LaSalle Street, Room 600
Chicago, IL 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

12. Transfer by Grantor. Upon any transfer or conveyance of any of the Grantor's River Point Property or a portion thereof, the transferor shall be released from any liability under this Agreement arising after the date of such transfer of conveyance relative to the real estate so transferred or conveyed, and the transferee shall be bound by and deemed to have assumed the rights and obligations of the Grantor arising after the date of such transfer of conveyance. The transferor shall remain liable for any liability under this Agreement arising prior to the date of such transfer of conveyance unless such liability is expressly assumed by the transferee.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year first above written.

RIVER POINT LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that _____, _____ of RIVER POINT LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that _____, _____ of RIVER POINT LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that _____, _____ of RIVER POINT LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of the CITY OF CHICAGO, Department of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, respectively, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE RIVER POINT PROPERTY

PARCEL 1

LOTS 1 AND 4 IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021;

EXCEPTING THEREFROM, THAT PART OF SAID LOTS 1 AND 4 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM AND LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 IN RIVERPOINT SUBDIVISION AFORESAID, BEING ALSO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF LOT 4 AFORESAID, 3.30 FEET TO A LINE 3.30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 AND 4 AFORESAID AND THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING 5 COURSES AND DISTANCES; NORTH 01 DEGREES 43 MINUTES 22 SECONDS WEST, 34.82 FEET; NORTHWESTERLY 182.98 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 505.37 FEET AND A CHORD DISTANCE OF 181.98 FEET WHICH BEARS NORTH 12 DEGREES 05 MINUTES 42 SECONDS WEST; NORTH 22 DEGREES 50 MINUTES 29 SECONDS WEST, 43.08 FEET; NORTHWESTERLY 76.22 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 763.06 FEET AND A CHORD DISTANCE OF 76.19 FEET WHICH BEARS NORTH 25 DEGREES 42 MINUTES 11 SECONDS WEST; NORTH 28 DEGREES 33 MINUTES 53 SECONDS WEST, 29.74 FEET; THENCE NORTH 34 DEGREES 25 MINUTES 37 SECONDS WEST ALONG A LINE, 93.03 FEET TO THE WEST LINE OF LOT 1 AFORESAID, BEING ALSO THE EAST LINE OF NORTH CANAL STREET; THENCE NORTH 01 DEGREES 41 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE OF LOT 1 AND EAST LINE OF NORTH CANAL STREET, 28.31 FEET TO THE NORTH MOST CORNER OF SAID LOT 1 AND THE POINT OF TERMINUS OF SAID LINE; IN COOK COUNTY ILLINOIS;

PARCEL 2

THAT PART OF LOT 4A IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

**PLAT OF EASMENT
OF NEW EASEMENT AREA
(Attached)**

EXHIBIT

-B-

RIVER POINT PARCEL:

THAT PART OF LOTS 1 AND 3, TOGETHER WITH A PART OF THE CHICAGO RIVER LYING EAST OF AND ADJACENT TO LOT 3 IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF VACATED W. FULTON STREET LYING EAST OF N. CANAL STREET, SOUTH OF BLOCK "K" AND NORTH OF BLOCK 22, IN ORIGINAL TOWN OF CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 62008, TOGETHER WITH A PART OF THE CHICAGO RIVER LYING EAST OF AND ADJACENT TO VACATED W. FULTON STREET, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET;

THENCE NORTH 01 DEGREE 41 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE OF N. CANAL STREET, A DISTANCE OF 356.59 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01 DEGREE 41 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE OF N. CANAL STREET, 26.01 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST, 14.03 FEET;

THENCE SOUTH 74 DEGREES 43 MINUTES 06 SECONDS EAST, 17.10 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 07 SECONDS EAST, 122.37 FEET;

THENCE SOUTH 21 DEGREES 51 MINUTES 15 SECONDS EAST, 27.90 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST, 136.12 FEET;

THENCE NORTH 74 DEGREES 43 MINUTES 06 SECONDS WEST, 17.23 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST, 9.77 FEET TO THE EAST LINE OF NORTH CANAL STREET AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,828 SQUARE FEET (0.04197 ACRES), MORE OR LESS.

ORDERED BY	HINES	CHECKED	DRAWN
ADDRESS	RIVER POINT - 444 W LAKE ST., CHICAGO, IL	BS	BS
CHICAGO GUARANTEE SURVEY COMPANY			
A Division of PLCS, CORPORATION LICENSE NO. 184-005322 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (312) 986-9445 FAX (312) 986-9679 EMAIL: INFO@PLCS-SURVEY.COM			
ORDER NO	DATE	PAGE NO	
2012-17233-001	DECEMBER 5, 2012	1 OF 2	
SCALE: 1 INCH = 30 FEET			

STATE OF ILLINOIS)
COUNTY OF COOK)SS

WE, CHICAGO GUARANTEE SURVEY COMPANY, DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS EXHIBIT FOR THE USES AND PURPOSES AS SHOWN HEREON. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

FIELD MEASUREMENTS COMPLETED APRIL 13, 2012

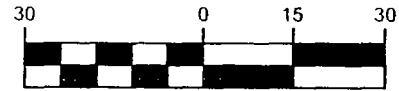
SIGNED ON Dec. 20, 2012

PROFESSIONAL ILLINOIS LAND SURVEYOR #2802
My license expires November 30, 2014

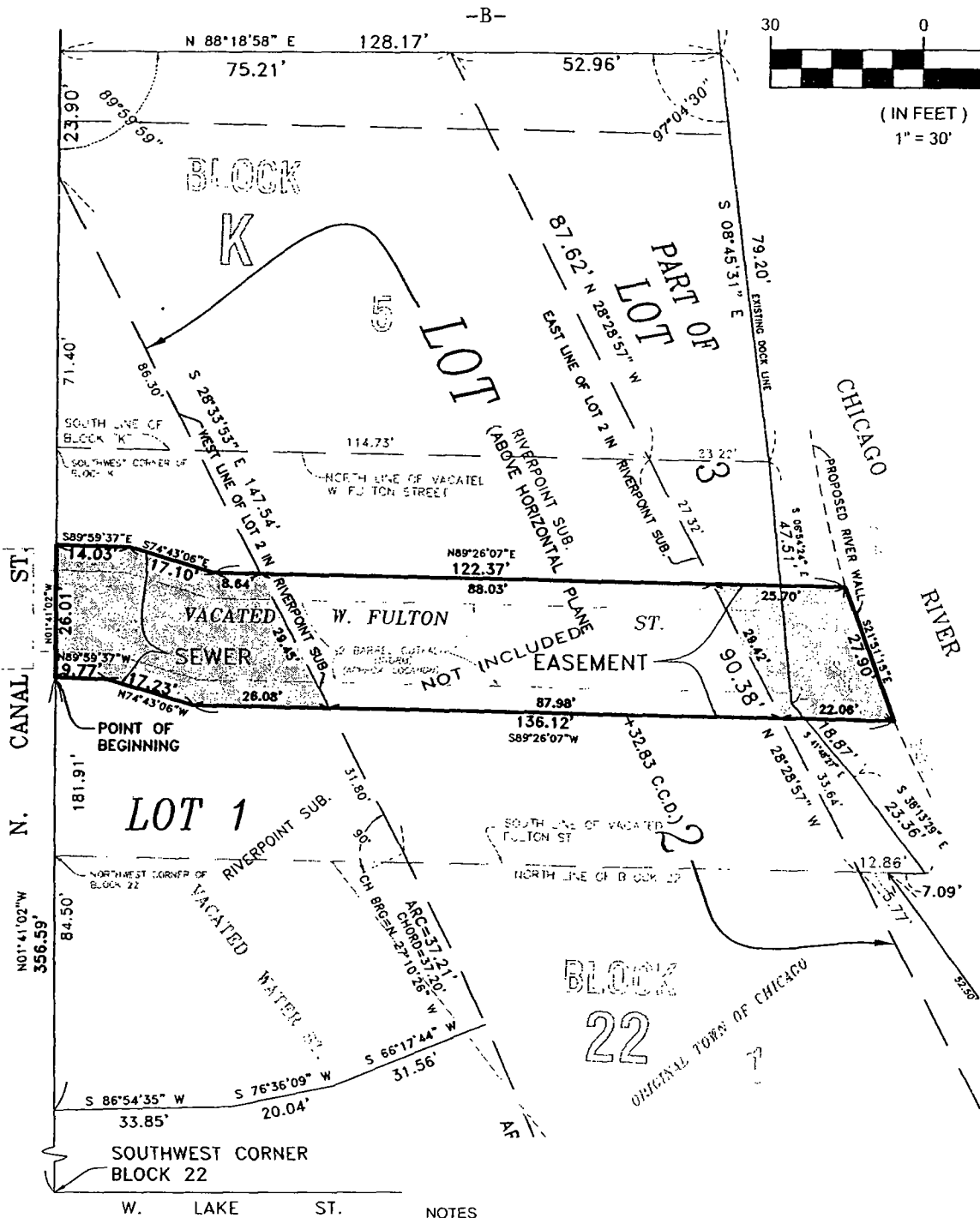


EXHIBIT

GRAPHIC SCALE



(IN FEET)
1" = 30'



NOTES

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED

COPYRIGHT CHICAGO GUARANTEE SURVEY COMPANY 2012
"All Rights Reserved"

ORDERED BY	HINES	CHECKED	DRAWN
ADDRESS	RIVER POINT - 444 W. LAKE ST., CHICAGO, IL		BS
CHICAGO GUARANTEE SURVEY COMPANY			
PLCS, CORPORATION			
LICENSE NO 184-005322			
PROFESSIONAL LAND SURVEYORS			
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630			
TELEPHONE (312) 986-9445 FAX: (312) 986-9679 EMAIL: INFO@PLCS-SURVEY.COM			
ORDER NO.	DATE	PAGE NO.	
2012-17233-001	DECEMBER 5, 2012	2 OF 2	
SCALE			
1 INCH = 30 FEET			

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City of Chicago



O2013-7581

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Metropolitan Water Reclamation District to construct diversion tunnel for Albany Park
Committee(s) Assignment:	Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Metropolitan Water Reclamation District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "**City**") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago is a body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "**District**"); and

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the "**Act**"); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, "stormwater management" as defined in the Act (and codified at 70 ILCS 2605/7h(a)) means the management of floods and floodwaters; and

WHEREAS, the Act specifically authorizes the District to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

WHEREAS, the Act provides that stormwater management in a municipality with a population over one million will be conducted by that municipality, or by the District subject to an intergovernmental agreement between the District and that municipality; and

WHEREAS, the City has a population greater than one million people; and

WHEREAS, on December 13, 2006, the City Council of the City adopted the "Chicago Stormwater Management Ordinance," codified as Chapter 11-18 of the Municipal Code of Chicago (the "**City Ordinance**"); and

WHEREAS, pursuant to Section 11-18-110 of the City Ordinance and other provisions of the Municipal Code of Chicago, the Commissioner of the City's Department of Water Management has issued regulations for sewer construction and stormwater management; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

WHEREAS, on October 6, 2009, the City and the District entered into an intergovernmental agreement ("Stormwater IGA") regarding stormwater management within the corporate limits of the City; and

WHEREAS, pursuant to the Stormwater IGA, the District and City agreed to work together on identifying and prioritizing stormwater management problems within the corporate limits of the City; and

WHEREAS, pursuant to the Stormwater IGA, the District and the City further agreed to work together on identifying potential projects to address stormwater management problems within the corporate limits of the City and to perform feasibility studies as may be necessary for such potential projects; and

WHEREAS, the neighborhood of Albany Park is located within the corporate limits of the City; and

WHEREAS, the North Branch of the Chicago River (the "**NBCR**") bisects the Albany Park neighborhood on its way to flowing into the Chicago River and a low-lying area near the NBCR is prone to flooding; and

WHEREAS, during a major rainfall event on September 13 and 14, 2008 the NBCR overtopped its banks and caused significant flooding in the Albany Park neighborhood; and

WHEREAS, the City's Department of Transportation ("**CDOT**") responded by placing sandbags along the shore as a temporary measure against flooding, but recommends that a diversion tunnel be constructed 100 feet below grade (roughly following the right of way of Foster Avenue), to take the excess waters during a potential flood and divert them directly into the Chicago River, thereby bypassing the Albany Park neighborhood and reducing the potential for flooding; and

WHEREAS, the City and the District are sharing the cost of a study performed by MWH Americas, Inc. ("**MWH**") regarding the feasibility of building a diversion tunnel in the soft ground (the "**Engineering Study**"); and

WHEREAS, the City has received a proposal from MWH to design a diversion tunnel in Albany Park based upon the Engineering Study (the "**Design**") for an amount not to exceed Two Million Three Hundred Thirty-Nine Thousand One Hundred and Ninety-Four Dollars (\$2,339,194); and

WHEREAS, on August 29, 2013, the District's Board of Commissioners authorized the District to negotiate and enter into intergovernmental agreements with the City for the design and construction of the diversion tunnel.

WHEREAS, the District's Board of Commissioners further authorized that the District may contribute up to, and no more than, Twenty-Five Million Nine Hundred Twenty Thousand Dollars (\$25,920,000) for the design and the construction of the diversion tunnel; and

WHEREAS, subject to the terms and conditions of an intergovernmental agreement, it is the District's intent to contribute up to, and no more than, One Million One Hundred Sixty-Nine Thousand Five Hundred and Ninety-Seven Dollars (\$1,169,597) for the Design, as defined in the "**Scope of Work**", attached hereto as **Exhibit 1** and made a part hereof; and

WHEREAS, the remainder of the cost of the Design will be funded from the City's Fund C51 Commercial Paper Account by proceeds from the issuance of its Commercial Paper, as authorized by an ordinance adopted by the City Council of the City (the "**City**")

Council") and published on May 1, 2002 in the Journal of the Proceedings of the City Council ("**Journal of the Proceedings**") at pages 83072 to 83167, as amended by an ordinance adopted by the City Council and published on March 14, 2012 in the Journal of Proceedings at pages 210707 to 21748; and

WHEREAS, the District has full power to pass all necessary ordinances, orders, rules, resolutions and regulations for the proper management and conduct of the business of the District and for carrying into effect the object for which it was formed. It is the policy of the State that all powers granted, either expressly or by necessary implication by the District's enabling legislation or any other Illinois Statute, to the District may be exercised by the District under 70 ILCS 2605/4; and

WHEREAS, the City and District have agreed to enter into an agreement that will be substantially in the form previously used for similar agreements between the City and the District in order to memorialize their respective roles in such an effort; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The Commissioner of CDOT (the "Commissioner") is authorized to execute the Agreement, and such other documents as are necessary, between the City and District, subject to the approval of the Corporation Counsel of the City as to form and legality.

EXHIBIT 1

Scope of Work (See Attached)

Albany Park Stormwater Diversion Tunnel

Engineering Design Services

Scope of Work

BACKGROUND

The Albany Park Stormwater Diversion Tunnel project consists of a 5700 foot long, 18-ft finished diameter rock tunnel to be located in generally beneath Foster Avenue in the City of Chicago. The proposed tunnel will divert excess stormwater from the North Branch of the Chicago River (NBCR) near Springfield and Foster to the North Shore Channel (NSC) just south of Foster. Project components will include the finished rock tunnel located approximately 110 feet below grade, inlet and outlet shafts, flow diversion facilities at the tunnel west end, flow discharge facilities at the North Shore Channel, channel side slope protection at both the NSC and NBCR, pumps for tunnel dewatering, and site restoration at the construction areas at either end of the tunnel alignment. The inlet and outlet shafts are estimated to be 20 feet in diameter and the pumping station submersible pumps will be located in the outlet shaft on the east bank of the NSC.

MWH will design and prepare bidding documents for the project as described above. A total of three submittals will be produced for CDOT and MWRD review at 60%, 98% and 100% completion. Upon incorporation of CDOT and MWRD comments a ready to advertise (RTA) set of plans and specifications will be prepared. The detailed scope of work is defined below.

SCOPE OF WORK

TASK 1 – Survey and Preparation of CADD Base Sheets

MWH will conduct a survey and prepare base sheets for the inlet and outlet shaft / structure sites located near the North Branch of the Chicago River (NBCR) and the North Shore Channel (NSC) respectively and prepare base sheets for the Foster Avenue tunnel alignment as shown on Figure 1. The scope of work for the inlet and outlet shaft areas will include a topographic survey and identification of property boundaries. The Foster Avenue tunnel alignment base sheets will be prepared from existing aerial photography with elevations taken along the Foster Avenue centerline at an interval of 50 feet. The detailed scope is defined below:

A. Inlet and outlet shafts / staging areas

1. Perform a topographic survey at the locations of the inlet and outlet shafts located on the west and east ends of the tunnel alignment as shown on Figure 2 and Figure 3. Areas to be surveyed are identified on Figures 2 and 3 and will include the location of permanent structures and the anticipated construction staging areas. Surveyor shall also generate cross section elevations plots from

top of bank to top of bank at 25 foot intervals within a 200 foot long reach of the NSC as defined in Figure 3.

2. All work will be performed in IL State Plane Coordinates, East Zone, NAD 83 and City of Chicago Vertical Datum. Reference monuments will be cited.
3. Determine elevations and horizontal coordinates for utilities and other permanent structures located in the areas designated for survey in Task 1.A.1 (other than the NSC). For each identified utility structure determine underground configuration and inverts for connecting pipes.
4. Define property boundaries and ownership for each site.
5. Deliverables shall include:
 - a. Digital copy (AutoCAD Version 2011) and one set of printed survey drawings (24"x26", 1"=20' scale) showing surface features, utility locations, and property boundaries for areas described under Task 1.A.1 above.
 - b. Digital copy (AutoCAD Version 2011) and one set of printed cross section plots (24"x26") for the section of the NSC described in Task 1.A.1 above.
 - c. All printed drawings must be sealed by an Illinois Registered Land Surveyor.

B. Tunnel Alignment

1. Prepare 1"=50' base sheets in AutoCAD Version 2011 along Foster Avenue for the full length of the proposed tunnel (nominally 6,000 ft.).
2. Prepare tunnel base sheets from existing aerial photographic data. Base sheets will show existing buildings, surface features visible on the photography, and approximate right-of-way boundaries.
3. Survey elevations along the Foster Avenue centerline at intervals of no more than 50 feet to verify elevations obtained from other sources which may include record drawings provided by the City and the District.
4. Define property boundaries and ownership for portions of the tunnel alignment that extend outside the right-of-way of Foster Avenue. This will be limited to short sections at the ends required to accommodate the tunnel geometry.

5. Deliverables shall include:
 - a. Digital copy (AutoCAD Version 2011) and one set of printed drawings (24"x 36", 1"=20' scale, plan and profile format) for base sheets along the proposed tunnel alignment. The ground profile along the alignment of the proposed tunnel should also be plotted on the profile section of the base sheet.
 - b. All printed drawings must be sealed by an Illinois Registered Land Surveyor.

TASK 2 – Easements Definition / Property Assessments.

MWH will prepare plat/legal descriptions for the two permanent easements and the two temporary construction easements located on the sites of the inlet and outlet shafts / structures. The permanent easements will include easements for the permanent structures including access and parking. The temporary easements will include areas provided for temporary offices and material storage on these sites during construction.

MWH will also prepare plat/legal descriptions of the required permanent easements for the two short sections of the tunnel alignment outside the Foster Avenue right-of-way. These sections include: 1) the property on the west side of the NSC potentially belonging to the North Park University and 2) the property at the west end of the tunnel alignment potentially belonging to the Bohemian National Cemetery.

MWH will perform right-of-way consulting services including property value appraisal and appraisal review for the permanent easements defined above.

TASK 3 – Hydraulic Design

MWH has completed initial evaluations of the hydraulic performance of the proposed tunnel under previous agreements using the North Branch Chicago River Detailed Watershed Plan model. Under this Agreement, MWH will perform and document the hydraulic analyses of the NBCR and the NSC under existing conditions and with the project in place (for the design flow condition) to support review and permitting of the project by stakeholders and regulatory entities. The intent of this analysis is to document the effectiveness of the project, the size and location of project components, and conditions in downstream reaches of the NBCR and the NSC with and without the proposed project. Specifically, the analyses will determine:

- the effect of the project on model-predicted flood elevations upstream and downstream of the project site on the NBCR and the NSC,
- the effect of the project on model-predicted flood elevations in the vicinity of the Corps of Engineers ecosystem restoration project at Horner Park,

- the effect of the project on model-predictions of the frequency and volume of reversals from the Chicago River to Lake Michigan through the locks at Wilmette and Chicago Harbor, and
- the potential impact of the project on water quality conditions in the NBCR and NCS.

MWH will also perform a hydraulic analysis of the inlet and outlet structures as a basis for final design. The detailed scope for services related to Task 3 is defined below:

1. MWH will arrange and lead a meeting with representatives from CDOT, MWRD, IDNR, IEPA, and the U.S. Army Corps of Engineers to review the proposed project concept, confirm the scope of hydraulic analyses that need to be performed in support of permitting efforts, and agree on the appropriate models to be used for the analysis. MWH will document results of the meeting in brief meeting notes and distribute them to all participants.
2. MWH has the existing North Branch Chicago River Detailed Watershed Plan Model. MWH will coordinate with the agencies indicated below to obtain the following additional models and supporting documentation:

- a. Chicago Trunk Sewer Model (most updated version) – Chicago Department of Water Management
- b. Chicago Area Waterway System Model – U.S. Army Corps of Engineers

It is assumed that this information can be obtained within 2 weeks of the notice to proceed. MWH will notify CDOT if this information cannot be obtained in a timely manner.

3. MWH will use the models to define existing baseline conditions along the North Branch of the Chicago River and the North Shore Channel for the 10-year and 100-year design events as follows:
 - a. Flows in the North Branch Chicago River upstream of Beckwith Road (NBCR DWP Model).
 - b. Estimated combined sewer overflows to the North Branch Chicago River from sewers in Niles and Morton Grove with TARP full and TARP infinitely available (Estimated).
 - c. Estimated combined sewer overflows to the North Branch Chicago River from sewers within the City of Chicago with TARP full and TARP infinitely available (Chicago Trunk Sewer Model).

- d. Flows in the North Branch Chicago River between Beckwith Road and confluence with the North Shore Channel (NBCR DWP Model adjusted for CSO contributions).
 - e. Flows and Levels in the North Shore Channel/North Branch Chicago River downstream of the North Branch Dam (CAWS Model).
- 4. MWH will develop water surface elevation profiles for 10-year and 100-year flood events along the North Branch Chicago River and the North Shore Channel for proposed scenarios including:
 - a. No Albany Park Stormwater Diversion Tunnel – TARP Infinitely Available.
 - b. Albany Park Stormwater Diversion Tunnel in service – TARP Full.
 - c. Albany Park Stormwater Diversion Tunnel in service – TARP Infinitely Available.
- 5. Based on the hydraulic analyses, MWH will consider the potential impact of the proposed project on water quality conditions in the NSC and NBCR. No detailed water quality modeling will be performed. Rather, MWH will consider the potential impact of temporary storage on dissolved oxygen levels in the floodwater to be pumped from the tunnel and evaluate cascade aeration as a means for increasing dissolved oxygen levels in the discharge.
- 6. MWH will prepare a technical report documenting the effects of the project on upstream and downstream model-predicted flood levels and operation of the locks at Wilmette and Chicago Harbor for the release of floodwaters into Lake Michigan. A separate technical report will be prepared to document the hydraulic basis of design for the proposed project. The technical reports will be used as attachments to permit applications that require documentation of hydraulic conditions with and without the project. MWH will prepare and submit five (5) printed copies and one digital copy (pdf format) of each of the draft reports to CDOT for review. Upon receipt of CDOT comments, MWH will prepare and submit twenty (20) printed copies of the reports to CDOT along with one digital copy (pdf format) for its use and distribution with relevant permit applications.
- 7. MWH will participate in up to three (3) half-day or shorter meetings with potential permitting agencies to review the results of the hydraulic analysis and address questions. It is assumed that all meetings will be held in downtown Chicago. MWH will prepare minutes for each of the meetings and distribute them to all participants.

8. MWH will recommend the tunnel diameter based on the existing condition hydraulic analysis to eliminate flood damages within Albany Park for the 100-yr event defined in the MWRD Detailed Watershed Plan and develop initial configurations of the shafts and inlet / outlet structures.
9. MWH will verify the discharge capacities of the inlet and outlet structures using computational fluid dynamics (CFD) modeling. Topographic information will come from the surveying done in Task 1.
10. MWH will prepare a technical memorandum to present the findings of the hydraulic analysis. Dimensional sketches of the inlet and outlet structure configurations and shafts will be prepared for review and comment. CDOT and MWRD comments will be incorporated and a final TM will be prepared.

TASK 4 – Geotechnical Investigation and Analysis

The geotechnical investigation completed in the summer of 2013 (Phase I) in support of the evaluation of rock tunnel vs. overburden tunnel selection must be supplemented to provide sufficient information to design and bid the selected rock tunnel design. A total of four borings were taken along the tunnel alignment including one each at the end points. Up to six additional borings are required along the tunnel route to be able to define the soil / rock characteristics adequately to prepare the detailed design / Geotechnical Baseline Report and to provide sufficient information to allow informed competitive bidding without excessive contingencies due to unknown conditions.

1. **Preparation of GDR of Previous Subsurface Data.** MWH will compile old boreholes, boreholes from Phase I and available site geology in the Geotechnical Data Report (GDR) for Phase I.
2. **Preparation of Phase II Investigation Program.** MWH will prepare a detailed subsurface geotechnical and environmental investigation program for drilling and testing to finalize the characterization of subsurface conditions along the route of the proposed Albany Park Stormwater Tunnel in rock. Conditions to be characterized include thickness and consistency of the overburden soil layers, soil and rock properties, aquifers and groundwater condition, groundwater fluctuations and yields, potential ground and groundwater contamination, evaluate the top of rock, potential presence of cobbles and boulders, presence of water bearing zones. It is expected that the Phase II program will include the following overall activities:
 - a. Locate the boreholes and secure permits from the City and other agencies for borehole drilling.

- b. Drill a total of up to 4 vertical boreholes and two angle boreholes (30 degrees with vertical) through the overburden and into the rock to a depth of approximately 180 feet below ground surface (bgs) along the 5,700-foot tunnel alignment to fill the gaps between previously drilled boreholes. It is assumed that one angle hole will be at location of each of the proposed shafts (starting shaft, ending shaft), with other boreholes being distributed to include two west of St. Louis and two east of St. Louis.
- c. Drilling includes up to 420 feet in overburden with sampling at 5' intervals and coring 600 feet in rock taking H-size corings.
- d. Install three piezometers in rock.
- e. Perform a series of geotechnical field testing including standard penetration testing on soil at 5-ft intervals (ASTM D1586 & 1587), permeability testing on pervious soils, rock coring with Rock Quality Designation (RQD), rock water pressure testing, and mini pump testing.
- f. Perform environmental and gas screening of the holes for volatiles, semivolatiles and gases.
- g. Collect soil and groundwater samples and test for disposal characteristics parameters to landfills at location of shafts.
- h. Collect soil and water samples for analysis of chlorides, sulfates, pH, resistivity, total dissolved solids in water only.
- i. Collect soil and rock samples to perform geotechnical laboratory testing including: moisture content (ASTM D-2216), gradation (ASTM D-422), Atterberg Limits (ASTM D-4318), unconfined compressive strength on soil samples (ASTM D-2116), unconfined strength on rock (ASTM D 2938), Splitting Tensile Strength of Rock (ASTM D-3697), point load test on rock samples (ASTM D5731), hardness and cerchar abrasivity of the rock.
- j. Convert holes to standpipe piezometer in overburden material or open hole piezometer in rock and perform mini pump tests in the holes for yield.
- k. Provide a Geotechnical Data Report (GDR) including borehole logs, results of field and laboratory testing, survey location of boreholes, and analytical test results in a tabular form. Subsurface information (GDR-Phase I) from prior boreholes and boreholes drilled in Phase I will be attached to the GDR as an appendix.

MWH will document the proposed program in a technical memorandum for review by CDOT. No external approvals are anticipated to be required for the performance of the proposed program. Should MWH determine that any type of external permit or authorization is required, MWH will notify CDOT so that provisions for securing the required approval can be developed and appropriate budget allocated for any additional effort.

3. **Conduct Field Investigations.** MWH will coordinate and monitor the activities of the drilling contractor selected to complete the borings. MWH staff will establish the approximate location for the supplemental boreholes, confirm that the drilling subcontractor has requested and obtained utility locates in the vicinity of the borings, observe and monitor the drilling program and field testing and sampling, and prepare list of samples for laboratory testing. All drilling and testing will be performed by a subcontractor to MWH. The subcontractor will be responsible for documenting conditions in the vicinity of the borings prior to the start of drilling, and for restoring the area back to the pre-investigation conditions following completion of the field activities.
4. **Conduct a Geophysical Investigation.** MWH will develop a program to utilize a firm to perform a seismic reflection geophysical (seismic refraction) study and testing to map the top of rock.
5. **Preparation of GIR.** After receiving the GDR, MWH will prepare a Geotechnical Investigation Report (GIR) consistent with the ASCE Guideline for GBR/GIR that includes the following:
 - a. Results of subsurface geotechnical and environmental investigations (previous, Phase I and Phase II results)
 - b. Analysis of data analysis
 - c. Subsurface geotechnical profile along the tunnel and available utilities
 - d. Subsurface geotechnical profile at location of shafts
 - e. Shaft and tunnel initial and final support discussion and recommendation
 - f. Vibration and noise study by vibration and blasting
 - g. Hydrogeological and aquifer study and groundwater inflow to shaft and tunnel analysis
 - h. Interaction between tunnel and shaft lining system, lowering groundwater aquifer and potential settlements

- i. Considerations regarding the proposed design/construction philosophy and approach
- j. Mucking and disposal discussion
- k. Finite element analysis of shafts and tunnel
- l. Excavation Method for shaft and tunnel and discussion about TBM
- m. Risks
- n. Discussion and establish baseline parameters
- o. Geotechnical design parameters
- p. Prepare rock surface map/contours and discontinuities of rock formation
- q. Structural design parameters

MWH will plan and conduct a one-day workshop with CDOT staff and key members of the MWH technical review team to present the project, interpretation, and design philosophy. MWH will collect comments and discussion notes and revise the GIR accordingly

Three (3) copies of the draft GIR will be submitted to CDOT for their information and comment. It is assumed that CDOT will complete review of the draft GIR-BODR within two weeks.

- 6. **Preparation of GBR.** MWH will prepare a geotechnical baseline report in line with the ASCE Guidelines for GBR, to establish the baseline subsurface conditions and risk allocation to be included in the construction package.
- 7. **Conduct Finite Element Analysis:**
 - a. Tunnel Analysis – Perform a total of three (3) 2D Model for tunnel Section using ABAQUAS or Plaxis FE model using elastoplastic model for rock and concrete:
 - 1. Develop soil rock profile and parameters
 - 2. Set up the model
 - 3. Perform the model run/analysis for Initial Support of rock (reinforcement and shotcrete)
 - 4. Perform the model run/analysis for Final Support (Concrete) or one composite run for staged excavation and support (full model, excavation, Initial Support, Concrete Liner)

- b. Launching Shaft – 3D – Setup Model, Excavation, Initial Support, Concrete Liner.
- c. Receiving Shaft - 3D – Set Model, Excavation , Initial Support, Concrete Liner.

TASK 5 - Structural Design

MWH will perform the detailed structural design for project structural components: Inlet and outlet shafts, inlet structure and weir, outlet structure / energy dissipation, and the finished concrete lining of the tunnel. The structural design will be based upon the following:

- 1. The inlet and outlet shafts located on Chicago Park District property will be cylindrical with a nominal inside diameter of 20 feet.
- 2. A sump will be designed at the invert of the outlet shaft for the submersible dewatering pump. The sump will be designed below the invert of the tunnel and the tunnel will be able to be completely dewatered.
- 3. Both the inlet and outlet shafts will be vented and will have hatch access to lower equipment to the bottom of the shaft for cleaning and other maintenance.
- 4. The inlet weir and outlet structure will each include a trashrack and stop log grooves.
- 5. The floor of the inlet structure will be constructed of high strength concrete to resist erosion.
- 6. The connection from the outlet shaft to the outlet structure will be buried to allow reinstatement of the bicycle path following construction.

TASK 6 – Dewatering Pump Design

MWH will design a pumping system to dewater the tunnel and shafts following a flow diversion through the tunnel when the flow through the diversion tunnel has ceased. Two variable speed submersible pumps will be located in the outlet shaft at the NSC and will be designed to completely dewater the tunnel and shafts by discharging water to the NSC. The dewatering pumps will have a firm capacity of 5 cfs and will operate remotely. It is anticipated that dewatering will be only a periodic occurrence following events of sufficient volume to cause a diversion. Design will include the design of a predesigned building to house the electrical gear including the VFD.

The submersible pumps will be housed in sump located at the bottom of the outlet shaft to allow the water in the inlet and outlet shafts and tunnel to be pumped out. MWH will size and layout sump, discharge piping and electrical and instrumentation to allow for efficient operation. The design will conform to the standards of the Hydraulic Institute. The submersible pumps will be removable through hatches or removable grating from the surface.

MWH will coordinate with Commonwealth Edison to bring power to the site. It is expected that the dewatering pumps will be started remotely with level control shut off. MWH will coordinate with the CDOT SCADA department; however system integration is not included in this effort.

TASK 7 – Site Design and Site Restoration

MWH will develop site plans for inlet shaft and related structures and for the outlet shaft and related structures. Restoration plans will include final grading, seeding or sodding and replacement of trees and shrubs.

It is anticipated that these plans will include:

1. Design of access driveways and parking areas on the sites of the inlet and outlet shafts and structures.
2. Bicycle path restoration on the east bank of the NSC. This effort will include development of a plan to relocate the bicycle path during construction of the outlet shaft and related structures and a plan to reinstate the bicycle path following construction.
3. Restoration of outlet structure site. This will include final restoration plans for the outlet structure site, the adjacent side slope of the NSC and Chicago Park District property disturbed during construction. The later will include reinstatement of the City Park south of Foster Avenue which is expected to be used as a construction yard.
4. Restoration of inlet structure site. This will include final restoration plans for the inlet structure site, the adjacent side slope of the NBCR and Chicago Park District property disturbed during construction. The later will include reinstatement of areas to be used as a construction yard.

It is understood that CDOT will work directly with the Chicago Park District to determine its requirements regarding restoration of the two sites. MWH will provide technical support to CDOT during negotiations. MWH has included 40 hours of support in its budget for this effort.

It is also assumed that the Park District will provide the concept and details for any required park restoration.

TASK 8 – Prepare Contract Drawings

MWH will prepare contract drawings for the Albany Park Stormwater Project for 60%, 98% and 100% (RTA) submittals. Drawing preparation will include 90 drawings, which are allocated by discipline as follows:

1.	General Drawings:	5 drawings
2.	Civil Drawings	12 drawings
3.	Geotechnical Drawings	14 drawings
4.	Structural Drawings	40 drawings
5.	Electrical Drawings	9 drawings
6.	Instrumentation & control drawings	5 drawings
7.	Mechanical Drawings	5 drawings

Three submittals will be prepared for CDOT and MWRD review. Following review, MWH will incorporate the consolidated comments into the drawing set for subsequent submittals. To meet the aggressive schedule a total of 2 weeks is allocated to CDOT and MWRD for each review. Following each review, MWH will meet with CDOT to go over comments prior to incorporating them in the revised set.

Task 9 – Prepare Contract Specifications

MWH will prepare technical specifications for the Albany Park Stormwater Project for 60%, 98% and 100% (RTA) submittals. It is understood that CDOT will prepare the Bidding Forms, the Agreement and the General Conditions for the bid set.

Three submittals will be prepared for CDOT and MWRD review. Following review, MWH will incorporate the consolidated comments into the drawing set for subsequent submittals. To meet the aggressive schedule a total of 2 weeks is allocated for review. Following each review, MWH will meet with CDOT to go over comments prior to incorporating them in the revised set.

Task 10 – Permitting Assistance

Based upon the results of the regulatory agency contacts and meetings that took place in September, MWH will prepare draft permit applications for the City. The City will review the draft permit applications and submit the final applications to the appropriate regulatory agencies. The City will be responsible for paying permit fees.

The following permits and consultations are assumed to be required for the proposed project:

1. MWH will prepare an Individual Permit application for the Joint Permit process (USACE, IDNR, IEPA). The USACE Chicago District is the lead agency for the Joint Permit application process. This permit is anticipated to be triggered by fill within waters of the United States (Section 404 of the Clean Water Act - CWA) and impacts to navigable water bodies (Section 10 of the Rivers and Harbors Act). Joint permit applications generally need to be accompanied by project drawings that are at least at the 50% design stage – MWH will submit the 60% set. Areas of disturbance and construction methodology need to be clearly described before the draft permit application can be prepared and submitted.
2. The Individual Permit will require separate coordination with the IEPA for the CWA Section 401 water quality certification. This scope of work assumes that no detailed water quality modeling will be required by the IEPA. Rather, it is anticipated that any concerns regarding water quality can be met through the inclusion of a cascade aeration feature on the discharge of the dewatering pump system.
3. An alternatives analysis will be prepared in accordance with CWA 404(b) (1).
4. MWH will attend one pre-application meeting for the Joint Permit Application process.
5. Standard coordination with the United States Fish and Wildlife Services (regarding federally threatened and endangered species), Illinois EcoCAT Database (regarding state-listed sensitive species), State Historic Preservation Office, and SWCS (regarding sedimentation and erosion control plans) will be performed.
6. MWH will coordinate with the United States Coast Guard concerning navigation in the NSC.
7. A City of Chicago harbor permit application will be prepared.

8. If mitigation is required for the project for impacts to streams and/or wetlands, MWH assumes that the City will purchase credits from a mitigation bank or through an appropriate in-lieu fee program. If a permittee-responsible mitigation plan is required, MWH can provide the scope and cost for this additional work at a future date.

Deliverables

1. MWH will provide the City with draft permit applications for the following items:
 - a. Joint Permit Application (including the wetland delineation report, floristic quality assessment, wildlife habitat assessment, and 404(b)(1) Alternative Analysis)
 - b. IEPA 401 WQC
 - c. City of Chicago Harbor Permit application
 - d. USCG (navigability of NSC during construction and project operation)
2. MWH will incorporate one round of comments from the City on each deliverable.

Assumptions

1. Scope includes one round of City review of the draft deliverables.
2. The scoped effort does not include the preparation of a mitigation plan.
3. The City will pay permit fees.
4. No additional field studies will be required. The stream and streambank at the two construction sites will be characterized based upon the results of the wetland delineation report. Additional information about the NBCR and NSC will be requested from MWRD or other public sources (e.g., water quality, stream quality, invertebrates, and fish).
5. The contractor will prepare the Notice of Intent and Stormwater Pollution Prevention Plan (SWPPP) for this project, in accordance with stormwater general construction permit requirements.
6. The public review period will generate a modest number of comments that require no more than 40 hours of effort for responses.

Task 11 – Constructability Review and Preparation of Class 2 OPCC.

MWH will perform a constructability review of the 60% design submittal package and will update the Class 3 OPCC (opinion of probable construction cost) prepared for the rock tunnel in June 2013. MWH will also prepare an operating and maintenance plan and estimated operating cost based on the 60% design submittal. At the 98% design, MWH will prepare a Class 2 OPCC for the Albany Park Stormwater Diversion Tunnel.

Any opinions of probable construction costs (OPCC) prepared by MWH, including evaluations of the Client's project budget, and/or funding, represent MWH's best judgment as a design professional familiar with the Construction industry. Unless and to the extent otherwise indicated by MWH, such opinions or evaluations are based on upon current market rates for labor, materials and equipment. The Client acknowledges that MWH has no control over the costs of said labor, materials, or equipment, construction contractor's methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. Client further acknowledges that the OPCC is a "snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly MWH does not warrant or represent that construction bids or negotiated prices will not vary from the Client's project budget or MWH's good faith OPCC.

The detailed scope is defined below:

1. Based on the 60% design package, MWH will perform a constructability review of the proposed design and document comments, concerns, suggestions for improving the design, reducing cost/risk, etc. in a technical memorandum for review with CDOT.
2. Based on the 60% design package, MWH will develop an operating and maintenance plan for the proposed Albany Park Stormwater Diversion Tunnel. The plan will identify proposed operating guidelines for the system as well as maintenance activities that will be required. Descriptions of the required maintenance activities will include an indication of the anticipated frequency for each activity as well as special provisions required for the activity.
3. Based on the 60% design package, MWH will conduct a review of the Class 3 OPCC prepared for the 18-ft diameter rock tunnel in June 2013 and identify any features of the design that would materially impact that OPCC (additions to the scope, changed information regarding subsurface conditions, etc.). MWH will update the Class 3 OPCC to reflect these items. MWH will not update the overall OPCC based on changes in unit prices or other time-related items and the updated OPCC will remain a June 2013 OPCC. The purpose of this effort is to identify potential cost impacts associated with any significant changes.

4. MWH will also develop an estimate of annual costs associated with operation and maintenance of the stormwater diversion tunnel. Annualized costs will be estimated based on consideration of likely operating and maintenance costs over a 20 year period.
5. Based on the 98% design package, MWH will prepare a Class 2 OPCC and construction schedule to be presented to the client as the Engineer's OPCC for comparison with bids. MWH will also review and update the estimate of annual costs for operation and maintenance of the tunnel system based on the 98% design.

Task 12 – Bidding Assistance

MWH will assist CDOT in obtaining construction bids for the Albany Park Stormwater Project. This effort shall include the following:

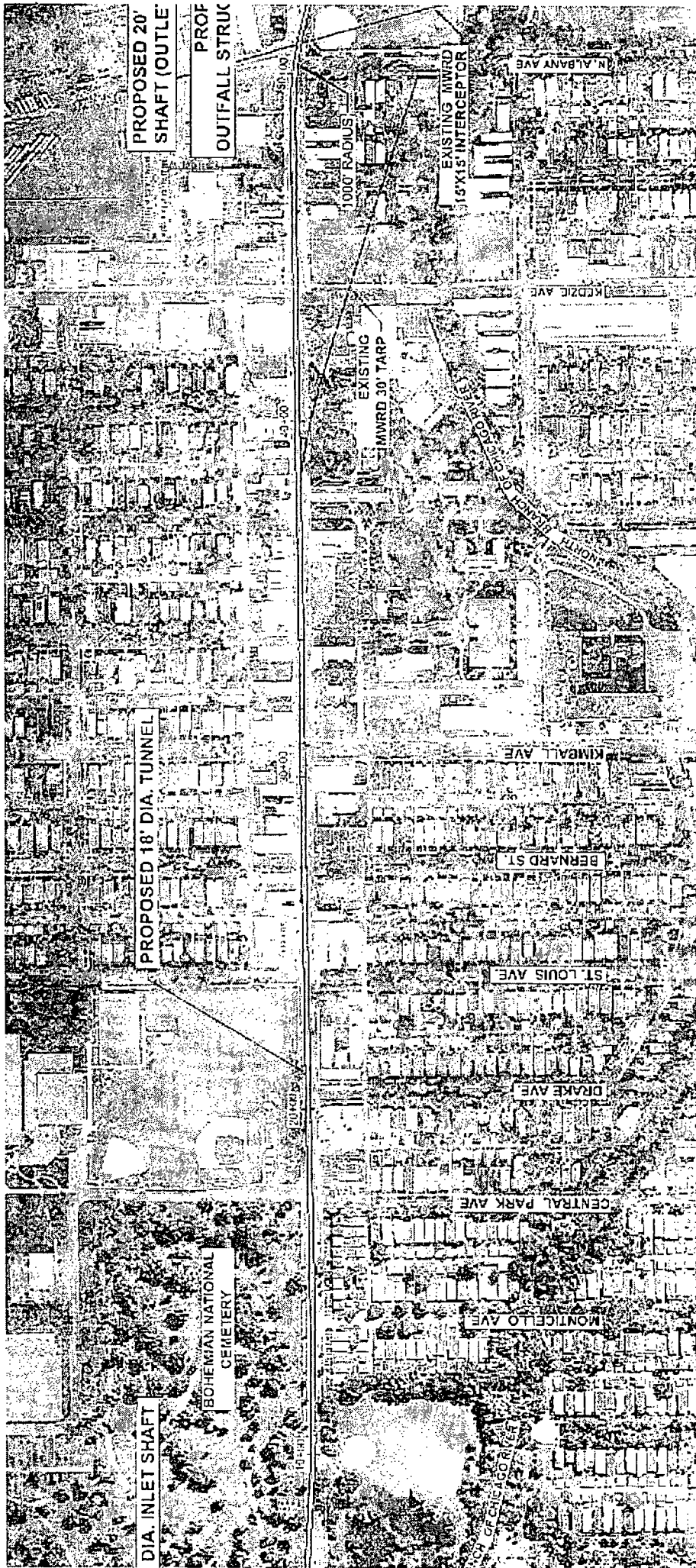
1. MWH will attend the prebid meeting and assist CDOT with preparation of the prebid meeting minutes.
2. MWH will prepare responses to questions by prospective bidders on technical issues and provide to CDOT for distribution.
3. MWH will support CDOT to prepare technical addenda during the bidding period. Budget is allocated for up to four addenda will be required.
4. MWH will review and tabulate the bids and provide a recommendation for award.

Task 13 – Public Meetings

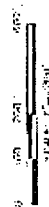
During the design effort, MWH will participate in up to four (4) public meetings related to the Albany Park Stormwater Diversion Tunnel. It is assumed that meetings will be up to 3 hours long and will be held at public facilities in the Albany Park neighborhood. Arrangements for meeting sites, audio-visual equipment, security, etc. will be made by CDOT. For each meeting, MWH will work with CDOT to develop a public notice for the meeting, prepare presentation materials (Powerpoint and up to six 30"x42" display boards), lead a technical presentation during the meeting, participate in responding to questions during the meetings, and document key discussions in a meeting summary document. MWH assumes that CDOT and City of Chicago personnel will issue the meeting notices and also participate in the meetings.

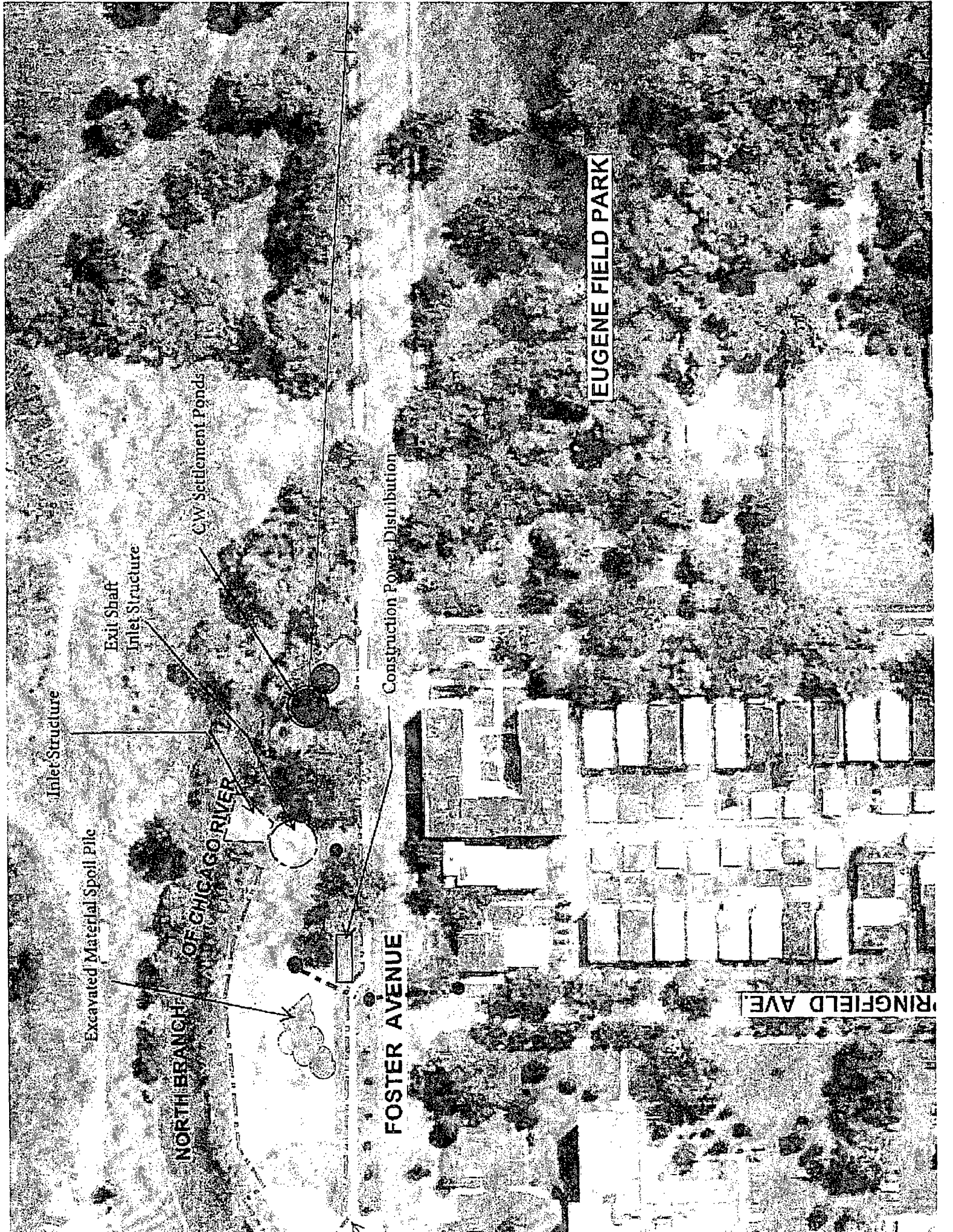
Scope Exclusions

1. The scope does not include any design activities relating to the design of a tunnel in overburden.
2. The design is based upon an 18-ft finished diameter rock tunnel and does not include evaluation of hydraulic designs for alternative levels of protection.
3. MWH will not provide front end documents for the bid package. CDOT will prepare and provide front end documents for the bid package including the Agreement and General Conditions.
4. Scope does not include engineering services during construction; however, the design scope for the tunnel is based upon having a geotechnical engineer in the field during tunnel construction.
5. No Phase I or Phase II environmental work shall be performed under this contract.



PLAN





Inlet Structure

Excavated Material Spoil Pile

Exit Shaft

Inlet Structure

NORTH BRANCH
OF CHICAGO RIVER

CW Settlement Ponds

FOSTER AVENUE

Construction Power Distribution

EUGENE FIELD PARK

RINGFIELD AVE

FOSTER AVENUE

Gate

Excavated
Material Spoil
Pile

Starter Shaft
Outlet Structure

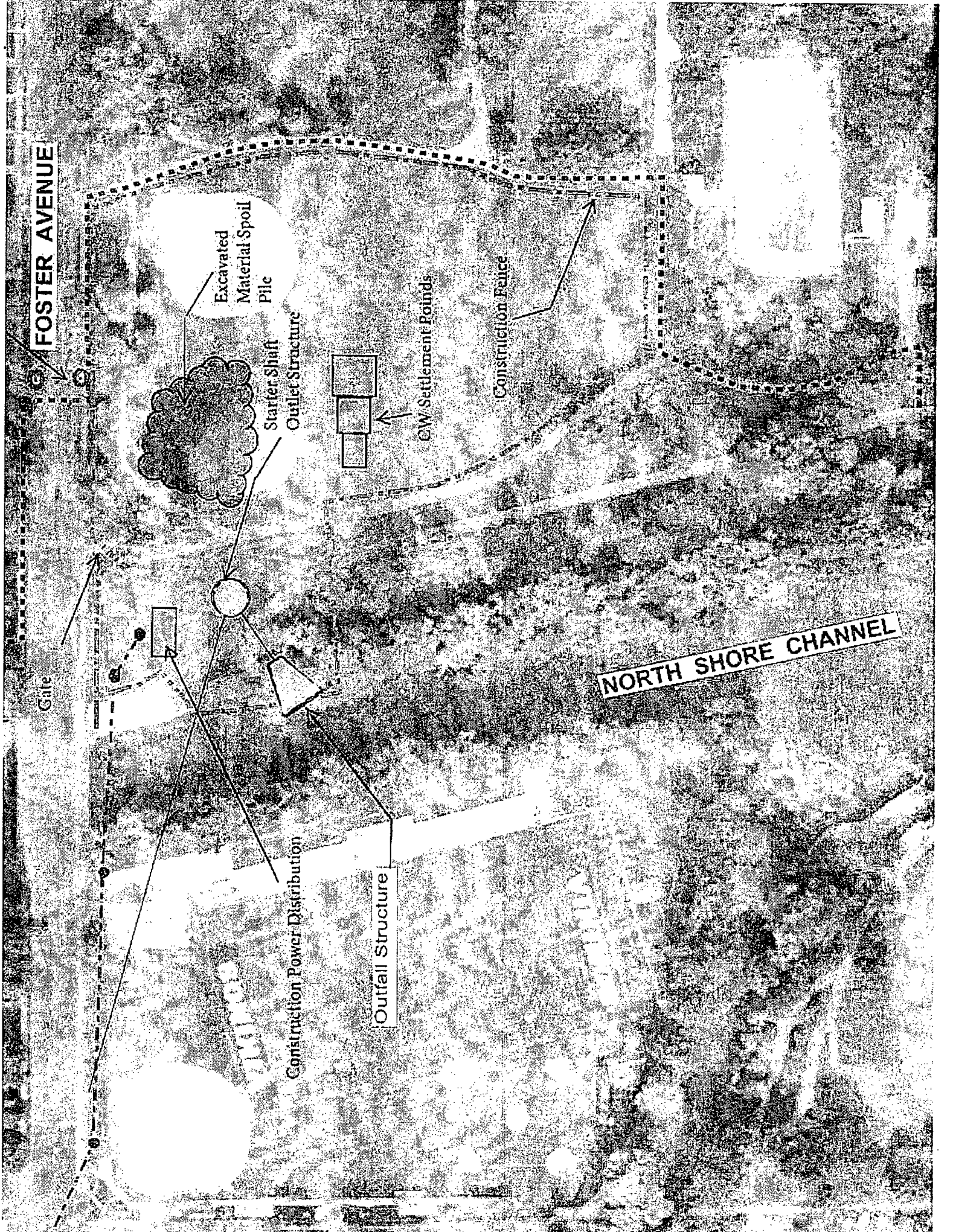
CW Settlement Ponds

Construction Fence

NORTH SHORE CHANNEL

Construction Power Distribution

Outfall Structure





City of Chicago



O2013-7627

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Tax Increment Financing (TIF) assistance for Lindblom Math and Science Academy
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Public Building Commission, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement for TIF assistance for Lindblom Math and Science Academy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of local government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives; and

WHEREAS, on March 18, 1956, the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission"), an Illinois municipal corporation, pursuant to the Public Building Commission Act of the State of Illinois (the "Act") for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services; and

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

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

WHEREAS, at the request of the City, acting through the Department of Housing and Economic Development ("DHED"), the Commission by resolution number 7964 adopted on September 10, 2013 (the "Site Designation Resolution"), selected, located and designated

several properties from 6100 through 6158 South Winchester Avenue (the "Site") for acquisition and construction (including the development of the scope, schedule, budget and conceptual design drawings) of a parking facility and ancillary improvements to serve the Board's Lindblom Math and Science Academy (the "Project"); and

WHEREAS, pursuant to the Site Designation Resolution the Commission has agreed to initiate the formulation phase for planning and pre-development services for the Project; and

WHEREAS, it is contemplated by the City and the Commission that the Commission will provide development services, including the design and construction of the Project, pursuant to a written undertaking request, which will be signed on behalf of the City by the Commissioner of DHED and the Budget Director and approved by the Board of the Commission (the "PBC Board"); and

WHEREAS, pursuant to Section 14 of the Act, the Site Designation Resolution must be approved by the City Council as the site to be acquired for the construction of the Project; and

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

WHEREAS, to induce certain redevelopment pursuant to the TIF Act, in accordance with the provisions of the TIF Act, pursuant to ordinances adopted on March 29, 2006, the City Council: (1) approved and adopted a redevelopment plan for the 63rd/Ashland Redevelopment Project Area ("Redevelopment Plan"); (2) designated the 63rd/Ashland Redevelopment Project Area (the "Redevelopment Area") as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopted tax increment allocation financing for the 63rd/Ashland Redevelopment Project Area (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"); and

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

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

WHEREAS, the City wishes to make available to the Commission a portion of the Increment from the Redevelopment Area in an amount not to exceed \$500,000 for the purpose of providing a portion of the funds required for the acquisition of the Site and the construction of the Project in the Redevelopment Area; and

WHEREAS, the Redevelopment Plan contemplates that tax increment financing assistance would be provided for the acquisition of real property for, and the construction thereon of public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, the City, acting primarily through DHED but also through the Office of Budget and Management, intends to participate actively with the Commission in the planning and implementation of the Project including, without limitation, review and approval of design elements and materials and review of the Project budget and schedule; and

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

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

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

Section 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 5. This ordinance shall take effect upon its passage and approval.

EXHIBIT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE PUBLIC BUILDING COMMISSION OF CHICAGO (LINDBLOM MATH AND SCIENCE ACADEMY PARKING LOT PROJECT)

This Intergovernmental Agreement (the "Agreement"), dated as of _____, 2013 is made by and between the City of Chicago, an Illinois municipal corporation, having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and the Public Building Commission of Chicago, an Illinois municipal corporation, having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the "Commission").

RECITALS

A. The City is a home rule unit of local government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives.

B. On March 18, 1956, the City Council of the City (the "City Council") created the Commission pursuant to the Public Building Commission Act of the State of Illinois (the "Act") for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services.

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

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

E. At the request of the City, acting through the Department of Housing and Economic Development ("DHED"), the Commission by resolution number 7964 adopted on September 10, 2013 (the "Site Designation Resolution"), selected, located and designated several properties from 6100 through 6158 South Winchester Avenue (the "Site") for acquisition and construction (including the development of the scope, schedule, budget and conceptual design drawings) of a parking facility and ancillary improvements to serve the Board's Lindblom Math and Science Academy (the "Project")

F. Pursuant to the Site Designation Resolution the Commission has agreed to initiate the formulation phase for planning and pre-development services for the Project.

G. It is contemplated by the City and the Commission that the Commission will provide development services, including the design and construction of the Project, pursuant to a written undertaking request, which will be signed on behalf of the City by the Commissioner of DHED and the Budget Director and approved by the Board of the Commission (the "PBC Board").

H. Pursuant to Section 14 of the Act, the site designation resolution was approved by the City Council on _____, 2013 at pages [tbd] through [tbd] of the Journal of Proceedings as the site to be acquired for the construction of the Project.

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

J. To induce certain redevelopment pursuant to the TIF Act, in accordance with the provisions of the TIF Act, pursuant to ordinances adopted on March 29, 2006, the City Council: (1) approved and adopted a redevelopment plan for the 63rd/Ashland Redevelopment Project Area ("Redevelopment Plan"); (2) designated the 63rd/Ashland Redevelopment Project Area as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopted tax increment allocation financing for the 63rd/Ashland Redevelopment Project Area (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances").

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

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

M. The City wishes to make available to the Commission a portion of the Increment from the Redevelopment Area in an amount not to exceed \$500,000 for the purpose of providing a portion of the funds required for the acquisition of the Site and the construction of the Project in the Redevelopment Area to the extent and in the manner provided in this Agreement.

N. The Redevelopment Plan contemplates that tax increment financing assistance would be provided for the acquisition of real property for, and the construction thereon of public improvements, such as the Project, within the boundaries of the Redevelopment Area.

O. [intentionally omitted]

P. The City, acting primarily through DHED but also through the Office of Budget and Management, intends to participate actively with the Commission in the planning and implementation of the Project including, without limitation, the development of the Building

Program (as hereinafter defined), review and approval of design elements, materials and building systems, assistance with the preparation of the Budget and the Schedule (as hereinafter defined), and acceptance of the Project at Substantial Completion and Final Completion (as hereinafter defined).

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

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

DEFINITIONS

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

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

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

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

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

Budget: The budget for the planning, design, acquisition and construction of the Project as set forth on Exhibit B attached hereto. For purposes of this Agreement, the term "Budget"

includes, as the case may be and as agreed to by the Budget Director, the Authorized DHED Representative and the Commission, as a result of the review process more fully described in Section 2.2 hereof:

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

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

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

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

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

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

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

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

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

City Council: The City Council of the City.

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

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

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

Contractor: An individual or firm that contracts with the Commission to perform services and/or provide Work in connection with the Project in accordance with the Standard of Performance as provided in this Agreement. For purposes of this Agreement, the term "Contractor" may include a general or specialty contractor, subcontractor, design entity,

construction manager, environmental consultant or other consultants engaged by the Commission to implement the Project.

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

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

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

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

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

IEPA: The Illinois Environmental Protection Agency.

Municipal Code: The Municipal Code of Chicago.

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

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

Project: As defined in the Recitals and Section II.

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

Punch List or Punch List Work: Minor adjustments or repairs in the Work as determined by the Architect of Record that must be completed prior to Final Completion and Acceptance of the Work and the issuance of the Certificate of Final Completion. The Authorized Commission Representative and the

Authorized DHED Representative shall have the right of consult with the Architect of Record concerning the preparation and completion of the Punch List.

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

Site: The real estate parcel or area upon which the Project will be constructed as described on Exhibit A hereof.

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

Standard of Performance. In addition to performing the Work in full compliance with the Contract Documents, the Contractor must perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with the degree of skill, care and diligence normally exercised by qualified and experienced contractors in performing work in a project of a scope and magnitude comparable to the Work.

Substantial Completion: The date on which the Architect of Record has issued a Certificate of Substantial Completion certifying that the Project has been essentially completed

in accordance with the Contract Documents except for Punch List Work that will not preclude the beneficial use and occupancy of the Project for the purpose intended. The date of Substantial Completion shall be the later of: (1) the date indicated in the Certificate of Substantial Completion used by the Architect of Record; or (2) the effective date of Certificate of Occupancy issued by the authority that has jurisdiction, ; provided, however, if the City rejects the Project as not being substantially complete in accordance with Section 10.4, the date of Substantial Completion will be the date upon which the Commission remedies any outstanding issues to the satisfaction of the City.

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

SECTION I INCORPORATION OF RECITALS AND DEFINITIONS

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

SECTION II SCOPE OF PROJECT

2.1. Project. The Commission hereby agrees to provide administrative, technical, professional and legal services as required in order to acquire title in and to the Site as necessary to construct the Project, free and clear of encumbrances that would preclude the use and development of the Site for its intended purpose or the future conveyance thereof. Following acquisition of the Site or such portions thereof as may be necessary to construct the

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

2.2 Review of Project. The parties by their designated representatives will review the proposed design, scope of the Work, the preliminary Budget, land acquisition requirements, remediation of environmental conditions, site preparation work, zoning and any other factors that may affect the coordination or cost of the Project or the Schedule. Upon completion of such review procedures, the parties shall approve in writing the Building Program, the Conceptual Design, the Undertaking Budget and the Project Schedule in the form of the Undertaking Authorization for such Project. Following such approval, the Commission shall proceed with the design, bidding and construction of the Project in accordance with the terms of this Agreement. Subsequent to bidding, a Revised Budget shall be provided to the parties which shall reflect the Project cost after the competitive bidding process or as necessary to reflect any changes in scope after the Undertaking Budget; provided, however, as the Project is intended to be designed to not exceed the Project Budget, if the Revised Budget exceeds \$[500,000], the parties will work diligently to change the scope of work in order to not exceed the Project Budget.

SECTION III RESPONSIBILITIES OF THE PARTIES

3.1 The Commission. In discharging its obligations to acquire the Site and construct the Project on behalf of the City, the Commission will conduct land acquisition activities (the "Acquisition Activities") and perform project planning, design oversight, construction administration and other project management services as may be needed to complete the Project. Specific responsibilities of the Commission with respect to the implementation of the Building Program include, but are not limited to, the following (which are not necessarily presented in sequential order):

3.1.1 Conduct negotiations with the owners of or person interested in the Site regarding the purchase of the Site, and prepare purchase contracts in the event of the voluntary sale of the Site;

3.1.2 In the event that negotiations to acquire fee simple title to the Site are not successful, prepare, file and prosecute complaints for condemnation and other pleadings in order to acquire the Site by the exercise of the power of eminent domain;

3.1.3 Execute all transactions to acquire fee simple title to the Site, whether by deed or judgment order, with the prior consent of the Corporation Counsel;

3.1.4 Negotiate with any public or quasi-public agencies or authorities having ownership or other interests in and to the Site in order to acquire any easements or reversionary interests necessary in order to develop the Site for the intended purpose;

3.1.5 Participate in such interaction, consultation, meetings and other activities with community organizations, public agencies, elected officials and other interested parties as may be necessary for the efficient conduct of the Acquisition Activities and construction of the Project;

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

3.1.7 Determine the amount of relocation assistance to be paid to persons or businesses displaced as a result of the acquisition of the Site in a manner consistent with the relocation policies of the Commission or the City and process applications for payment of such assistance;

3.1.8 Prepare, or cause to be prepared, and file real estate exemption complaints and undertake such action as may be necessary and appropriate in order to obtain the tax-exempt status of the Site;

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

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

3.1.11 Engage the services of such architectural, engineering and other design and/or construction consultants as may be necessary for the completion of the Project;

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

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

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

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

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

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

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

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

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

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

3.1.22 Enforce the Standard of Performance in all Work.

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

3.1.24 Incorporate into each Contract the following representation and warranty:

"Neither the Contractor nor any affiliate of the Contractor is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other

list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term 'affiliate,' when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise."

3.2 The City. The Authorized DHED Representative and the Budget Director, in consultation with the Authorized Commission Representative, shall determine the nature and scope of the Project. The City shall pay all costs of implementing the Project as set forth in the Budget for the Project. In no event shall the Commission be obligated to pay, nor shall the Commission disburse any funds from the Project Account that exceeds the overall Budget for the Project without the written approval of the Budget Director. In consultation with the Authorized DHED Representative, the Commission may re-allocate funds among line items within the Budget which do not increase the overall Budget for the Project as more fully described in Section 9.4 hereof. Specific responsibilities of the City include, but are not limited to, the following:

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

3.2.2 Provide a preliminary Budget for the Project which shall include, without limitation, contingencies for bidding, changes during construction and other costs which

are the responsibility of the City and, in consultation with the Authorized Commission Representative, determine the final Budget for each Project;

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

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

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

3.2.6 Cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Site, and execute any applications for permit or the like as may be required in order to develop and construct the Project that will be constructed on property owned by the City;

3.2.7 Cooperate with the Commission in facilitating the transfer of title to the Site to the City in trust for the Board following Substantial Completion of the Project as more fully described in Section 4.2 and Section 10.5 hereof; and

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

SECTION IV SITE AVAILABILITY AND ACCESS

4.1 Selection and Approval of Site. The Authorized DHED Representative and the Authorized Commission Representative have reviewed the proposed location of the Project and any constraints or other factors that may affect the availability, accessibility, cost or Schedule, including but not limited to the need for the reservation or dedication of a portion of the Site to the City for other public improvements as determined by the City. The Commission has adopted a site designation resolution approving such Site, which resolution was forwarded by the Commission to the City and approved by the City Council in accordance with Section 14 of the Act.

4.2 Acquisition and Disposition of Site. The Commission shall obtain such right, title and interest in and to the Site, free and clear of any encumbrances, zoning or other restrictions which preclude the use and development of the Site for the intended purpose and which preclude the ultimate conveyance of fee simple title to the City in trust for the Board free and clear of any such liens, claims or other encumbrances. Any such title as may be acquired by the Commission shall be for the use and benefit of the City in trust for the Board or its designees and conveyed as directed by the City within ninety (90) days following Substantial Completion of the Project without further approval by the City Council. Transfer of title to the Site shall be by customary documents of conveyance that have been approved by DHED and the Corporation Counsel and directed to the Commissioner of DHED.

4.3 Right of Entry. It is expressly acknowledged and agreed that the Commission and the City and their respective employees, consultants and the Contractor shall have the right to enter upon the Site or portion thereof owned by the Commission or the City for purposes associated with the development and implementation of the Project and other related facilities and the completion of the Project without further authorization by the Commission or the City. Any Contractor that may enter upon the Site for such purposes at the direction of the Commission or the City, as applicable, will be required to indemnify the Commission or the City, as applicable, and their respective commissioners, officials, employees, agents and

representatives from and against all claims arising out of such entry and to provide to the Commission and DHED, upon request, certificates of insurance evidencing the types and limits of insurance as specified on Exhibit E. The Commission and the City shall be named as additional insured on all such insurance policies. The City shall cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Site, and execute any applications for permit or the like as may be required in order to develop and construct the Project.

4.4 Unpermitted Encumbrances. Neither the Commission nor the Contractor nor any of their respective commissioners, officials, representatives, designees, agents, successors or assignees shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Site.

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

SECTION V ENVIRONMENTAL CONDITIONS

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

5.2 Environmental Remediation. In the event that adverse environmental conditions of the Site are discovered as a result of the investigation of the soil and environmental

conditions that preclude the use of the Site for its intended purpose, the Commission will undertake or cause to be undertaken the remediation of such adverse environmental condition with funds allocated in the Budget for such purpose or, where applicable, will provide an engineered barrier to such condition during construction in accordance with 35 Illinois Administrative Code 742. All environmental costs and expenses that exceed the amount allocated in the Budget for such purpose shall be subject to the prior written approval of the Budget Director. The nature and extent of such remediation will be determined by the Commission in consultation with representatives of the DHED and IEPA, if applicable. If deemed necessary by DHED, DHED will direct the Commission to enter the Site into the Site Remediation Program and secure a No Further Remediation determination consistent with the future use of the Site. In no event shall the Commission incur any cost or expense as a result of the condition of the Site or the remediation of environmental conditions thereon in excess of the amount provided by the City. If the cost of the environmental remediation action exceeds the budgeted amount approved by the City, the Commission shall promptly notify the Budget Director and the parties shall mutually agree upon appropriate action to be taken. In the event the Commission shall have obtained title to the Site on behalf of the City, the City or the Commission shall have the right to pursue all legal means available to recover the cost of such remediation from the former owner of the Site.

5.3 Environmental Laws. The Commission agrees that at all times during its performance of this Agreement, it shall cause the Contractor to comply, with all "Environmental Laws." "Environmental Laws" mean any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C.

Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560. Upon the City's request, the Commission and/or the Contractor will provide evidence satisfactory to the City of such current compliance.

SECTION VI CONSTRUCTION OF THE PROJECT

6.1 Preparation of Contract Documents. The Commission shall determine whether to appoint an Architect of Record as defined above or other design entity, to prepare design documents, issue a request for proposals that includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids or proposals for the construction of the Project. The Commission shall provide a copy of such design submittals to the Authorized DHED Representative for review and approval to determine compliance with the Building Program. DHED shall use its best efforts to provide written comments to the Commission within (10) business days from the receipt of each submittal. If DHED provides written comments to the Commission on the final design review submittal, such review submittal being denoted as final by the Commission, then the Commission will work diligently with DHED to address the comments in a manner satisfactory to all parties. The Commission shall include in the Contract Documents a space for DHED to confirm its acceptance of the final design.

6.2 Selection of Contractor. Upon completion of the Contract Documents, the Commission shall solicit bids or proposals for the construction of the Project or portion thereof by public advertisement, or from pre-qualified contractors in consultation with the Authorized

DHED Representative, as determined by the Commission in accordance with its usual and customary procurement procedures. The Commission shall review and evaluate the bids or proposals received for the construction of the Project and conduct such investigations as may be necessary and appropriate to determine the responsiveness of the bid or proposal and the proposed cost of constructing the Project in accordance with the Budget. During the bid review period, the Authorized DHED Representative and the Budget Director shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the PBC Board upon recommendation of the Executive Director shall award the Contract to the lowest responsible and responsive bidder, subject to Section 6.5 hereof.

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

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

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

SECTION VII ADMINISTRATION OF THE PROJECT

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

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

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

7.3 Payment and Performance Bond. The Commission, as set forth in Section 3.1.14, shall determine the type and amount of payment and performance bonds required for the Project and require the Contractor to provide a payment and performance bond to ensure that the terms and conditions of the Contract Documents will be faithfully performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the Commission. If the surety fails or is deemed by the Commission to be insufficient security for the completion of the Project, the Commission will require the Contractor to furnish an additional bond in such amount as may be determined by the Commission. Any proceeds derived by the Commission as a result of the payment and performance bond shall be credited to the Project Account and applied as agreed by the Commission and the Budget Director.

7.4 Waiver and Release of Liens. The Commission, as set forth in Section 3.1.15 shall require and procure from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving the Project. This provision shall be construed as being solely for the benefit of the Commission and the City and shall not confer any rights hereunder for the benefit of the Contractor or its subcontractors. To ensure payment of lien claims, the Commission shall retain the amounts of the liens claimed by subcontractors or suppliers from payments to the Contractor unless an appropriate waiver or mechanic's lien bond is provided or the liened funds are deposited with the Circuit Court of Cook County, Illinois in accordance with applicable Illinois legal requirements and the Contract Documents. Except

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

7.5 Default by Contractor. In the event that the Contractor defaults in its obligations under the Contract, the Commission shall pursue all rights and remedies afforded to it pursuant to the terms of the Contract, at law or in equity. Upon request by the Authorized DHED Representative, the Budget Director or the Corporation Counsel and approval by the PBC Board, the Commission shall assign any of its rights and remedies for default by the Contractor to the City.

SECTION VIII INDEMNITY AND INSURANCE

8.1 Indemnity. Each Contract awarded by the Commission for the Project shall require the Contractor to indemnify, save and hold harmless the Commission and the City, and their respective commissioners, officers, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Work as a result of any act or omission of the Contractor or any of its subcontractors or any of their respective employees or agents.

8.2 Insurance. The Commission, as set forth in Section 3.1.14, shall require the Contractor to purchase and maintain during the implementation of the Site Work and/or the performance of the Work, the types and amounts of insurance as shall be specified by the

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

SECTION IX PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the parties that the cost of completing the Project shall not exceed the sums specified in the final Budget for the Project. All plans, specifications and estimates of costs shall be reviewed by the duly designated representatives of the parties. The fee for the Commission's services for the management and administration of the Project will be fixed as a lump sum within the Budget. The Commission's fee shall not exceed three percent (3%) of the estimated construction cost of the Project (excluding acquisition) and, after being fixed in the Undertaking Budget, will neither increase nor decrease. In addition, the City agrees (after approving the Commission's choice of counsel) to pay or reimburse the Commission for all reasonable legal fees, costs and expenses incurred by the Commission in undertaking the Project as follows:

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

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

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

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

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

9.1.3.3 The Commission will notify the Budget Director and the Corporation Counsel of any proceeding related to the Project within ten (10) days

following receipt of summons and complaint or as otherwise directed by the Budget Director or the Corporation Counsel;

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

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

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

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

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

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

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

9.2 Conditions Precedent to Payment of Purchase Price. Prior to disbursing funds necessary to acquire the Site or portion thereof, the Commission shall provide to the Authorized DHED Representative, the Budget Director and the Corporation Counsel the following items:

9.2.1 A commitment for title insurance evidencing all easements and encumbrances of record;

9.2.2 Two copies of a plat or survey;

9.2.3 An appraisal prepared by an appraiser approved by the City or the Commission evidencing fair cash market value;

9.2.4 Evidence of the purchase price of the Site in the form of a real estate sales contract or judgment order entered by the Circuit Court of Cook County, Illinois;

9.2.5 A copy of the most recent real estate tax bill with respect to the Site; and

9.2.6 A copy of any environmental audit or report that may have been obtained by the Commission pursuant to Section V hereof.

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



City of Chicago



O2013-7775

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement for Tax Increment Financing (TIF) assistance with Chicago Park District to construct playground, entry plaza, walkways and landscape improvements
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the Park District has undertaken to construct a playground, an entry plaza to the fieldhouse, walkways and make landscaping improvements (said improvements collectively referred to as the "Project") located on a parcel of land known as Dixon Park, which is generally located at 8931 South Dauphin Avenue, Chicago, Illinois and legally described in **Exhibit A** (the "Property"); and

WHEREAS, the Property lies wholly within the boundaries of the Stony Island Burnside Redevelopment Area (as hereinafter defined); and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, pursuant to ordinances adopted on June 10, 1998, and published in the Journal of Proceedings (the "Journal") of the City Council for such date at pages 70203 through 70340, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4-1 *et seq.*, as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "Stony Island Commercial and Burnside Industrial Corridors Redevelopment Project Area" (the "Stony Island Commercial and Burnside Redevelopment Project Area") and, (iii) adopted tax increment financing for the Redevelopment Project Area, furthermore, the Plan, the Stony Island Burnside Redevelopment Area, its designation as a "redevelopment project area" and the tax increment allocation financing adopted for the Stony Island Burnside Redevelopment Area were amended pursuant to ordinances adopted on June 9, 2010 published in the Journal for said date at pages 92653 to 92702; and

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

WHEREAS, The City wishes to make available to the Park District a portion of the Stony Island Burnside Increment in an amount not to exceed \$350,000 for the purpose of partially funding the Project (the "TIF-Funded Improvements") in the Stony Island Burnside Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, the Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Stony Island Burnside Redevelopment Area; and

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

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

WHEREAS, the City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as **Exhibit B** (the "Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

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

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

EXHIBIT A

[Subject to Survey and Title Commitment]

Legal Description

Four strips of Land lying west of the I. C. R. R. shown as park in Dauphin Park a subdivision of that part of the North Three Quarters of the West Half, Section 2, Township 37 North, Range 14, west of I. C. R. R. also described as — Dauphin Park, that part west of R.R. opposite Blocks 1, 2, 3, 4, 7, 8, and 9 (except Out Lots 1) lying east of Dauphin Avenue in Dauphin Park a subdivision of North Three Quarters of the West Half, west of I. C. R. R. in Section 2, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County Illinois.

Also

The north 133.31 feet of Outlot 2 lying east of Dauphin Avenue then continuing east 101.75 feet then continuing south 152.29 feet the parcel lying west of the I. C. R. R. in Dauphin Park a subdivision of North Three Quarters of the West Half, west of I. C. R. R. in Section 2, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County Illinois.

PIN Numbers: 25-02-101-001/25-02-108-002

Address: 8931 S. Dauphin Avenue

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

SEE ATTACHED

**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
DIXON PARK—PLAYGROUND**

This Agreement is made this ____ day of _____, 2013 (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Housing and Economic Development or any successor thereto ("**HED**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "**Parties**."

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds it intends to expend or has expended for the rehabilitation of certain facilities which are a part of Dixon Park (the "**Project**"), an approximately 5 acre park located at 8931 South Dauphin Avenue and legally described in **Exhibit A** (the "**Property**").

D. The Park District owns the Property and the Property lies wholly within the boundaries of the Stony Island Commercial and Burnside Redevelopment Area (as hereinafter defined).

E. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the "**Act**"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on June 10, 1998, and published in the Journal of Proceedings of the City Council for such date at pages 70203 through 70340; and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4-1 *et seq.*, as amended (the "**Act**"), the City Council (the "**Corporate Authorities**") of the City of Chicago (the "**City**"): (i) approved a redevelopment plan and project (the "**Redevelopment Plan**") for a portion of the City known as the "Stony Island Commercial and Burnside Industrial Corridors Redevelopment Project Area" (the "**Stony Island Commercial and Burnside Redevelopment Project Area**") and, (iii) adopted tax increment financing for the Redevelopment Project Area, and the tax increment allocation financing adopted for the Stony Island Commercial and Burnside Redevelopment Area were amended pursuant to ordinances

adopted on June 9, 2010 published in the Journal for said date at pages 92653 to 92702.

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

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

I. HED wishes to make available to the Park District a portion of the Stony Island Commercial and Burnside Increment in an amount not to exceed a total of \$350,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Stony Island Commercial and Burnside Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

J. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Stony Island Commercial and Burnside Redevelopment Area.

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

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

M. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

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

O. On January 16, 2013, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement (the "**Park District Ordinance**").

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than eighteen (18) months from the Closing Date, or later as the Commissioner of HED (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.2. The plans and specifications for the Project (the "Plans and Specifications") shall at a minimum meet or shall have met the general requirements set forth in Exhibit B hereof and comply with plans and specifications which the Park District will have provided to, and be approved by, HED prior to the disbursement of the TIF Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

1.4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with the request for the TIF Assistance hereunder at the time the Project is completed and prior to any disbursement of the TIF Assistance. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

SECTION 2. FUNDING

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

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

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 90 days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the

Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

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

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

2.4. The Park District may request payment from the City by submitting a Certificate of Expenditure in the form of **Exhibit D** hereto ("**Certificate of Expenditure**") be processed and executed periodically, but in no event more frequently than quarterly. The City shall not execute and approve Requisitions for Payment in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements, and in no event in an amount greater than the TIF Assistance. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to HED. Delivery by the Park District to the City of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

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

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

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

2.4.4. the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

2.6. The current estimated cost of the entire Project is \$725,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its

budgeted portion of the Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed with the City in order to complete the Revised Project with the available funds.

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

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject in every respect to the availability of funds as described in and limited by this **Section 2**. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

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

SECTION 3. TERM.

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

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property and (b) to determine if any environmental remediation is necessary with respect to the Property or the Project, and any such work that the Park District determines is required shall be performed at its sole cost and expense as

the parties understand and agree that the City's financial obligation shall be limited to an amount not to exceed the TIF Assistance which is provided solely for the items set forth on Exhibit C. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

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

SECTION 5. INSURANCE.

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

5.1.1. Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

5.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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

5.1.5. Self Insurance. To the extent permitted by applicable Law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which

would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in **Section 8.13**, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and renewal Certificates of Insurance, promptly as any requisite insurance is renewed. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

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

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

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

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

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

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

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

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

employees, or agents.

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this **Section 6.1** shall survive any termination or expiration of this Agreement.

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

SECTION 7. DEFAULT.

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

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

7.3. Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in **Section 8.13** hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.4. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS.

8.1. **Authority.** Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District

Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

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

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

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

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

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

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

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

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

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

8.12. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

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

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

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

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

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

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent

pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally blank—Signature page immediately follows]

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

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By: _____
Kantrice Ogletree
Secretary

Exhibit A

Legal Description

[To be attached at closing]

Exhibit B

Plans and Specifications

[To be attached at closing]

Exhibit C

**Project Budget /
TIF-Funded Improvements**

Preliminary Budget

Park entry	\$150,000
Walkways, landscaping and lighting	200,000
Rebuilding playground	275,000
Survey and permits	10,000
Design fees	50,000
Contingency	<u>40,000</u>
TOTAL	\$725,000

The Commissioner may approve changes to the preliminary budget.

Exhibit D

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

\$ _____

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

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

E. The Park District hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Park District is in compliance with all applicable covenants contained herein.

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

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

4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

Chicago Park District

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

Name
Title: _____
City of Chicago
Department of Housing and Economic Development



City of Chicago



O2013-7870

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of previously passed redevelopment agreement with Hellenic Museum
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to a previously executed redevelopment agreement with the Hellenic Museum.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

**AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS
AUTHORIZING AN AMENDMENT TO A REDEVELOPMENT AGREEMENT**

WHEREAS, as a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "City") has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to 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; and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, pursuant to an ordinance adopted by the City Council (the "City Council") of the City on March 23, 1989, a certain redevelopment plan and project (the "Plan") for the Madison-Racine Redevelopment Project Area (such expanded and renamed area, the "Area") was approved pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 23, 1989, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 23, 1989, 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, on June 10, 1996, the City Council adopted ordinances, expanding the boundaries of the Area and renaming such expanded area the Near West Redevelopment Project Area; and, thereafter, on June 6, 2001, the City Council adopted an ordinance to clarify the portability language in the redevelopment plan for the Area and extending the termination date of the Area to December 31, 2013; and

WHEREAS, pursuant to an ordinance adopted by the City Council on February 6, 2002, the City entered into that certain Hellenic Museum and Cultural Center Redevelopment Agreement dated May 29, 2003 and recorded on January 28, 2004 as Document Number 0402827175 in the Office of the Cook County Recorder of Deeds (the "Agreement") with United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("UHAC"), National Hellenic Museum, an Illinois not-for-profit corporation (the "Developer"), and Western Springs National Bank and Trust, not personally, but solely as Trustee under a Trust Agreement dated January 8, 2002 and known as Trust Number 3922 (the "Trustee," referred to herein collectively with UHAC and Developer as the "Original Developer Parties"); and

WHEREAS, the Developer owns a certain property located within the Area at 333 South Halsted Street, Chicago, Illinois, commonly known as the Hellenic Museum and Cultural Center (the "Property"); and

WHEREAS, pursuant to the Agreement the Original Developer Parties were, in exchange for City providing a portion of the financing (the "City Funds"), to redevelop the Property with a 40,000 square foot museum and cultural center with associated exhibit space, research facilities, auditorium, gift shop, and offices thereon (the "Project"), provide 11 on-site parking spaces (the "On-Site Parking") and provide for additional off-site parking facilities (the "Off-Site Parking") by cooperating in connection with the vacation of Gladys Street and entering into agreements with owners of surrounding surface lots and parking garage developers; and

WHEREAS, subsequent to closing of the Agreement, the Trustee, with the consent and at the direction of UHAC, conveyed the Property to the Developer and the Developer completed construction of the Project and the On-Site Parking as of December 8, 2011; and

WHEREAS, the Developer diligently pursued options for securing Off-Site Parking but has been unable to enter into agreements with surrounding parking owners or otherwise secure Off-Site Parking and as a result, the Developer has agreed to forego, waive and release any right it has to the remaining \$1,000,000 in City Funds which were otherwise payable pursuant to the Agreement; and

WHEREAS, the Developer and the City desire to amend the Agreement, among other things, to (i) release the Trustee and UHAC as parties to the Agreement; (ii) eliminate the Off-Site Parking requirement; (iii) confirm the total Project costs and sources of funds; (iv) release the City from any obligation to pay the remaining \$1,000,000 in City Funds contemplated by the Agreement; and (v) memorialize the City's consent to the Illinois Financing Authority bond financing in the maximum amount of \$8,000,000 and related mortgage on the Property granted to First Midwest Bank, the IFA bond purchaser, in connection with financing a portion of the Project costs; and

WHEREAS, such aforementioned changes to the financing, ownership and operation of the Project require in some instances the consent of the City under certain provisions of the Agreement and in other instances amendments to certain provisions of the Agreement; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

SECTION 2. The Commissioner of the Department of Housing and Economic Development (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 an amendment to the Agreement, in substantially in the form attached hereto as Exhibit A and made a part hereof (the "Amendment"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amendment, with such changes, deletions and insertions as shall be approved by the persons

executing the Amendment. The Commissioner or a designee of the Commissioner are each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the Amendment.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

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

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

Exhibit A

First Amendment to the Redevelopment Agreement

See attached pages.

This agreement was prepared by
and after recording return to:

Crystal S. Maher, Esq.
City of Chicago Law Department
121 North LaSalle Street
Room 600
Chicago, Illinois 60602

This space reserved for Recorder's use only.

**FIRST AMENDMENT TO THE HELLENIC MUSEUM AND CULTURAL CENTER
REDEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE HELLENIC MUSEUM AND CULTURAL CENTER REDEVELOPMENT AGREEMENT (this "**Amendment**") is made and entered into as of the ____ day of _____, 20__, between the City of Chicago, an Illinois municipal corporation (the "**City**"), by and through its Department of Housing and Economic Development (the "**HED**") and National Hellenic Museum, an Illinois not-for-profit corporation (formerly known as Hellenic Museum and Cultural Center) (the "**Developer**") (the City and the Developer are collectively referred to herein as the "**Parties**"). UHAC, defined below, acknowledged and consented to the terms and conditions set forth in this Amendment.

RECITALS

A. On May 29, 2003 (the "**Original Agreement Closing Date**"), the City and United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("**UHAC**"), Developer, and Western Springs National Bank and Trust, not personally, but solely as Trustee under a Trust Agreement dated January 8, 2002 and known as Trust Number 3922 (the "**Trustee**," referred to herein collectively with UHAC and Developer as the "**Original Developer Parties**") entered into that certain Hellenic Museum and Cultural Center Redevelopment Agreement dated May 29, 2003 and recorded on January 28, 2004 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0402827175 (the "**Original Agreement**"), as authorized by the City Council, pursuant to an ordinance enacted on February 6, 2002, published at pages 78443 to 78508 of the Journal of proceedings of the City Council of that date, pertaining to the property generally located at 333 South Halsted Street and legally described on **Exhibit A** attached hereto (the "**Property**").

B. Pursuant to the Original Agreement the Original Developer Parties were to redevelop the Property with a 40,000 square foot museum and cultural center with associated

exhibit space, research facilities, auditorium, gift shop, and offices thereon (the "**Museum**"), provide 11 on-site parking spaces (the "**On-Site Parking**") and provide for additional off-site parking facilities (the "**Off-Site Parking**") by cooperating in connection with the vacation of Gladys Street and entering into agreements with owners of surrounding surface lots and parking garage developers.

C. Pursuant to the Original Agreement the Original Developer Parties were to commence construction of the Facility no later than May 31, 2005 and substantially complete construction no later than December 31, 2007.

D. Subsequent to the Original Agreement Closing Date, the Trustee, with the consent and at the direction of UHAC, conveyed the Property to the Developer. The Developer undertook the obligations under the Original Agreement by commencing construction of the Museum on May 6, 2005. The Developer incurred all of the costs associated with the Project, as listed in the Project Budget referenced below, and completed construction of the Museum and the On-Site Parking as of December 8, 2011.

E. The Developer diligently pursued options for securing Off-Site Parking but has been unable to enter into agreements with surrounding parking owners or otherwise secure Off-Site Parking. As a result, the Developer has agreed to forego, waive and release any right it has to the remaining \$1,000,000 in City Funds which were otherwise payable pursuant to the Original Amendment upon issuance of the Certificate.

F. The Developer and the City desire to amend the Original Agreement, among other things, to (i) release the Trustee and UHAC as parties to the Original Agreement; (ii) eliminate the Off-Site Parking requirement; (iii) confirm the total Project costs and sources of funds; (iv) release the City from any obligation to pay the remaining \$1,000,000 in City Funds contemplated by the Original Agreement; and (v) memorialize the City's consent to the Illinois Financing Authority bond financing ("**IFA Bond Financing**") in the maximum amount of \$8,000,000 and related mortgage on the Property granted to First Midwest Bank, the IFA bond purchaser.

G. On [____], 2013, City Council enacted in ordinance which authorized the entry of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the recitals which are made a contractual part of this Amendment and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as hereinafter set forth:

AGREEMENTS

1. Incorporation of Recitals. The above recitals are incorporated herein by reference and constitute a material part hereof.

2. Capitalized Terms. Capitalized terms used in this Amendment shall have the meanings set forth herein or, if not defined herein, shall have the meanings given in the Original

Agreement.

3. Release of the Trustee and UHAC. The Trustee and UHAC are hereby released from the Original Agreement.

4. Recital D – The Project. The first sentence of Recital D of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"The Developer has acquired (the "**Acquisition**") fee simple title to certain property located within the Redevelopment Area at 333 South Halsted, Chicago, Illinois 60661 and legally described on Exhibit B hereto (the "**Property**"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of an approximately 40,000 square foot museum and cultural center with associated exhibit space, research facilities, auditorium, gift shop and offices thereon, and provide 11 parking spaces on the Property (the "**Facility**")."

5. Recital E – Parking Facilities. Recital E of the Original Agreement is hereby deleted in its entirety.

6. Section 3.01 - The Project. Section 3.01 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Construction of the Facility commenced as of May 3, 2005. Construction of the Museum and the 11 on-site parking spaces was completed, and the Museum opened to the public, as of December 8, 2011."

7. Section 3.03 – Project Budget. The first sentence in Section 3.03 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"The Developer has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project in an amount of \$22,041,807."

8. Section 4.01 - Total Project Cost and Sources of Funds. Section 4.01 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Total Project Cost and Sources of Fund. The final cost of the Project was \$20,950,974 and the costs were funded from the following sources:

Equity (subject to Section 4.05)	\$10,450,974.00
IFA Bond Financing	\$8,000,000.00
City Funds (subject to Section 4.03)	\$2,500,000.00
ESTIMATED TOTAL	\$20,950,974

9. Section 4.03 (b) – City Funds. Section 4.03(b) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Bond Proceeds	\$2,500,000"

10. Reduction of the City Funds. It was anticipated that the payment to the Developer to reimburse the Developer for the TIF-Funded Improvements was to be an amount of \$3,500,000, however, the parties have agreed that the original amount of City Funds to be paid to the Developer is being reduced by the City by \$1,000,000 due to the Developer's inability to obtain Off-Site Parking. The payment to date of of \$2,500,000 in City Funds fully satisfies and discharges the City's obligation to pay City Funds to the Developer.

11. Public Benefits Program. Section 8.20 of the Original Agreement is hereby deleted in its entirety.

12. Liquidated Damages – Shortfall in City Resident Construction Worker Employment Requirement. HED and the Developer acknowledge that, upon the completion of the construction of the Project, despite the Developer's best efforts to cause the General Contractor to comply, a shortfall existed in connection with the compliance with the city resident construction worker employment requirement described in Section 10.02 of the Original Agreement. As a result of shortfall, the Developer has paid the City liquidated damages in the amount of \$88,270.90.

13. Certificate of Completion of Construction. The Parties acknowledge that construction of the Museum and On-Site Parking is complete, and the Museum is open to the public. Accordingly, the Project and the Facility are deemed complete and concurrently with the execution of this Amendment HED 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 the Original Agreement, as amended by this Amendment.

14. Covenants/Representations/Warranties of the Developer. The Developer represents, warrants and covenants, as of the date of this Amendment and throughout the Term of the Agreement, that:

- (a) the Developer is an Illinois not-for-profit corporation, duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;
- (b) the Developer has the right, power and authority to enter into, execute, deliver and perform the Agreement, as amended by this Amendment;
- (c) the execution, delivery and performance by the Developer of this Amendment

has been duly authorized by all necessary corporate actions, and does not and will not violate the Developer's 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; and

(d) the Developer (i) is represented by independent legal counsel of its choice in the transactions contemplated by this Amendment; (ii) is fully aware and clearly understand all the terms contained in this Amendment; (iii) has voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Amendment; (iv) is not relying on any representation, either written or oral, express or implied, made by the City other than as set forth in this Amendment; (v) on its own initiative has made proposals to the City, the terms of which are reflected by this Amendment; and (vi) has received actual and adequate consideration to enter into this Amendment.

15. Consent to Mortgaging the Project. The City hereby consents to the IFA Bond Financing and that certain Amended and Restated Construction Mortgage and Security Agreement made by the Developer in favor of First Midwest Bank, dated February 1, 2012, and recorded March 1, 2012, as document number 12061440141, as a Permitted Mortgage.

16. Notice. The Notice in Section 17 of the Original Agreement are amended to reflect the current name and addresses of the City departments and Developer, respectively, and are replaced with the following:

IF TO CITY: Department of Housing and Economic Development
121 N. LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

WITH COPIES TO: Office of the Corporation Counsel
City of Chicago Department of Law
121 N. LaSalle, Room 600
Chicago, Illinois 60602

Department of Finance
City of Chicago
33 N. LaSalle Room, 6th Floor
Chicago, Illinois 60602
Attention Comptroller

IF TO DEVELOPER: National Hellenic Museum
333 South Halsted Street
Chicago, Illinois 60661
Attention: Connie Mourtoupalas

WITH COPIES TO: David L. Reifman, Esq.
DLA Piper LLP
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601

17. Exhibit G-1 (Project Budget) of the Original Agreement is deleted and replaced by the exhibit attached hereto as **Exhibit B**,

18. The Original Agreement is amended by adding the following provisions:

"(i) PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO.2011-4

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Amendment) ("**Contractors**"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "**Mayor**") or to his political fundraising committee during (i) the bid or other solicitation process for this Amendment or Other Contract (as defined below), including while this Amendment or any Other Contract is executory, (ii) the term of this Amendment or any Other Contract between Developer and the City, and/or (iii) any period while an extension of this Amendment or any Other Contract with the City is being sought or negotiated.

Developer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Amendment, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No.2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Amendment, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Amendment, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Amendment, the City may elect to decline to close the transaction contemplated by this Amendment.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married,
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(ii) **SHAKMAN ACCORD**

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the **"Shakman Accord"**) and the August 16, 2007 "City

of Chicago Hiring Plan" (the "**City Hiring Plan**") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Amendment are employees or subcontractors of the Developer, not employees of the City of Chicago. This Amendment is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

(c) The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Amendment, or offer employment to any individual to provide services under this Amendment, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Amendment, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to the Developer by a City employee or City official in violation of Section 432(ii) above, or advocating a violation of Section 432(iii) above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Amendment. The Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

(iii) FOIA AND LOCAL RECORDS ACT COMPLIANCE

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("**FOIA**"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request will be a breach of this Amendment.

(b) Exempt Information. Documents that the Developer submits to

the City during the term of this Amendment that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) **Local Records Act.** The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Amendment and the transactions contemplated in the Amendment.

(iv) **FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY**

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Amendment and the transactions contemplated thereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

(v) **INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago."

19. **Consent to Assignment.** Pursuant to Section 18.15 of the Original Agreement, the City hereby consents to the assignment by the Original Developer Parties of all their interest in the Original Agreement to the Developer. The Developer agrees to abide by all remaining executory terms of the Original Agreement, as amended by this Amendment, for the Term of this Agreement.

20. **Execution of this Amendment.** Concurrently with the execution of this Amendment, the Parties shall exchange the following documents and items:

(a) The City shall issue to Developer the Certificate referenced in Section 7.01 of the Original Agreement;

(b) The City shall return to Developer the original Performance L/C currently in the

City's possession. Upon return, the City hereby waives and releases any right or interest it may otherwise have in the Performance L/C;

(c) The Developer shall provide a copy of its Articles 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; by-laws of the corporation; and such other corporate documentation as the City has requested;

(d) The Developer shall provide to the City an Economic Disclosure Statement dated as of the Closing Date;

(e) The Developer shall provide the City with evidence of compliance with Section 8.13 under the Original RDA; and

(f) The Developer shall provide such other documents as the City may require.

21. Full Force and Effect. Except as amended hereby, the Original Agreement shall remain in full force and effect, and the terms of such Original Agreement are incorporated by reference, as if fully set forth herein.

22. Miscellaneous.

(a) In the event of any inconsistency between the terms of this Amendment and the Original Agreement, this Amendment shall govern and control in all instances.

(b) This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that the Developer may not assign this Amendment or the Original Agreement without the prior written consent of the City.

(c) This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

(d) If any provision of this Amendment is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Amendment will not be affected thereby. It is the intention of the Parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

(e) Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by all Parties to this Amendment.

(f) No waiver of any action or default will be implied from the failure or delay by the City to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the

performance of any provision of this Amendment will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request.

(g) The Developer expressly agree that no member, official, employee or agent of the City shall be individually or personally liable to the Developer, or any of their successors or assigns, in the event of any default or breach by the City under this Amendment.

(h) This Amendment shall be recorded against the Property in the Office of the Cook County Recorder of Deeds at the expense of the Developer.

23. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

*[The remainder of this page is intentionally left blank
and the signature pages follows.]*

IN WITNESS WHEREOF, this Amendment is effective as of the date first written above.

CITY OF CHICAGO, an Illinois municipal corporation, acting through its Department of Housing and Economic Development

By: _____
Andrew J. Mooney
Its Commissioner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

NOTARY CERTIFICATION

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, Commissioner of the Department of Housing and Economic Development of the City of Chicago, Illinois, an Illinois municipal corporation, on behalf of the corporation (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his 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 _____, 20__.

[DEVELOPER EXECUTION ON FOLLOWING PAGE]

NATIONAL HELLENIC MUSEUM, an Illinois not-for-profit

By: _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

NOTARY CERTIFICATION

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that [____], the [____] of National Hellenic Museum, an
Illinois not-for-profit corporation ("NHM"), and personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that he signed, sealed, and delivered said instrument pursuant to the
authority given to him by the NHM, as his free and voluntary act and as the free and voluntary
act of the NHM, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 20__.

[UHAC ACKNOWLEDGE ON FOLLOWING PAGE]

Acknowledged and Consent to by UHAC this
_____ day of _____, 20__:

UNITED HELLENIC AMERICAN CONGRESS OF ILLINOIS,
an Illinois not-for-profit corporation

By: _____
Its _____

NOTARY CERTIFICATION

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that [____], the [____] of United Hellenic American
Congress of Illinois, an Illinois not-for-profit corporation ("UHAC"), and personally known to me
to be the same person whose name is subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that he signed, sealed, and delivered said instrument
pursuant to the authority given to him by the UHAC, as his free and voluntary act and as the
free and voluntary act of the UHAC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 20__.

EXHIBIT A

LEGAL DESCRIPTION

See attached pages.

EXHIBIT B

Exhibit G-1
FINAL PROJECT BUDGET

Sources of Funds:

City TIF Funds	\$ 2,500,000
Equity (Hellenic Museum Fundraising)	\$10,450,974
IFA Bond Financing	<u>\$ 8,000,000</u>

Total Sources of Funds \$20,950,974

Uses of Funds:

Hard Costs:

Construction	\$9,544,112.70
Upgraded HVAC	\$658,215.00
Land Acquisition	\$3,500,000.00
Demolition	\$58,663.45
Projector and Sound System	\$87,023.00
Total hard costs:	\$13,848,014.15

Soft Costs:

Architectural/Engineering/Interior Design Fees	\$1,232,803.00
Specialty System Design Consultants	\$236,350.00
Soil/Concrete/Fireproof Testing	\$117,952.00
LEED Certifications	\$43,450.00
Loan Reserve	\$1,000,000.00
Owner's Representation Fee	\$230,000.00
Construction Administration/Supervision/Consultants/Insurance/Fee	\$1,817,025.98
Miscellaneous (permanent exhibit, FFE, taxes, insurance)	\$2,425,379.00
Total soft costs	\$7,102,959.98

Total Uses of Funds: \$20,950,974

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

National Hellenic Museum

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

OR

3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 333 S. Halsted Street
Chicago, IL 60661

C. Telephone: 312-655-1234 Fax: _____ Email: cmourtoupalas@hellenicmuseum.org

D. Name of contact person: Connie Mourtoupalas

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Approval of amendment to redevelopment agreement for property located at 333 S. Halsted St., Chicago, IL

G. Which City agency or department is requesting this EDS? Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person	☐ Limited liability company
☐ Publicly registered business corporation	☐ Limited liability partnership
☐ Privately held business corporation	☐ Joint venture
☐ Sole proprietorship	☒ Not-for-profit corporation
☐ General partnership	(Is the not-for-profit corporation also a 501(c)(3))?
☐ Limited partnership	☐ Yes ☐ No
☐ Trust	☐ Other (please specify)
-

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>John P. Calamos, Sr., Chairman; Aristotle P. Halikias, Vice-Chairman; Frank S. Kamberos, Vice-Chairman;</u>	
<u>Peter Parthenis, Vice-Chairman; A. Thomas Skallas, Vice-Chairman; Alex Gianaras, Trustee;</u>	
<u>George J. Korkos, Trustee; John S. Koudounis, Trustee; George K. Bovis, Trustee; Bill J. Vranas, Trustee;</u>	
<u>Stephanie A. Vlahakis, Trustee; Connie Mourtopalas, President</u>	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
DLA Piper LLP (US)	203 N. LaSalle Street, Ste 1900 Chicago, IL 60601	Attorney	\$50,000 (estimated)

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☒ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

 x 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes ☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes ☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

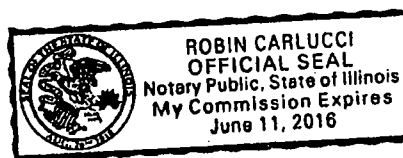
Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

National Hellenic Museum
(Print or type name of Disclosing Party)

By: [Signature]
(Sign here)

Connie Mourtopalas
(Print or type name of person signing)

President
(Print or type title of person signing)



Signed and sworn to before me on (date) October 9,
at Cook County, ILLINOIS (state).

Robin Carlucci Notary Public.

Commission expires: 06/11/2016.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.



City of Chicago



A2013-118

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Jose A. Duarte as member of Building Board of Appeals
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Jose A. Duarte as a member of the Building Board of Appeals for a term effective immediately and expiring April 21, 2015, to succeed Elizabeth A. Gallagher, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-119

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Catherine K. Budzinski as member of Zoning Board of Appeals
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ZON.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Catherine K. Budzinski as a member of the Zoning Board of Appeals for a term effective immediately and expiring July 1, 2016, to complete the unexpired term of Geraldine McCabe-Miele, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-122

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of D. Darrell Griffin as member of Board of Trustees of Community College District No. 508
Committee(s) Assignment:	Committee on Education and Child Development



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed D. Darrell Griffin as a member of the Board of Trustees of Community College District No. 508 for a term effective immediately and expiring June 30, 2016, to succeed Charles Jenkins, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-123

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Clarisol Dunque as member of Board of Trustees of Community College District No. 508
Committee(s) Assignment:	Committee on Education and Child Development



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Clarisol Duque as a member of the Board of Trustees of Community College District No. 508 for a term effective immediately and expiring June 30, 2015, to complete the unexpired term of Susan M. Santiago, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-7625

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 11-4 of Municipal Code regarding waste processing
Committee(s) Assignment:	Committee on Health and Environmental Protection

HEALTH



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Public Health, I transmit herewith an ordinance amending Chapter 11-4 of the Municipal Code regarding waste processing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, § 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The practice of illegal dumping contributes to the existence of contaminated, underdeveloped sites that run afoul of the Illinois State policy of "provid[ing] and maintain[ing] a healthful environment for the benefit of this and future generations," Ill. Const. 1970, art. 11, § 1; and

WHEREAS, It is in the interest of the People and City of Chicago that certain improperly disposed-of construction and demolition materials be reprocessed, even if such materials were originally generated offsite, so as to reduce truck emissions and truck miles, facilitate green cleanups consistent with the stated policy of the Illinois Environmental Protection Agency, and encourage the cleaning and development of historically neglected sites; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

11-4-1935 Construction site reprocessing authorization.

(a) (1) Written authorization required. Except as otherwise provided in subsection (a)(2) and subsection (a)(3) of this section, reprocessable construction/demolition materials generated from construction, demolition or renovation may be reprocessed, as defined in Section 11-4-1910, and stored on a temporary basis on the site at which the construction, demolition or renovation occurred if all of the following requirements are met;

(Omitted text is unaffected by this ordinance)

(v) all reprocessing of such construction /demolition material occurs on the site at which the demolition occurred; and

(vi) the reprocessed construction/ demolition material is used solely on the site at which the demolition occurred for construction activities occurring on such site; and

(vii) the contractor is in compliance with the setback requirements for equipment and materials set forth in subsection (a)~~(3)~~(4) of this section.

(Omitted text is not affected by this ordinance)

(3) *Good Faith Reprocessor – Requirements.* A person shall not be subject to paragraphs (v) and (vi) of subsection (a)(1) of this section, and may reprocess construction/demolition material on a site at which the demolition did not occur, if all of the following requirements are met:

(i) the person complies with paragraphs (i), (ii), (iii), (iv) and (vii) of subsection (a)(1); and

(ii) the construction/demolition material being reprocessed was illegally dumped at the site; and

(iii) the person has not knowingly contributed to that illegal dumping; and

(iv) the construction/demolition material is reprocessed on the site of the illegal dumping; and

(v) the reprocessed construction/demolition material is used for construction activities on the site.

~~(3)(4)~~ *Setback requirements.* No reprocessing device or stockpile of reprocessable construction/ demolition material or of reprocessed construction/ demolition material shall be located in the following places:

(Omitted text is unaffected by this ordinance)

Provided, however, that if (A) compliance with the requirements of this subsection (a)~~(3)(4)~~ is physically impossible or hazardous due to the configuration, location or unique characteristics of the site where reprocessing or temporary storage of construction/ demolition material is authorized under this section; and (B) the contractor can show either that (1) the issuance of a certificate of exemption under this subsection will not create a public nuisance or adversely impact the surrounding area or surrounding users, or (2) such public nuisance or adverse impact can be eliminated or substantially reduced through the adoption of an abatement or mitigation plan, the contractor may apply to the commissioner for a written certificate of exemption from compliance with the requirements of this subsection (a)~~(3)(4)~~. Prior to granting any exemption under this subsection (a)~~(3)(4)~~, the commissioner or the commissioner's designee may conduct a site visit of the subject premises to determine the validity of the claim of impossibility or hazard and to determine whether the issuance of a certificate of exemption under this subsection will create a public nuisance or adversely impact the surrounding area or surrounding users. Upon a showing of physical impossibility or hazard and a finding that the issuance of a certificate of exemption either will not create a public nuisance or adversely impact the surrounding area or surrounding users or that such public nuisance or adverse impact can be eliminated or substantially reduced through the adoption of an abatement or mitigation plan, as determined by the commissioner, the commissioner shall issue to the contractor a certificate of exemption for such premises. Such certificate of exemption shall specify the scope and conditions of any exemption so granted, and may include provisions for nuisance abatement or other reasonable measures to eliminate or substantially reduce any adverse impact on the surrounding area or surrounding users. Such certificate shall be valid for the period of time identified on the face of such certificate or until such time that the certificate is revoked for cause by the commissioner following notice and a hearing before the commissioner, whichever comes first. A copy of such certificate shall be posted by the contractor in a conspicuous place on the premises covered by such certificate and, upon request by any authorized city official, shall be made available by the contractor for inspection by such city official.

~~(4)~~(5) Duration of authorization. The written authorization issued under subsection (a)(1) of this section shall be valid for a period of three months, as measured from the date on which such authorization is issued. Provided, however, that upon application to the commissioner, such authorization may be extended for an additional period(s) of time, each of which additional period shall not exceed three months, so long as construction/demolition material requiring reprocessing and reprocessing equipment remain on the site. Any reprocessable or reprocessed construction/demolition material that is not used on or removed from the site within three months of the date on which the temporary authorization is issued or extended under this section shall be subject to the construction site cleanliness rules and regulations for the maintenance of construction site stockpiles and prevention of the off-site dispersion of dust and debris from construction sites promulgated by the department under Section 13-32-125.

~~(5)~~(6) Enforcement. It shall be unlawful for any person to violate any of the requirements set forth in this subsection (a). In addition to any other penalty provided by law, any person who violates any of the requirements of this subsection (a) shall be subject to the penalty set forth in subsection (d) of this section. In addition, any authorization issued under this subsection (a) shall be subject to suspension or revocation for cause by the commissioner following notice in accordance with the applicable provisions of subsection (d) of Section 11-4-025 and an opportunity to demand a hearing in accordance with the procedures set forth in subsection (c) of Section 11-4-025.

(Omitted text is unaffected by this ordinance)

11-4-2150 Environmental standards related to the demolition, renovation, asbestos abatement and maintenance, sandblasting, chemical washing, and grinding of buildings, facilities or other structures.

(Omitted text is unaffected by this ordinance)

Demolition fill material means any combination of uncontaminated brick, broken concrete, stone, mortar, sand, gravel or dirt so long as it: (i) contains no pieces of material, exceeding 12 inches in its largest dimension; (ii) contains no organic material or rebar, pipes, posts, splinters, lumber, glass or sheet metal; and (iii) except as otherwise provided in subsection (a)(2) or subsection (a)(3) of Section 11-4-1935, is used as fill on the same site where the demolition generating the material occurred, in a foundation below the existing grade of the site, with sufficient room remaining to accommodate the required final cover.

(Omitted text is unaffected by this ordinance)

SECTION 2. This ordinance shall take effect upon passage and approval.



City of Chicago



O2013-7858

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Section 4-156-430 of Municipal Code regarding scheduled games at night and weekday afternoon
Committee(s) Assignment:	Committee on License and Consumer Protection



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer protection, I transmit herewith an ordinance amending provisions of Section 4-156-430 the Municipal Code and associated provisions.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Section 4-156-430 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-156-430 Athletic contests at night and on weekday afternoons; restrictions.

(Omitted text is unaffected by this ordinance)

(B) The provisions of Subsection (A) do not apply, in whole or in part, to a team whose regular home stadium, or a person using such stadium, is subject to this section for any of the following:

(Omitted text is unaffected by this ordinance)

(2) Up to ~~40~~ 43 regular season home baseball games of any team in each year, as designated by that team, when such games are scheduled to begin at or after 4:10 p.m. or at or prior to 7:05 p.m., or scheduled to begin no later than 8:00 p.m. if required by an asserted national television obligation; provided, however,

- (a) Up to 35 regular season home baseball games may be scheduled to start at the times set forth in subsection (B)(2);
- (b) The remaining ~~five~~ eight games shall be used to satisfy any requirements of an asserted national television obligation that requires such team to reschedule a day game to a game starting during the times set forth in subsection (B)(2). Any games scheduled pursuant to this subparagraph shall be promptly reported to the Alderman of the affected ward and the Corporation Counsel. The Corporation Counsel shall promptly advise the City Council of the scheduling of a game under this subparagraph.

(Omitted text is unaffected by this ordinance)

(7) Out of the 43 games referenced in subsection (B)(2), ~~Up to six up to eight~~ nationally-televised regular season home baseball games per year when such games are required to be changed, pursuant to an asserted national television obligation, from a day game to a game beginning during the times set forth in subsection (B)(2); provided that:

(Omitted text is unaffected by this ordinance)

~~(c) The request is made to, and approved by, the City Council; provided that the Corporation Counsel may approve a request under this paragraph when, after consultation with the Alderman of the affected ward and considering all relevant information, including the certification required in paragraph (b), the Corporation Counsel finds that:~~

~~(i) For reasons beyond the control of the requesting team, a timely~~

~~request could not be made to the City Council because the televisor's request was made after the conclusion of the most recent City Council meeting;~~

~~(ii) The game is scheduled to be played prior to the next announced meeting of the City Council; and~~

~~(iii) The request for the change in game time by the televisor pursuant to the asserted national television obligation is in the same time frame and in the same manner as other game time change requests for other teams.~~

(Omitted text is unaffected by this ordinance)

~~(d) If, after consultation with the Alderman of the affected ward, the Corporation Counsel grants such request, the Corporation Counsel shall, within 48 hours of granting the request, post the approval of and reasons for, granting the request on the City's website, and send a copy to the City Council and the Alderman of the affected ward.~~

~~(e) (d) No more than six eight changes shall be granted in any one year under this paragraph (7).~~

(8) Up to four concerts or other non-baseball Events expected to have more than 12,500 people in attendance, to be determined by the owner or operator of a stadium, or a promoter of a concert to be held at such stadium, subject to the following;

(a) The owner, operator or promoter, whichever is applicable, shall notify the City, in writing, of the proposed date and time of such concert or Event;

(b) Such concert or Event shall be allowed at the date and time specified in the notice, ~~unless the Corporation Counsel, in consultation with the Alderman of the affected ward, requires that the concert or Event be rescheduled to a mutually agreed upon date because it interferes with other previously scheduled activities, City resources, public safety, or other similar good reasons; provided that such Event shall not be scheduled for the last Sunday in June;~~

(c) Unless otherwise authorized by ordinance, such event shall end no later than 11:00 p.m. Such concerts or Events may be held on a Friday or Saturday night; and

(d) The owner, operator or promoter shall comply with the neighborhood protection provisions found in the ordinance adopted by the City Council on February 11, 2004, and appearing in the City Council Journal of Proceedings of such date at pages 18722-18772; and all provisions imposing obligations and protections enumerated in Sections 3,4,5,6 and 7(A) of the ordinance adopted by the City Council on March 13, 2013, and published at pages 48631-48638 of the Journal of Proceedings of the City Council of such date, except that all reports required to be made to the

Budget Director shall be made to the Corporation Counsel. All such provisions are hereby incorporated as if fully set forth, except to the extent there are any inconsistencies, then the provisions of this section shall apply.

(9) Subject to subsection (B)(9), any Any concerts or other Events in excess of the four concerts or non-baseball Events permitted in paragraph (8) which are authorized by the City Council and start during the times set forth in subsection (B)(2) shall be count as a night baseball game for the purposes of the limit of 40 43 night baseball games in a season, and if too late in the year to reduce the number of night games in that year, shall be counted toward the permissible number of night games in the following year. Such concerts or other Events shall be subject to the provisions of Paragraph (8)(a)-(d);

(10) To any Event which take place between October 1 and March 31, however, non-sporting events must end no later than 11:00 p.m. Such Event shall not be counted for purposes of the limit of 43 night baseball games in a season.

(C) Except as otherwise provided in this section, no regular season baseball game may be scheduled to begin after 4:10 p.m. on a Friday or a Saturday, except up to ~~two~~ three regular season games per year may be scheduled on ~~a Friday or a Saturday~~ after 4:10 p.m. if required by:

(1) An asserted national television obligation, or

(2) Other circumstance beyond the control of any person, firm, corporation, team, or legal entity whose stadium or playing field is subject to this section, such as by a collective bargaining agreement.

(Omitted text is unaffected by this ordinance)

(F) Notwithstanding Subsections (B)(2) and (B)(8), baseball games and other Events, regardless of the originally scheduled start time, which are postponed for the reasons listed in Subsection (D), may be re-scheduled to a different date to begin during the times set forth in Subsection (B)(2) in the same calendar year, and the rescheduled game shall not be counted against the limitation on night baseball games or Events for purposes of this Section, provided that (1) for any baseball game rescheduled under this subsection, the owners or operators of the stadium shall request that Major League Baseball not reschedule such game to the day of the Pride Parade if the City has provided notice to such owners or operators of the dates when the Pride Parade will be held no later than June 30 of the year preceding such event, and if no notice was provided, then request the game not be rescheduled for the last Sunday in June. A game or Event originally scheduled to take place during the day can be rescheduled, provided however, If if a game or Event originally scheduled to take place during the day is rescheduled to take place during the times set forth in Subsection (B)(2), the person requesting such rescheduling shall certify to the satisfaction of the Corporation Counsel that the game or Event cannot reasonably or practicably be rescheduled as a day game or Event; it counts towards the total number of night games allowed in this section.

~~(2) The Corporation Counsel, in consultation with the Alderman of the affected ward, may require the game or Event to be rescheduled to a mutually agreed-upon date because it interferes with other previously scheduled activities, City resources, public safety, or other similar good reasons; and~~

~~(3) Any baseball game or Event rescheduled pursuant to this provision shall result in a reduction of permitted baseball games or Events under Subsection (B)(2) or Subsection (B)(8), as applicable, in the following calendar year, if the games or Events allocated in subsection (B)(2) or (B)(8) have already been scheduled.~~

(G) The owners, operators of any stadium, or any person promoting any Event, subject to this section, or the owners, operator of any stadium, or person promoting any Event, which is expected to have more than 12,500 people in attendance shall provide not less than 21 days notice to the Alderman of the affected ward, to the City Council and to a designated official of the City, or if 21 days notice is not possible, then notice to the Alderman of the affected ward, to the City Council and to a designated official of the City shall be provided reasonably promptly after such Event is scheduled.

(Omitted text is unaffected by this ordinance)

(I) The owners or operators of any stadium where any baseball game is held that is subject to the provisions of the ordinance adopted by the City Council on February 11, 2004, and appearing in the City Council Journal of Proceedings of such date at pages 18722-18772 shall comply with the neighborhood protection provisions found in the ordinance. All such provisions are hereby incorporated as if fully set forth, except to the extent there is any inconsistency, then the provisions of this section shall apply.

(J) The owner or operator of a stadium subject to this section, or promoter of a concert held at such stadium, whichever is applicable, shall be responsible for only the reasonable costs incurred by the City for of City services supporting the concert or non-baseball Event, consistent with the costs paid by other similarly situated venues. The determination of the need and cost for the City services shall be based on such factors as the expected pedestrian and vehicular traffic and congestion, estimated attendance, density of area, number of street closures, street cleaning or refuse disposal, and other such similar factors.

(Omitted text is unaffected by this ordinance)

(L) Notwithstanding section 3(I) of the ordinance adopted by the City Council on February 11, 2004, and appearing in the City Council Journal of Proceedings of such date at pages 18722-18772, and Section (5(D) of the ordinance adopted by the City Council on March 13, 2013, and published at pages 48631-48638 of the Journal of Proceedings of the City Council on such date, the sale of beer and alcohol at: (1) baseball games shall end no later than 10:30 p.m., or the end of the 7th inning, whichever is sooner, and (2) Events shall end no later than 11:00 p.m. All other provisions of those sections apply.

SECTION 2. This ordinance shall take effect after its passage and publication.



City of Chicago



O2013-8227

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 10/16/2013

Sponsor(s): Emanuel (Mayor)
Thompson (16)
O'Shea (19)

Type: Ordinance

Title: Amendment of Chapter 4-288 of Municipal Code by adding new Section 4-288-122 requiring permit to assemble or jump cranes, 4-288-125 regarding accidents or safety issues, 4-288-127 safe equipment and 4-288-128 rules and regulations

Committee(s) Assignment: Committee on Zoning, Landmarks and Building Standards

ZON



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Buildings, I transmit herewith, together with Aldermen Thompson and O'Shea, an ordinance amending Chapter 4-288 of the Municipal Code regarding crane operators.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, § 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The licensing of crane operators is a matter of public safety pertaining to the government and affairs of the City of Chicago; and

WHEREAS, Active cranes in Chicago operate in a dense urban environment, often in close proximity to residential units, office spaces, and pedestrians, thus underscoring the need for professional crane operators who adhere to the highest standards of safety; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Section 4-288-020 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-020 ~~Crane~~-defined Definitions.

For the purposes of this chapter, the following definitions shall apply, unless the context clearly indicates otherwise:

“Apprentice crane operator” means an individual who performs work as a crane operator under the direct supervision of a licensed crane operator with the intention of becoming a licensed crane operator.

“Approved accredited certifying entity” means any organization whose certification program for crane operators is accredited by the National Commission for Certifying Agencies (NCCA) or its equivalent, and that meets other criteria as may be established by the commissioner. Equivalency to the NCCA certification program shall be determined by the commissioner.

“Board of crane operators examiners” means the board of crane operator examiners established pursuant to Section 2-116-250.

“Certificate of registration” means a written instrument issued by the department acknowledging that the named person holds a crane operator’s license under this chapter.

“Commissioner” means the commissioner of buildings or the commissioner’s designee. Such designee may include, but is not limited to, a construction equipment

inspector.

“Construction equipment inspector” means a person designated by the commissioner to enforce the provisions of this Code. A construction equipment inspector shall have the authority to enter any jobsite to inspect or review jobsite conditions and to stop work when appropriate to ensure that cranes, as defined in this section, are operated, maintained, assembled, disassembled, or jumped in a manner necessary or appropriate to protect public safety and consistent with the information set forth in the permit application required under Section 4-288-122.

a crane is defined as “Crane” means any power-operated mechanical hoisting equipment with a manufacturer's rated capacity of ~~five tons~~ one ton (2000 pounds) or more that lifts, lowers, rotates or moves a load horizontally or vertically. The term “crane” but does not include personnel hoists, elevators, powered window-washing units, dedicated drill rigs and or helicopter cranes.

“Department” means the department of buildings.

“Licensee” means any person licensed or required to be licensed under this chapter.

“Practical examination” means an examination testing the skills of an applicant for a license under this chapter in connection with the physical operation of the specific equipment for which a license is required under this chapter.

“Safety issue(s)” means unsafe equipment and/or unsafe working conditions.

“Unsafe working conditions” means (1) physical or other conflicts between more than one crane on a jobsite; (2) hoisting or swinging a load over an occupied building, pedestrian walkway or vehicular traffic/parking lane; (3) any safety or operational aid used or required to be used in connection with the operation of a crane that is not working properly; or (4) any other working condition that the commissioner determines jeopardizes or threatens to jeopardize the health, safety or welfare of any crane operator or the general public, as set forth in rules and regulations duly promulgated by the commissioner.

“Written examination” means an examination administered in a paper or computer-based format testing the knowledge of an applicant for a license under this chapter in connection with the substantive requirements of applicable codes, operating procedures, and other similar knowledge related to the operation of a crane(s).

SECTION 2. Section 4-288-030 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-030 Application – Qualification for examination.

(a) An applicant for a crane operator's license shall file an application with the commissioner ~~of buildings in writing~~ on a form ~~supplied~~ provided by the commissioner and in accordance with reasonable requirements determined by the commissioner.

(b) To qualify to take the crane operator's license examination, the applicant must provide evidence in a form acceptable to the ~~building~~ commissioner that:

(Omitted text is unaffected by this ordinance)

E. The applicant has the present physical ability to safely operate a crane; ~~and~~

F. The applicant has the ability to read, write and speak English at a level that allows effective communication on the job site-; and

G. After November 10, 2014 or the date applicable to paragraphs (a)(2) and (f) of 29 CFR 1926.1427 as set forth in 29 CFR 1926.1427(k)(1), whichever comes later, the applicant has a current and valid certification issued by an approved accredited certifying entity identifying the type(s) of crane that the applicant is certified to operate.

(Omitted text is unaffected by this ordinance)

SECTION 3. Section 4-288-040 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-040 Examinations – Administration, regulation and enforcement.

The ~~building~~ commissioner is authorized to adopt ~~such~~ reasonable rules and regulations ~~as to necessary or appropriate to implement the requirements of this chapter, including, but not limited to,~~ the time, manner and content of the crane operator's examination. ~~that will~~ Such rules and regulations shall allow the full assessment of (i) ~~enable the department to fully assess the competency and fitness of each applicant to operate the type of crane for which a license under this chapter is being sought and. The examination shall~~ (ii) require the applicant to show or demonstrate an acceptable degree of knowledge of crane operation and related safety practices. The commissioner ~~of buildings may~~ shall establish specific written and practical examinations for the various types of cranes covered by this chapter if the operation of such type of crane requires operator certification or qualification under 29 CFR 1926.1400. Provided, however, that if operator certification or qualification is not required under 29 CFR 1926.1400 for a particular type of crane covered by this chapter, the commissioner may establish or otherwise require specific written and/or practical examinations for such type of crane. ~~The members of the~~ The board of crane operators examiners established pursuant to Section 2-116-250 shall assist the ~~building~~ commissioner in the administration, regulation

and the enforcement of the examination and licensing provisions of this chapter.

SECTION 4. Section 4-288-050 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-050 Examination – Exemptions and waivers.

~~Any person who is employed as or who can show evidence of having been employed as a crane operator, as defined by this chapter, at any time during the 24 months preceding the effective date of this chapter shall be exempt from the crane operator's licensing requirements until January 1, 1992.~~

The building commissioner, in consultation with the board of crane operators examiners, may promulgate rules and regulations waive waiving or otherwise exempting applicants for a license under this chapter from such portions of the examinations any examination required under this chapter based on objective criteria, set forth in such rules and regulations, that the commissioner determines are consistent as he deems proper with public safety for any person with a minimum of 6,000 hours' experience as a crane operator within the five years preceding January 1, 1991. The experience must be attested by an affidavit from the person(s) that employed the applicant.

SECTION 5. Section 4-288-060 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-288-060 License – Issuance.

An applicant who successfully passes the crane operator's examination or is granted a waiver of the examination pursuant to Section 4-288-050, and who otherwise meets the requirements of this chapter, shall be issued a license by the commissioner of buildings upon payment of the required fees.

SECTION 6. Section 4-288-070 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-070 License – Classification.

The commissioner may ~~issue~~ promulgate rules and regulations for various classes of licenses reflecting the different levels of competency of a crane operator.

The classification of licenses shall include, but are not limited to, the following:

Class I: Tower, mobile and other types of cranes and derricks. The commissioner may promulgate rules and regulations establishing sub-categories of equipment within this Class I license.

Class II: Miscellaneous machines. The commissioner may promulgate rules and regulations establishing sub-categories of equipment within this Class II license.

~~Tower Crane Operator's License. This license shall authorize the operation of tower cranes and derricks operated from a fixed location within, attached to, or adjacent to the building undergoing construction, repair or demolition;~~

~~Mobile Crane Operator's License. This license shall authorize the operation of mobile cranes regardless of mounting or means of mobility including track mounted cranes, crawler cranes, truck mounted cranes, and truck mounted tower cranes;~~

~~Drum Hoist Operator's License. This license shall authorize the operation of drum hoisting and rack and pinion types of equipment located within or affixed to the structure undergoing construction, repair or demolition.~~

SECTION 7. Section 4-288-080 of the Municipal Code of Chicago is hereby repealed in its entirety.

SECTION 8. Section 4-288-090 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-090 License — Term — Renewals — Reinstatement Fee.

The crane operator's license shall be valid for not less than one and not more than ~~four~~ five years from the date of issuance. The license may be renewed (1) upon payment of the required license renewal fee prior to or within three months of expiration of a valid operator's license; and (2) after the date set forth in Section 4-288-030(G), upon proof that the applicant has a current and valid certification issued by an approved accredited certifying entity identifying the type(s) of crane that the applicant is certified to operate; provided, however, that this item (2) shall not apply if no national certification exists for specific machines the operation of which requires a Class II license under this chapter. Expired licenses ~~are renewable~~ may be reinstated within ~~one year~~ three years of expiration upon payment of a ~~\$50.00~~ \$100.00 reinstatement fee ~~along with~~ in addition to the ~~required~~ renewal fee for each year in which the license was expired.

SECTION 9. Section 4-288-100 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language

underscored, as follows:

4-288-100 Examination and license fees.

(a) Examination fees – General. The fee for ~~the~~ any initial crane operator's examination administered by the department shall be \$150.00 for any required written examination and \$250.00 for any initial required practical examination. Applicants seeking to be examined for more than one license classification shall pay \$75.00 for each additional required written or practical examination required administered by the department. Provided, however, that no examination fee shall be assessed by the department if the required examination is administered by an approved accredited certifying entity.

(b) License fee. The fee for a crane operator's license shall be ~~\$50.00 for each year the license is in effect~~ \$100.00 for a one year license and \$300.00 for a license in effect for five years.

SECTION 10. Section 4-288-110 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-110 Apprentice crane operators – Permit required.

An apprentice crane operator's certificate permit may be issued to an individual by the commissioner authorizing the apprentice to for the performance of work as a an apprentice crane operator under the direct supervision and responsible control of a licensed crane operator properly licensed under this chapter. Applicants for ~~an~~ such apprentice ~~certificate~~ must permit shall submit to the department a notarized statement from an employer of licensed crane operators under whom the apprentice will be working, or from an officer of a training program approved by the commissioner. Such statements shall contain a certification stating that the applicant will receive training under the direct supervision and responsible control of a licensed crane operator. The fee for an ~~apprentice registration permit~~ shall be \$35.00 \$50.00. The ~~certificate~~ apprentice permit shall be valid for one year and may be renewed at a cost of ~~\$35.00~~ \$50.00.

SECTION 11. Section 4-288-120 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-120 Carrying license, ~~or certificate or permit~~ while operating crane – Required.

At all times while operating a crane, Each licensed crane operator the licensee or apprentice shall carry his or her license, or certificate of registration or apprentice permit, as applicable, on his or her person while operating a crane. Failure to produce a crane

operator's license, certificate of registration or apprentice ~~certificate~~ permit upon request of the ~~building~~ commissioner or his representative while operating a crane shall be punishable by a fine of ~~\$50.00~~ \$200.00.

SECTION 12. Chapter 4-288 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-288-122, as follows:

4-288-122 Permit to assemble or jump cranes – When required – Unlawful acts.

(a) Prior to assembling or jumping any tower crane or derrick type equipment, a permit authorizing such activity shall be obtained from the department by the person responsible for obtaining such permit. The application for such permit shall be in a form, and accompanied by information or materials, reasonably required by the commissioner. The commissioner is authorized to promulgate rules and regulations identifying the person(s) responsible for obtaining the permit required under this subsection.

(b) It shall be unlawful for any person responsible for obtaining the permit required under subsection (a) of this section, as such person is defined in rules and regulations duly promulgated by the commissioner, to assemble or jump any crane for which such permit is required without first having obtained such permit.

(c) No modification to any crane, derrick, foundation, tie-in, or configuration shall be allowed without the prior written approval of the department.

SECTION 13. Chapter 4-288 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-288-125, as follows:

4-288-125 Notification of accident or safety issue -- Required.

It shall be the duty of each crane operator or person employing such crane operator to immediately report to the department any and all accidents or safety issue(s) regarding the operation, assembly, disassembly or jumping of a crane.

SECTION 14. Chapter 4-288 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-288-127, as follows:

4-288-127 Safe equipment – Required.

(a) All crane equipment shall be kept in safe working condition at all times by the owner and licensee.

(b) If any safety or operational aid used or required to be used in connection with the operation of a crane is not working properly, the person operating such crane

shall immediately shut down the crane until such time that the required safety or operational aid is repaired or replaced and the crane is restored to proper working order.

(c) The commissioner may promulgate rules and regulations to protect the public safety in connection with the operation, maintenance, assembly, disassembly or jumping of cranes. Such regulations may include any structural, communication, reporting or other requirements deemed by the commissioner to be necessary or appropriate to securing the safety of the crane operator or the general public.

SECTION 15. Chapter 4-288 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-288-128, as follows:

4-288-128 Failure to comply with rules and regulations – Unlawful act.

It shall be unlawful for any person to violate any applicable rule or regulation duly promulgated by the commissioner under this chapter.

SECTION 16. Section 4-288-130 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-130 License – Revocation, suspension or nonrenewal.

The commissioner of ~~buildings~~ may revoke, suspend or refuse to renew the license of any crane operator or the permit of any apprentice who is found to be grossly negligent or incompetent in the operation of a crane or whose actions show continuous carelessness or willful disregard for the health and safety of the public or others while operating or assisting in the operation of a crane or who misrepresents a material fact in applying for ~~an operator's a license or apprentice permit under this chapter~~. No such license or apprentice permit shall be revoked or suspended or not renewed except after a public hearing by the board of crane operators examiners upon written notice to the licensee or apprentice, as applicable, and after affording the licensee or apprentice an opportunity to appear and defend. If Provided, however, that if the building commissioner has ~~reason~~ good cause to believe that ~~the~~ continued operation of a crane by a particular licensee or apprentice will immediately threaten public safety, ~~he the commissioner~~ may, upon issuance of a written order stating the reason for such conclusion and without notice or hearing, ~~order prohibit~~ the licensee or apprentice ~~barred from the operation of operating or assisting in the operation of~~ a crane for a period of time not more than to exceed ten calendar days; provided, however, that giving the licensee or apprentice shall be afforded an opportunity to be heard during such period of time.

SECTION 17. Section 4-288-140 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-288-140 Violation – Penalty.

(a) Any person who operates a crane without meeting the requirements of this ~~ordinance chapter or any rule or regulation promulgated thereunder~~ shall be subject to a fine of ~~\$500.00~~ not less than \$1,000.00 nor more than \$10,000.00 for each violation. Each day of illegal operation shall constitute a separate ~~violation~~ and distinct offense.

(b) Any person who ~~knowingly~~ employs an unlicensed person as a crane operator or who permits or directs an unlicensed person to operate a crane shall be subject to a fine of ~~\$1,000.00~~ not less than \$2,000.00 nor more than \$30,000.00 for each violation. Each day of illegal operation shall constitute a separate ~~violation~~ and distinct offense.

SECTION 18. This ordinance shall take full force and effect upon its passage and publication.



City of Chicago



O2013-7626

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acquisition and development of property at Lindblom Math and Science Academy for parking lot and ancillary improvements
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Public Building Commission, I transmit herewith an ordinance authorizing an acquisition of property for Lindblom Math and Science Academy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, pursuant to the provisions of an Act to Authorize the Creation of public building commissions and to define their rights, powers and duties, as amended (the "Act"), the City Council (the "City Council") of the City of Chicago (the "City") created the Public Building Commission of Chicago (the "Commission") for the purpose of facilitating the acquisition, development and construction of public buildings and improvements; and

WHEREAS, pursuant to the Act, the Commission is a municipal corporation and constitutes a body both corporate and politic separate and apart from the City; and

WHEREAS, the Commission has heretofore undertaken a program involving the acquisition, construction, alteration, repair, renovation, rehabilitation, enlargement and improvement of public elementary schools and related ancillary facilities for use by the City and the Board of Education of the City (the "Board"); and

WHEREAS, the Department of Housing and Economic Development ("DHED") of the City has requested that the Commission designate and acquire certain property located in the 6100 block of South Winchester Avenue, Chicago, Illinois and legally described on Exhibit A hereof (the "Property"), with funds to be provided by or on behalf of the City, for acquisition and development of a parking lot and ancillary improvements (the "Project") to be used in conjunction with the adjacent Lindblom Math and Science Academy; and

WHEREAS, by resolution adopted on September 10, 2013, the Board of Commissioners of the Commission selected, located and designated the Property for acquisition and development of parking improvements for the use and benefit of the adjacent Lindblom Math and Science Academy and the Board; and

WHEREAS, following the acquisition and development of the Property, the Commission at the request of DHED will convey the Property to the City of Chicago in Trust for the Use of Schools; and

WHEREAS, the City is or will become the owner of certain parcels commonly known as 6100 S. Winchester (PIN 20-18-416-023), 6108 S. Winchester (PIN 20-18-416-026) and 6142 S. Winchester Avenue, Chicago, Illinois and legally described on Exhibit B hereof (the "Property") (collectively, the "City-owned Parcels") that are situated within the boundaries of the Property; and

WHEREAS, subsequent to the completion of the development and construction of the Project, the City will convey the City-owned Parcels to the City of Chicago in Trust for the Use of Schools without further authorization by the City Council; and

WHEREAS, the Property lies wholly within the territorial limits of the City, is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for such purposes; and

WHEREAS, pursuant to the requirements of Section 14 of the Act, the Commission has requested that the City Council approve the Property, so selected, located and designated by the Commission, as a site to be acquired for development and construction of a parking lot and

ancillary improvements for the use and benefit of Lindblom Math and Science Academy and the Board; and

WHEREAS, pursuant to Section 14(b) of the Act, the Commission has the authority to acquire fee simple title to the Property including, if necessary, through the exercise of the power of eminent domain; and

WHEREAS, the City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its governmental affairs; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council and are incorporated herein by reference.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary for the Commission, on behalf of the City, to acquire the Property legally described on Exhibit A for the public purposes set forth in the Recitals. The City hereby approves the selection, location and designation of the Property for acquisition and development of a parking lot and ancillary improvements for the use and benefit of the Lindblom Math and Science Academy and the Board.

SECTION 3. The City approves the Commission's authority to negotiate with the owner(s) for the purchase of the Property. If the Commission and the owner(s) are able to agree on the terms of the purchase, the Commission is authorized to purchase the Property on behalf of the City for the agreed price. If the owner(s) is or are unable to enter into such a transaction or deliver clear and merchantable title to the Commission, or if the owner(s) cannot be located, the Commission, may with the prior written direction of DHED, institute and prosecute condemnation proceedings for the purpose of acquiring fee simple title to the Property under the Commission's power of eminent domain.

SECTION 4. The City approves the conveyance of the City-owned Parcels to the City of Chicago in Trust for the Use of Schools following the completion of the development and construction of the Project.

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 effective immediately upon its passage.

EXHIBIT A

LINDBLOM MATH AND SCIENCE ACADEMY
PARKING LOT DEVELOPMENT

Property Located at
6100-6158 S. Winchester Avenue
Chicago, Illinois 60636

(subject to final title commitment and survey)

LOTS 156 TO 179 IN E. A. CUMMINGS AND COMPANY'S 63RD STREET SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 6100 – 6158 S. WINCHESTER AVENUE, CHICAGO, ILLINOIS

PINS: 20-18-416-023 thru -029
20-18-416-031 thru -046

EXHIBIT B

**LINDBLOM MATH AND SCIENCE ACADEMY
PARKING LOT DEVELOPMENT**

City-Owned Property

**Property Located at
6100, 6108 and 6142 S. Winchester Avenue
Chicago, Illinois 60636**

(subject to final title commitment and survey)

Legal Description:

LOT 179, LOT 176, THE SOUTH 20 FEET OF LOT 163, AND LOT 162 (EXCEPT THE SOUTH 15 FEET THEREOF) IN E. A. CUMMINGS AND COMPANY'S 63RD STREET SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN's and Addresses:

20-18-416-023	6100 S. Winchester Avenue
20-18-416-026	6108 S. Winchester Avenue
20-18-416-038	6142 S. Winchester Avenue



City of Chicago



A2013-114

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Linda L. Mastandrea as member of Building Board of Appeals
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to the Building Board of Appeals

Your favorable consideration of these appointments will be appreciated.

Very truly yours,


Mayor

James 3/5



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Linda L. Mastandrea as a member of the Building Board of Appeals for a term effective immediately and expiring October 31, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-115

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Agustin Gomez-Leal as member of Building Board of Appeals
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Agustin Gomez-Leal as a member of the Building Board of Appeals for a term effective immediately and expiring October 31, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-116

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Samuel S. Marts and John H. Haige as members of Special Service Area No. 33, Wicker Park and Bucktown Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Samuel S. Marts and John H. Paige as members of Special Service Area No. 33, the Wicker Park and Bucktown Commission, for terms effective immediately and expiring September 13, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-117

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Jimmy Akintonde and Richard E. Zulkey as members of Building Board of Appeals
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Jimmy Akintonde and Richard E. Zulkey as members of the Building Board of Appeals for terms effective immediately and expiring April 21, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-120

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Angela C. Hurlock and Maxine V. Mitchell as members of Chicago Development Fund Advisory Board
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Angela C. Hurlock and Maxine V. Mitchell as members of the Chicago Development Fund Advisory Board for terms effective immediately and expiring December 31, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



James M. Smith



City of Chicago



A2013-121

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Everett G. Rand as member of Board of Trustees of Community College District No. 508
Committee(s) Assignment:	Committee on Education and Child Development



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to the Board of Trustees of Community College District No. 508.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Everett G. Rand as a member of the Board of Trustees of Community College District No. 508 for a term effective immediately and expiring June 30, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-8013

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Approval of Amendment No. 2 to Englewood Mall Tax Increment Financing (TIF) Redevelopment Plan and Project
Committee(s) Assignment:	Committee on Finance



FIN.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the Englewood Mall TIF Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

WHEREAS, under ordinances adopted on November 29, 1989, and published in the Journal of Proceedings of the City Council for such date at pages 7022 through 7071, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4-1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Redevelopment Plan") for a portion of the City known as the "Englewood Mall Redevelopment Project Area" (the "Redevelopment Project Area") (such ordinance being defined herein as the "Plan Ordinance"); (ii) designated the Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance") and, (iii) adopted tax increment financing for the Redevelopment Project Area (the "TIF Adoption Ordinance") (the Plan Ordinance, the Designation Ordinance and the TIF Adoption Ordinance are collectively referred to in this ordinance as the "TIF Ordinances"); and

WHEREAS, pursuant to an ordinance adopted on December 17, 2008, and published in the Journal for such date at pages 51069 to 51124, the Corporate Authorities determined that an amendment to the Plan ("Amendment Number 1") (the Plan, as amended by Amendment Number 1, is hereinafter referred to as the "Amended Plan") was necessary, among other things, in order to expand acceptable land uses in several locations; and

WHEREAS, the Redevelopment Plan established the estimated dates of completion of the redevelopment project described in the Redevelopment Plan and of the retirement of obligations issued to finance redevelopment project costs to be not more than twenty-three (23) years from the date of the adoption of the Plan Ordinance, such ultimate retirement date occurring in the year 2025, and the Corporate Authorities made a finding in the Plan Ordinance that such dates were not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 96-0773 (the "Amendatory Act"), which became effective August 28, 2009, amended the Act, among other things, to change Section 11-74.4-3.5 of the Act to provide that the date by which redevelopment projects in the Redevelopment Project Area must be completed and obligations issued to finance redevelopment project costs (including refunding bonds under Section 11-74.4-7 of the Act) must be retired to be no later than December 31 of the year in which the payment of the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving the redevelopment project area was adopted; and

WHEREAS, the Corporate Authorities desire to amend the Redevelopment Plan to conform the Redevelopment Plan to Section 11-74.4-3.5 of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in amended Section 11-74.4-3(n)(3); and

WHEREAS, the Corporate Authorities further have determined that an amendment to the Redevelopment Plan, entitled "Amendment No. 2 to the Englewood Mall Tax Increment Financing Redevelopment Plan and Project," a copy of which is attached hereto as Exhibit A ("Plan Amendment No. 2") is necessary to extend the life of the Redevelopment Project Area, to make other minor changes to update the Redevelopment Plan to reflect the City's current policies, to update the proposed land use map; and

WHEREAS, a Public Meeting was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on June 18, 2013 at 12:00 p.m. at the Ogden Park, 6500 S. Racine Avenue, Chicago, IL 60636; and

WHEREAS, Plan Amendment No. 2 was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since June 28, 2013, being a date not less than 10 days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 13-CDC-24 on July 9, 2013, fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Community Development; and

WHEREAS, pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of Plan Amendment No. 2 was sent by mail on July 16, 2013 which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC-24 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; 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 Economic Opportunity of the State of Illinois by certified mail on July 12, 2013, by publication in the Chicago Sun-Times or Chicago Tribune on August 13, 2013 and August 20, 2013, by certified mail to taxpayers within the Area on August 19, 2013; 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 August 2, 2013 at 10:00 a.m., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of Plan Amendment No.2 and other matters, if any, properly before it; and

WHEREAS, pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of Plan Amendment No. 2 on September 19, 2013; and

WHEREAS, the Commission has forwarded to the City Council a copy of its Resolution 13-CDC-29 attached hereto as Exhibit B, adopted on September 10, 2013, recommending to the City Council approval of Plan Amendment No. 2, among other related matters; and

WHEREAS, the Corporate Authorities have reviewed Plan Amendment No. 2, testimony from the Public Meeting and 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,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

SECTION 2. Approval of Amendment to Redevelopment Plan. Plan Amendment No. 2 is hereby approved. Except as amended hereby, the Redevelopment Plan shall remain in full force and effect.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Redevelopment Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Redevelopment Plan, as amended by Plan Amendment No. 2, conform to the provisions of Section 11-74.4-3.5 of the Act, as amended by the Amendatory Act.

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

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

EXHIBIT A

See attached pages.

2013 JUN 28 PM 12:45
CITY CLERK

City of Chicago
Englewood Mall
Tax Increment Financing
Redevelopment Plan and Project

Plan Adopted: November 29, 1989
Amendment No. 1: December 17, 2008

Amendment No. 2
June 28, 2013
City of Chicago
Rahm Emanuel
Mayor



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**Englewood Tax Increment Financing
Redevelopment Plan and Project**

Amendment No. 2

EXECUTIVE SUMMARY

To induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the "Act"), the City Council of the City of Chicago (the "City") adopted three ordinances on November 29, 1989, approving the Englewood Mall TIF Redevelopment Plan & Project (the "Original Plan"), designating the Englewood Redevelopment Project Area (the "Project Area" or "RPA") as a redevelopment project area under the Act, and adopting tax increment allocation financing for the Project Area. The Original Plan was initially completed in August 1989 and amended on November 17, 2008 pursuant to an ordinance adopted by the City Council of the City on December 17, 2008 to reflect minor changes to the Original Plan's text and expand acceptable land uses in several locations (the "First Amendment", and together with the Original Plan, the "First Amended Plan"). The First Amended Plan is attached as Exhibit 7.

The Plan is being amended again to extend the estimated date of completion of the Redevelopment Project pursuant to Public Act 097-0807 authorizing the extension and update the Proposed Land Use Map to allow residential use in selected locations within the Project Area. This amendment (the "Second Amendment," and together with the Original Plan, the "Second Amended Plan") also accommodates minor language changes reflecting updates to the TIF Act since the date of the First Amended Plan. The amendments are outlined below and follow the format of the Original Plan.

This Second Amended Plan summarizes the analyses and findings of the consultant's work, which, unless otherwise noted, is the responsibility of the consultant. The City is entitled to rely on the findings and conclusions of this Second Amended Plan in amending the First Amended Plan under the Act. The consultant has prepared this Second Amended Plan with the understanding that the City would rely: 1) on the eligibility findings and conclusions of the Original Plan, and 2) on the fact that the Original Plan contains the necessary information to be compliant with the Act.

The Englewood Mall RPA is generally bounded by 63rd Parkway to the north, Wallace Street to the east, 63rd Street to the south, and Morgan Street to the west. The RPA contains a total of 188 parcels and approximately 34.5 acres of land.

Section I: Introduction and Background

No changes.

Section II: Redevelopment Project Area and Legal Description

No changes.

Section III: Blighted Area Conditions Existing in the Redevelopment Project Area

No changes.

Section IV: Redevelopment Project Area Goals and Objectives

Under Section IV, insert the following text at the end of the section immediately following the last sentence "Job creation associated with the project will provide new, improved employment opportunities for community and City residents" as a separate paragraph:

To meet the goals and objectives of this Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Plan.

Section V: Redevelopment Project

Under Section V, Subsection B, replace the second paragraph with the following text:

On the south side of 63rd Street, the full block within the RPA that is between Peoria and Sangamon Streets shall have a land use designation as "mixed use residential/institutional."

Under Section V, Subsection B, insert the following text immediately after Paragraph 2:

On the north side of 63rd Street, the entire area bound by Halsted Street on the east, and by 63rd Parkway on the north and west, shall have a land use designation as "mixed use commercial/retail/institutional/residential."

Under Section V, Subsection C, replace the heading, "Interest Rate Writedown," with the following text:

Interest Costs

Under Section V, Subsection C, add the following text under the heading "Affordable Housing Construction":

The City requires that developers who receive TIF assistance for market rate housing set aside

20 percent of the units to meet affordability criteria established by the City's Department of Housing and Economic Development or any successor agency. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 100 percent of the area median income, and affordable rental units should be affordable to persons earning no more than 60 percent of the area median income.

Under Section V, Subsection C, add the following text under the heading "Relocation":

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Project Area, and to meet the other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

Under Section V, Subsection C, insert the following text at the end of the subsection under a new heading:

Intergovernmental Agreements

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels (collectively referred to as "Redevelopment Projects").

Under Section V, Subsection D, delete and replace the entire subsection with the following text:

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Plan (the "Redevelopment Project Costs.")

In the event the Act is amended after the date of the approval of this Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Table 1 or otherwise adjust the line items in Table 1 without amendment to this Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Plan.

1. Eligible Redevelopment Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans and specifications, implementation

and administration of the Plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;

b) The costs of marketing sites within the Project Area to prospective businesses, developers and investors;

c) 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, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

e) Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification subject to the limitations in Section 11-74.4-3(q)(4) of the Act;

f) Costs of job training and retraining projects including the cost of welfare to work programs implemented by businesses located within the Project Area;

g) 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 thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;

h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

i) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;

j) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by

Section 74.4-3(n)(7) of the Act;

k) Payment in lieu of taxes, as defined in the Act;

l) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;

m) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
5. up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

n) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the City may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act;

o) The costs of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, low-income families means families whose annual income does not exceed 80 percent of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

p) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;

q) If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

TABLE 1**REDEVELOPMENT PROJECT- ESTIMATED PROJECT COSTS**

<u>Program Action/ Improvement</u>	<u>Estimated Cost(s)</u>
Acquisition and Assembly	\$4,849,100
Affordable Housing Construction Costs	\$4,659,600
Infrastructure Improvements (Utilities, Streets, Traffic Signals, Streetscaping, Landscaping, etc.) (1)	\$10,634,500
Demolition and/or Site Preparation and Clearance	\$5,116,600
Rehabilitation	\$1,114,700
Relocation	\$1,493,700
Interest Costs as Allowed under Paragraph (II) of Chapter 24, Par. 11-74.4-3 of the Act	\$1,571,800
Planning, Legal, Architectural, Engineering, Administrative and Other Professional Service Costs	\$1,582,900
Job Training, Retraining & Affirmative Action Consulting Services	\$1,315,400
Estimated Capitalized Interest and Costs of Issuance	\$3,177,000
Contingencies	\$1,772,400
TOTAL ESTIMATED COSTS (2) (3) (4)	\$37,287,700

- (1) This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.
- (2) Total Redevelopment Project Costs represent an upper limit on expenditures that are to be funded using tax increment revenues and exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs. Within this limit, adjustments may be made in line items without amendment to this Plan, to the extent permitted by the Act.
- (3) The amount of the Total Redevelopment Project Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.
- (4) All costs are in 2012 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

Under Section V, Subsection E, delete and replace entire subsection with the following text:

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur redevelopment project costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area may be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and the furtherance of the purposes of the Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 1 of this Plan.

Under Section V, Subsection F, delete and replace entire subsection with the following text:

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligations bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant

to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area is adopted.

Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

Under Section V, Subsection G, delete and replace entire subsection with the following text:

The 1988 Certified Initial EAV of all taxable parcels in the Project Area is \$3,868,736. This total EAV amount, by PIN, is summarized in Exhibit 6.

Under Section V, Subsection H, delete and replace entire subsection with the following text:

The 2025 EAV for the Englewood Mall RPA is projected to be approximately \$17,155,000. This estimate is based on several key assumptions, including an inflation factor of 2% per year on the EAV of all properties within the Englewood Mall RPA, with its cumulative impact occurring in each triennial reassessment year and an equalization factor of 2.9706 (2011), and an assumption that a mixed-use retail/residential development will occur within the RPA.

Section VI: Description of Components of Redevelopment Project

Under Section VI, Subsection B, delete and replace entire subsection with the following text:

The City is committed to and will affirmatively implement the following principles with respect to this Plan:

A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or

housing status.

B) Redevelopers must meet the City's standards for participation of 25 percent Minority Business Enterprises and 5 percent Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.

C) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

D) Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

Section VII: Scheduling of the Redevelopment Project

In Section VII, under subsection A, the entire subsection is replaced with the following text:

The Plan will be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31st of the year in which the payment to the City Treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Plan was adopted (i.e. by December 31, 2025). The private redevelopment investment and anticipated growth that will result from redevelopment and rehab activity in this Project Area is expected to increase the equalized assessed valuation by approximately \$13,287,000 over the 35-year period in which the Plan is in place.

Section VIII: Provisions for Amending the Tax Increment Redevelopment Project

Following Section VIII, insert new sections as follows:

Section IX: Financial Impact on Taxing Districts

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

Section X: Housing Impact Study

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is

unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment project plan.

The Project Area contains 99 single-room-occupancy units that were constructed in 2010. The City has certified that no residential displacement will occur as a result of the redevelopment plan.

APPENDIX

Exhibit 1: Legal Description

No changes.

Exhibit 2: RPA Boundary Map

Replace Exhibit 2 with the enclosed updated RPA Boundary Map that corrects a Scribner's error to the previous map.

Exhibit 3: Existing Land Use Map

No Changes.

Exhibit 4: Proposed Land Use Map

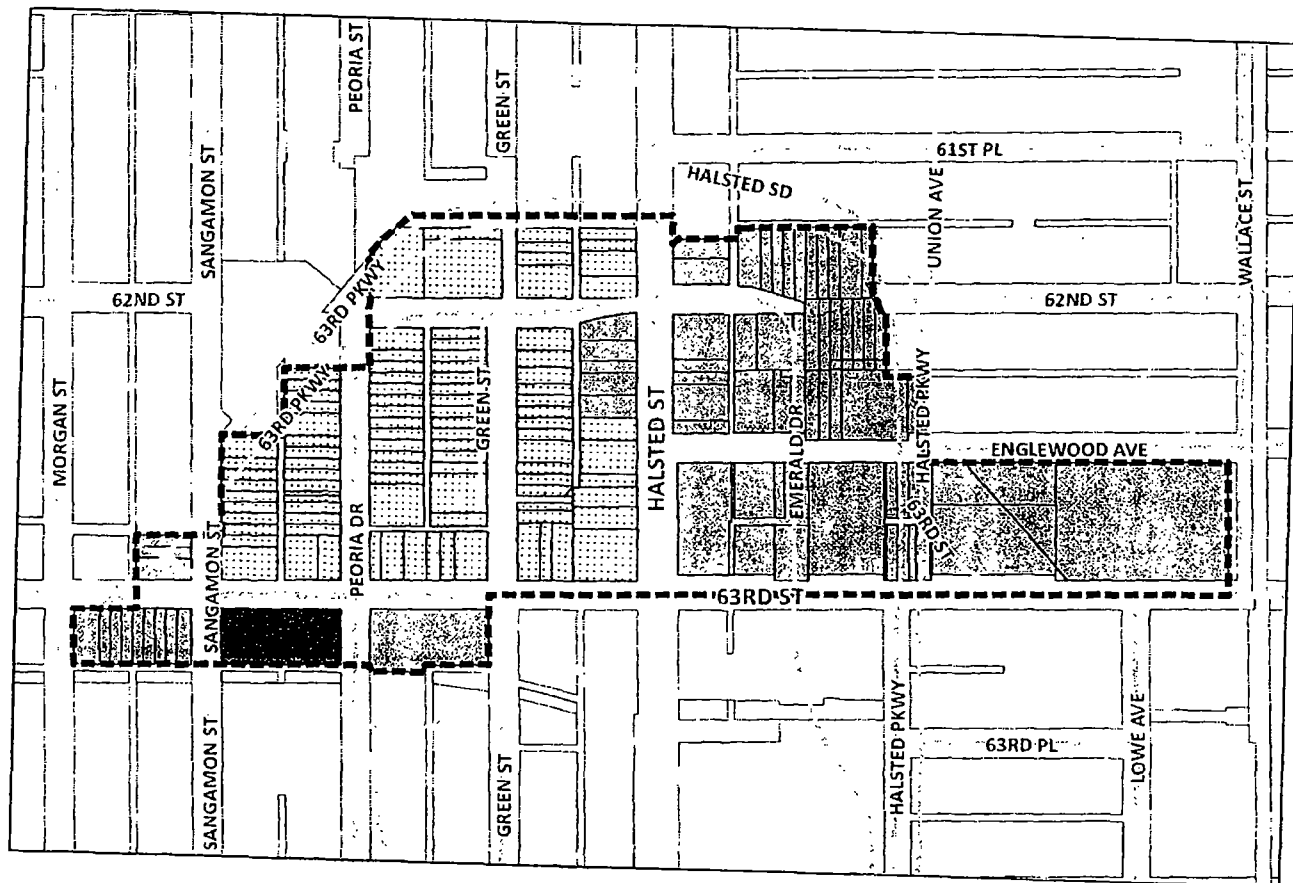
Replace Exhibit 4 with the enclosed new Proposed Future Land Use Map.

Exhibit 5: Criteria for Qualification

Immediately following Exhibit Five, insert new exhibits as follows:

Exhibit 6: Certificate of Initial Equalized Assessed Valuation

Exhibit 7: First Amended Plan.



0 300 600 Feet



*Boundary based on Exhibit 1 Legal Description in the Englewood Mall Area Redevelopment Plan and Project August, 1989

Englewood Mall RPA Boundary*

Proposed Future Land Use

- Mixed Use Commercial/Retail/Institutional
- Mixed Use Commercial/Retail/Residential/Institutional
- Mixed Use Residential/Institutional

Exhibit 4: Proposed Future Land Use Plan Map

Englewood Mall TIF Redevelopment Plan and Project
Plan Amendment No. 2
June 10, 2013

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF INITIAL EQUALIZED ASSESSED VALUATION

I, DAVID D. ORR, do hereby certify that I am the duly qualified and acting Clerk of the County of Cook in the State of Illinois. As such Clerk and pursuant to Section 11-74.4-9 of the Real Property Tax Increment Allocation Redevelopment Act (Illinois Revised Statutes, Chap. 24) I do further:

CERTIFY THAT on December 29, 1989 the Office of the Cook County Clerk received certified copies of the following Ordinances adopted by the City of Chicago, Cook County, Illinois on November 29, 1989:

1. "An Ordinance Approving the Tax Increment Redevelopment Plan and Project for the Englewood Mall Redevelopment Area Tax Increment Financing Project";
2. "An Ordinance Designating the Englewood Mall Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and
3. "An Ordinance Adopting Tax Increment Allocation Financing for the Englewood Mall Redevelopment Tax Increment Financing Project".

CERTIFY THAT the area constituting the Tax Increment Redevelopment Project Area subject to Tax Increment Financing in the City of Chicago, Cook County, Illinois, is legally described in said Ordinances.

CERTIFY THAT the initial equalized assessed value of each lot, block, and parcel of real property within the said City of Chicago Project Area as of November 29, 1989 is as set forth in the document attached hereto and made a part hereof as Exhibit "A";

CERTIFY THAT the total initial equalized assessed value of all taxable real property situated within the said City of Chicago Tax Increment Redevelopment Project Area is:

TAX CODE AREA 72020	\$1,878,221
TAX CODE AREA 72021	\$127,596
TAX CODE AREA 72047	\$1,627,416
TAX CODE AREA 72048	\$62,263
TAX CODE AREA 72111	\$173,240

for a total of

THREE MILLION, EIGHT HUNDRED SIXTY-EIGHT
THOUSAND, SEVEN HUNDRED THIRTY-SIX
DOLLARS AND NO CENTS

(\$ 3,868,736.)

such total initial equalized assessed value as of November 29, 1989, having been computed and ascertained from the official records on file in my office and as set forth in Exhibit "A".

IN WITNESS WHEREOF, I have hereunto affixed my signature and the corporate seal of COOK COUNTY this 28th day of August 2012.

(S E A L)


County Clerk

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-16-318-044-0000	0
20-16-318-045-0000	5,597
20-16-318-046-0000	0
20-16-318-047-0000	0
20-16-318-048-0000	0
20-16-318-049-0000	0
20-16-318-050-0000	0
20-16-318-051-0000	0
20-16-318-052-0000	0
20-16-318-053-0000	0
20-16-318-095-0000	20,437
20-16-321-001-0000	246,370
20-16-321-002-0000	3,768
20-16-321-003-0000	19,507
20-16-321-004-0000	0
20-16-321-005-0000	0
20-16-321-006-0000	0
20-16-321-012-0000	0
20-16-321-058-0000	0
20-16-321-069-0000	0
20-16-321-123-0000	3,430
20-16-321-124-0000	3,430
20-16-321-125-0000	3,430
20-16-321-126-0000	3,430
20-16-321-127-0000	3,430
20-16-321-128-0000	3,430
20-16-321-129-0000	3,430

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-16-321-130-0000	3,430
20-16-321-131-0000	3,430
20-16-321-132-0000	3,430
20-16-321-133-0000	3,430
20-16-321-134-0000	3,431
20-16-321-135-0000	3,431
20-16-321-136-0000	3,431
20-16-321-137-0000	3,431
20-16-321-138-0000	3,431
20-16-321-139-0000	3,431
20-16-321-140-0000	3,431
20-16-321-141-0000	3,431
20-16-321-142-0000	3,431
20-16-324-002-0000	20,563
20-16-324-004-0000	0
20-16-324-011-0000	0
20-16-324-012-0000	0
20-16-324-013-0000	0
20-16-324-022-0000	0
20-16-324-023-0000	0
20-16-324-031-0000	4,662
20-16-324-032-0000	0
20-16-324-033-0000	0
20-16-324-034-0000	0
20-16-324-037-0000	0
20-16-324-039-0000	0
20-16-324-040-0000	0

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-16-324-056-0000	1,812
20-16-324-058-0000	5,842
20-16-324-060-0000	0
20-16-324-061-0000	0
20-16-324-062-0000	16
20-17-422-037-0000	0
20-17-422-038-0000	0
20-17-422-042-0000	0
20-17-422-043-0000	5,433
20-17-423-017-0000	0
20-17-423-019-0000	0
20-17-423-035-0000	0
20-17-423-036-0000	4,239
20-17-423-038-0000	0
20-17-423-039-0000	0
20-17-423-040-0000	0
20-17-428-033-0000	0
20-17-428-034-0000	0
20-17-429-011-0000	0
20-17-429-012-0000	0
20-17-429-013-0000	0
20-17-429-014-0000	0
20-17-429-015-0000	0
20-17-429-016-0000	0
20-17-429-017-0000	0
20-17-429-018-0000	0
20-17-429-019-0000	2,235

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-17-429-020-0000	9,076
20-17-429-023-0000	0
20-17-429-024-0000	0
20-17-429-025-0000	0
20-17-429-026-0000	0
20-17-429-027-0000	0
20-17-429-028-0000	0
20-17-429-029-0000	0
20-17-429-030-0000	0
20-17-429-031-0000	0
20-17-429-032-0000	0
20-17-429-034-0000	40,961
20-17-429-035-0000	40,961
20-17-429-036-0000	42,117
20-17-429-045-0000	131,121
20-17-429-046-0000	77,598
20-17-429-049-0000	0
20-17-429-050-0000	2,054
20-17-430-001-0000	0
20-17-430-002-0000	0
20-17-430-003-0000	0
20-17-430-004-0000	0
20-17-430-005-0000	0
20-17-430-006-0000	0
20-17-430-007-0000	0
20-17-430-008-0000	0
20-17-430-009-0000	0

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-17-430-010-0000	0
20-17-430-011-0000	0
20-17-430-012-0000	0
20-17-430-013-0000	0
20-17-430-014-0000	0
20-17-430-015-0000	0
20-17-430-016-0000	0
20-17-430-017-0000	0
20-17-430-018-0000	0
20-17-430-019-0000	0
20-17-430-020-0000	0
20-17-430-021-0000	0
20-17-430-022-0000	0
20-17-430-023-0000	0
20-17-430-024-0000	0
20-17-430-025-0000	0
20-17-430-026-0000	0
20-17-430-027-0000	0
20-17-430-028-0000	0
20-17-430-029-0000	0
20-17-430-030-0000	58,540
20-17-430-031-0000	55,278
20-17-430-032-0000	136,640
20-17-430-033-0000	37,796
20-17-430-034-0000	27,668
20-17-430-035-0000	57,553
20-17-431-001-0000	0

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-17-431-002-0000	0
20-17-431-003-0000	0
20-17-431-004-0000	0
20-17-431-005-0000	0
20-17-431-006-0000	0
20-17-431-007-0000	0
20-17-431-008-0000	0
20-17-431-009-0000	0
20-17-431-010-0000	0
20-17-431-011-0000	0
20-17-431-015-0000	121,486
20-17-431-017-0000	8,338
20-17-431-018-0000	30,267
20-17-431-021-0000	90,968
20-17-431-022-0000	121,459
20-17-431-023-0000	0
20-17-431-024-0000	0
20-17-431-025-0000	0
20-17-431-026-0000	60,576
20-17-431-028-0000	228,568
20-17-431-030-0000	0
20-17-431-031-0000	0
20-17-431-032-0000	0
20-17-431-033-0000	1,823
20-20-205-001-0000	21,302
20-20-205-002-0000	26,917
20-20-206-001-0000	40,064

TOTAL INITIAL EAV FOR TAXCODE: 72020

1,878,221

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH PROJECT AREA:	1988 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:

20-16-324-057-0000	851
20-16-324-059-0000	1,761
20-16-324-063-0000	81,879
20-20-204-001-0000	31,496
20-20-204-002-0000	0
20-20-204-003-0000	5,252
20-20-204-004-0000	2,119
20-20-204-005-0000	2,119
20-20-204-006-0000	2,119

TOTAL INITIAL EAV FOR TAXCODE: 72021	127,596

TOTAL PRINTED:	9

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-16-324-001-0000	678,882
20-16-324-019-0000	134,109
20-16-324-038-0000	461,477
20-17-423-037-0000	104,784
20-17-431-016-0000	21,534
20-17-431-019-0000	59,226
20-17-431-020-0000	68,940
20-17-431-027-0000	81,751
20-20-205-003-0000	10,596
20-20-205-004-0000	6,117

TOTAL INITIAL EAV FOR TAXCODE: 72047 1,627,416

TOTAL PRINTED: 10

CLRTM369

PAGE NO. 1

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-20-204-007-0000	20,356
20-20-204-008-0000	20,356
20-20-204-009-0000	21,551

TOTAL INITIAL EAV FOR TAXCODE: 72048	62,263

TOTAL PRINTED: 3

CLRTM369

PAGE NO. 1

DATE 08/16/2012 AGENCY: 03-0210-547 TIF CITY OF CHICAGO-ENGLEWOOD MALL

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1988 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

20-16-318-007-0000

173,240

TOTAL INITIAL EAV FOR TAXCODE: 72111

173,240

TOTAL PRINTED: 1

EXHIBIT B

See attached pages.

STATE OF ILLINOIS)
COUNTY OF COOK)SS

CERTIFICATE

I, Robert Wolf, the duly authorized and qualified 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 10th Day of September 2013 with the original resolution adopted at said meeting and noted 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 10th Day of September 2013

Rochester

ASSISTANT SECRETARY
Robert Wolf

**COMMUNITY DEVELOPMENT COMMISSION
OF THE
CITY OF CHICAGO**

RESOLUTION 13-CDC- 29

**RECOMMENDING TO THE CITY COUNCIL OF
THE CITY OF CHICAGO
FOR THE PROPOSED
ENGLEWOOD MALL REDEVELOPMENT PROJECT AREA:**

**APPROVAL OF AMENDMENT NO. 2 TO THE
REDEVELOPMENT PLAN AND PROJECT**

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

WHEREAS, the Commission is empowered by the Corporate Authorities to exercise certain powers set forth 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 Housing and Economic Development has conducted or caused to be conducted certain investigations, studies and surveys of the **Englewood Mall Redevelopment Project Area Amendment No. 2**, the street boundaries of which are described on 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 documents to the Commission for its review:

Englewood Mall Redevelopment Plan and Project Amendment No. 2 (the "Plan"); 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, a public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act, on **June at 18, 2013** at the Ogden Park, 6500 S. Racine Avenue, Chicago, IL 60636, (this date being more than 14 business days before the scheduled mailing of the notice of the Hearing [hereinafter defined], as specified in the Act), pursuant to notice from the City's Commissioner of the Department of Housing and Economic Development, given on **June 3, 2013**, (this date being more than 15 days before the date of the Public Meeting, as specified in the Act), by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act and, with a good faith effort, by regular mail, to all residents and to the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and to the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area); and

WHEREAS, the Report and Plan were made available for public inspection and review since **June 28, 2013**, being a date not less than 10 days before the Commission meeting at which the Commission adopted Resolution __-CDC-__ on **July 9, 2013** 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 Housing and Economic Development, Room 1000; and

WHEREAS, notice of the availability of the Report and Plan, including how to obtain this information, were sent by mail on **July 16, 2013** which is within a reasonable time after the adoption by the Commission of Resolution __-CDC__ to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located outside the proposed Area and within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were outside the proposed Area and closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, notice of the Hearing by publication was given at least twice, the first publication being on **August 13, 2013** a date which is not more than 30 nor less than 10 days prior to the Hearing, and the second publication being on **August 20, 2013**, both in the Chicago Sun-Times, being a newspaper of general circulation within the taxing districts having property in the Area; and

WHEREAS, notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on **August 22, 2013**, being a date not less than 10 days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three years; and

WHEREAS, notice of the Hearing was given by mail to the Illinois Department of Commerce and Economic Opportunity ("DECO") 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 DECO and all Board members, on **July 12, 2013**, being a date not less than 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 **July 12, 2013**, being a date not less than 45 days prior to the date set for the Hearing; and

WHEREAS, the Hearing was held on **September 10, 2013** at 1:00 p.m. at City Hall, 2nd Floor, 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 **August 2, 2013** at 10:00 a.m. (being a date at least 14 days but not more than 28 days after the date of the mailing of the notice to the taxing districts on **July 12, 2013** in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; 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 later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year 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 20 years;

d. To the extent required by Section 5/11-74.4-3(n) (6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;

e. The Plan will not result in displacement of residents from inhabited units.

f. 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;

g. 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 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;

h. If the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is (i) present, with that presence documented to a meaningful extent so that it may be reasonably

found that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

i. If the Area is qualified as a "conservation area" the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area; [and]

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: Sept 10, 2013

List of Attachments:

Exhibit A: Street Boundary Description of the Area

EXHIBIT A

Street Boundary Description of the Area

The Area is generally bounded by South of 61st Place on the north, 63rd Street on the south; Wallace Street on the east; and Morgan Street on the west.



City of Chicago



O2013-8042

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Approval of Amendment No. 2 to 105th and Vincennes Tax Increment Financing (TIF) Redevelopment Project and Plan
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the 105th/Vincennes TIF Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

**AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS
APPROVING AMENDMENT NO. 2 TO
THE 105TH & VINCENNES TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AND PLAN**

ORDINANCE

WHEREAS, under ordinances adopted on October 3, 2001 and published in the Journal of the Proceedings of the City Council of the City of Chicago for such date (the "**Journal of Proceedings**") at pages 67581 - 67675, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "**Act**"), the City Council (the "**City Council**") of the City of Chicago (the "**City**") (with the City Council and the Mayor of the City being defined in this ordinance as the "**Corporate Authorities**"); (i) approved a redevelopment plan and project (the "**Original Redevelopment Plan**") dated May 12, 1997 and revised September 20, 2001 for a portion of the City known as the "**105th & Vincennes Tax Increment Financing Redevelopment Project Area**" (the "**Redevelopment Project Area**") (such ordinance being defined in this ordinance as the "**Plan Ordinance**"), and (such area as described in the Plan Ordinance being defined in this ordinance as the "**Area**"); (ii) designated the Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act (the "**Designation Ordinance**"); and, (iii) adopted tax increment financing for the Redevelopment Project Area (the "**T.I.F. Adoption Ordinance**") (the Plan Ordinance, the Designation Ordinance, and the T.I.F. Adoption Ordinance are collectively defined in this ordinance as the "**T.I.F. Ordinances**"); and

WHEREAS, under an ordinance adopted on April 26, 2006 and published in the Journal of Proceedings at pages 74796 - 74886 and under provisions of Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the City Council approved an amendment revision dated November 30, 2005 to the Original Redevelopment Plan which revised and updated the Original Redevelopment Plan ("**Amendment No. 1**"); and

WHEREAS, it is desirable and in the best interests of the citizens of the City for the City to amend the Original Redevelopment Plan as amended by Amendment No. 1 to: (1) expand the boundaries of the Area to include approximately 855 acres of land adjacent to the Area; (2) add certain language to the Original Redevelopment Plan, as amended by Amendment No. 1 to address recent amendments to the Act; (3) add redevelopment project costs to the itemized list of redevelopment project costs set out in the Original Redevelopment Plan, as amended by Amendment No. 1; and (4) increase the total estimated redevelopment project costs stated in the Original Redevelopment Plan as amended by Amendment No. 1 by adopting this Amendment Number 2 to the Original Redevelopment Plan (designated Revision June 28, 2013), which is attached as Exhibit A ("**Amendment No. 2**"), with the Original Redevelopment Plan, as amended by Amendments No. 1 and No. 2 being defined in this ordinance as the "**Amended Plan**"; and

WHEREAS, the Amended Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act, at the offices of the City Clerk and the City's Department of Housing and Economic Development since June 28, 2013, being a date not less than 10 days before the meeting of the Community Development Commission of the City ("**Commission**") at which the Commission adopted Resolution 13-CDC-25 on July 9, 2013 accepting the Amended Plan for review and fixing the time and place for a public hearing ("**Hearing**"); and

WHEREAS, pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on July 16, 2013, which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC-25 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; 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 Economic Opportunity of the State of Illinois by certified mail on July 12, 2013, by publication in the *Chicago Sun-Times* or *Chicago Tribune* on August 13, 2013 and August 20, 2013, by certified mail to taxpayers within the Area on August 22, 2013; 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 August 2, 2013 at 10:00 am, to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Amended Plan, and other matters, if any, properly before it; and

WHEREAS, pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Amended Plan, pursuant to the Act on September 10, 2013; and

WHEREAS, the Commission has forwarded to the City Council a copy of its Resolution 13-CDC-30 attached hereto as Exhibit B, adopted on September 10, 2013, recommending to the City Council approval of the Amended Plan, among other related matters; and

WHEREAS, the Corporate Authorities have reviewed the Amended Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study), 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. Approval of the Amended Plan. The City hereby approves the Amendment No. 2 to the Redevelopment Plan pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act.

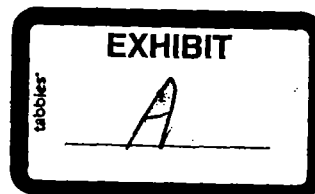
Section 4. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

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.

List of Attachments

- Exhibit A:** The Amended Plan
- Exhibit B:** CDC Resolution 13-CDC-30 recommending to City Council approval of Amendment No. 2 to the Original Redevelopment Plan
- Exhibit C:** Legal description of the Area
- Exhibit D:** Street location of the Area
- Exhibit E:** Map of the Area



**105th STREET AND VINCENNES AVENUE
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AND PLAN**

Plan Adopted: October 3, 2001
Amendment No.1: November 30, 2005

**Amendment No.2
June 28, 2013**

City of Chicago
Rahm Emanuel, Mayor

Department of Housing and Economic Development
Andrew J. Mooney, Commissioner

Prepared by:

Johnson Research Group Inc.
343 South Dearborn Street, Suite 404
Chicago, Illinois 60604

Ernest R. Sawyer Enterprises, Inc.
100 North LaSalle Street, Suite 1515
Chicago, Illinois 60602

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APPENDICES

- Exhibit I: Estimated Redevelopment Project Costs*
- Exhibit II: Added Area 2012 EAV by PIN and Original Area 2000 EAV by PIN*
- Exhibit III: 105th Street and Vincennes Avenue Project Area TIF Eligibility Study - Supplement 2*
- Exhibit IV: 105th Street and Vincennes Avenue Tax Increment Financing Housing Impact Study*
- Exhibit V: 105th Street and Vincennes Avenue TIF Redevelopment Project Area and Plan, including Amendment No. 1*

105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan

Amendment No.2

EXECUTIVE SUMMARY

Tax Increment Financing (“TIF”) is permitted by the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the “Act”). The Act provides a mechanism for municipalities, after meeting the requirements and procedures for establishing a redevelopment project area and a redevelopment plan, to mitigate blighting influences, encourage local growth and development, and attract new private development to the redevelopment area.

On October 3, 2001 the City Council of the City of Chicago (the “City”) adopted ordinances approving the 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan, as amended most recently by ordinance adopted on November 30, 2005 (collectively the “**Original Plan**”) and designating the 105th Street and Vincennes Avenue Redevelopment Project Area (the “**Original Project Area**”). The Original Plan included a legal description of the Original Project Area, assessment of TIF eligibility factors, goals and objectives, project costs, sources of funds, valuation of parcels, impacts on surrounding areas and taxing bodies, and a housing impact analysis.

Johnson Research Group (“JRG”) and ERS Enterprises, Inc. (“ERS”), or collectively, the “**Consultants**” have been engaged to prepare this Amendment to the Original Plan. The Original Plan, inclusive of all previous revisions and amendments, is being amended to:

1. Expand the boundaries to include approximately 855 acres of land adjacent to the 105th and Vincennes TIF. The land is generally bounded by 97th Street on the north; Wentworth Avenue on the east; 107th Street on the south; and St. Charles and Vincennes Avenues on the west (hereafter referred to as the “**Added Area**”);
2. Add certain language to the Original Plan in light of recent amendments to the Act;
3. Add redevelopment project costs to the itemized list of redevelopment project costs set out in the Original Plan; and
4. Increase the total estimated redevelopment project costs set out in the Original Plan.

Except as amended by this Amendment No. 2, the provisions of the Original Plan shall continue in full force and effect.

This Amendment No. 2 to the Original Plan includes 3,581 residential units. Therefore, a Housing Impact Study has been completed pursuant to Section 11-74.4-3(n) (5) of the Act (See **Section XIII, Housing Impact and Related Matters, 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan Amendment No. 2**).

This Amendment No. 2 summarizes the analysis and findings of the Consultants which unless otherwise noted, are the responsibility of the Consultants. The City of Chicago is entitled to rely on the findings and conclusions of this Amendment No. 2 in making the amendments to the

Original Plan provided for herein. The Consultants have prepared this Amendment No. 2 and the related Eligibility Study - Supplement 2 (Exhibit III) with the understanding that the City would rely: 1) on the findings and conclusions of this Amendment No. 2 and the adoption and implementation of this Amendment No. 2; and 2) on the fact that the Consultants have obtained the necessary information for this Amendment No. 2 and related Eligibility Report to comply with the Act.

MODIFICATIONS TO ORIGINAL PROJECT AND PLAN

References to the Project Area and the Redevelopment Plan

The 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area which was referred to as the “**Project Area**” will herein be referred to as the “**Original Project Area**”. The area proposed to be added to the Original Project Area will herein be referred to as the “**Added Area**”. The Original Project Area, as amended by the Added Area, shall be referred to herein as the “**Redevelopment Project Area**”.

Additionally, the 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan as amended, shall hereinafter be referred to as the “**Redevelopment Plan**”. The amendments to the Original Plan are outlined below with a Supplement 2 added to include the Eligibility Study for the Added Area. Each of the changes detailed below follow the format of the Original Plan.

Section I. INTRODUCTION

The first sentence of the second paragraph of this Section A of the Original Plan Introduction should be deleted and replaced with the following sentence:

“The subject of this report is an approximately 53 acre area located along the east side of Vincennes Avenue, between 103rd Street and 107th Street in the Washington Heights Community Area.”

A. TAX INCREMENT FINANCING

The following paragraph is to be added as the first paragraph of the Original Plan, Section A, of the Introduction:

“The Original Project Area was characterized by conditions that qualified it to be designated as a vacant and improved “blighted area” within the definitions stated in the Act.”

The following paragraph is to be added as the last paragraph of this Section A of the Introduction:

“This Amendment No. 2 has been formulated to amend the Original Plan in accordance with the provisions of the Act. The Redevelopment Plan is to serve as 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".

B. THE 105TH STREET AND VINCENNES AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA

The following paragraph is to be added as the first paragraph of the Original Plan, Section B of the Introduction:

"The Redevelopment Project Area encompasses approximately 908 acres of improved and vacant land inclusive of perimeter and interior streets. It includes the Original Project Area of approximately 53 acres plus the Added Area which includes approximately 855 acres. The boundaries of the Original Area have been expanded to include the Added Area which is generally bounded by 97th Street on the north; Parnell Street and to a lesser extent Wentworth Avenue on the east; 107th Street on the south; and St. Charles and Vincennes Avenues on the west. (See Redevelopment Plan **Figure Project Boundary Map, 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan**)."

The second paragraph of the Original Plan, Section B of the Introduction is to be changed to correct the Original Area acreage from 57.8 acres to 53 acres.

The following paragraph is to be added as the last paragraph of this Section B of the Introduction:

"The current land uses in the Added Area are predominantly residential (60%), with two primary commercial corridors located along 103rd Street and Halsted Street. A concentration of commercial uses can also be found along Vincennes Avenue. (See **Exhibit III, 105th and Vincennes TIF Eligibility Report - Supplement 2, Figures 2a and 2b Existing Land Use**)."

C. THE AMENDED 105TH STREET AND VINCENNES AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN

No changes.

Section II. LEGAL DESCRIPTION

Starting with paragraph two of the Original Plan Section II should be replaced in its entirety with the following:

"The Project Area is generally bounded by 97th Street on the north, 107th Street on the south, Wentworth Avenue on the east and Charles on the west.

The boundaries of the Redevelopment Project Area are legally described as follows:

THAT PART OF THE NORTHWEST 114 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN AS A TRACT AND

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 107TH STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF VINCENNES AVENUE; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF CHARLES STREET; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF 104TH STREET; THENCE EASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF VINCENNES AVENUE; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER PITTSBURGH CINCINNATI CHICAGO & ST. LOUIS RAILROAD; THENCE SOUTHEASTERLY ON THE LAST DESCRIBED LINE TO THE NORTH RIGHT-OF-WAY LINE OF 105TH STREET; THENCE EASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 57 EXPRESSWAY; THENCE SOUTHERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT -OF WAY LINE OF 107TH STREET; THENCE WESTERLY ON THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF SECTIONS 8, 9, 16 AND 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 107TH STREET WITH THE WESTERLY RIGHT OF WAY LINE OF VINCENNES AVENUE;

THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF CHARLES STREET; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF 104TH STREET;

THENCE WEST ON THE LAST DESCRIBED TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF CHURCH STREET;

THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF A PUBLIC ALLEY DEDICATED BY DOC. 14215147 AND RECORDED ON DEC. 17, 1947 SAID LINE ALSO BEING

APPROXIMATELY 16 FEET NORTH OF THE SOUTH LINE OF CLARK'S SUBDIVISION OF LOTS

1 AND 2 IN BLOCK 7 IN WASHINGTON HEIGHTS BEING A SUBDIVISION IN THE NW ¼ OF SECTION 17 AFORESAID; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO AN ANGLE POINT IN THE SAME PUBLIC ALLEY;

THENCE NORTHWESTERLY AND NORTHERLY ALONG THE WESTERLY LINE OF THE PUBLIC ALLEY (WHICH IS NOW VACATED) TO THE SOUTH RIGHT OF WAY LINE OF 103RD STREET;

THENCE CONTINUING NORTH ALONG THE PREVIOUSLY DESCRIBED LINE TO THE NORTH RIGHT OF WAY LINE OF 103RD STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 72 IN BLOCK 3 IN WASHINGTON HEIGHTS BEING A SUBDIVISION IN SECTION 8 AFORESAID;

THENCE NORTH ALONG THE LAST DESCRIBED LINE AND ITS NORTHERLY EXTENSION TO THE NORTH RIGHT OF WAY LINE OF 102ND PLACE; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE WESTERLY RIGHT OF WAY LINE OF CHARLES STREET;

THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND ITS NORTHERLY EXTENSION TO THE NORTH RIGHT OF WAY LINE OF 99TH STREET; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE WESTERLY RIGHT OF WAY LINE OF VINCENNES AVENUE;

THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8 AFORESAID; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH RIGHT OF WAY LINE OF 97TH STREET;

THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE WEST RIGHT OF WAY LINE OF HALSTED STREET; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF 97TH STREET;

THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE EAST RIGHT OF WAY LINE OF PARNELL AVENUE; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF 99TH STREET;

THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST RIGHT OF WAY LINE OF LOWE AVENUE;

THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE NORTH RIGHT OF WAY LINE OF 102ND STREET;

THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT BEING 33 FEET WEST OF THE EAST LINE OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9 AFORESAID;

THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9 AFORESAID;

THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION WITH A LINE BEING 50 FEET EAST OF THE WEST LINE OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 9 AFORESAID;

THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH RIGHT OF WAY LINE OF 102ND STREET;

THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE EASTERLY RIGHT OF WAY LINE OF WENTWORTH AVENUE; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF 104TH STREET;

THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST RIGHT OF WAY LINE OF WALLACE STREET;

THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF 106TH STREET;

THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST RIGHT OF WAY OF HALSTED STREET AS WIDENED;

THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF 107TH STREET;

THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WESTERLY RIGHT OF WAY LINE OF VINCENNES AVENUE ALSO BEING THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. "

Section III. ELIGIBILITY CONDITIONS

The following paragraphs are to be added following the final paragraph of the Original Plan, Section III, Eligibility Conditions in the Original Plan:

"The results summarized in this section are more fully described in a separate report which presents the definitions, applications and extent of the blight and conservation factors in the Added Area. The report, entitled 105th Street and Vincennes Avenue Tax Increment Financing Eligibility Study - Supplement 2 is attached as Exhibit III to this Amendment No. 2.

The Act authorizes Illinois municipalities to redevelop locally designated deteriorated areas through tax increment financing. In order for an area to qualify as a tax increment financing district, it must first be designated as a blighted area, a conservation area (or a combination of the two), or an industrial park conservation area as defined at 5/11-74.4-3(a) of the Act. Based on the criteria stated in the Act, the Added Area was determined to qualify as a conservation area. As stated in the Act a conservation area is:

"conservation area means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of three (3) or more of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area:

- (1) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- (2) Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- (3) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.
- (4) Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.
- (5) Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

- (6) Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- (7) Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- (8) Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are:
 - (i) of insufficient capacity to serve the uses in the redevelopment project area,
 - (ii) deteriorated, antiquated, obsolete, or in disrepair, or
 - (iii) lacking within the redevelopment project area.
- (9) Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one (1) or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.
- (10) Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
- (11) Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by

evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

(12) The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(13) The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years for which information is available."

The Added Area is an improved area consisting of the residential, commercial, and institutional land uses. The Added Area qualifies as a conservation area under the improved property criteria as stated in the Act. Specifically,

- Age Threshold: 90% of the buildings are 35 years of age or older;
- Of the 13 factors in the TIF Act, four (4) factors are present to a meaningful extent and reasonably distributed throughout the entire Added Area. The Act requires the presence of three or more factors. These include:
 1. Deterioration
 2. Inadequate Utilities
 3. Declining or Lagging EAV
 4. Lack of Community Planning
- Four (4) additional factors were found to be present to a lesser degree or limited extent within the Added Area. These factors include:
 1. Dilapidation;
 2. Obsolescence;
 3. Excessive Land Coverage and Overcrowding; and
 4. Deleterious Land Use or Layout.
- Additional findings of disinvestment are evidenced by a large presence of vacant lots scattered throughout the Added Area, location within a zip code with high foreclosure rates, and building permit activity showing relatively low levels of private investment.

It can be reasonably concluded that the Added Area (i) has not been subject to growth through investment by private enterprise, and (ii) would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan."

Section IV. REDEVELOPMENT GOALS AND OBJECTIVES

A. GENERAL GOALS

The following goal is hereby added to the General Goals as stated in Section IV. A. of the Original Plan:

“4. Foster the commercial development of Halsted Street to meet the needs of the residents of the community.”

Section V. REDEVELOPMENT PROJECT

A. OVERALL REDEVELOPMENT CONCEPT

The following paragraph is to be added as the last paragraph of the Original Plan Section V, Section A:

The Redevelopment Project Area should include increased commercial development along those previously established commercial corridors which will serve the needs of the growing community.

B. DEVELOPMENT AND DESIGN OBJECTIVES

The following is hereby added to the Land Use portion of Section V.B. Development and Design Objectives text of the Original Plan:

- Promote compatible retail/commercial development in pre-determined locations.
- Encourage the improvement of existing single family homes and the development of infill housing on existing residential blocks.
- Encourage private investment in new development and rehabilitation of buildings in the Project Area.
- Revitalize and restore the physical and economic conditions in this once thriving neighborhood by removing structurally substandard buildings, obsolete building types, deleterious uses, and other blighting influences.

Remove the following bullet point from Section V.B of the Development and Design Objective text of the Original Plan:

- Allow for limited and compatible commercial development in selected locations.

Transportation and Infrastructure

No changes.

Open Space and Pedestrian Facilities

No changes.

Urban Design

No changes.

C. REDEVELOPMENT IMPROVEMENTS AND ACTIVITIES

Section V. C of the Original Plan entitled, Redevelopment Improvements and Activities, shall be replaced with the following:

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

Property Assembly, Site Preparation and Environmental Remediation

To meet the goals and objectives of the Redevelopment Plan, the City may acquire and assemble property throughout the Redevelopment Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program, and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of having each acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Redevelopment Plan.

Affordable Housing

The City requires that developers who receive TIF assistance for market rate housing set aside 20 percent of the units to meet affordability criteria established by the City's Department of Housing and Economic Development or any successor department. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 100 percent of the area median income, and affordable rental units should be affordable to persons earning no more than 60 percent of the area median income.

Intergovernmental and Redevelopment Agreements

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one (1) or several parcels (collectively referred to as "Redevelopment Projects"). Such redevelopment agreements may be needed to support the rehabilitation or construction of allowable private improvements, in accordance with the Redevelopment Plan; incur costs or reimburse developers for other eligible redevelopment project costs as provided in the Act in implementing the Redevelopment Plan; and provide public improvements and facilities which may include, but are not

limited to utilities, street closures, transit improvements, streetscape enhancements, signalization, parking, surface right-of-way improvements, public schools and parks.

Terms of redevelopment as part of this redevelopment project may be incorporated in the appropriate redevelopment agreements. For example, the City may agree to reimburse a developer for incurring certain eligible redevelopment project costs under the Act. Such agreements may contain specific development controls as allowed by the Act.

Financial Impact on Taxing Districts

The Act requires an assessment of any financial impact of the Redevelopment Project Area on, or any increased demand for services from any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Redevelopment Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

Costs Eligible for Payment with TIF Funds Include:

Analysis, Professional Services and Administrative Activities

The City may undertake or engage professional consultants, engineers, architects, attorneys, and others to conduct various analyses, studies, administrative or legal services to establish, implement, and manage the 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 developers for interest costs incurred in connection with redevelopment activities in order to enhance the redevelopment potential of the Redevelopment Project Area.

Construction of New Low-Income Housing Pursuant to the Act

Pursuant to the Act, the City may pay from incremental tax revenues up to 50% of the cost of construction of new housing units to be occupied by low-income and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the City under this act or other constitutional or statutory or from other sources of municipal revenue that may be reimbursed from incremental tax revenues or the proceeds of bonds issued to finance the construction of that housing."

D. GENERAL LAND-USE PLAN

The Land-Use Plan that was approved as a part of the Original Plan shall remain in effect for the Original Project Area. The following paragraphs shall be added to the end of Section V. D. General Land Use Plan of the Original Plan:

"Figure 2A presents the General Land-Use Plan for the Added Area that will be in effect upon the adoption of this Amendment No. 2 of the 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan.

As indicated in Figure 4A the Added Area should be redeveloped as a planned and cohesive urban neighborhood which will provide sites for infill housing, parks and open space and commercial and mixed use development along two corridors. This should be accomplished with the intent that there is an attractive transition between residential and non-residential development.

- **Residential**

Residential uses may take the form of various single-family and multi-family developments, with density and height restrictions consistent with existing zoning. Open space and neighborhood-oriented community facilities are also acceptable in these residential areas along all interior streets. Since a majority of the existing Redevelopment Project Area is residential, the Redevelopment Plan seeks to promote residential infill on vacant properties and also encourages site assembly to allow for larger multi-family residential development where permitted. In areas where there are multiple adjacent vacant parcels and/or vacant residential buildings that are so deteriorated that demolition may become necessary in the near future, the Redevelopment Plan encourages site assembly for redevelopment of larger, multi-family residential development and infill housing.

- **Mixed Use (Commercial/Residential/Institutional)**

The Redevelopment Plan recognizes that attractive new commercial development, coupled with stabilization and expansion of existing businesses, will encourage investment in residential property as well as provide a diverse mix of job opportunities for the residents of the Redevelopment Project Area. Additionally, the Redevelopment Plan seeks widespread residential development which will ultimately create an increased demand for commercial and retail uses. Currently, there are opportunities to enhance existing retail and commercial corridors along 103rd Street to complement and promote expansion of existing smaller commercial nodes.

Additionally, along Halsted Street between 97th and 99th Streets there exists a diverse mix of commercial, retail and residential uses on the same block. Mixed Use (commercial, residential, and/or institutional) redevelopment is therefore encouraged in that area to revitalize and strengthen these commercial corridors that serve residents and businesses in and around the Redevelopment Project Area.

- **Commercial**

The Redevelopment Plan seeks to promote new commercial redevelopment along Halsted Street between 99th Street and 107th Street to create a productive and vibrant commercial corridor that would provide a variety of job opportunities for existing and future residents of the Redevelopment Project Area.

- **Public Improvements**

The creation of public infrastructure is needed to complement and attract private sector investment. Infrastructure improvements planned for the Added Area may include, but are not limited to, the following:

- Repair existing sidewalks, street furniture, street lighting, highlighting of pedestrian crosswalks, and other pedestrian-friendly amenities;
- Repair curbs, gutters and pedestrian walkways within the Redevelopment Project Area.
- Implementation of streetscape and building design guidelines that meet modern development needs and standards.
- New street lighting and streetscape improvements where deemed necessary for health and safety.
- Installation of additional traffic signals, signage, and traffic calming mechanisms where necessary;

These land use strategies are intended to direct development toward the most appropriate land use pattern for the various portions of the Redevelopment Project Area and enhance the overall development of the Redevelopment Project Area in accordance with the goals and objectives of the Redevelopment Plan. Locations of specific uses, or public infrastructure improvements, may vary from the **General Land Use Plan** as a result of more detailed planning and site design activities. Such variations are permitted without amendment to the Redevelopment Plan as long as they are consistent with the Redevelopment Plan's goals and objectives and the land uses and zoning approved by the Chicago Plan Commission."

E. REDEVELOPMENT PROJECT COSTS

Section V. E. of the Original Plan entitled, Redevelopment Project Costs shall be replaced with the following:

"Tax increment financing is an economic development tool designed to facilitate the development of blighted areas and to arrest decline in areas that may become blighted without public intervention. It is expected that tax increment financing will be an important tool, but not the only one, of financing improvements and providing development incentives in the Project Area throughout its 23-year life.

Tax increment financing can only be used when private investment would not reasonably be expected to occur without public assistance. The Act sets forth the range of public assistance that may be provided.

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.

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Redevelopment Plan (the "**Redevelopment Project Costs**").

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the City Council of the City of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in **Exhibit I – Estimated Redevelopment Project Costs** or otherwise adjust the line items in Exhibit I without amendment to this Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Redevelopment Plan.

1. Eligible Redevelopment Project Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant the Act. Such costs may include, without limitation, the following:

- a) Costs of studies and surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The cost of marketing sites within the Redevelopment Project Area to prospective businesses, developers and investors;
- c) 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, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the cost of replacing the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- e) Costs of the construction of public works or improvements; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) Costs of job training and retraining projects including the cost of “welfare-to-work” programs implemented by businesses located within the Redevelopment Project

Area and such proposals featuring a community-based training program which ensures maximum reasonable employment opportunities for residents of the Redevelopment Project Area with particular attention to the needs of those residents who have previously experienced inadequate opportunities and development of job-related skills, including residents of public and other subsidized housing and people with disabilities;

- g) 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 thereunder, including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
- h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
- i) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see "Relocation" section);
- j) Payment in lieu of taxes, as defined in the Act;
- k) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one (1) 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 the Redevelopment Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a.
- l) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

- such payments in any one (1) year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - the total of such interest payments paid pursuant to the Act may not exceed 30% of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
 - up to 75% of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- m) Unless specifically authorized by the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- n) An elementary, secondary or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- o) Instead of the eligible costs provided for in (12) above, the City may pay up to 50% of the cost of construction, renovation and/or rehabilitation of all low-income and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low-income and very low-income households, only the low- and very low-income households shall be eligible for benefits under the Act;
- p) The cost of day care services for children of employees from low-income families working for businesses located within the Redevelopment Project Area and all or a portion of the cost of operation of day care centers established by Redevelopment Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.
- q) A public library district's increased costs attributable to assisted housing units, as stated in the Act.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 *et seq.*, then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Redevelopment Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

2. **Estimated Project Costs**

A range of activities and improvements may be required to implement the Redevelopment Plan. The proposed eligible activities and their estimated costs over the life of the Redevelopment Project Area are briefly described below and shown in ***Exhibit I -- Estimated Redevelopment Project Costs***.

- a) Professional services including planning studies, legal, surveys, real estate marketing costs, fees and other costs related to the implementation and administration of the Redevelopment Plan. This budget element provides for studies and survey costs for planning and implementation of the project, including planning and legal fees, architectural and engineering, development site marketing, financial and special service costs. *(Estimated cost: \$2,200,000)*
- b) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, and other appropriate and eligible costs needed to prepare the property for redevelopment. These costs may include the reimbursement of acquisition costs incurred by the City and private developers. Land acquisition may include acquisition of both improved and vacant property in order to create development sites, accommodate public rights-of-way or to provide other public facilities needed to achieve the goals and objectives of the Plan. Property assembly costs also include: demolition of existing improvements, including clearance of blighted properties or clearance required to prepare sites for new development, site preparation, including grading, and other appropriate and eligible site activities needed to facilitate new construction, and environmental remediation costs associated with property assembly which are required to render the property suitable for redevelopment. *(Estimated cost: \$4,100,000)*
- c) Costs of Rehabilitation, reconstruction, repair or remodeling of existing public or private buildings and fixtures; and up to 50% of the cost of construction of low-income and very low-income housing units. *(Estimated cost: \$5,400,000)*
- d) Costs of Construction of public improvements, infrastructure and facilities. These improvements are intended to improve access within the Redevelopment Project Area, stimulate private investment and address other identified public improvement needs, and may include all or a portion of a taxing district's eligible costs, including increased costs of the Board of Education attributable to assisted housing units within the Redevelopment Project Area in accordance with the requirements of the Act. *(Estimated cost: \$10,000,000)*
- e) Relocation costs. *(Estimated cost: \$800,000)*
- f) Job Training, Re-training, and Welfare-to-Work Programs. *(Estimated cost: \$1,500,000)*
- g) Interest costs related to redevelopment projects, pursuant to the provisions of the Act. *(Estimated cost: \$2,000,000)*
- h) Provision of day care services as provided in the Act. *(Estimated cost: \$1,000,000)*

The estimated total of all eligible project costs over the life of the Redevelopment Project Area is approximately \$27 million. All project cost estimates are in 2013 dollars. Any bonds or other tax increment allocation revenue obligations issued to finance portions of the Redevelopment 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 required reserves. The total project cost figure excludes any costs for the issuance of bonds. Adjustments to estimated line items, which are upper estimates for these costs, are expected and may be made without amendment to the Redevelopment Plan.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above."

F. SOURCES OF FUNDS

No changes.

G. ISSUANCE OF OBLIGATIONS

No changes.

H. VALUATION OF THE PROJECT AREA

Section V, subsection H. Valuation of the Project Area, of the Original Plan is deleted and replaced with the following:

"1. Most Recent Equalized Assessed Valuation of Properties

The purpose of identifying the most recent Equalized Assessed Valuation (EAV) of a Redevelopment Project Area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Redevelopment Project Area. The certified initial EAV for the Original Project Area is \$1,268,074 based on the 2000 EAV (See Table 1 of the Original Plan). The EAV of all taxable parcels in the Added Area is estimated to be \$99,595,779 (See **Exhibit II, Added Area 2012 EAV by PIN and Original Area 2000 EAV by PIN**), resulting in a combined estimated initial EAV for the Redevelopment Project Area of \$100,863,853.

2. Anticipated Equalized Assessed Valuation

By tax year 2024 (collection year 2025), based on assumptions of moderate quantities of new development on vacant residential and commercial parcels, completion of the residential development plans for the Original Project Area, and annual inflation in aggregate equalized assessed values in the Redevelopment Project Area of 3%, the EAV of the Redevelopment Project Area is estimated to be approximately \$194 million. In summary, this final EAV assumes a total of 275 new single family homes (both attached and detached), and 70,000 square feet of new commercial/retail/mixed use developments, all completed over the next seven years. In addition, as described below in Section X of the Original Plan, **"Phasing and Scheduling,"** public improvements and the expenditure of Redevelopment Project Costs may be necessary in furtherance of the Redevelopment Plan throughout the period that the Redevelopment Plan is in effect."

Section VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

The following paragraphs should be added at the end of the Original Plan, Section VI:

"As described in Section III of the Original Plan, "Eligibility Conditions," the Original Plan qualified the Original Project Area as a blighted area under the Act. Certain blighting factors continue to exist in many sections of the Redevelopment Project Area, and those conditions have not been subject to growth through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan. In addition to the conditions evidenced in the Original Plan and the detailed analysis located in ***Exhibit III. 105th Street and Vincennes Avenue Eligibility Study - Supplement 2***, the lack of growth and development in the Added Area is evidenced by the following:

- **Lack of building permit activity.** Over the period from 2007 to 2012, a total of 95 permits were issued in the Added Area for a total value of \$52,392,902. However, 76% of this amount was public investment by the Chicago Public Schools for the construction of a new school and various renovations to the other public schools within the Added Area.

In that same five-year period, five (5) permits were issued for commercial new construction, of which four were completed. These four permits were for three new small strip malls and one CVS store. Eight (8) commercial property renovation permits were issued over the five year period.

Most revealing of the lack of private investment in the area is that even though almost 96% of the structures in the Added Area are residential, only \$2,775,639, or 5% of the construction value in the Added Area was residential in nature. Eight (8) permits, of which seven (7) were completed, were issued for new construction. The remaining 53 permits issued were for renovations or repair. This level of residential investment translates to only 12 permits issued per year or about \$555,178 of annual residential investment for the Added Area - a very low investment level for a residential area of this size. If this lack of private investment trend in the overall commercial and residential areas is allowed to continue and escalate, the Added Area's residential community could suffer disinvestment, deterioration, and a downward trend of the physical character and appearance of the community.

- **Demolitions due to structural conditions.** Over the 2007 to 2012 period there have been more demolition permits than new construction activity. Seventeen (17) residential and two (2) commercial structures were demolished by the City of Chicago or by private owners. Five (5) of these structures were either emergency or court ordered demolitions due to their unsafe conditions and deterioration beyond renovation or rehabilitation.
- **Excessive Vacancies.** Although limited in its distribution, the excessive vacancies factor was prevalent throughout the area, especially on the commercial corridors. The fact that almost 24% of the commercial units in the area are vacant

underscores the lack of investment and retail vitality in the area. In conjunction, there are 123 completely vacant structures of both residential and commercial use throughout the Added Area.

- **Vacant lots located throughout the Added Area.** Although not a factor under the Improved Area eligibility criteria, the scattered presence of vacant lots have a significant economic and aesthetic impact on the Added Area. There are a total of 274 vacant parcels throughout the Added Area, primarily concentrated along the commercial corridors of 103rd, Halsted, and Vincennes. However, there are vacant lots scattered throughout the residential sections of the Added Area as well. These 274 parcels encompass 28.13 acres of land.
- **Foreclosure data.** Realty Trac is an online marketplace for foreclosure data which monitors and collects housing market activity by ZIP code. As of April 2013, RealtyTrac identifies ZIP code 60628 in which the Added Area is included, has the sixth highest rate of foreclosure in the City of Chicago with approximately 1 in 253 homes in some form of foreclosure proceedings. It is important to note that this data represents the entire 60628 ZIP code area, of which the Added Area is just a portion. However, it is indicative of the general economic health of the surrounding area which, in turn, affects the Added Area and the community as a whole.
- **Concentration of institutional uses along commercial corridors.** There exists a large concentration of institutional uses located along the commercial corridors of 103rd Street, Halsted Street and Vincennes Avenue. Their presence in the commercial areas preclude other more vibrant commercial and retail uses from occupying this valuable space. They also create a barrier to a consistent and uninterrupted string of commercial activity. In a healthy commercial area, the continuity of commercial activity perpetuates vitality and creates a retail community that is attractive to pedestrian traffic and conducive to a pleasant shopping experience. Additionally, the presence of institutional and not-for-profit uses greatly diminish the expansion of tax generating uses and expanded tax revenue to the area.

Adoption of Amendment No. 2 to the Redevelopment Plan is necessary for the continual redevelopment of the Redevelopment Project Area."

Section VII. FINANCIAL IMPACT

No changes.

Section VIII. DEMAND ON TAXING DISTRICT SERVICES

A. IMPACT OF THE REDEVELOPEMENT PROJECT

Replace "Board of Education of the City of Chicago" section with the following text:

"Board of Education. The replacement of vacant land and underused properties with residential and mixed-use development may increase the demand for educational services, and hence the number of schools provided by the Chicago Board of Education. There are currently eight (8) public schools within the Redevelopment Project Area. The

schools are: Evers, Wacker, Fernwood, Barnard, Garvey Marcus, Hughes, and Mount Vernon Elementary Schools and Percy Julian High School. There are seven (7) schools located within a one-quarter mile distance from the TIF boundaries. These schools are Kipling, Gren Wendell, Kohn and Dunne Elementary schools and Vanderpoel Magnet, Chicago International - Ralph Ellison and Chicago International - Longwood high schools. See Figure 5A Community Facilities."

Section IX. CONFORMITY OF THE REDEVELOPMENT PLAN FOR THE PROJECT AREA TO LAND USES APPROVED BY THE PLANNING COMMISSION OF THE CITY

No changes.

Section X. PHASING AND SCHEDULING

No changes.

Section XI. PROVISIONS FOR AMENDING THIS REDEVELOPMENT PLAN

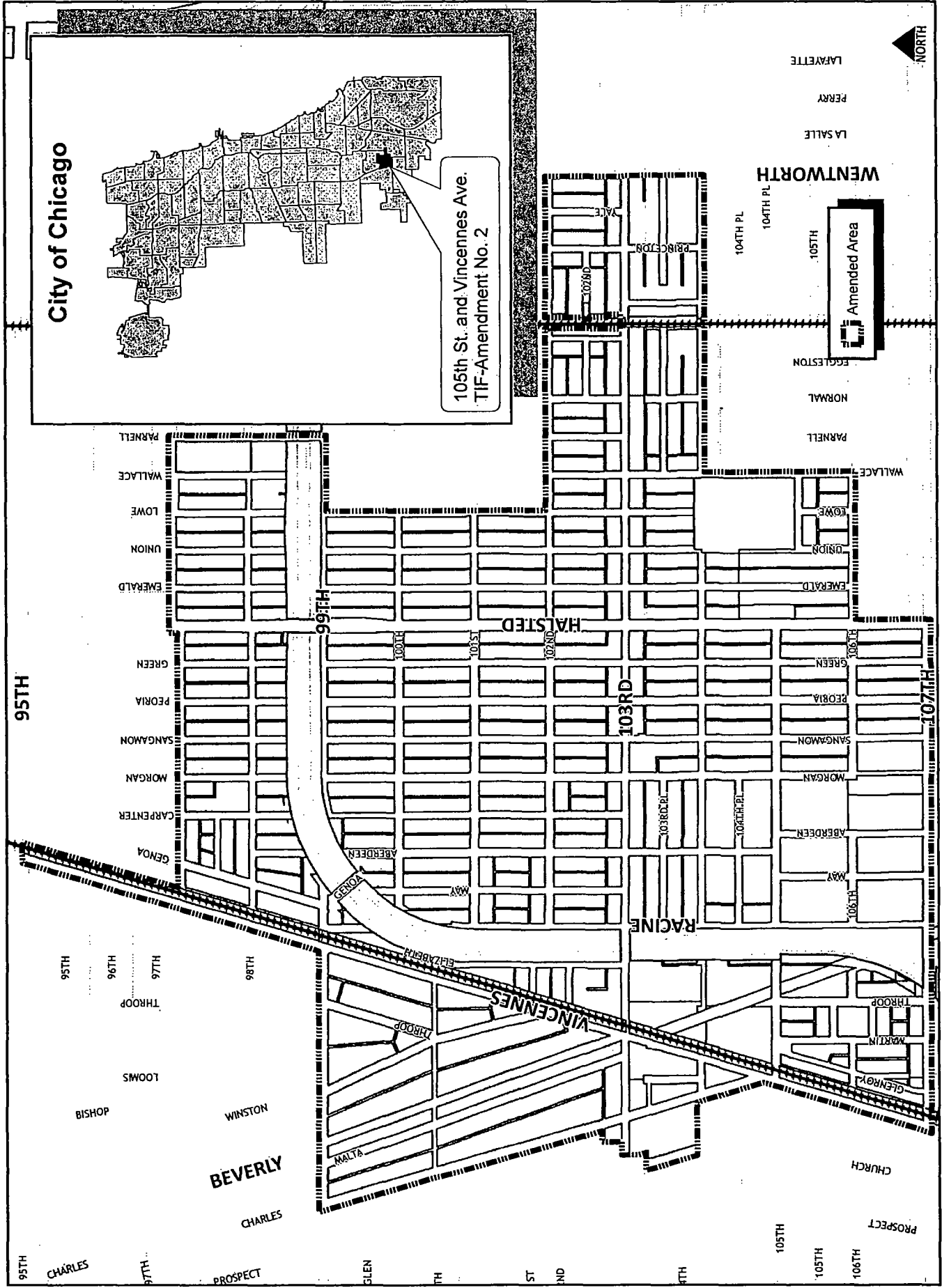
No changes.

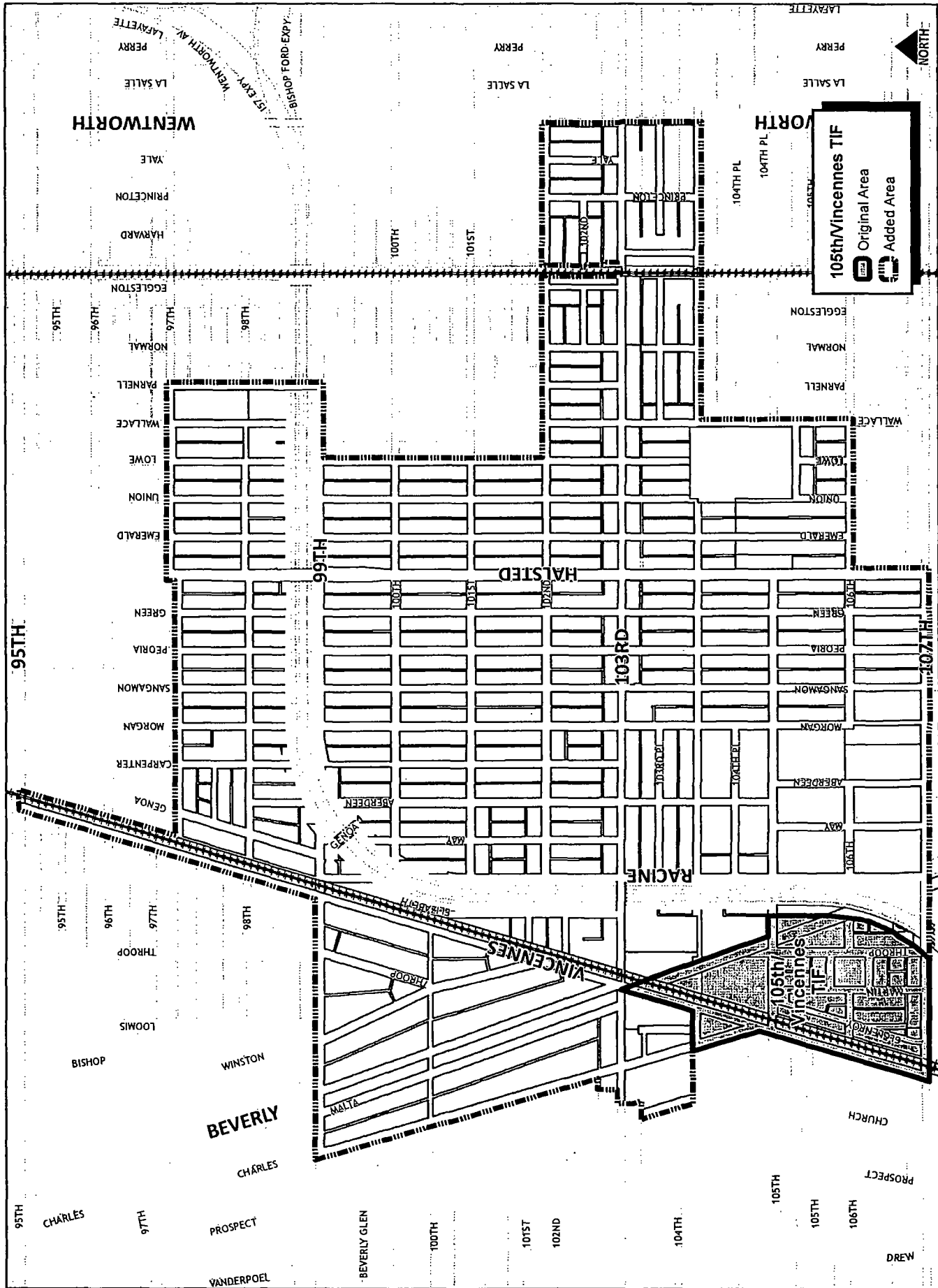
Section XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PLAN

No changes.

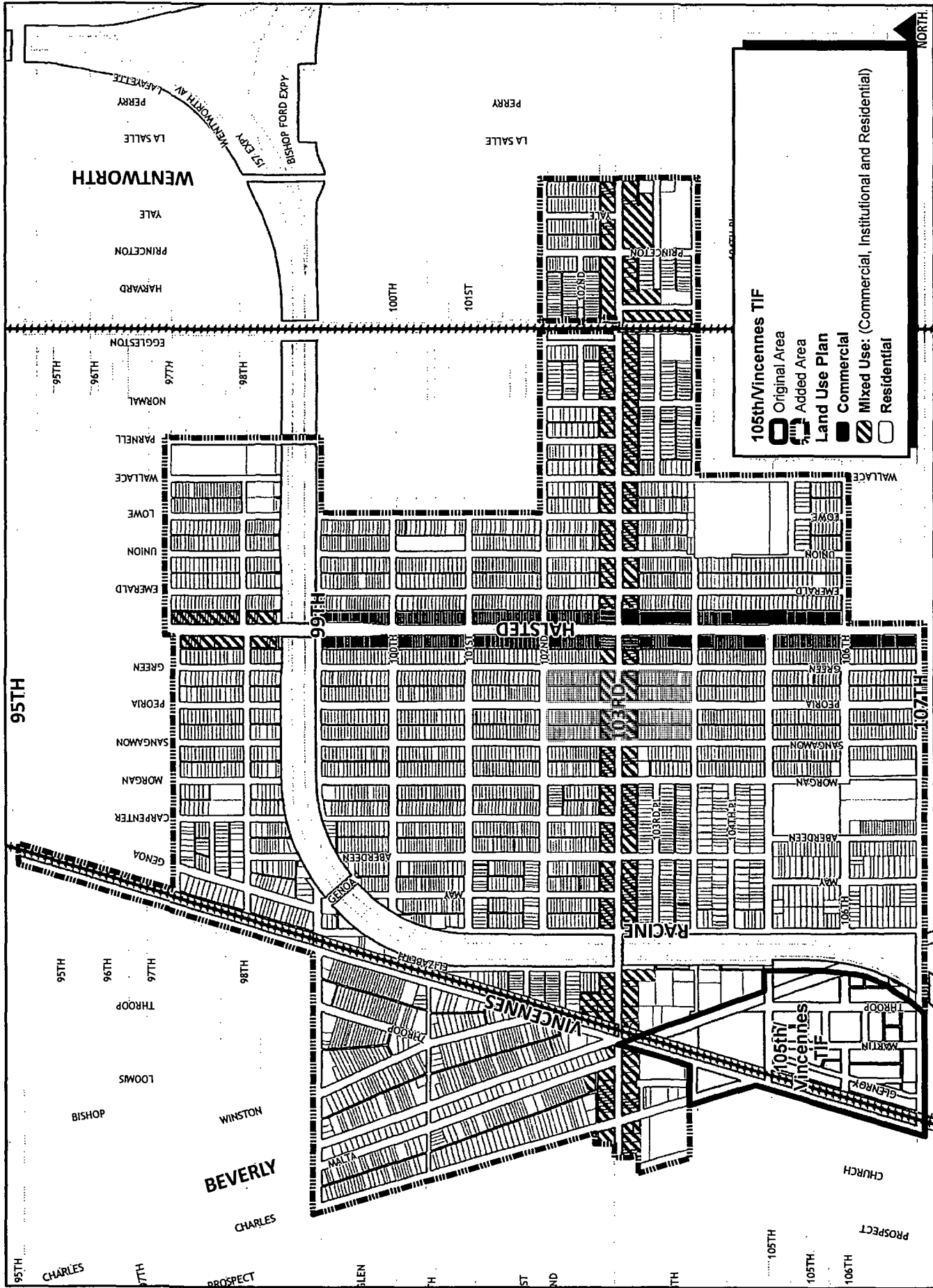
Section XIII. HOUSING IMPACT AND RELATED MATTERS

See Exhibit IV at end of report.



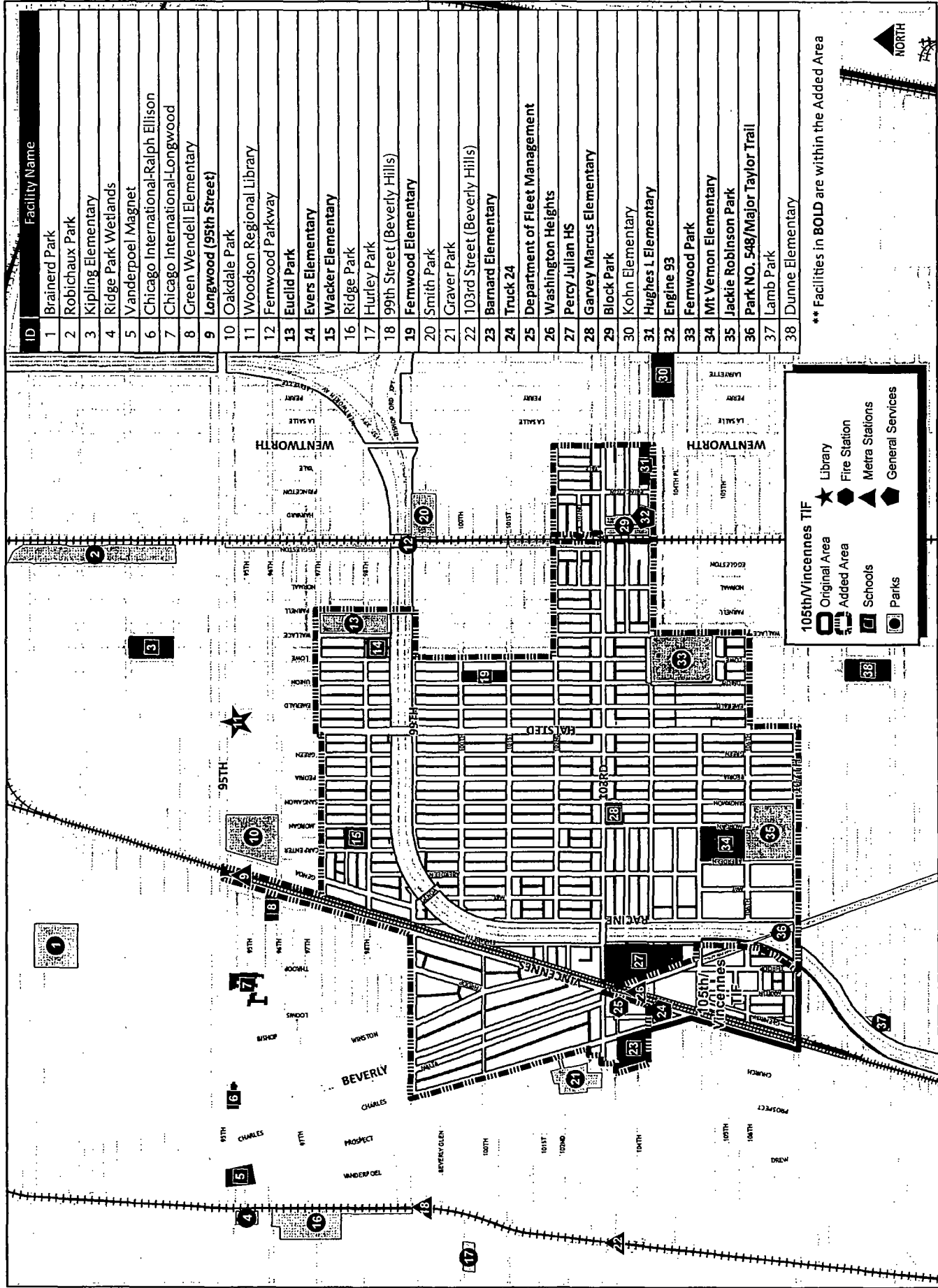


Redevelopment Plan Figure 3A: Original Area and Added Area Boundary Map
 105TH STREET AND VINCENNES AVENUE TIF-AMENDMENT No. 2



Redevelopment Plan Figure 4A: General Land Use Plan

105TH STREET AND VINCENNES AVENUE TIF-AMENDMENT No. 2



Redevelopment Plan Figure 5A: **Community Facilities**

105TH STREET AND VINCENNES AVENUE TIF-AMENDMENT NO. 2

Exhibit I: *Estimated Redevelopment Project Costs*

Exhibit I is to be replaced in its entirety with the following:

EXHIBIT I: ESTIMATED REDEVELOPMENT PROJECT COSTS

Eligible Expense	Estimated Cost
1. Analysis, Administration, Studies, Surveys, Legal, Marketing, etc.	\$2,200,000
2. Property Assembly including Acquisition, Site Prep and Demolition, Environmental Remediation	4,100,000
3. Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements, Affordable Housing Construction and Rehabilitation Cost	5,400,000
4. Public Works & Improvements, including streets and utilities, parks and open space, public facilities (schools & other public facilities)[1]	10,000,000
5. Relocation Costs	800,000
6. Job Training, Retraining, Welfare-to-Work	1,500,000
7. Interest Subsidy	2,000,000
8. Day Care Services	1,000,000
TOTAL REDEVELOPMENT COSTS^[2,3]	\$27,000,000^[4]

[1] This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the Redevelopment Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay or reimburse all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance or the objectives of the Plan.

[2] Total Redevelopment Project Costs represent an upper limit on expenditures that are to be funded using tax increment revenues and exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs. Within this limit, adjustments may be made in line items without amendment to this Redevelopment Plan, to the extent permitted by the Act.

[3] The amount of the Total Redevelopment Project Costs that can be incurred in the Redevelopment Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Redevelopment Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from the incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Redevelopment Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Redevelopment Project Area only by a public right-of-way.

[4] All costs are in 2013 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI, CMSA, published by the U.S. Department of Labor.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance redevelopment project costs identified above.

Exhibit II: *Added Area 2011 EAV by PIN and Original Area 2001 EAV by PIN*

EXHIBIT II: ADDED AREA 2012 EAV BY PIN AND ORIGINAL AREA 2000 EAV BY PIN

	PIN	2012 EAV		PIN	2012 EAV		PIN	2012 EAV
1	25-08-217-001-0000	37,890	47	25-08-219-025-0000	27,587	93	25-08-221-043-0000	28,990
2	25-08-217-002-0000	29,874	48	25-08-219-026-0000	25,057	94	25-08-221-044-0000	25,393
3	25-08-217-003-0000	27,604	49	25-08-219-027-0000	1,341	95	25-08-221-045-0000	18,026
4	25-08-217-004-0000	50,335	50	25-08-219-028-0000	14,109	96	25-08-221-046-0000	29,492
5	25-08-217-005-0000	50,857	51	25-08-219-029-0000	22,776	97	25-08-221-047-0000	29,983
6	25-08-217-006-0000	12,625	52	25-08-219-030-0000	43,226	98	25-08-221-048-0000	26,993
7	25-08-217-007-0000	12,625	53	25-08-219-031-0000	41,096	99	25-08-221-049-0000	3,235
8	25-08-217-008-0000	35,617	54	25-08-220-005-0000	-	100	25-08-221-050-0000	25,155
9	25-08-217-009-0000	41,503	55	25-08-220-016-0000	31,128	101	25-08-222-001-0000	24,358
10	25-08-217-010-0000	2,144	56	25-08-220-023-0000	-	102	25-08-222-002-0000	14,033
11	25-08-217-011-0000	55,195	57	25-08-220-024-0000	-	103	25-08-222-003-0000	21,297
12	25-08-218-002-0000	28,446	58	25-08-220-025-0000	25,823	104	25-08-222-004-0000	20,747
13	25-08-218-003-0000	22,260	59	25-08-220-026-0000	21,494	105	25-08-222-005-0000	19,033
14	25-08-218-004-0000	6,579	60	25-08-220-027-0000	29,700	106	25-08-222-006-0000	19,033
15	25-08-218-005-0000	29,122	61	25-08-220-028-0000	27,209	107	25-08-222-007-0000	21,513
16	25-08-218-006-0000	1,763	62	25-08-220-029-0000	-	108	25-08-222-008-0000	5,636
17	25-08-218-009-0000	6,313	63	25-08-220-030-0000	31,835	109	25-08-222-017-0000	23,141
18	25-08-218-010-0000	19,771	64	25-08-220-031-0000	-	110	25-08-222-018-0000	43,288
19	25-08-218-011-0000	26,973	65	25-08-220-032-0000	26,342	111	25-08-222-030-0000	20,475
20	25-08-218-012-0000	27,492	66	25-08-220-033-0000	32,060	112	25-08-222-031-0000	22,097
21	25-08-218-018-0000	-	67	25-08-220-034-0000	32,870	113	25-08-222-032-0000	19,852
22	25-08-218-019-0000	27,442	68	25-08-221-002-0000	21,976	114	25-08-222-033-0000	313
23	25-08-218-020-0000	26,678	69	25-08-221-003-0000	28,025	115	25-08-222-034-0000	31,089
24	25-08-218-021-0000	26,875	70	25-08-221-020-0000	24,754	116	25-08-222-035-0000	25,234
25	25-08-218-022-0000	31,265	71	25-08-221-021-0000	24,754	117	25-08-222-036-0000	26,645
26	25-08-218-023-0000	28,160	72	25-08-221-022-0000	23,626	118	25-08-222-037-0000	30,233
27	25-08-218-024-0000	23,365	73	25-08-221-023-0000	29,349	119	25-08-222-038-0000	-
28	25-08-218-025-0000	23,494	74	25-08-221-024-0000	22,574	120	25-08-222-039-0000	26,260
29	25-08-218-026-0000	17,748	75	25-08-221-025-0000	22,936	121	25-08-222-040-0000	21,064
30	25-08-218-027-0000	1,831	76	25-08-221-026-0000	-	122	25-08-222-041-0000	33,521
31	25-08-218-028-0000	29,568	77	25-08-221-027-0000	19,844	123	25-08-222-042-0000	30,435
32	25-08-218-029-0000	19,100	78	25-08-221-028-0000	26,667	124	25-08-222-043-0000	32,955
33	25-08-219-003-0000	32,854	79	25-08-221-029-0000	23,862	125	25-08-222-044-0000	18,730
34	25-08-219-004-0000	26,866	80	25-08-221-030-0000	26,549	126	25-08-222-045-0000	25,116
35	25-08-219-005-0000	26,620	81	25-08-221-031-0000	25,626	127	25-08-222-046-0000	1,098
36	25-08-219-012-0000	29,476	82	25-08-221-032-0000	28,351	128	25-08-222-047-0000	384
37	25-08-219-013-0000	28,805	83	25-08-221-033-0000	-	129	25-08-222-048-0000	27,301
38	25-08-219-014-0000	30,121	84	25-08-221-034-0000	22,209	130	25-08-222-049-0000	27,809
39	25-08-219-017-0000	28,665	85	25-08-221-035-0000	9,688	131	25-08-222-050-0000	21,968
40	25-08-219-018-0000	12,295	86	25-08-221-036-0000	29,610	132	25-08-222-051-0000	25,910
41	25-08-219-019-0000	32,046	87	25-08-221-037-0000	23,777	133	25-08-222-052-0000	34,144
42	25-08-219-020-0000	5,008	88	25-08-221-038-0000	22,268	134	25-08-223-001-0000	19,731
43	25-08-219-021-0000	17,467	89	25-08-221-039-0000	22,268	135	25-08-223-002-0000	20,831
44	25-08-219-022-0000	-	90	25-08-221-040-0000	16,143	136	25-08-223-003-0000	-
45	25-08-219-023-0000	24,310	91	25-08-221-041-0000	24,743	137	25-08-223-008-0000	24,527
46	25-08-219-024-0000	23,468	92	25-08-221-042-0000	21,345	138	25-08-223-009-0000	14,945

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
139	25-08-223-012-0000	6,870	187	25-08-225-005-0000	38,978	235	25-08-227-010-0000	19,819									
140	25-08-223-013-0000	34,837	188	25-08-225-006-0000	66,083	236	25-08-227-015-0000	-									
141	25-08-223-016-0000	25,834	189	25-08-225-007-0000	34,343	237	25-08-227-016-0000	-									
142	25-08-223-021-0000	15,399	190	25-08-225-012-0000	22,669	238	25-08-227-017-0000	3,148									
143	25-08-223-023-0000	23,575	191	25-08-225-013-0000	22,669	239	25-08-227-018-0000	2,801									
144	25-08-223-024-0000	23,256	192	25-08-225-014-0000	5,213	240	25-08-227-019-0000	23,194									
145	25-08-223-027-0000	26,013	193	25-08-225-015-0000	26,381	241	25-08-227-020-0000	22,742									
146	25-08-223-028-0000	24,580	194	25-08-225-016-0000	22,961	242	25-08-227-021-0000	24,322									
147	25-08-223-029-0000	19,580	195	25-08-225-017-0000	26,432	243	25-08-227-022-0000	26,347									
148	25-08-223-030-0000	19,580	196	25-08-225-018-0000	25,882	244	25-08-227-023-0000	-									
149	25-08-223-031-0000	26,058	197	25-08-225-019-0000	18,823	245	25-08-227-024-0000	-									
150	25-08-223-032-0000	28,059	198	25-08-225-020-0000	35,365	246	25-08-227-029-0000	-									
151	25-08-223-033-0000	18,927	199	25-08-226-005-0000	29,585	247	25-08-227-031-0000	27,660									
152	25-08-223-034-0000	22,358	200	25-08-226-006-0000	-	248	25-08-227-032-0000	41,346									
153	25-08-223-035-0000	18,354	201	25-08-226-007-0000	30,979	249	25-08-228-001-0000	31,863									
154	25-08-223-036-0000	28,407	202	25-08-226-008-0000	21,600	250	25-08-228-002-0000	-									
155	25-08-223-037-0000	21,162	203	25-08-226-009-0000	5,669	251	25-08-228-003-0000	-									
156	25-08-223-038-0000	17,016	204	25-08-226-010-0000	24,128	252	25-08-228-004-0000	15,243									
157	25-08-223-039-0000	28,092	205	25-08-226-012-0000	29,170	253	25-08-228-005-0000	41,705									
158	25-08-223-040-0000	-	206	25-08-226-013-0000	5,509	254	25-08-228-006-0000	21,407									
159	25-08-223-041-0000	30,306	207	25-08-226-015-0000	176,029	255	25-08-228-009-0000	-									
160	25-08-223-042-0000	29,285	208	25-08-226-016-0000	107,317	256	25-08-228-014-0000	25,873									
161	25-08-223-043-0000	25,797	209	25-08-226-017-0000	9,679	257	25-08-228-015-0000	31,078									
162	25-08-224-001-0000	30,929	210	25-08-226-018-0000	6,649	258	25-08-228-016-0000	18,326									
163	25-08-224-004-0000	39,685	211	25-08-226-022-0000	-	259	25-08-228-017-0000	22,288									
164	25-08-224-005-0000	19,849	212	25-08-226-023-0000	-	260	25-08-228-018-0000	25,264									
165	25-08-224-006-0000	26,642	213	25-08-226-024-0000	26,190	261	25-08-228-019-0000	-									
166	25-08-224-007-0000	-	214	25-08-226-025-0000	31,007	262	25-08-228-022-0000	-									
167	25-08-224-008-0000	-	215	25-08-226-026-0000	21,306	263	25-08-228-026-0000	-									
168	25-08-224-009-0000	-	216	25-08-226-027-0000	23,637	264	25-08-228-027-0000	-									
169	25-08-224-010-0000	-	217	25-08-226-028-0000	7,575	265	25-08-228-028-0000	-									
170	25-08-224-011-0000	-	218	25-08-226-029-0000	31,347	266	25-08-229-003-0000	50,512									
171	25-08-224-012-0000	-	219	25-08-226-030-0000	30,056	267	25-08-229-015-0000	25,149									
172	25-08-224-013-0000	-	220	25-08-226-031-0000	6,016	268	25-08-229-016-0000	1,020									
173	25-08-224-025-0000	15,930	221	25-08-226-032-0000	26,692	269	25-08-229-017-0000	22,091									
174	25-08-224-026-0000	23,982	222	25-08-226-033-0000	30,744	270	25-08-229-028-0000	28,603									
175	25-08-224-027-0000	23,188	223	25-08-226-034-0000	-	271	25-08-229-029-0000	8,385									
176	25-08-224-028-0000	-	224	25-08-226-035-0000	23,668	272	25-08-229-030-0000	6,090									
177	25-08-224-029-0000	19,272	225	25-08-226-036-0000	1,902	273	25-08-229-031-0000	5,313									
178	25-08-224-030-0000	23,247	226	25-08-227-001-0000	19,297	274	25-08-229-032-0000	-									
179	25-08-224-031-0000	23,772	227	25-08-227-002-0000	21,788	275	25-08-229-033-0000	-									
180	25-08-224-032-0000	24,905	228	25-08-227-003-0000	24,389	276	25-08-229-034-0000	-									
181	25-08-224-033-0000	22,405	229	25-08-227-004-0000	21,494	277	25-08-229-035-0000	27,674									
182	25-08-224-034-0000	35,390	230	25-08-227-005-0000	21,471	278	25-08-229-036-0000	24,148									
183	25-08-224-036-0000	-	231	25-08-227-006-0000	17,785	279	25-08-230-001-0000	20,071									
184	25-08-224-037-0000	-	232	25-08-227-007-0000	5,583	280	25-08-230-004-0000	26,022									
185	25-08-225-001-0000	36,027	233	25-08-227-008-0000	21,668	281	25-08-230-005-0000	30,545									
186	25-08-225-002-0000	32,180	234	25-08-227-009-0000	24,142	282	25-08-230-019-0000	-									

Added Area PINs		2012 EAV	Added Area PINs		2012 EAV	Added Area PINs		2012 EAV
283	25-08-230-020-0000	26,987	331	25-08-301-019-0000	32,009	379	25-08-302-011-0000	22,661
284	25-08-230-029-0000	23,794	332	25-08-301-020-0000	50,403	380	25-08-302-012-0000	33,013
285	25-08-230-034-0000	1,382	333	25-08-301-021-0000	33,760	381	25-08-302-013-0000	30,286
286	25-08-230-035-0000	20,871	334	25-08-301-022-0000	30,761	382	25-08-302-014-0000	31,678
287	25-08-230-036-0000	21,306	335	25-08-301-023-0000	37,934	383	25-08-302-015-0000	59,476
288	25-08-230-037-0000	29,824	336	25-08-301-024-0000	25,865	384	25-08-302-018-0000	26,735
289	25-08-230-038-0000	24,383	337	25-08-301-025-0000	6,357	385	25-08-302-019-0000	27,186
290	25-08-230-039-0000	-	338	25-08-301-026-0000	26,653	386	25-08-302-020-0000	36,781
291	25-08-231-043-0000	27,167	339	25-08-301-032-0000	-	387	25-08-302-021-0000	-
292	25-08-231-044-0000	24,139	340	25-08-301-033-0000	993	388	25-08-302-022-0000	8,585
293	25-08-231-049-0000	25,938	341	25-08-301-034-0000	26,176	389	25-08-302-023-0000	30,951
294	25-08-231-050-0000	22,849	342	25-08-301-035-0000	6,060	390	25-08-302-024-0000	8,711
295	25-08-231-051-0000	23,174	343	25-08-301-036-0000	-	391	25-08-302-025-0000	51,051
296	25-08-231-052-0000	20,599	344	25-08-301-037-0000	1,398	392	25-08-302-028-0000	39,918
297	25-08-231-066-0000	25,822	345	25-08-301-038-0000	31,033	393	25-08-302-029-0000	25,326
298	25-08-231-067-0000	21,403	346	25-08-301-039-0000	32,475	394	25-08-302-030-0000	31,902
299	25-08-231-068-0000	-	347	25-08-301-040-0000	51,890	395	25-08-302-031-0000	23,670
300	25-08-231-069-0000	25,567	348	25-08-301-041-0000	33,474	396	25-08-302-032-0000	9,275
301	25-08-231-070-0000	30,929	349	25-08-301-042-0000	5,303	397	25-08-302-033-0000	40,869
302	25-08-231-072-0000	4,208	350	25-08-301-043-0000	51,427	398	25-08-302-039-0000	26,302
303	25-08-231-073-0000	-	351	25-08-301-044-0000	31,479	399	25-08-302-040-0000	8,206
304	25-08-232-017-0000	83,901	352	25-08-301-045-0000	2,141	400	25-08-302-041-0000	23,547
305	25-08-232-018-0000	15,770	353	25-08-301-046-0000	34,587	401	25-08-302-042-0000	8,291
306	25-08-232-030-0000	43,627	354	25-08-301-047-0000	41,026	402	25-08-302-045-0000	43,436
307	25-08-232-031-0000	31,212	355	25-08-301-048-0000	5,597	403	25-08-302-049-0000	25,239
308	25-08-232-032-0000	27,046	356	25-08-301-049-0000	21,466	404	25-08-302-050-0000	7,575
309	25-08-232-033-0000	-	357	25-08-301-050-0000	5,681	405	25-08-302-051-0000	3,890
310	25-08-232-034-0000	19,962	358	25-08-301-054-0000	41,655	406	25-08-302-052-0000	24,821
311	25-08-232-038-0000	-	359	25-08-301-055-0000	17,844	407	25-08-302-053-0000	7,743
312	25-08-232-039-0000	24,602	360	25-08-301-057-0000	42,900	408	25-08-302-056-0000	7,584
313	25-08-232-048-0000	-	361	25-08-301-058-0000	58,533	409	25-08-302-057-0000	38,131
314	25-08-232-049-0000	749,811	362	25-08-301-059-0000	29,366	410	25-08-302-058-0000	30,404
315	25-08-232-050-0000	18,873	363	25-08-301-060-0000	8,442	411	25-08-302-059-0000	36,953
316	25-08-301-001-0000	45,678	364	25-08-301-061-0000	-	412	25-08-302-060-0000	29,439
317	25-08-301-002-0000	128,118	365	25-08-301-062-0000	25,242	413	25-08-302-061-0000	35,392
318	25-08-301-003-0000	41,500	366	25-08-301-063-0000	29,630	414	25-08-302-062-0000	2,068
319	25-08-301-004-0000	50,394	367	25-08-301-065-0000	47,286	415	25-08-302-063-0000	24,212
320	25-08-301-005-0000	31,689	368	25-08-301-068-0000	40,701	416	25-08-302-064-0000	32,346
321	25-08-301-006-0000	5,027	369	25-08-301-069-0000	49,370	417	25-08-302-065-0000	27,890
322	25-08-301-007-0000	31,608	370	25-08-301-070-0000	7,222	418	25-08-302-066-0000	35,014
323	25-08-301-008-0000	5,356	371	25-08-301-071-0000	42,106	419	25-08-302-067-0000	32,158
324	25-08-301-009-0000	-	372	25-08-302-004-0000	16,270	420	25-08-302-068-0000	45,088
325	25-08-301-010-0000	31,956	373	25-08-302-005-0000	35,755	421	25-08-302-069-0000	38,078
326	25-08-301-011-0000	5,387	374	25-08-302-006-0000	7,536	422	25-08-302-070-0000	-
327	25-08-301-012-0000	34,237	375	25-08-302-007-0000	3,250	423	25-08-302-071-0000	34,088
328	25-08-301-013-0000	41,144	376	25-08-302-008-0000	7,323	424	25-08-303-002-0000	-
329	25-08-301-017-0000	37,738	377	25-08-302-009-0000	32,854	425	25-08-303-003-0000	36,417
330	25-08-301-018-0000	-	378	25-08-302-010-0000	7,449	426	25-08-303-004-0000	12,909

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
427	25-08-303-005-0000		27,107			475	25-08-304-018-0000		28,779			523	25-08-304-068-0000		32,497		
428	25-08-303-006-0000		19,650			476	25-08-304-019-0000		7,996			524	25-08-304-069-0000		-		
429	25-08-303-007-0000		19,819			477	25-08-304-020-0000		29,007			525	25-08-304-070-0000		397,472		
430	25-08-303-008-0000		27,472			478	25-08-304-021-0000		7,996			526	25-08-304-071-0000		49,710		
431	25-08-303-009-0000		29,708			479	25-08-304-022-0000		36,793			527	25-08-305-001-0000		24,240		
432	25-08-303-010-0000		7,701			480	25-08-304-023-0000		7,996			528	25-08-305-002-0000		3,283		
433	25-08-303-011-0000		29,439			481	25-08-304-024-0000		22,818			529	25-08-305-003-0000		2,778		
434	25-08-303-012-0000		25,848			482	25-08-304-025-0000		9,413			530	25-08-305-015-0000		-		
435	25-08-303-013-0000		24,215			483	25-08-304-026-0000		20,450			531	25-08-305-016-0000		-		
436	25-08-303-014-0000		31,706			484	25-08-304-027-0000		7,996			532	25-08-305-027-0000		-		
437	25-08-303-015-0000		32,099			485	25-08-304-028-0000		46,441			533	25-08-305-031-0000		-		
438	25-08-303-016-0000		34,498			486	25-08-304-029-0000		34,413			534	25-08-305-032-0000		-		
439	25-08-303-018-0000		40,572			487	25-08-304-030-0000		7,996			535	25-08-305-033-0000		-		
440	25-08-303-019-0000		29,502			488	25-08-304-031-0000		28,706			536	25-08-305-034-0000		-		
441	25-08-303-020-0000		37,918			489	25-08-304-032-0000		-			537	25-08-305-035-0000		-		
442	25-08-303-021-0000		24,361			490	25-08-304-035-0000		12,487			538	25-08-306-093-0000		247,291		
443	25-08-303-022-0000		10,942			491	25-08-304-036-0000		-			539	25-08-307-003-0000		42,620		
444	25-08-303-023-0000		42,264			492	25-08-304-037-0000		36,220			540	25-08-307-004-0000		40,305		
445	25-08-303-027-0000		27,876			493	25-08-304-038-0000		7,996			541	25-08-307-005-0000		41,747		
446	25-08-303-028-0000		32,494			494	25-08-304-039-0000		30,303			542	25-08-307-006-0000		46,795		
447	25-08-303-029-0000		11,353			495	25-08-304-040-0000		34,380			543	25-08-307-007-0000		40,945		
448	25-08-303-030-0000		3,226			496	25-08-304-041-0000		51,261			544	25-08-307-008-0000		37,561		
449	25-08-303-031-0000		29,436			497	25-08-304-042-0000		54,987			545	25-08-307-009-0000		39,158		
450	25-08-303-032-0000		32,696			498	25-08-304-043-0000		31,243			546	25-08-307-010-0000		51,676		
451	25-08-303-033-0000		10,457			499	25-08-304-044-0000		28,583			547	25-08-307-011-0000		42,300		
452	25-08-303-034-0000		-			500	25-08-304-045-0000		28,107			548	25-08-307-012-0000		62,826		
453	25-08-303-035-0000		38,468			501	25-08-304-046-0000		34,307			549	25-08-307-013-0000		31,369		
454	25-08-303-036-0000		29,142			502	25-08-304-047-0000		34,834			550	25-08-307-014-0000		28,710		
455	25-08-303-037-0000		25,730			503	25-08-304-048-0000		8,380			551	25-08-307-015-0000		47,981		
456	25-08-303-038-0000		25,186			504	25-08-304-049-0000		27,890			552	25-08-307-016-0000		39,130		
457	25-08-303-039-0000		30,864			505	25-08-304-050-0000		9,121			553	25-08-307-017-0000		65,581		
458	25-08-303-040-0000		41,843			506	25-08-304-051-0000		-			554	25-08-307-018-0000		18,584		
459	25-08-303-041-0000		-			507	25-08-304-052-0000		7,996			555	25-08-307-019-0000		43,072		
460	25-08-303-042-0000		6,975			508	25-08-304-053-0000		20,068			556	25-08-307-020-0000		28,446		
461	25-08-303-043-0000		23,003			509	25-08-304-054-0000		7,996			557	25-08-307-021-0000		66,364		
462	25-08-303-044-0000		2,727			510	25-08-304-055-0000		44,017			558	25-08-307-022-0000		66,759		
463	25-08-303-045-0000		17,726			511	25-08-304-056-0000		10,992			559	25-08-307-023-0000		44,559		
464	25-08-303-046-0000		66,467			512	25-08-304-057-0000		-			560	25-08-307-024-0000		74,733		
465	25-08-303-047-0000		10,184			513	25-08-304-058-0000		-			561	25-08-307-025-0000		62,489		
466	25-08-303-048-0000		-			514	25-08-304-059-0000		-			562	25-08-307-026-0000		41,256		
467	25-08-303-049-0000		45,944			515	25-08-304-060-0000		-			563	25-08-307-027-0000		36,055		
468	25-08-304-008-0000		56,516			516	25-08-304-061-0000		-			564	25-08-307-028-0000		51,107		
469	25-08-304-009-0000		33,914			517	25-08-304-062-0000		28,238			565	25-08-307-029-0000		48,582		
470	25-08-304-010-0000		-			518	25-08-304-063-0000		15,504			566	25-08-307-030-0000		55,691		
471	25-08-304-014-0000		28,979			519	25-08-304-064-0000		3,566			567	25-08-307-031-0000		10,858		
472	25-08-304-015-0000		15,342			520	25-08-304-065-0000		13,792			568	25-08-307-032-0000		57,254		
473	25-08-304-016-0000		40,013			521	25-08-304-066-0000		39,127			569	25-08-307-033-0000		52,195		
474	25-08-304-017-0000		45,313			522	25-08-304-067-0000		35,283			570	25-08-307-035-0000		30,856		

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
571	25-08-307-036-0000	31,089	619	25-08-307-106-0000	37,017	667	25-08-308-063-0000	17,956									
572	25-08-307-037-0000	30,502	620	25-08-307-107-0000	24,490	668	25-08-308-064-0000	37,362									
573	25-08-307-038-0000	32,997	621	25-08-307-108-0000	37,068	669	25-08-308-067-0000	36,571									
574	25-08-307-039-0000	28,555	622	25-08-307-109-0000	74,879	670	25-08-308-068-0000	7,365									
575	25-08-307-040-0000	31,891	623	25-08-307-110-0000	80,490	671	25-08-308-069-0000	7,323									
576	25-08-307-043-0000	34,941	624	25-08-307-111-0000	35,724	672	25-08-308-070-0000	31,170									
577	25-08-307-044-0000	35,247	625	25-08-307-112-0000	1,455,484	673	25-08-308-071-0000	25,276									
578	25-08-307-045-0000	6,313	626	25-08-307-113-0000	53,413	674	25-08-308-072-0000	30,755									
579	25-08-307-056-0000	29,431	627	25-08-307-114-0000	27,778	675	25-08-308-073-0000	7,238									
580	25-08-307-057-0000	6,313	628	25-08-307-115-0000	54,187	676	25-08-308-074-0000	6,944									
581	25-08-307-058-0000	27,074	629	25-08-307-116-0000	41,624	677	25-08-308-075-0000	32,758									
582	25-08-307-059-0000	26,729	630	25-08-308-003-0000	41,551	678	25-08-308-076-0000	16,684									
583	25-08-307-060-0000	24,010	631	25-08-308-004-0000	8,669	679	25-08-308-077-0000	9,258									
584	25-08-307-061-0000	38,187	632	25-08-308-005-0000	42,266	680	25-08-308-078-0000	6,649									
585	25-08-307-062-0000	20,422	633	25-08-308-006-0000	34,444	681	25-08-308-079-0000	78,590									
586	25-08-307-063-0000	22,178	634	25-08-308-011-0000	33,106	682	25-08-308-080-0000	58,340									
587	25-08-307-064-0000	6,313	635	25-08-308-012-0000	28,533	683	25-08-308-081-0000	109,940									
588	25-08-307-071-0000	6,313	636	25-08-308-013-0000	33,173	684	25-08-308-082-0000	52,072									
589	25-08-307-072-0000	19,190	637	25-08-308-014-0000	43,983	685	25-08-308-083-0000	16,441									
590	25-08-307-073-0000	1,521	638	25-08-308-015-0000	7,996	686	25-08-308-086-0000	2,355									
591	25-08-307-074-0000	32,242	639	25-08-308-016-0000	22,344	687	25-08-308-087-0000	32,783									
592	25-08-307-075-0000	32,242	640	25-08-308-017-0000	10,078	688	25-08-308-088-0000	23,963									
593	25-08-307-076-0000	34,831	641	25-08-308-018-0000	7,828	689	25-08-308-089-0000	33,288									
594	25-08-307-077-0000	27,817	642	25-08-308-019-0000	18,901	690	25-08-308-090-0000	31,456									
595	25-08-307-078-0000	6,313	643	25-08-308-020-0000	26,779	691	25-08-308-091-0000	29,097									
596	25-08-307-079-0000	38,886	644	25-08-308-022-0000	28,339	692	25-08-308-092-0000	29,490									
597	25-08-307-080-0000	6,313	645	25-08-308-023-0000	18,769	693	25-08-308-093-0000	30,323									
598	25-08-307-081-0000	28,480	646	25-08-308-024-0000	12,648	694	25-08-308-094-0000	31,608									
599	25-08-307-082-0000	28,480	647	25-08-308-026-0000	41,054	695	25-08-308-095-0000	239,685									
600	25-08-307-083-0000	29,265	648	25-08-308-029-0000	31,100	696	25-08-308-096-0000	306,259									
601	25-08-307-084-0000	29,265	649	25-08-308-030-0000	22,992	697	25-08-308-097-0000	22,557									
602	25-08-307-085-0000	29,198	650	25-08-308-031-0000	18,817	698	25-08-308-098-0000	7,861									
603	25-08-307-086-0000	29,198	651	25-08-308-032-0000	29,874	699	25-08-308-099-0000	56,364									
604	25-08-307-088-0000	53,489	652	25-08-308-033-0000	34,874	700	25-08-308-100-0000	56,429									
605	25-08-307-089-0000	22,650	653	25-08-308-034-0000	6,944	701	25-08-308-101-0000	39,312									
606	25-08-307-090-0000	22,650	654	25-08-308-037-0000	-	702	25-08-308-102-0000	8,711									
607	25-08-307-091-0000	22,650	655	25-08-308-038-0000	557	703	25-08-308-103-0000	39,079									
608	25-08-307-092-0000	22,650	656	25-08-308-049-0000	29,417	704	25-08-308-104-0000	38,880									
609	25-08-307-093-0000	22,650	657	25-08-308-053-0000	-	705	25-08-308-105-0000	36,195									
610	25-08-307-094-0000	22,650	658	25-08-308-054-0000	32,029	706	25-08-308-106-0000	7,269									
611	25-08-307-095-0000	22,588	659	25-08-308-055-0000	-	707	25-08-309-002-0000	35,347									
612	25-08-307-096-0000	102,486	660	25-08-308-056-0000	20,242	708	25-08-309-003-0000	6,390									
613	25-08-307-097-0000	51,839	661	25-08-308-057-0000	26,791	709	25-08-309-004-0000	24,428									
614	25-08-307-099-0000	38,217	662	25-08-308-058-0000	42,188	710	25-08-309-005-0000	45,120									
615	25-08-307-100-0000	34,301	663	25-08-308-059-0000	32,632	711	25-08-309-006-0000	23,500									
616	25-08-307-103-0000	29,787	664	25-08-308-060-0000	27,787	712	25-08-309-007-0000	23,149									
617	25-08-307-104-0000	15,682	665	25-08-308-061-0000	33,274	713	25-08-309-008-0000	-									
618	25-08-307-105-0000	37,017	666	25-08-308-062-0000	19,159	714	25-08-309-009-0000	34,879									

Added Area PINs			Added Area PINs			Added Area PINs		
2012 EAV			2012 EAV			2012 EAV		
715	25-08-309-010-0000	34,287	763	25-08-311-018-0000	27,349	811	25-08-313-107-0000	-
716	25-08-309-011-0000	-	764	25-08-311-019-0000	5,261	812	25-08-313-108-0000	-
717	25-08-309-012-0000	45,768	765	25-08-311-020-0000	7,081	813	25-08-313-109-0000	-
718	25-08-309-013-0000	40,263	766	25-08-311-021-0000	25,952	814	25-08-313-110-0000	-
719	25-08-309-014-0000	51,233	767	25-08-311-022-0000	3,788	815	25-08-313-111-0000	-
720	25-08-309-015-0000	-	768	25-08-312-004-0000	5,780	816	25-08-313-112-0000	-
721	25-08-309-016-0000	-	769	25-08-312-005-0000	13,680	817	25-08-313-113-0000	-
722	25-08-309-017-0000	-	770	25-08-312-012-0000	72,384	818	25-08-313-114-0000	-
723	25-08-309-018-0000	-	771	25-08-312-013-0000	-	819	25-08-313-115-0000	-
724	25-08-309-019-0000	50,885	772	25-08-312-014-0000	-	820	25-08-313-116-0000	-
725	25-08-309-020-0000	37,326	773	25-08-312-015-0000	18,598	821	25-08-313-117-0000	-
726	25-08-309-021-0000	22,591	774	25-08-312-016-0000	-	822	25-08-313-118-0000	-
727	25-08-309-022-0000	73,086	775	25-08-312-017-0000	-	823	25-08-313-119-0000	-
728	25-08-309-023-0000	8,114	776	25-08-312-018-0000	20,985	824	25-08-313-120-0000	-
729	25-08-309-024-0000	32,800	777	25-08-312-019-0000	28,381	825	25-08-313-121-0000	-
730	25-08-309-025-0000	37,065	778	25-08-312-020-0000	30,040	826	25-08-313-122-0000	-
731	25-08-309-026-0000	33,145	779	25-08-312-021-0000	25,516	827	25-08-313-123-0000	-
732	25-08-310-002-0000	20,694	780	25-08-312-022-0000	-	828	25-08-313-124-0000	-
733	25-08-310-006-0000	-	781	25-08-312-023-0000	-	829	25-08-313-125-0000	-
734	25-08-310-007-0000	6,313	782	25-08-312-024-0000	-	830	25-08-313-126-0000	-
735	25-08-310-008-0000	22,885	783	25-08-312-025-0000	54,249	831	25-08-313-127-0000	-
736	25-08-310-009-0000	19,833	784	25-08-312-028-0000	6,845	832	25-08-314-002-0000	76,295
737	25-08-310-010-0000	25,422	785	25-08-312-029-0000	24,541	833	25-08-314-003-0000	67,031
738	25-08-310-011-0000	26,880	786	25-08-312-032-0000	26,019	834	25-08-314-004-0000	69,716
739	25-08-310-012-0000	30,898	787	25-08-312-033-0000	29,195	835	25-08-314-005-0000	74,890
740	25-08-310-013-0000	25,438	788	25-08-312-034-0000	51,612	836	25-08-314-006-0000	70,701
741	25-08-310-014-0000	25,009	789	25-08-312-035-0000	46,029	837	25-08-314-007-0000	72,334
742	25-08-310-015-0000	21,965	790	25-08-312-036-0000	46,228	838	25-08-314-008-0000	70,701
743	25-08-310-016-0000	18,040	791	25-08-313-002-0000	-	839	25-08-314-009-0000	74,231
744	25-08-310-017-0000	31,075	792	25-08-313-009-0000	-	840	25-08-314-010-0000	70,701
745	25-08-310-018-0000	37,592	793	25-08-313-010-0000	-	841	25-08-314-014-0000	73,714
746	25-08-310-019-0000	24,973	794	25-08-313-031-0000	-	842	25-08-314-018-0000	62,051
747	25-08-310-020-0000	26,053	795	25-08-313-039-0000	-	843	25-08-314-019-0000	76,346
748	25-08-311-001-0000	6,607	796	25-08-313-040-0000	-	844	25-08-314-020-0000	70,701
749	25-08-311-002-0000	37,960	797	25-08-313-057-0000	-	845	25-08-314-024-0000	65,915
750	25-08-311-003-0000	5,261	798	25-08-313-069-0000	-	846	25-08-314-025-0000	58,738
751	25-08-311-004-0000	26,544	799	25-08-313-070-0000	-	847	25-08-314-026-0000	65,915
752	25-08-311-005-0000	20,430	800	25-08-313-092-0000	-	848	25-08-314-027-0000	67,758
753	25-08-311-008-0000	23,438	801	25-08-313-093-0000	-	849	25-08-314-028-0000	78,941
754	25-08-311-009-0000	23,096	802	25-08-313-094-0000	-	850	25-08-314-029-0000	59,215
755	25-08-311-010-0000	34,888	803	25-08-313-095-0000	24,207	851	25-08-314-030-0000	62,133
756	25-08-311-011-0000	17,294	804	25-08-313-096-0000	-	852	25-08-314-031-0000	82,420
757	25-08-311-012-0000	18,674	805	25-08-313-101-0000	-	853	25-08-314-032-0000	73,554
758	25-08-311-013-0000	15,400	806	25-08-313-102-0000	18,828	854	25-08-314-033-0000	65,477
759	25-08-311-014-0000	13,557	807	25-08-313-103-0000	-	855	25-08-314-034-0000	72,390
760	25-08-311-015-0000	5,261	808	25-08-313-104-0000	-	856	25-08-314-035-0000	47,403
761	25-08-311-016-0000	28,654	809	25-08-313-105-0000	-	857	25-08-314-036-0000	68,235
762	25-08-311-017-0000	5,261	810	25-08-313-106-0000	-	858	25-08-314-037-0000	70,477

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
859	25-08-314-038-0000		66,484			907	25-08-401-030-0000		23,093			955	25-08-402-045-0000		34,548		
860	25-08-314-039-0000		54,698			908	25-08-401-031-0000		24,998			956	25-08-402-046-0000		29,439		
861	25-08-314-040-0000		66,484			909	25-08-401-032-0000		-			957	25-08-402-047-0000		-		
862	25-08-314-041-0000		38,392			910	25-08-401-033-0000		13,980			958	25-08-403-002-0000		24,776		
863	25-08-314-042-0000		66,484			911	25-08-401-034-0000		-			959	25-08-403-007-0000		18,983		
864	25-08-314-043-0000		68,235			912	25-08-401-035-0000		-			960	25-08-403-008-0000		46		
865	25-08-314-044-0000		79,398			913	25-08-401-036-0000		28,861			961	25-08-403-009-0000		28,491		
866	25-08-314-045-0000		70,477			914	25-08-401-038-0000		24,190			962	25-08-403-010-0000		5,513		
867	25-08-314-052-0000		72,530			915	25-08-401-039-0000		23,432			963	25-08-403-011-0000		-		
868	25-08-314-053-0000		79,766			916	25-08-401-040-0000		-			964	25-08-403-012-0000		27,952		
869	25-08-314-054-0000		79,070			917	25-08-401-041-0000		-			965	25-08-403-013-0000		-		
870	25-08-314-055-0000		73,249			918	25-08-401-042-0000		-			966	25-08-403-014-0000		1,827		
871	25-08-314-056-0000		71,116			919	25-08-401-043-0000		-			967	25-08-403-015-0000		39,553		
872	25-08-314-057-0000		76,739			920	25-08-401-044-0000		-			968	25-08-403-017-0000		20,985		
873	25-08-314-058-0000		73,089			921	25-08-401-045-0000		-			969	25-08-403-018-0000		24,844		
874	25-08-314-059-0000		64,697			922	25-08-401-046-0000		20,745			970	25-08-403-019-0000		24,844		
875	25-08-314-060-0000		36,836			923	25-08-401-047-0000		34,161			971	25-08-403-020-0000		-		
876	25-08-314-061-0000		70,404			924	25-08-402-010-0000		-			972	25-08-403-021-0000		-		
877	25-08-314-062-0000		70,404			925	25-08-402-011-0000		-			973	25-08-403-022-0000		-		
878	25-08-314-063-0000		73,423			926	25-08-402-012-0000		20,733			974	25-08-403-023-0000		11,696		
879	25-08-400-019-0000		-			927	25-08-402-013-0000		20,949			975	25-08-403-024-0000		5,513		
880	25-08-400-020-0000		-			928	25-08-402-014-0000		-			976	25-08-403-025-0000		14,971		
881	25-08-400-025-0000		-			929	25-08-402-015-0000		19,962			977	25-08-403-026-0000		5,513		
882	25-08-400-028-0000		-			930	25-08-402-016-0000		25,447			978	25-08-403-027-0000		11,907		
883	25-08-400-029-0000		-			931	25-08-402-017-0000		16,951			979	25-08-403-028-0000		11,969		
884	25-08-400-034-0000		27,048			932	25-08-402-018-0000		17,790			980	25-08-403-030-0000		21,499		
885	25-08-400-038-0000		22,156			933	25-08-402-019-0000		21,252			981	25-08-403-031-0000		312		
886	25-08-400-039-0000		23,017			934	25-08-402-020-0000		28,073			982	25-08-403-032-0000		18,932		
887	25-08-400-040-0000		-			935	25-08-402-021-0000		-			983	25-08-403-033-0000		24,644		
888	25-08-400-041-0000		-			936	25-08-402-022-0000		23,009			984	25-08-403-034-0000		21,376		
889	25-08-400-042-0000		-			937	25-08-402-023-0000		22,512			985	25-08-403-035-0000		24,667		
890	25-08-400-043-0000		-			938	25-08-402-025-0000		34,172			986	25-08-403-036-0000		-		
891	25-08-400-044-0000		-			939	25-08-402-026-0000		18,531			987	25-08-403-037-0000		26,670		
892	25-08-400-045-0000		-			940	25-08-402-027-0000		24,263			988	25-08-403-038-0000		26,199		
893	25-08-400-046-0000		-			941	25-08-402-028-0000		23,396			989	25-08-403-039-0000		26,383		
894	25-08-401-001-0000		-			942	25-08-402-029-0000		6,363			990	25-08-403-040-0000		23,264		
895	25-08-401-002-0000		-			943	25-08-402-030-0000		20,217			991	25-08-404-001-0000		11,899		
896	25-08-401-003-0000		-			944	25-08-402-031-0000		22,705			992	25-08-404-002-0000		11,610		
897	25-08-401-006-0000		-			945	25-08-402-032-0000		25,273			993	25-08-404-007-0000		18,402		
898	25-08-401-007-0000		-			946	25-08-402-033-0000		22,891			994	25-08-404-008-0000		-		
899	25-08-401-014-0000		-			947	25-08-402-034-0000		25,907			995	25-08-404-009-0000		-		
900	25-08-401-018-0000		-			948	25-08-402-035-0000		26,586			996	25-08-404-010-0000		22,400		
901	25-08-401-019-0000		-			949	25-08-402-039-0000		19,482			997	25-08-404-011-0000		24,928		
902	25-08-401-020-0000		-			950	25-08-402-040-0000		22,526			998	25-08-404-012-0000		-		
903	25-08-401-021-0000		14,132			951	25-08-402-041-0000		-			999	25-08-404-013-0000		23,118		
904	25-08-401-022-0000		6,161			952	25-08-402-042-0000		-			1000	25-08-404-014-0000		-		
905	25-08-401-023-0000		-			953	25-08-402-043-0000		-			1001	25-08-404-015-0000		27,719		
906	25-08-401-025-0000		-			954	25-08-402-044-0000		7,424			1002	25-08-404-016-0000		20,250		

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
1003	25-08-404-017-0000	21,539	1051	25-08-405-045-0000	-	1099	25-08-406-061-0000	-									
1004	25-08-404-022-0000	23,222	1052	25-08-405-046-0000	18,864	1100	25-08-406-062-0000	24,120									
1005	25-08-404-023-0000	27,102	1053	25-08-405-047-0000	19,086	1101	25-08-407-001-0000	28,300									
1006	25-08-404-024-0000	22,052	1054	25-08-405-048-0000	17,392	1102	25-08-407-002-0000	25,955									
1007	25-08-404-025-0000	10,385	1055	25-08-405-049-0000	22,655	1103	25-08-407-003-0000	18,461									
1008	25-08-404-030-0000	23,214	1056	25-08-405-050-0000	23,488	1104	25-08-407-004-0000	20,113									
1009	25-08-404-031-0000	25,831	1057	25-08-405-051-0000	21,157	1105	25-08-407-005-0000	22,178									
1010	25-08-404-032-0000	21,233	1058	25-08-405-052-0000	5,517	1106	25-08-407-006-0000	23,272									
1011	25-08-404-033-0000	-	1059	25-08-405-053-0000	20,663	1107	25-08-407-007-0000	27,899									
1012	25-08-404-034-0000	12,922	1060	25-08-405-054-0000	15,663	1108	25-08-407-008-0000	23,009									
1013	25-08-404-035-0000	18,262	1061	25-08-405-055-0000	22,975	1109	25-08-407-009-0000	32,121									
1014	25-08-404-038-0000	20,896	1062	25-08-405-056-0000	221	1110	25-08-407-010-0000	18,281									
1015	25-08-404-039-0000	3,793	1063	25-08-405-057-0000	23,965	1111	25-08-407-011-0000	23,009									
1016	25-08-404-041-0000	6,719	1064	25-08-405-058-0000	23,646	1112	25-08-407-020-0000	405,650									
1017	25-08-404-042-0000	22,223	1065	25-08-406-008-0000	-	1113	25-08-407-024-0000	5,900									
1018	25-08-404-043-0000	26,765	1066	25-08-406-009-0000	28,583	1114	25-08-407-025-0000	21,743									
1019	25-08-404-044-0000	8,762	1067	25-08-406-010-0000	27,593	1115	25-08-407-041-0000	23,438									
1020	25-08-404-045-0000	8,762	1068	25-08-406-011-0000	23,862	1116	25-08-407-044-0000	23,514									
1021	25-08-404-046-0000	30,278	1069	25-08-406-012-0000	24,981	1117	25-08-407-046-0000	20,750									
1022	25-08-404-047-0000	-	1070	25-08-406-013-0000	23,320	1118	25-08-407-047-0000	21,780									
1023	25-08-404-048-0000	24,816	1071	25-08-406-014-0000	-	1119	25-08-407-048-0000	24,420									
1024	25-08-404-049-0000	24,942	1072	25-08-406-019-0000	-	1120	25-08-407-049-0000	31,117									
1025	25-08-404-050-0000	20,405	1073	25-08-406-020-0000	2,275	1121	25-08-407-050-0000	3,822									
1026	25-08-404-051-0000	15,933	1074	25-08-406-021-0000	25,208	1122	25-08-407-051-0000	29,658									
1027	25-08-405-004-0000	22,189	1075	25-08-406-025-0000	17,729	1123	25-08-407-055-0000	11,332									
1028	25-08-405-005-0000	24,347	1076	25-08-406-026-0000	25,363	1124	25-08-407-057-0000	168,701									
1029	25-08-405-006-0000	20,573	1077	25-08-406-027-0000	21,367	1125	25-08-407-058-0000	175,347									
1030	25-08-405-007-0000	23,432	1078	25-08-406-028-0000	16,351	1126	25-08-407-059-0000	50,835									
1031	25-08-405-008-0000	26,429	1079	25-08-406-029-0000	21,174	1127	25-08-408-001-0000	-									
1032	25-08-405-009-0000	26,258	1080	25-08-406-030-0000	24,103	1128	25-08-408-002-0000	-									
1033	25-08-405-010-0000	2,824	1081	25-08-406-033-0000	24,428	1129	25-08-408-003-0000	-									
1034	25-08-405-023-0000	34,355	1082	25-08-406-034-0000	23,817	1130	25-08-408-004-0000	-									
1035	25-08-405-024-0000	20,438	1083	25-08-406-035-0000	27,958	1131	25-08-408-005-0000	-									
1036	25-08-405-025-0000	22,467	1084	25-08-406-038-0000	27,444	1132	25-08-408-006-0000	-									
1037	25-08-405-026-0000	-	1085	25-08-406-045-0000	21,348	1133	25-08-408-007-0000	-									
1038	25-08-405-027-0000	27,304	1086	25-08-406-047-0000	25,739	1134	25-08-408-008-0000	-									
1039	25-08-405-028-0000	-	1087	25-08-406-048-0000	22,779	1135	25-08-408-009-0000	-									
1040	25-08-405-029-0000	10,497	1088	25-08-406-050-0000	23,968	1136	25-08-408-015-0000	21,075									
1041	25-08-405-030-0000	26,524	1089	25-08-406-051-0000	-	1137	25-08-408-021-0000	28,048									
1042	25-08-405-031-0000	25,856	1090	25-08-406-052-0000	24,044	1138	25-08-408-022-0000	31,078									
1043	25-08-405-032-0000	27,304	1091	25-08-406-053-0000	24,221	1139	25-08-408-023-0000	26,356									
1044	25-08-405-038-0000	22,391	1092	25-08-406-054-0000	-	1140	25-08-408-024-0000	20,394									
1045	25-08-405-039-0000	22,391	1093	25-08-406-055-0000	17,411	1141	25-08-408-025-0000	32,309									
1046	25-08-405-040-0000	-	1094	25-08-406-056-0000	27,172	1142	25-08-408-030-0000	17,639									
1047	25-08-405-041-0000	26,577	1095	25-08-406-057-0000	2,099	1143	25-08-408-032-0000	28,174									
1048	25-08-405-042-0000	28,356	1096	25-08-406-058-0000	22,874	1144	25-08-408-033-0000	18,915									
1049	25-08-405-043-0000	26,589	1097	25-08-406-059-0000	18,304	1145	25-08-408-034-0000	5,266									
1050	25-08-405-044-0000	-	1098	25-08-406-060-0000	-	1146	25-08-408-037-0000	25,710									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
1147	25-08-408-038-0000		24,406			1195	25-08-409-064-0000		24,919			1243	25-08-411-009-0000		9,550		
1148	25-08-408-039-0000		42,247			1196	25-08-409-065-0000		23,935			1244	25-08-411-010-0000		31,176		
1149	25-08-408-040-0000		29,091			1197	25-08-409-066-0000		407			1245	25-08-411-011-0000		26,086		
1150	25-08-408-041-0000		-			1198	25-08-410-005-0000		20,983			1246	25-08-411-012-0000		23,258		
1151	25-08-408-042-0000		-			1199	25-08-410-006-0000		20,624			1247	25-08-411-013-0000		-		
1152	25-08-408-043-0000		-			1200	25-08-410-007-0000		23,702			1248	25-08-411-014-0000		25,076		
1153	25-08-408-044-0000		-			1201	25-08-410-008-0000		21,031			1249	25-08-411-015-0000		27,621		
1154	25-08-408-045-0000		33,530			1202	25-08-410-009-0000		14,566			1250	25-08-411-016-0000		2,674		
1155	25-08-408-046-0000		24,462			1203	25-08-410-010-0000		27,716			1251	25-08-411-017-0000		-		
1156	25-08-408-047-0000		21,165			1204	25-08-410-011-0000		25,461			1252	25-08-411-018-0000		28,098		
1157	25-08-408-048-0000		24,330			1205	25-08-410-012-0000		22,723			1253	25-08-411-019-0000		26,429		
1158	25-08-408-049-0000		27,237			1206	25-08-410-013-0000		24,103			1254	25-08-411-020-0000		27,736		
1159	25-08-409-001-0000		22,167			1207	25-08-410-014-0000		25,915			1255	25-08-411-025-0000		21,306		
1160	25-08-409-002-0000		20,961			1208	25-08-410-015-0000		31,869			1256	25-08-411-026-0000		1,257		
1161	25-08-409-003-0000		21,446			1209	25-08-410-016-0000		24,585			1257	25-08-411-031-0000		22,313		
1162	25-08-409-004-0000		-			1210	25-08-410-017-0000		19,479			1258	25-08-411-034-0000		16,365		
1163	25-08-409-005-0000		17,838			1211	25-08-410-018-0000		20,287			1259	25-08-411-035-0000		1,958		
1164	25-08-409-006-0000		5,367			1212	25-08-410-019-0000		23,699			1260	25-08-411-036-0000		-		
1165	25-08-409-007-0000		4,887			1213	25-08-410-020-0000		19,280			1261	25-08-411-037-0000		25,691		
1166	25-08-409-010-0000		24,981			1214	25-08-410-021-0000		25,424			1262	25-08-411-044-0000		17,001		
1167	25-08-409-013-0000		12,558			1215	25-08-410-022-0000		19,137			1263	25-08-411-045-0000		24,821		
1168	25-08-409-014-0000		4,887			1216	25-08-410-023-0000		34,133			1264	25-08-411-046-0000		26,956		
1169	25-08-409-015-0000		4,887			1217	25-08-410-024-0000		33,743			1265	25-08-411-051-0000		25,859		
1170	25-08-409-016-0000		15,860			1218	25-08-410-025-0000		6,144			1266	25-08-411-052-0000		26,238		
1171	25-08-409-017-0000		4,887			1219	25-08-410-026-0000		-			1267	25-08-411-053-0000		-		
1172	25-08-409-024-0000		15,397			1220	25-08-410-027-0000		11,979			1268	25-08-411-058-0000		22,352		
1173	25-08-409-025-0000		29,868			1221	25-08-410-028-0000		24,956			1269	25-08-411-059-0000		21,488		
1174	25-08-409-029-0000		4,887			1222	25-08-410-029-0000		-			1270	25-08-411-060-0000		23,850		
1175	25-08-409-030-0000		4,887			1223	25-08-410-030-0000		19,404			1271	25-08-411-061-0000		31,285		
1176	25-08-409-031-0000		21,864			1224	25-08-410-031-0000		7,045			1272	25-08-411-062-0000		-		
1177	25-08-409-032-0000		20,248			1225	25-08-410-032-0000		22,748			1273	25-08-411-063-0000		28,056		
1178	25-08-409-033-0000		22,218			1226	25-08-410-033-0000		21,746			1274	25-08-411-064-0000		23,427		
1179	25-08-409-034-0000		16,717			1227	25-08-410-038-0000		31,425			1275	25-08-411-065-0000		-		
1180	25-08-409-035-0000		23,014			1228	25-08-410-039-0000		5,344			1276	25-08-412-001-0000		16,353		
1181	25-08-409-036-0000		25,842			1229	25-08-410-040-0000		5,344			1277	25-08-412-002-0000		26,524		
1182	25-08-409-037-0000		17,159			1230	25-08-410-041-0000		23,037			1278	25-08-412-003-0000		-		
1183	25-08-409-048-0000		21,597			1231	25-08-410-042-0000		9,214			1279	25-08-412-004-0000		26,530		
1184	25-08-409-051-0000		28,872			1232	25-08-410-043-0000		24,557			1280	25-08-412-005-0000		16,943		
1185	25-08-409-053-0000		22,159			1233	25-08-410-044-0000		24,072			1281	25-08-412-006-0000		-		
1186	25-08-409-054-0000		28,682			1234	25-08-410-045-0000		26,563			1282	25-08-412-007-0000		25,562		
1187	25-08-409-055-0000		26,325			1235	25-08-410-046-0000		26,064			1283	25-08-412-008-0000		21,090		
1188	25-08-409-057-0000		25,124			1236	25-08-410-047-0000		28,073			1284	25-08-412-011-0000		24,151		
1189	25-08-409-058-0000		-			1237	25-08-410-048-0000		19,577			1285	25-08-412-012-0000		-		
1190	25-08-409-059-0000		19,561			1238	25-08-411-004-0000		22,145			1286	25-08-412-013-0000		28,491		
1191	25-08-409-060-0000		6,444			1239	25-08-411-005-0000		24,922			1287	25-08-412-014-0000		24,602		
1192	25-08-409-061-0000		-			1240	25-08-411-006-0000		2,455			1288	25-08-412-015-0000		18,926		
1193	25-08-409-062-0000		19,620			1241	25-08-411-007-0000		21,550			1289	25-08-412-016-0000		17,916		
1194	25-08-409-063-0000		24,069			1242	25-08-411-008-0000		7,920			1290	25-08-412-017-0000		-		

Added Area PINs		2012 EAV	Added Area PINs		2012 EAV	Added Area PINs		2012 EAV
1291	25-08-412-018-0000	28,121	1339	25-08-413-058-0000	23,696	1387	25-08-415-033-0000	74,980
1292	25-08-412-019-0000	22,605	1340	25-08-413-059-0000	-	1388	25-08-415-034-0000	266,829
1293	25-08-412-024-0000	23,626	1341	25-08-413-060-0000	28,463	1389	25-08-415-035-0000	266,829
1294	25-08-412-025-0000	23,626	1342	25-08-413-061-0000	25,278	1390	25-08-415-036-0000	74,980
1295	25-08-412-033-0000	13,385	1343	25-08-413-062-0000	25,753	1391	25-08-415-037-0000	74,980
1296	25-08-412-034-0000	13,385	1344	25-08-413-063-0000	24,050	1392	25-08-415-038-0000	74,980
1297	25-08-412-035-0000	23,887	1345	25-08-413-064-0000	33,319	1393	25-08-415-039-0000	74,980
1298	25-08-412-036-0000	3,191	1346	25-08-414-002-0000	25,141	1394	25-08-415-040-0000	74,980
1299	25-08-412-037-0000	24,863	1347	25-08-414-003-0000	21,881	1395	25-08-415-041-0000	18,343
1300	25-08-412-038-0000	29,321	1348	25-08-414-006-0000	20,694	1396	25-08-415-042-0000	8,967
1301	25-08-412-039-0000	14,325	1349	25-08-414-007-0000	30,671	1397	25-08-415-043-0000	12,331
1302	25-08-412-040-0000	21,373	1350	25-08-414-008-0000	11,965	1398	25-08-415-044-0000	6,164
1303	25-08-412-045-0000	-	1351	25-08-414-009-0000	8,807	1399	25-08-415-045-0000	6,164
1304	25-08-412-046-0000	30,895	1352	25-08-414-010-0000	8,807	1400	25-08-415-048-0000	22,304
1305	25-08-412-047-0000	24,010	1353	25-08-414-011-0000	20,066	1401	25-08-415-049-0000	25,941
1306	25-08-412-048-0000	28,238	1354	25-08-414-012-0000	4,887	1402	25-08-415-050-0000	24,793
1307	25-08-412-049-0000	23,505	1355	25-08-414-013-0000	23,267	1403	25-08-415-051-0000	21,438
1308	25-08-412-050-0000	-	1356	25-08-414-014-0000	23,573	1404	25-08-415-052-0000	19,990
1309	25-08-412-051-0000	28,505	1357	25-08-414-015-0000	13,736	1405	25-08-415-053-0000	21,047
1310	25-08-412-052-0000	24,737	1358	25-08-414-048-0000	16,996	1406	25-08-415-054-0000	-
1311	25-08-412-053-0000	-	1359	25-08-414-049-0000	17,888	1407	25-08-415-055-0000	22,044
1312	25-08-413-007-0000	23,225	1360	25-08-414-050-0000	20,874	1408	25-08-415-056-0000	28,951
1313	25-08-413-014-0000	35,892	1361	25-08-414-051-0000	23,510	1409	25-08-415-057-0000	25,287
1314	25-08-413-015-0000	23,965	1362	25-08-414-052-0000	27,635	1410	25-08-415-058-0000	21,925
1315	25-08-413-016-0000	30,169	1363	25-08-414-053-0000	23,839	1411	25-08-415-059-0000	6,314
1316	25-08-413-021-0000	25,977	1364	25-08-414-054-0000	28,654	1412	25-08-415-060-0000	454
1317	25-08-413-022-0000	-	1365	25-08-414-055-0000	23,157	1413	25-08-415-061-0000	29,279
1318	25-08-413-023-0000	24,835	1366	25-08-414-056-0000	23,839	1414	25-08-415-062-0000	124,484
1319	25-08-413-024-0000	27,175	1367	25-08-414-061-0000	20,200	1415	25-08-415-063-0000	22,720
1320	25-08-413-025-0000	26,044	1368	25-08-414-062-0000	22,896	1416	25-08-415-064-0000	41,427
1321	25-08-413-026-0000	-	1369	25-08-414-063-0000	12,342	1417	25-08-416-001-0000	6,248
1322	25-08-413-027-0000	-	1370	25-08-414-068-0000	-	1418	25-08-416-002-0000	7,180
1323	25-08-413-030-0000	19,586	1371	25-08-414-069-0000	28,446	1419	25-08-416-005-0000	23,609
1324	25-08-413-031-0000	4,887	1372	25-08-414-070-0000	19,510	1420	25-08-416-006-0000	20,742
1325	25-08-413-037-0000	4,849	1373	25-08-414-071-0000	18,993	1421	25-08-416-007-0000	54,995
1326	25-08-413-038-0000	32,211	1374	25-08-414-072-0000	-	1422	25-08-416-010-0000	27,029
1327	25-08-413-039-0000	2,732	1375	25-08-414-073-0000	24,484	1423	25-08-416-011-0000	22,560
1328	25-08-413-040-0000	30,603	1376	25-08-414-074-0000	31,038	1424	25-08-416-012-0000	7,410
1329	25-08-413-041-0000	26,025	1377	25-08-414-075-0000	27,298	1425	25-08-416-013-0000	27,175
1330	25-08-413-042-0000	21,025	1378	25-08-414-076-0000	26,956	1426	25-08-416-014-0000	16,278
1331	25-08-413-043-0000	18,769	1379	25-08-414-077-0000	-	1427	25-08-416-019-0000	27,907
1332	25-08-413-051-0000	18,161	1380	25-08-414-078-0000	1,854	1428	25-08-416-020-0000	25,587
1333	25-08-413-052-0000	20,708	1381	25-08-414-079-0000	23,009	1429	25-08-416-021-0000	26,827
1334	25-08-413-053-0000	-	1382	25-08-414-080-0000	28,858	1430	25-08-416-022-0000	27,865
1335	25-08-413-054-0000	19,793	1383	25-08-415-029-0000	19,112	1431	25-08-416-023-0000	33,482
1336	25-08-413-055-0000	17,970	1384	25-08-415-030-0000	18,015	1432	25-08-416-024-0000	26,482
1337	25-08-413-056-0000	31,908	1385	25-08-415-031-0000	74,980	1433	25-08-416-025-0000	25,469
1338	25-08-413-057-0000	19,765	1386	25-08-415-032-0000	74,980	1434	25-08-416-027-0000	20,178

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
1435	25-08-416-028-0000	20,556	1483	25-08-417-053-0000	2,104	1531	25-08-419-003-0000	17,506									
1436	25-08-416-029-0000	24,916	1484	25-08-417-054-0000	-	1532	25-08-419-004-0000	25,652									
1437	25-08-416-030-0000	25,486	1485	25-08-417-055-0000	28,990	1533	25-08-419-005-0000	-									
1438	25-08-416-031-0000	27,181	1486	25-08-417-056-0000	23,808	1534	25-08-419-006-0000	23,031									
1439	25-08-416-032-0000	13,455	1487	25-08-417-057-0000	7,603	1535	25-08-419-007-0000	21,367									
1440	25-08-416-033-0000	20,071	1488	25-08-417-058-0000	6,313	1536	25-08-419-012-0000	20,186									
1441	25-08-416-034-0000	12,548	1489	25-08-418-001-0000	20,256	1537	25-08-419-013-0000	19,535									
1442	25-08-416-035-0000	24,108	1490	25-08-418-002-0000	16,623	1538	25-08-419-014-0000	-									
1443	25-08-416-036-0000	6,414	1491	25-08-418-003-0000	25,590	1539	25-08-419-015-0000	-									
1444	25-08-416-037-0000	-	1492	25-08-418-004-0000	19,027	1540	25-08-419-016-0000	26,746									
1445	25-08-416-038-0000	28,165	1493	25-08-418-005-0000	31,681	1541	25-08-419-017-0000	30,242									
1446	25-08-416-039-0000	21,098	1494	25-08-418-006-0000	17,885	1542	25-08-419-018-0000	27,139									
1447	25-08-416-040-0000	15,658	1495	25-08-418-007-0000	28,491	1543	25-08-419-019-0000	19,386									
1448	25-08-416-041-0000	21,572	1496	25-08-418-008-0000	21,468	1544	25-08-419-020-0000	27,105									
1449	25-08-417-001-0000	13,962	1497	25-08-418-009-0000	12,824	1545	25-08-419-021-0000	24,184									
1450	25-08-417-002-0000	5,261	1498	25-08-418-010-0000	5,176	1546	25-08-419-022-0000	21,292									
1451	25-08-417-003-0000	-	1499	25-08-418-011-0000	16,415	1547	25-08-419-023-0000	25,562									
1452	25-08-417-006-0000	24,726	1500	25-08-418-012-0000	17,176	1548	25-08-419-034-0000	30,469									
1453	25-08-417-007-0000	20,719	1501	25-08-418-015-0000	-	1549	25-08-419-035-0000	23,387									
1454	25-08-417-010-0000	22,007	1502	25-08-418-018-0000	-	1550	25-08-419-036-0000	28,780									
1455	25-08-417-015-0000	19,667	1503	25-08-418-019-0000	28,446	1551	25-08-419-037-0000	34,511									
1456	25-08-417-016-0000	-	1504	25-08-418-020-0000	26,176	1552	25-08-419-038-0000	11,123									
1457	25-08-417-017-0000	21,255	1505	25-08-418-021-0000	27,144	1553	25-08-419-039-0000	20,997									
1458	25-08-417-021-0000	9,497	1506	25-08-418-022-0000	23,904	1554	25-08-419-040-0000	20,554									
1459	25-08-417-022-0000	9,497	1507	25-08-418-023-0000	23,208	1555	25-08-419-043-0000	27,169									
1460	25-08-417-023-0000	26,429	1508	25-08-418-024-0000	20,901	1556	25-08-419-044-0000	23,887									
1461	25-08-417-024-0000	22,543	1509	25-08-418-032-0000	25,941	1557	25-08-419-045-0000	21,415									
1462	25-08-417-025-0000	5,765	1510	25-08-418-033-0000	24,344	1558	25-08-419-046-0000	25,194									
1463	25-08-417-026-0000	12,765	1511	25-08-418-034-0000	-	1559	25-08-419-047-0000	23,786									
1464	25-08-417-027-0000	-	1512	25-08-418-038-0000	21,623	1560	25-08-419-048-0000	3,969									
1465	25-08-417-028-0000	12,530	1513	25-08-418-039-0000	17,084	1561	25-08-419-049-0000	23,786									
1466	25-08-417-029-0000	-	1514	25-08-418-040-0000	21,362	1562	25-08-419-050-0000	27,615									
1467	25-08-417-030-0000	26,586	1515	25-08-418-041-0000	8,111	1563	25-08-419-051-0000	-									
1468	25-08-417-035-0000	23,054	1516	25-08-418-042-0000	-	1564	25-08-419-052-0000	28,059									
1469	25-08-417-036-0000	26,412	1517	25-08-418-043-0000	-	1565	25-08-419-053-0000	23,786									
1470	25-08-417-037-0000	23,054	1518	25-08-418-044-0000	24,810	1566	25-08-419-054-0000	-									
1471	25-08-417-041-0000	25,116	1519	25-08-418-046-0000	899	1567	25-08-420-001-0000	22,793									
1472	25-08-417-042-0000	23,772	1520	25-08-418-047-0000	3,185	1568	25-08-420-002-0000	26,179									
1473	25-08-417-043-0000	21,348	1521	25-08-418-048-0000	32,329	1569	25-08-420-003-0000	21,816									
1474	25-08-417-044-0000	19,634	1522	25-08-418-049-0000	27,094	1570	25-08-420-004-0000	28,393									
1475	25-08-417-045-0000	19,707	1523	25-08-418-050-0000	27,456	1571	25-08-420-005-0000	-									
1476	25-08-417-046-0000	22,293	1524	25-08-418-051-0000	24,914	1572	25-08-420-006-0000	28,362									
1477	25-08-417-047-0000	1,473	1525	25-08-418-052-0000	3,893	1573	25-08-420-007-0000	-									
1478	25-08-417-048-0000	23,517	1526	25-08-418-053-0000	24,633	1574	25-08-420-008-0000	26,810									
1479	25-08-417-049-0000	2,315	1527	25-08-418-054-0000	-	1575	25-08-420-009-0000	27,714									
1480	25-08-417-050-0000	3,883	1528	25-08-418-056-0000	28,496	1576	25-08-420-010-0000	25,135									
1481	25-08-417-051-0000	7,393	1529	25-08-419-001-0000	31,571	1577	25-08-420-011-0000	27,321									
1482	25-08-417-052-0000	25,775	1530	25-08-419-002-0000	25,817	1578	25-08-420-012-0000	4,074									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
1579	25-08-420-013-0000		16,415			1627	25-08-421-045-0000		26,504			1675	25-08-422-069-0000		-		
1580	25-08-420-014-0000		3,422			1628	25-08-421-046-0000		10,166			1676	25-08-422-070-0000		19,836		
1581	25-08-420-015-0000		26,246			1629	25-08-421-047-0000		23,775			1677	25-08-422-071-0000		27,021		
1582	25-08-420-016-0000		23,078			1630	25-08-421-048-0000		27,085			1678	25-08-423-007-0000		25,983		
1583	25-08-420-017-0000		-			1631	25-08-421-049-0000		33,889			1679	25-08-423-008-0000		25,781		
1584	25-08-420-018-0000		27,094			1632	25-08-421-050-0000		27,085			1680	25-08-423-009-0000		23,477		
1585	25-08-420-019-0000		19,364			1633	25-08-421-051-0000		-			1681	25-08-423-010-0000		-		
1586	25-08-420-020-0000		22,860			1634	25-08-421-052-0000		28,053			1682	25-08-423-011-0000		16,026		
1587	25-08-420-025-0000		21,359			1635	25-08-421-053-0000		23,825			1683	25-08-423-012-0000		22,131		
1588	25-08-420-026-0000		16,614			1636	25-08-421-054-0000		25,567			1684	25-08-423-013-0000		24,656		
1589	25-08-420-027-0000		17,131			1637	25-08-421-055-0000		28,045			1685	25-08-423-014-0000		15,902		
1590	25-08-420-029-0000		19,779			1638	25-08-421-056-0000		22,683			1686	25-08-423-015-0000		24,344		
1591	25-08-420-030-0000		30,929			1639	25-08-421-057-0000		27,601			1687	25-08-423-020-0000		32,222		
1592	25-08-420-031-0000		25,590			1640	25-08-421-058-0000		27,559			1688	25-08-423-021-0000		25,915		
1593	25-08-420-032-0000		21,061			1641	25-08-421-059-0000		20,893			1689	25-08-423-022-0000		27,057		
1594	25-08-420-033-0000		33,611			1642	25-08-422-005-0000		28,258			1690	25-08-423-023-0000		27,057		
1595	25-08-420-034-0000		17,262			1643	25-08-422-006-0000		21,945			1691	25-08-423-024-0000		27,057		
1596	25-08-420-035-0000		-			1644	25-08-422-007-0000		26,274			1692	25-08-423-025-0000		-		
1597	25-08-420-036-0000		41,660			1645	25-08-422-008-0000		25,093			1693	25-08-423-026-0000		-		
1598	25-08-420-037-0000		26,850			1646	25-08-422-009-0000		25,326			1694	25-08-423-027-0000		-		
1599	25-08-420-038-0000		26,513			1647	25-08-422-010-0000		514			1695	25-08-423-028-0000		-		
1600	25-08-420-039-0000		31,103			1648	25-08-422-011-0000		27,775			1696	25-08-423-029-0000		-		
1601	25-08-420-040-0000		24,964			1649	25-08-422-012-0000		5,434			1697	25-08-423-030-0000		-		
1602	25-08-420-041-0000		28,536			1650	25-08-422-013-0000		22,638			1698	25-08-423-031-0000		24,734		
1603	25-08-420-042-0000		26,698			1651	25-08-422-014-0000		4,927			1699	25-08-423-032-0000		25,119		
1604	25-08-421-007-0000		42,132			1652	25-08-422-015-0000		24,992			1700	25-08-423-033-0000		25,119		
1605	25-08-421-008-0000		-			1653	25-08-422-016-0000		4,927			1701	25-08-423-034-0000		-		
1606	25-08-421-009-0000		27,329			1654	25-08-422-017-0000		14,320			1702	25-08-423-035-0000		22,492		
1607	25-08-421-010-0000		22,329			1655	25-08-422-018-0000		4,927			1703	25-08-423-036-0000		22,369		
1608	25-08-421-016-0000		32,161			1656	25-08-422-022-0000		21,011			1704	25-08-423-037-0000		-		
1609	25-08-421-017-0000		3,041			1657	25-08-422-023-0000		1,312			1705	25-08-423-038-0000		74,949		
1610	25-08-421-022-0000		19,381			1658	25-08-422-046-0000		26,959			1706	25-08-423-039-0000		54,114		
1611	25-08-421-023-0000		595			1659	25-08-422-047-0000		24,069			1707	25-08-424-004-0000		33,151		
1612	25-08-421-024-0000		21,743			1660	25-08-422-054-0000		18,486			1708	25-08-424-005-0000		34,492		
1613	25-08-421-028-0000		-			1661	25-08-422-055-0000		20,938			1709	25-08-424-006-0000		23,589		
1614	25-08-421-029-0000		-			1662	25-08-422-056-0000		18,938			1710	25-08-424-007-0000		32,270		
1615	25-08-421-030-0000		22,428			1663	25-08-422-057-0000		113			1711	25-08-424-008-0000		33,614		
1616	25-08-421-031-0000		22,192			1664	25-08-422-058-0000		15,363			1712	25-08-424-009-0000		26,106		
1617	25-08-421-032-0000		-			1665	25-08-422-059-0000		18,520			1713	25-08-424-010-0000		35,648		
1618	25-08-421-033-0000		36,882			1666	25-08-422-060-0000		28,003			1714	25-08-424-011-0000		30,084		
1619	25-08-421-034-0000		19,900			1667	25-08-422-061-0000		27,941			1715	25-08-424-012-0000		33,953		
1620	25-08-421-035-0000		23,345			1668	25-08-422-062-0000		19,086			1716	25-08-424-013-0000		2,377		
1621	25-08-421-036-0000		-			1669	25-08-422-063-0000		26,504			1717	25-08-424-014-0000		24,524		
1622	25-08-421-037-0000		17,869			1670	25-08-422-064-0000		26,903			1718	25-08-424-015-0000		27,113		
1623	25-08-421-038-0000		17,947			1671	25-08-422-065-0000		25,382			1719	25-08-424-016-0000		22,680		
1624	25-08-421-039-0000		29,091			1672	25-08-422-066-0000		27,888			1720	25-08-424-017-0000		21,553		
1625	25-08-421-043-0000		954			1673	25-08-422-067-0000		24,038			1721	25-08-424-018-0000		24,846		
1626	25-08-421-044-0000		26,504			1674	25-08-422-068-0000		25,831			1722	25-08-424-019-0000		21,553		

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
1723	25-08-424-020-0000	19,869	1771	25-08-425-028-0000	17,903	1819	25-08-426-047-0000	33,979									
1724	25-08-424-021-0000	22,041	1772	25-08-425-029-0000	8,420	1820	25-08-426-048-0000	25,750									
1725	25-08-424-022-0000	25,234	1773	25-08-425-030-0000	5,367	1821	25-08-426-049-0000	8,173									
1726	25-08-424-023-0000	-	1774	25-08-425-031-0000	-	1822	25-08-427-005-0000	20,638									
1727	25-08-424-024-0000	26,768	1775	25-08-425-032-0000	-	1823	25-08-427-006-0000	29,748									
1728	25-08-424-025-0000	40,179	1776	25-08-425-033-0000	-	1824	25-08-427-007-0000	23,149									
1729	25-08-424-026-0000	24,515	1777	25-08-425-034-0000	-	1825	25-08-427-008-0000	25,074									
1730	25-08-424-027-0000	-	1778	25-08-425-035-0000	-	1826	25-08-427-009-0000	10,240									
1731	25-08-424-028-0000	-	1779	25-08-425-036-0000	-	1827	25-08-427-010-0000	22,824									
1732	25-08-424-030-0000	18,365	1780	25-08-425-037-0000	3,075	1828	25-08-427-011-0000	15,958									
1733	25-08-424-031-0000	18,365	1781	25-08-425-038-0000	-	1829	25-08-427-012-0000	-									
1734	25-08-424-032-0000	18,365	1782	25-08-425-039-0000	18,610	1830	25-08-427-013-0000	24,350									
1735	25-08-424-033-0000	48,562	1783	25-08-425-040-0000	6,083	1831	25-08-427-014-0000	-									
1736	25-08-424-034-0000	38,496	1784	25-08-426-001-0000	30,258	1832	25-08-427-017-0000	6,506									
1737	25-08-424-035-0000	18,365	1785	25-08-426-002-0000	5,134	1833	25-08-427-018-0000	17,600									
1738	25-08-424-036-0000	18,365	1786	25-08-426-003-0000	13,986	1834	25-08-427-020-0000	24,945									
1739	25-08-424-037-0000	21,219	1787	25-08-426-004-0000	8,700	1835	25-08-427-021-0000	19,757									
1740	25-08-424-038-0000	24,355	1788	25-08-426-005-0000	22,001	1836	25-08-427-028-0000	25,539									
1741	25-08-424-039-0000	1,505	1789	25-08-426-006-0000	8,150	1837	25-08-427-029-0000	22,091									
1742	25-08-424-040-0000	23,497	1790	25-08-426-007-0000	19,204	1838	25-08-427-030-0000	22,714									
1743	25-08-424-041-0000	21,219	1791	25-08-426-008-0000	14,440	1839	25-08-427-031-0000	16,491									
1744	25-08-424-042-0000	18,365	1792	25-08-426-009-0000	5,134	1840	25-08-427-032-0000	1,331									
1745	25-08-425-001-0000	19,580	1793	25-08-426-010-0000	20,795	1841	25-08-427-033-0000	24,880									
1746	25-08-425-002-0000	22,420	1794	25-08-426-011-0000	18,783	1842	25-08-427-034-0000	21,078									
1747	25-08-425-003-0000	20,296	1795	25-08-426-014-0000	20,397	1843	25-08-427-035-0000	32,556									
1748	25-08-425-004-0000	1,776	1796	25-08-426-015-0000	-	1844	25-08-427-036-0000	25,110									
1749	25-08-425-005-0000	29,133	1797	25-08-426-016-0000	-	1845	25-08-427-037-0000	21,623									
1750	25-08-425-006-0000	22,372	1798	25-08-426-017-0000	22,711	1846	25-08-427-038-0000	76,077									
1751	25-08-425-007-0000	-	1799	25-08-426-018-0000	27,444	1847	25-08-427-039-0000	25,565									
1752	25-08-425-008-0000	15,557	1800	25-08-426-019-0000	19,078	1848	25-08-427-040-0000	24,681									
1753	25-08-425-009-0000	25,960	1801	25-08-426-020-0000	15,666	1849	25-08-427-041-0000	23,864									
1754	25-08-425-010-0000	2,545	1802	25-08-426-021-0000	26,763	1850	25-08-427-042-0000	24,574									
1755	25-08-425-011-0000	7,802	1803	25-08-426-024-0000	-	1851	25-08-427-043-0000	26,106									
1756	25-08-425-012-0000	13,865	1804	25-08-426-025-0000	25,489	1852	25-08-427-045-0000	645									
1757	25-08-425-013-0000	15,689	1805	25-08-426-026-0000	2,247	1853	25-08-427-046-0000	25,570									
1758	25-08-425-014-0000	22,784	1806	25-08-426-027-0000	7,185	1854	25-08-427-047-0000	24,891									
1759	25-08-425-015-0000	26,117	1807	25-08-426-028-0000	18,609	1855	25-08-427-048-0000	3,462									
1760	25-08-425-016-0000	26,305	1808	25-08-426-029-0000	-	1856	25-08-427-049-0000	19,634									
1761	25-08-425-017-0000	18,472	1809	25-08-426-030-0000	-	1857	25-08-427-050-0000	5,078									
1762	25-08-425-019-0000	26,785	1810	25-08-426-031-0000	-	1858	25-08-428-001-0000	25,688									
1763	25-08-425-020-0000	25,082	1811	25-08-426-032-0000	-	1859	25-08-428-002-0000	-									
1764	25-08-425-021-0000	25,643	1812	25-08-426-033-0000	-	1860	25-08-428-005-0000	5,134									
1765	25-08-425-022-0000	28,914	1813	25-08-426-034-0000	-	1861	25-08-428-006-0000	26,429									
1766	25-08-425-023-0000	5,092	1814	25-08-426-038-0000	21,309	1862	25-08-428-009-0000	27,860									
1767	25-08-425-024-0000	22,986	1815	25-08-426-040-0000	34,391	1863	25-08-428-010-0000	5,134									
1768	25-08-425-025-0000	5,092	1816	25-08-426-043-0000	19,953	1864	25-08-428-011-0000	22,178									
1769	25-08-425-026-0000	14,965	1817	25-08-426-044-0000	27,778	1865	25-08-428-012-0000	22,627									
1770	25-08-425-027-0000	8,069	1818	25-08-426-045-0000	24,950	1866	25-08-428-013-0000	26,569									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
1867	25-08-428-014-0000	24,038	1915	25-08-429-022-0000	26,777	1963	25-08-430-030-0000	-									
1868	25-08-428-015-0000	27,054	1916	25-08-429-023-0000	28,724	1964	25-08-430-040-0000	651,690									
1869	25-08-428-016-0000	23,079	1917	25-08-429-024-0000	28,390	1965	25-08-431-001-0000	22,579									
1870	25-08-428-017-0000	23,012	1918	25-08-429-025-0000	5,134	1966	25-08-431-002-0000	23,306									
1871	25-08-428-018-0000	23,362	1919	25-08-429-026-0000	9,749	1967	25-08-431-003-0000	20,556									
1872	25-08-428-023-0000	24,176	1920	25-08-429-027-0000	9,749	1968	25-08-431-004-0000	23,211									
1873	25-08-428-024-0000	-	1921	25-08-429-028-0000	-	1969	25-08-431-005-0000	23,003									
1874	25-08-428-025-0000	24,426	1922	25-08-429-029-0000	-	1970	25-08-431-006-0000	7,619									
1875	25-08-428-026-0000	12,248	1923	25-08-429-030-0000	-	1971	25-08-431-007-0000	-									
1876	25-08-428-027-0000	24,426	1924	25-08-429-031-0000	-	1972	25-08-431-008-0000	27,363									
1877	25-08-428-028-0000	24,757	1925	25-08-429-032-0000	-	1973	25-08-431-009-0000	28,794									
1878	25-08-428-029-0000	12,797	1926	25-08-429-033-0000	-	1974	25-08-431-010-0000	35,948									
1879	25-08-428-030-0000	5,687	1927	25-08-429-039-0000	26,285	1975	25-08-431-011-0000	22,669									
1880	25-08-428-031-0000	18,831	1928	25-08-429-040-0000	17,664	1976	25-08-431-012-0000	-									
1881	25-08-428-032-0000	5,092	1929	25-08-429-043-0000	25,413	1977	25-08-431-013-0000	26,381									
1882	25-08-428-033-0000	-	1930	25-08-429-044-0000	17,036	1978	25-08-431-019-0000	35,348									
1883	25-08-428-034-0000	-	1931	25-08-429-045-0000	133,634	1979	25-08-431-020-0000	34,615									
1884	25-08-428-035-0000	-	1932	25-08-429-046-0000	18,941	1980	25-08-431-021-0000	34,615									
1885	25-08-428-036-0000	-	1933	25-08-429-047-0000	9,255	1981	25-08-431-022-0000	35,348									
1886	25-08-428-037-0000	-	1934	25-08-430-001-0000	25,107	1982	25-08-431-023-0000	89,431									
1887	25-08-428-038-0000	-	1935	25-08-430-002-0000	20,719	1983	25-08-431-024-0000	89,431									
1888	25-08-428-039-0000	-	1936	25-08-430-003-0000	22,420	1984	25-08-431-025-0000	16,413									
1889	25-08-428-040-0000	-	1937	25-08-430-004-0000	3,439	1985	25-08-431-026-0000	33,923									
1890	25-08-428-041-0000	76,310	1938	25-08-430-005-0000	11,326	1986	25-08-431-027-0000	42,682									
1891	25-08-428-042-0000	31,919	1939	25-08-430-006-0000	25,865	1987	25-08-431-028-0000	16,612									
1892	25-08-428-043-0000	23,258	1940	25-08-430-007-0000	25,388	1988	25-08-431-029-0000	16,612									
1893	25-08-428-044-0000	23,163	1941	25-08-430-008-0000	-	1989	25-08-431-030-0000	37,808									
1894	25-08-428-045-0000	28,732	1942	25-08-430-009-0000	19,527	1990	25-08-431-031-0000	23,385									
1895	25-08-428-046-0000	18,940	1943	25-08-430-010-0000	-	1991	25-08-431-032-0000	46,132									
1896	25-08-428-047-0000	1,429	1944	25-08-430-011-0000	15,719	1992	25-08-431-033-0000	46,132									
1897	25-08-429-001-0000	21,670	1945	25-08-430-012-0000	24,504	1993	25-08-431-034-0000	51,542									
1898	25-08-429-002-0000	1,123	1946	25-08-430-013-0000	881	1994	25-08-431-035-0000	45,409									
1899	25-08-429-003-0000	21,028	1947	25-08-430-014-0000	25,152	1995	25-08-431-037-0000	183,455									
1900	25-08-429-004-0000	5,134	1948	25-08-430-015-0000	26,227	1996	25-08-431-038-0000	14,738									
1901	25-08-429-005-0000	20,787	1949	25-08-430-016-0000	-	1997	25-08-431-039-0000	23,884									
1902	25-08-429-006-0000	20,450	1950	25-08-430-017-0000	32,062	1998	25-08-431-040-0000	206,910									
1903	25-08-429-007-0000	-	1951	25-08-430-018-0000	20,691	1999	25-08-500-001-0000	-									
1904	25-08-429-008-0000	20,287	1952	25-08-430-019-0000	20,719	2000	25-09-116-001-0000	17,473									
1905	25-08-429-009-0000	20,234	1953	25-08-430-020-0000	25,135	2001	25-09-116-002-0000	18,082									
1906	25-08-429-010-0000	20,919	1954	25-08-430-021-0000	24,417	2002	25-09-116-003-0000	60,570									
1907	25-08-429-011-0000	27,531	1955	25-08-430-022-0000	16,227	2003	25-09-116-004-0000	60,570									
1908	25-08-429-012-0000	23,460	1956	25-08-430-023-0000	24,737	2004	25-09-116-005-0000	24,369									
1909	25-08-429-013-0000	-	1957	25-08-430-024-0000	26,103	2005	25-09-116-006-0000	25,915									
1910	25-08-429-014-0000	25,217	1958	25-08-430-025-0000	37,368	2006	25-09-116-007-0000	27,088									
1911	25-08-429-015-0000	-	1959	25-08-430-026-0000	20,012	2007	25-09-116-008-0000	21,707									
1912	25-08-429-017-0000	5,134	1960	25-08-430-027-0000	23,037	2008	25-09-116-009-0000	26,670									
1913	25-08-429-018-0000	3,434	1961	25-08-430-028-0000	26,011	2009	25-09-116-010-0000	21,323									
1914	25-08-429-019-0000	24,830	1962	25-08-430-029-0000	24,504	2010	25-09-116-011-0000	5,597									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
2011	25-09-116-012-0000	4,545	2059	25-09-117-114-0000	23,696	2107	25-09-118-109-0000	-									
2012	25-09-116-013-0000	35,401	2060	25-09-117-115-0000	24,092	2108	25-09-119-001-0000	7,539									
2013	25-09-116-014-0000	5,555	2061	25-09-117-116-0000	23,878	2109	25-09-119-002-0000	7,645									
2014	25-09-116-015-0000	22,187	2062	25-09-117-117-0000	24,515	2110	25-09-119-003-0000	26,906									
2015	25-09-116-016-0000	295	2063	25-09-117-118-0000	-	2111	25-09-119-004-0000	-									
2016	25-09-116-021-0000	23,340	2064	25-09-117-119-0000	24,092	2112	25-09-119-005-0000	17,111									
2017	25-09-116-022-0000	21,894	2065	25-09-117-120-0000	24,369	2113	25-09-119-006-0000	26,822									
2018	25-09-116-023-0000	20,879	2066	25-09-117-121-0000	21,275	2114	25-09-119-023-0000	8,206									
2019	25-09-116-024-0000	15,767	2067	25-09-117-122-0000	25,144	2115	25-09-119-024-0000	8,100									
2020	25-09-116-049-0000	28,833	2068	25-09-117-123-0000	23,357	2116	25-09-119-026-0000	22,650									
2021	25-09-116-050-0000	26,942	2069	25-09-117-124-0000	16,620	2117	25-09-119-027-0000	28,132									
2022	25-09-116-051-0000	29,195	2070	25-09-117-125-0000	30,999	2118	25-09-119-030-0000	26,737									
2023	25-09-116-063-0000	22,742	2071	25-09-117-126-0000	24,058	2119	25-09-119-031-0000	21,659									
2024	25-09-116-064-0000	23,087	2072	25-09-118-001-0000	27,837	2120	25-09-119-032-0000	23,794									
2025	25-09-116-065-0000	24,549	2073	25-09-118-002-0000	25,621	2121	25-09-119-033-0000	22,753									
2026	25-09-116-066-0000	25,057	2074	25-09-118-007-0000	-	2122	25-09-119-034-0000	25,301									
2027	25-09-116-067-0000	26,622	2075	25-09-118-008-0000	-	2123	25-09-119-035-0000	26,547									
2028	25-09-116-068-0000	24,684	2076	25-09-118-045-0000	22,347	2124	25-09-119-036-0000	22,041									
2029	25-09-116-069-0000	24,426	2077	25-09-118-046-0000	17,262	2125	25-09-119-037-0000	26,827									
2030	25-09-116-070-0000	21,749	2078	25-09-118-047-0000	26,185	2126	25-09-119-038-0000	27,270									
2031	25-09-116-071-0000	25,427	2079	25-09-118-048-0000	21,244	2127	25-09-119-039-0000	24,931									
2032	25-09-116-072-0000	-	2080	25-09-118-054-0000	1,052	2128	25-09-119-040-0000	25,531									
2033	25-09-116-073-0000	20,057	2081	25-09-118-059-0000	23,640	2129	25-09-119-041-0000	14,064									
2034	25-09-116-074-0000	3,603	2082	25-09-118-060-0000	25,051	2130	25-09-119-042-0000	14,064									
2035	25-09-116-075-0000	23,842	2083	25-09-118-061-0000	19,920	2131	25-09-119-043-0000	23,727									
2036	25-09-116-076-0000	23,842	2084	25-09-118-062-0000	24,992	2132	25-09-119-044-0000	10,583									
2037	25-09-116-077-0000	-	2085	25-09-118-063-0000	19,880	2133	25-09-119-045-0000	10,499									
2038	25-09-116-079-0000	25,295	2086	25-09-118-064-0000	20,071	2134	25-09-119-046-0000	25,688									
2039	25-09-116-080-0000	21,404	2087	25-09-118-089-0000	22,285	2135	25-09-119-047-0000	3,226									
2040	25-09-116-081-0000	-	2088	25-09-118-090-0000	177	2136	25-09-119-048-0000	-									
2041	25-09-116-082-0000	21,404	2089	25-09-118-091-0000	20,803	2137	25-09-119-049-0000	42,771									
2042	25-09-117-097-0000	21,087	2090	25-09-118-092-0000	41,640	2138	25-09-119-050-0000	23,626									
2043	25-09-117-098-0000	-	2091	25-09-118-093-0000	-	2139	25-09-119-051-0000	5,841									
2044	25-09-117-099-0000	15,997	2092	25-09-118-094-0000	20,414	2140	25-09-119-052-0000	-									
2045	25-09-117-100-0000	-	2093	25-09-118-095-0000	23,488	2141	25-09-119-053-0000	-									
2046	25-09-117-101-0000	23,626	2094	25-09-118-096-0000	-	2142	25-09-119-054-0000	31,142									
2047	25-09-117-102-0000	23,272	2095	25-09-118-097-0000	23,233	2143	25-09-119-055-0000	29,557									
2048	25-09-117-103-0000	24,369	2096	25-09-118-098-0000	24,571	2144	25-09-119-056-0000	28,617									
2049	25-09-117-104-0000	19,620	2097	25-09-118-099-0000	24,498	2145	25-09-119-057-0000	30,797									
2050	25-09-117-105-0000	21,578	2098	25-09-118-100-0000	20,654	2146	25-09-119-059-0000	23,076									
2051	25-09-117-106-0000	19,748	2099	25-09-118-101-0000	23,707	2147	25-09-119-060-0000	-									
2052	25-09-117-107-0000	24,327	2100	25-09-118-102-0000	-	2148	25-09-119-061-0000	22,532									
2053	25-09-117-108-0000	24,748	2101	25-09-118-103-0000	-	2149	25-09-119-062-0000	24,706									
2054	25-09-117-109-0000	24,748	2102	25-09-118-104-0000	27,080	2150	25-09-119-064-0000	23,440									
2055	25-09-117-110-0000	22,330	2103	25-09-118-105-0000	27,080	2151	25-09-120-063-0000	-									
2056	25-09-117-111-0000	-	2104	25-09-118-106-0000	28,199	2152	25-09-124-001-0000	70,589									
2057	25-09-117-112-0000	25,018	2105	25-09-118-107-0000	28,645	2153	25-09-124-002-0000	5,499									
2058	25-09-117-113-0000	23,424	2106	25-09-118-108-0000	25,281	2154	25-09-124-003-0000	18,570									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
2155	25-09-124-004-0000	18,570	2203	25-09-127-010-0000	-	2251	25-09-301-020-0000	3,945									
2156	25-09-124-011-0000	-	2204	25-09-127-044-0000	-	2252	25-09-301-021-0000	9,303									
2157	25-09-124-025-0000	4,401	2205	25-09-127-048-0000	-	2253	25-09-301-022-0000	9,303									
2158	25-09-124-026-0000	4,426	2206	25-09-127-049-0000	-	2254	25-09-301-025-0000	1,243									
2159	25-09-124-031-0000	23,629	2207	25-09-128-011-0000	-	2255	25-09-301-026-0000	14,367									
2160	25-09-124-032-0000	-	2208	25-09-128-012-0000	-	2256	25-09-301-030-0000	23,906									
2161	25-09-124-033-0000	25,811	2209	25-09-300-007-0000	25,307	2257	25-09-301-031-0000	7,334									
2162	25-09-124-051-0000	-	2210	25-09-300-011-0000	39,904	2258	25-09-301-032-0000	23,598									
2163	25-09-124-052-0000	-	2211	25-09-300-021-0000	19,723	2259	25-09-301-036-0000	23,334									
2164	25-09-124-053-0000	-	2212	25-09-300-022-0000	68,131	2260	25-09-301-037-0000	24,375									
2165	25-09-124-054-0000	-	2213	25-09-300-023-0000	113,787	2261	25-09-301-042-0000	17,470									
2166	25-09-124-055-0000	-	2214	25-09-300-024-0000	114,261	2262	25-09-301-043-0000	-									
2167	25-09-124-056-0000	425,214	2215	25-09-300-025-0000	-	2263	25-09-301-044-0000	21,684									
2168	25-09-125-050-0000	26,819	2216	25-09-300-026-0000	14,931	2264	25-09-301-045-0000	-									
2169	25-09-125-051-0000	25,486	2217	25-09-300-027-0000	6,705	2265	25-09-301-046-0000	-									
2170	25-09-125-052-0000	24,075	2218	25-09-300-028-0000	6,705	2266	25-09-301-052-0000	23,382									
2171	25-09-125-065-0000	22,638	2219	25-09-300-034-0000	31,386	2267	25-09-301-054-0000	905									
2172	25-09-125-071-0000	24,661	2220	25-09-300-035-0000	20,021	2268	25-09-301-055-0000	-									
2173	25-09-125-072-0000	23,034	2221	25-09-300-036-0000	10,145	2269	25-09-301-056-0000	21,917									
2174	25-09-125-073-0000	-	2222	25-09-300-037-0000	10,145	2270	25-09-301-057-0000	24,964									
2175	25-09-125-082-0000	27,944	2223	25-09-300-038-0000	17,959	2271	25-09-301-058-0000	24,644									
2176	25-09-125-083-0000	24,061	2224	25-09-300-039-0000	4,416	2272	25-09-301-061-0000	24,964									
2177	25-09-125-084-0000	22,950	2225	25-09-300-040-0000	4,416	2273	25-09-301-062-0000	20,736									
2178	25-09-125-085-0000	29,310	2226	25-09-300-041-0000	10,184	2274	25-09-301-065-0000	23,236									
2179	25-09-125-086-0000	-	2227	25-09-300-042-0000	10,184	2275	25-09-301-066-0000	23,660									
2180	25-09-125-087-0000	27,972	2228	25-09-300-043-0000	7,901	2276	25-09-301-067-0000	8,101									
2181	25-09-125-088-0000	29,950	2229	25-09-300-044-0000	7,901	2277	25-09-301-068-0000	24,296									
2182	25-09-125-089-0000	21,788	2230	25-09-300-045-0000	6,254	2278	25-09-301-069-0000	24,235									
2183	25-09-125-090-0000	26,659	2231	25-09-300-046-0000	6,254	2279	25-09-301-070-0000	21,314									
2184	25-09-126-009-0000	-	2232	25-09-300-049-0000	23,738	2280	25-09-302-001-0000	8,863									
2185	25-09-126-010-0000	22,405	2233	25-09-300-050-0000	-	2281	25-09-302-002-0000	8,801									
2186	25-09-126-024-0000	-	2234	25-09-300-051-0000	25,710	2282	25-09-302-003-0000	13,739									
2187	25-09-126-025-0000	29,150	2235	25-09-300-052-0000	346,079	2283	25-09-302-004-0000	-									
2188	25-09-126-026-0000	26,521	2236	25-09-300-053-0000	78,133	2284	25-09-302-005-0000	23,511									
2189	25-09-126-027-0000	24,285	2237	25-09-300-054-0000	69,352	2285	25-09-302-006-0000	22,464									
2190	25-09-126-028-0000	20,543	2238	25-09-300-055-0000	117,978	2286	25-09-302-007-0000	21,943									
2191	25-09-126-029-0000	26,171	2239	25-09-300-056-0000	64,930	2287	25-09-302-010-0000	24,470									
2192	25-09-126-030-0000	-	2240	25-09-300-057-0000	88,334	2288	25-09-302-011-0000	8,018									
2193	25-09-126-031-0000	27,436	2241	25-09-300-058-0000	27,713	2289	25-09-302-012-0000	8,018									
2194	25-09-126-032-0000	27,436	2242	25-09-301-008-0000	18,974	2290	25-09-302-013-0000	14,443									
2195	25-09-126-033-0000	22,644	2243	25-09-301-009-0000	2,452	2291	25-09-302-014-0000	31,916									
2196	25-09-126-047-0000	20,001	2244	25-09-301-010-0000	6,893	2292	25-09-302-015-0000	18,853									
2197	25-09-126-048-0000	23,359	2245	25-09-301-011-0000	6,893	2293	25-09-302-016-0000	15,708									
2198	25-09-126-049-0000	17,666	2246	25-09-301-012-0000	18,828	2294	25-09-302-017-0000	22,540									
2199	25-09-126-051-0000	-	2247	25-09-301-013-0000	16,592	2295	25-09-302-018-0000	23,640									
2200	25-09-126-052-0000	25,988	2248	25-09-301-017-0000	7,003	2296	25-09-302-019-0000	-									
2201	25-09-126-053-0000	23,772	2249	25-09-301-018-0000	7,003	2297	25-09-302-020-0000	27,436									
2202	25-09-126-054-0000	25,472	2250	25-09-301-019-0000	17,557	2298	25-09-302-021-0000	24,383									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
2299	25-09-302-022-0000	25,430	2347	25-09-308-026-0000	35,780	2395	25-09-309-091-0000	-									
2300	25-09-302-023-0000	9,348	2348	25-09-308-027-0000	23,564	2396	25-09-309-092-0000	23,278									
2301	25-09-302-024-0000	9,410	2349	25-09-308-034-0000	25,792	2397	25-09-310-001-0000	-									
2302	25-09-302-025-0000	-	2350	25-09-308-035-0000	16,160	2398	25-09-310-002-0000	3,818									
2303	25-09-302-026-0000	21,039	2351	25-09-308-036-0000	21,149	2399	25-09-310-003-0000	3,788									
2304	25-09-302-027-0000	19,580	2352	25-09-308-037-0000	21,160	2400	25-09-310-004-0000	22,055									
2305	25-09-302-028-0000	16,738	2353	25-09-308-038-0000	27,004	2401	25-09-310-005-0000	1,970									
2306	25-09-302-029-0000	3,945	2354	25-09-308-039-0000	20,551	2402	25-09-310-006-0000	15,728									
2307	25-09-302-030-0000	18,155	2355	25-09-308-040-0000	22,298	2403	25-09-310-007-0000	26,552									
2308	25-09-302-031-0000	2,247	2356	25-09-308-041-0000	-	2404	25-09-310-010-0000	17,953									
2309	25-09-302-032-0000	19,058	2357	25-09-308-042-0000	-	2405	25-09-310-011-0000	21,522									
2310	25-09-302-033-0000	23,727	2358	25-09-308-043-0000	17,905	2406	25-09-310-012-0000	19,493									
2311	25-09-302-034-0000	18,113	2359	25-09-308-045-0000	26,143	2407	25-09-310-013-0000	24,745									
2312	25-09-302-035-0000	29,131	2360	25-09-308-046-0000	24,005	2408	25-09-310-014-0000	21,676									
2313	25-09-302-037-0000	23,606	2361	25-09-308-047-0000	22,992	2409	25-09-310-015-0000	28,466									
2314	25-09-302-041-0000	14,415	2362	25-09-308-048-0000	9,918	2410	25-09-310-016-0000	20,262									
2315	25-09-302-042-0000	3,945	2363	25-09-309-025-0000	4,901	2411	25-09-310-018-0000	20,495									
2316	25-09-302-043-0000	27,531	2364	25-09-309-026-0000	29,591	2412	25-09-310-019-0000	18,514									
2317	25-09-302-044-0000	21,799	2365	25-09-309-033-0000	727	2413	25-09-310-020-0000	69,150									
2318	25-09-302-045-0000	-	2366	25-09-309-034-0000	24,400	2414	25-09-310-021-0000	69,189									
2319	25-09-302-046-0000	23,241	2367	25-09-309-035-0000	28,146	2415	25-09-316-001-0000	16,474									
2320	25-09-302-047-0000	18,660	2368	25-09-309-064-0000	20,253	2416	25-09-316-002-0000	16,006									
2321	25-09-302-048-0000	26,420	2369	25-09-309-065-0000	22,762	2417	25-09-316-003-0000	17,123									
2322	25-09-308-001-0000	20,666	2370	25-09-309-066-0000	-	2418	25-09-316-004-0000	16,727									
2323	25-09-308-002-0000	18,206	2371	25-09-309-067-0000	21,785	2419	25-09-316-005-0000	17,431									
2324	25-09-308-003-0000	25,239	2372	25-09-309-068-0000	-	2420	25-09-316-006-0000	16,727									
2325	25-09-308-004-0000	44,747	2373	25-09-309-069-0000	20,313	2421	25-09-316-007-0000	18,643									
2326	25-09-308-005-0000	31,849	2374	25-09-309-070-0000	22,860	2422	25-09-316-008-0000	16,727									
2327	25-09-308-006-0000	19,353	2375	25-09-309-071-0000	-	2423	25-09-316-009-0000	263,317									
2328	25-09-308-007-0000	-	2376	25-09-309-072-0000	24,347	2424	25-09-316-010-0000	263,317									
2329	25-09-308-008-0000	-	2377	25-09-309-073-0000	16,769	2425	25-09-316-011-0000	263,317									
2330	25-09-308-009-0000	-	2378	25-09-309-074-0000	20,287	2426	25-09-316-012-0000	109,197									
2331	25-09-308-010-0000	-	2379	25-09-309-075-0000	19,855	2427	25-09-316-013-0000	35,513									
2332	25-09-308-011-0000	-	2380	25-09-309-076-0000	-	2428	25-09-316-014-0000	35,513									
2333	25-09-308-012-0000	-	2381	25-09-309-077-0000	19,799	2429	25-09-316-015-0000	35,513									
2334	25-09-308-013-0000	-	2382	25-09-309-078-0000	-	2430	25-09-316-016-0000	35,513									
2335	25-09-308-014-0000	-	2383	25-09-309-079-0000	3,268	2431	25-09-316-017-0000	35,513									
2336	25-09-308-015-0000	-	2384	25-09-309-080-0000	21,252	2432	25-09-316-018-0000	35,513									
2337	25-09-308-016-0000	-	2385	25-09-309-081-0000	24,956	2433	25-09-316-019-0000	35,513									
2338	25-09-308-017-0000	20,133	2386	25-09-309-082-0000	26,875	2434	25-09-316-020-0000	-									
2339	25-09-308-018-0000	6,248	2387	25-09-309-083-0000	25,775	2435	25-09-316-021-0000	-									
2340	25-09-308-019-0000	6,248	2388	25-09-309-084-0000	24,462	2436	25-09-316-022-0000	-									
2341	25-09-308-020-0000	6,248	2389	25-09-309-085-0000	24,254	2437	25-09-316-025-0000	17,911									
2342	25-09-308-021-0000	6,248	2390	25-09-309-086-0000	24,908	2438	25-09-316-026-0000	18,334									
2343	25-09-308-022-0000	6,248	2391	25-09-309-087-0000	23,848	2439	25-09-316-027-0000	20,038									
2344	25-09-308-023-0000	5,998	2392	25-09-309-088-0000	29,529	2440	25-09-316-028-0000	22,852									
2345	25-09-308-024-0000	6,186	2393	25-09-309-089-0000	16,240	2441	25-09-316-029-0000	18,699									
2346	25-09-308-025-0000	8,540	2394	25-09-309-090-0000	28,028	2442	25-09-316-030-0000	4,592									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
2443	25-09-316-031-0000	5,192	2491	25-09-317-034-0000	22,720	2539	25-09-324-009-0000	6,268									
2444	25-09-316-032-0000	24,184	2492	25-09-317-035-0000	28,227	2540	25-09-324-010-0000	6,259									
2445	25-09-316-033-0000	23,511	2493	25-09-317-036-0000	19,855	2541	25-09-324-011-0000	22,854									
2446	25-09-316-034-0000	-	2494	25-09-317-037-0000	21,025	2542	25-09-324-012-0000	6,248									
2447	25-09-316-035-0000	23,626	2495	25-09-317-038-0000	3,945	2543	25-09-324-013-0000	6,248									
2448	25-09-316-036-0000	17,546	2496	25-09-317-039-0000	24,496	2544	25-09-324-014-0000	6,248									
2449	25-09-316-037-0000	20,363	2497	25-09-317-040-0000	3,849	2545	25-09-324-015-0000	6,248									
2450	25-09-316-038-0000	23,954	2498	25-09-318-005-0000	20,091	2546	25-09-324-016-0000	16,710									
2451	25-09-316-039-0000	25,576	2499	25-09-318-006-0000	-	2547	25-09-324-017-0000	21,892									
2452	25-09-316-040-0000	22,641	2500	25-09-318-007-0000	12,804	2548	25-09-324-018-0000	18,601									
2453	25-09-316-041-0000	21,345	2501	25-09-318-008-0000	20,200	2549	25-09-324-019-0000	23,393									
2454	25-09-316-042-0000	18,660	2502	25-09-318-009-0000	24,114	2550	25-09-324-020-0000	23,531									
2455	25-09-316-043-0000	-	2503	25-09-318-010-0000	17,894	2551	25-09-324-021-0000	19,653									
2456	25-09-316-044-0000	26,418	2504	25-09-318-011-0000	25,938	2552	25-09-324-025-0000	12,614									
2457	25-09-316-045-0000	-	2505	25-09-318-012-0000	20,439	2553	25-09-324-026-0000	22,274									
2458	25-09-317-001-0000	6,010	2506	25-09-318-013-0000	19,594	2554	25-09-324-027-0000	25,677									
2459	25-09-317-002-0000	21,724	2507	25-09-318-014-0000	18,110	2555	25-09-324-030-0000	23,598									
2460	25-09-317-003-0000	21,031	2508	25-09-318-015-0000	18,828	2556	25-09-324-031-0000	105,962									
2461	25-09-317-004-0000	-	2509	25-09-318-016-0000	19,140	2557	25-09-324-032-0000	82,673									
2462	25-09-317-005-0000	18,828	2510	25-09-318-017-0000	20,893	2558	25-09-324-033-0000	162,758									
2463	25-09-317-006-0000	21,856	2511	25-09-318-018-0000	21,258	2559	25-09-324-035-0000	36,734									
2464	25-09-317-007-0000	18,042	2512	25-09-318-019-0000	20,217	2560	25-09-324-036-0000	-									
2465	25-09-317-008-0000	4,733	2513	25-09-318-020-0000	24,832	2561	25-09-324-037-0000	2,816									
2466	25-09-317-009-0000	19,476	2514	25-09-318-021-0000	27,324	2562	25-09-324-038-0000	-									
2467	25-09-317-010-0000	16,977	2515	25-09-318-022-0000	26,771	2563	25-09-324-039-0000	12,527									
2468	25-09-317-011-0000	19,569	2516	25-09-318-023-0000	-	2564	25-09-324-040-0000	28,468									
2469	25-09-317-012-0000	20,565	2517	25-09-318-024-0000	14,460	2565	25-09-324-041-0000	27,436									
2470	25-09-317-013-0000	20,512	2518	25-09-318-025-0000	-	2566	25-09-324-042-0000	20,399									
2471	25-09-317-014-0000	18,135	2519	25-09-318-026-0000	23,208	2567	25-09-325-005-0000	-									
2472	25-09-317-015-0000	20,346	2520	25-09-318-027-0000	24,195	2568	25-09-325-006-0000	22,083									
2473	25-09-317-016-0000	23,873	2521	25-09-318-031-0000	11,306	2569	25-09-325-007-0000	19,465									
2474	25-09-317-017-0000	21,121	2522	25-09-318-032-0000	22,579	2570	25-09-325-008-0000	12,066									
2475	25-09-317-018-0000	26,429	2523	25-09-318-033-0000	19,420	2571	25-09-325-009-0000	7,889									
2476	25-09-317-019-0000	24,308	2524	25-09-318-034-0000	30,329	2572	25-09-325-010-0000	17,953									
2477	25-09-317-020-0000	16,850	2525	25-09-318-035-0000	26,224	2573	25-09-325-011-0000	5,917									
2478	25-09-317-021-0000	14,527	2526	25-09-318-037-0000	19,894	2574	25-09-325-012-0000	14,858									
2479	25-09-317-022-0000	18,691	2527	25-09-318-038-0000	19,361	2575	25-09-325-013-0000	5,917									
2480	25-09-317-023-0000	-	2528	25-09-318-039-0000	24,585	2576	25-09-325-014-0000	22,509									
2481	25-09-317-024-0000	11,634	2529	25-09-318-040-0000	19,033	2577	25-09-325-015-0000	-									
2482	25-09-317-025-0000	15,975	2530	25-09-318-041-0000	24,426	2578	25-09-325-016-0000	3,945									
2483	25-09-317-026-0000	24,397	2531	25-09-318-042-0000	22,994	2579	25-09-325-018-0000	23,312									
2484	25-09-317-027-0000	30,449	2532	25-09-318-043-0000	6,313	2580	25-09-325-019-0000	18,405									
2485	25-09-317-028-0000	4,733	2533	25-09-324-001-0000	6,192	2581	25-09-325-022-0000	31,100									
2486	25-09-317-029-0000	19,757	2534	25-09-324-002-0000	6,018	2582	25-09-325-023-0000	3,945									
2487	25-09-317-030-0000	-	2535	25-09-324-005-0000	6,268	2583	25-09-325-024-0000	19,375									
2488	25-09-317-031-0000	27,433	2536	25-09-324-006-0000	6,268	2584	25-09-325-025-0000	27,966									
2489	25-09-317-032-0000	25,806	2537	25-09-324-007-0000	6,265	2585	25-09-325-026-0000	15,916									
2490	25-09-317-033-0000	4,469	2538	25-09-324-008-0000	6,265	2586	25-09-325-027-0000	28,735									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
2587	25-09-325-030-0000	2,508	2635	25-09-327-017-0000	25,023	2683	25-09-328-029-0000	5,917									
2588	25-09-325-031-0000	-	2636	25-09-327-018-0000	18,062	2684	25-09-328-030-0000	-									
2589	25-09-325-033-0000	23,317	2637	25-09-327-019-0000	24,336	2685	25-09-329-001-0000	-									
2590	25-09-325-034-0000	18,761	2638	25-09-327-020-0000	25,433	2686	25-09-329-002-0000	20,113									
2591	25-09-325-035-0000	25,786	2639	25-09-327-021-0000	26,311	2687	25-09-329-003-0000	21,755									
2592	25-09-325-036-0000	27,419	2640	25-09-327-022-0000	34,938	2688	25-09-329-004-0000	26,981									
2593	25-09-325-037-0000	-	2641	25-09-327-024-0000	26,824	2689	25-09-329-005-0000	19,221									
2594	25-09-325-038-0000	25,399	2642	25-09-327-025-0000	26,333	2690	25-09-329-006-0000	20,593									
2595	25-09-325-039-0000	25,786	2643	25-09-327-026-0000	7,999	2691	25-09-329-007-0000	25,312									
2596	25-09-325-040-0000	20,604	2644	25-09-327-029-0000	26,331	2692	25-09-329-008-0000	4,778									
2597	25-09-326-001-0000	23,589	2645	25-09-327-030-0000	18,884	2693	25-09-329-009-0000	23,741									
2598	25-09-326-002-0000	3,788	2646	25-09-327-031-0000	18,733	2694	25-09-329-010-0000	-									
2599	25-09-326-003-0000	32,242	2647	25-09-327-032-0000	17,386	2695	25-09-329-011-0000	7,525									
2600	25-09-326-004-0000	6,313	2648	25-09-327-035-0000	15,220	2696	25-09-329-012-0000	33,353									
2601	25-09-326-008-0000	-	2649	25-09-327-036-0000	25,663	2697	25-09-329-013-0000	16,693									
2602	25-09-326-009-0000	18,242	2650	25-09-327-037-0000	24,498	2698	25-09-329-014-0000	22,189									
2603	25-09-326-010-0000	13,068	2651	25-09-327-038-0000	21,199	2699	25-09-329-015-0000	717									
2604	25-09-326-011-0000	15,784	2652	25-09-327-039-0000	27,593	2700	25-09-329-016-0000	28,000									
2605	25-09-326-012-0000	12,979	2653	25-09-327-040-0000	23,845	2701	25-09-329-017-0000	29,072									
2606	25-09-326-013-0000	-	2654	25-09-327-041-0000	26,331	2702	25-09-329-018-0000	26,760									
2607	25-09-326-014-0000	47,600	2655	25-09-327-042-0000	-	2703	25-09-329-019-0000	27,644									
2608	25-09-326-015-0000	25,419	2656	25-09-327-043-0000	31,524	2704	25-09-329-020-0000	64,175									
2609	25-09-326-016-0000	20,750	2657	25-09-328-001-0000	13,901	2705	25-09-329-021-0000	60,219									
2610	25-09-326-017-0000	19,676	2658	25-09-328-002-0000	21,738	2706	25-09-329-022-0000	27,217									
2611	25-09-326-018-0000	-	2659	25-09-328-003-0000	28,261	2707	25-09-329-025-0000	-									
2612	25-09-326-019-0000	16,542	2660	25-09-328-004-0000	31,933	2708	25-09-329-026-0000	24,698									
2613	25-09-326-020-0000	9,334	2661	25-09-328-005-0000	21,045	2709	25-09-329-027-0000	63,740									
2614	25-09-326-021-0000	9,334	2662	25-09-328-006-0000	16,772	2710	25-09-330-001-0000	16,769									
2615	25-09-326-022-0000	20,470	2663	25-09-328-007-0000	18,941	2711	25-09-330-002-0000	18,595									
2616	25-09-326-023-0000	25,163	2664	25-09-328-008-0000	18,354	2712	25-09-330-003-0000	20,691									
2617	25-09-326-024-0000	7,769	2665	25-09-328-009-0000	7,915	2713	25-09-330-004-0000	-									
2618	25-09-326-025-0000	7,769	2666	25-09-328-010-0000	-	2714	25-09-330-005-0000	18,671									
2619	25-09-326-026-0000	25,573	2667	25-09-328-011-0000	-	2715	25-09-330-006-0000	-									
2620	25-09-326-027-0000	28,600	2668	25-09-328-012-0000	3,945	2716	25-09-330-007-0000	16,589									
2621	25-09-326-028-0000	28,409	2669	25-09-328-015-0000	27,621	2717	25-09-330-008-0000	14,968									
2622	25-09-326-029-0000	3,998	2670	25-09-328-016-0000	27,366	2718	25-09-330-009-0000	19,039									
2623	25-09-326-030-0000	25,276	2671	25-09-328-017-0000	17,008	2719	25-09-330-010-0000	-									
2624	25-09-326-031-0000	26,858	2672	25-09-328-018-0000	21,687	2720	25-09-330-011-0000	-									
2625	25-09-326-032-0000	-	2673	25-09-328-019-0000	29,922	2721	25-09-330-012-0000	20,293									
2626	25-09-326-034-0000	28,923	2674	25-09-328-020-0000	29,024	2722	25-09-330-013-0000	32,716									
2627	25-09-326-035-0000	11,988	2675	25-09-328-021-0000	62,293	2723	25-09-330-014-0000	7,586									
2628	25-09-326-036-0000	-	2676	25-09-328-022-0000	212,308	2724	25-09-330-015-0000	27,408									
2629	25-09-327-004-0000	27,579	2677	25-09-328-023-0000	6,719	2725	25-09-330-016-0000	20,781									
2630	25-09-327-012-0000	20,310	2678	25-09-328-024-0000	7,533	2726	25-09-330-017-0000	31,052									
2631	25-09-327-013-0000	7,575	2679	25-09-328-025-0000	-	2727	25-09-330-018-0000	3,790									
2632	25-09-327-014-0000	7,889	2680	25-09-328-026-0000	-	2728	25-09-330-019-0000	14,912									
2633	25-09-327-015-0000	23,236	2681	25-09-328-027-0000	44,292	2729	25-09-330-020-0000	5,785									
2634	25-09-327-016-0000	-	2682	25-09-328-028-0000	23,149	2730	25-09-330-021-0000	17,033									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
2731	25-09-330-022-0000	23,814	2779	25-09-424-016-0000	15,133	2827	25-09-425-001-0000	-									
2732	25-09-330-023-0000	-	2780	25-09-424-017-0000	3,945	2828	25-09-425-002-0000	17,022									
2733	25-09-330-024-0000	5,785	2781	25-09-424-018-0000	11,200	2829	25-09-425-003-0000	20,885									
2734	25-09-330-025-0000	15,672	2782	25-09-424-019-0000	3,945	2830	25-09-425-004-0000	-									
2735	25-09-331-001-0000	7,572	2783	25-09-424-020-0000	3,945	2831	25-09-425-005-0000	-									
2736	25-09-331-004-0000	-	2784	25-09-424-021-0000	17,403	2832	25-09-425-006-0000	-									
2737	25-09-331-005-0000	-	2785	25-09-424-022-0000	12,990	2833	25-09-425-007-0000	21,819									
2738	25-09-331-008-0000	26,864	2786	25-09-424-023-0000	10,636	2834	25-09-425-008-0000	-									
2739	25-09-331-009-0000	3,855	2787	25-09-424-024-0000	14,471	2835	25-09-425-009-0000	14,362									
2740	25-09-331-010-0000	16,539	2788	25-09-424-025-0000	26,106	2836	25-09-425-010-0000	19,367									
2741	25-09-331-011-0000	19,774	2789	25-09-424-026-0000	3,945	2837	25-09-425-011-0000	85									
2742	25-09-331-012-0000	4,351	2790	25-09-424-027-0000	7,550	2838	25-09-425-012-0000	18,943									
2743	25-09-331-013-0000	16,051	2791	25-09-424-028-0000	3,945	2839	25-09-425-013-0000	12,625									
2744	25-09-331-014-0000	-	2792	25-09-424-029-0000	30,051	2840	25-09-425-014-0000	12,970									
2745	25-09-331-015-0000	-	2793	25-09-424-030-0000	16,514	2841	25-09-425-015-0000	8,029									
2746	25-09-331-016-0000	-	2794	25-09-424-034-0000	6,672	2842	25-09-425-016-0000	15,246									
2747	25-09-331-017-0000	-	2795	25-09-424-035-0000	6,040	2843	25-09-425-017-0000	16,127									
2748	25-09-331-021-0000	-	2796	25-09-424-036-0000	17,759	2844	25-09-425-018-0000	16,393									
2749	25-09-331-022-0000	-	2797	25-09-424-037-0000	17,585	2845	25-09-425-019-0000	13,355									
2750	25-09-331-023-0000	-	2798	25-09-424-038-0000	20,265	2846	25-09-425-020-0000	11,918									
2751	25-09-331-024-0000	-	2799	25-09-424-039-0000	15,288	2847	25-09-425-021-0000	-									
2752	25-09-331-025-0000	-	2800	25-09-424-041-0000	-	2848	25-09-425-022-0000	14,286									
2753	25-09-331-026-0000	-	2801	25-09-424-042-0000	14,216	2849	25-09-425-023-0000	11,149									
2754	25-09-331-027-0000	6,085	2802	25-09-424-043-0000	13,795	2850	25-09-425-024-0000	17,759									
2755	25-09-331-028-0000	26,701	2803	25-09-424-044-0000	12,788	2851	25-09-425-025-0000	11,262									
2756	25-09-331-029-0000	6,941	2804	25-09-424-045-0000	-	2852	25-09-425-026-0000	-									
2757	25-09-331-030-0000	6,941	2805	25-09-424-046-0000	17,341	2853	25-09-425-027-0000	9,642									
2758	25-09-331-031-0000	6,941	2806	25-09-424-050-0000	13,957	2854	25-09-425-028-0000	-									
2759	25-09-331-032-0000	18,191	2807	25-09-424-051-0000	-	2855	25-09-425-029-0000	5,448									
2760	25-09-331-033-0000	29,072	2808	25-09-424-052-0000	3,914	2856	25-09-425-030-0000	38,055									
2761	25-09-331-034-0000	-	2809	25-09-424-053-0000	13,363	2857	25-09-425-031-0000	17,341									
2762	25-09-331-035-0000	6,189	2810	25-09-424-054-0000	9,110	2858	25-09-425-032-0000	7,233									
2763	25-09-331-036-0000	26,246	2811	25-09-424-057-0000	11,357	2859	25-09-425-033-0000	6,363									
2764	25-09-424-001-0000	17,524	2812	25-09-424-058-0000	14,443	2860	25-09-425-034-0000	8,636									
2765	25-09-424-002-0000	14,345	2813	25-09-424-060-0000	67,382	2861	25-09-426-001-0000	15,436									
2766	25-09-424-003-0000	19,937	2814	25-09-424-061-0000	256,510	2862	25-09-426-002-0000	12,257									
2767	25-09-424-004-0000	18,537	2815	25-09-424-062-0000	15,512	2863	25-09-426-003-0000	-									
2768	25-09-424-005-0000	-	2816	25-09-424-063-0000	10,614	2864	25-09-426-004-0000	13,590									
2769	25-09-424-006-0000	20,329	2817	25-09-424-064-0000	10,785	2865	25-09-426-005-0000	14,045									
2770	25-09-424-007-0000	17,019	2818	25-09-424-065-0000	16,331	2866	25-09-426-006-0000	10,894									
2771	25-09-424-008-0000	17,513	2819	25-09-424-066-0000	-	2867	25-09-426-007-0000	10,378									
2772	25-09-424-009-0000	14,014	2820	25-09-424-067-0000	14,286	2868	25-09-426-008-0000	8,762									
2773	25-09-424-010-0000	-	2821	25-09-424-068-0000	19,499	2869	25-09-426-009-0000	8,220									
2774	25-09-424-011-0000	18,183	2822	25-09-424-069-0000	-	2870	25-09-426-010-0000	14,137									
2775	25-09-424-012-0000	-	2823	25-09-424-070-0000	12,474	2871	25-09-426-011-0000	16,343									
2776	25-09-424-013-0000	15,088	2824	25-09-424-071-0000	14,020	2872	25-09-426-012-0000	17,816									
2777	25-09-424-014-0000	18,713	2825	25-09-424-072-0000	16,696	2873	25-09-426-013-0000	13,346									
2778	25-09-424-015-0000	-	2826	25-09-424-073-0000	12,951	2874	25-09-426-014-0000	22,128									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
2875	25-09-426-015-0000	16,500	2923	25-16-101-017-0000	10,515	2971	25-16-102-026-0000	19,465									
2876	25-09-426-016-0000	14,449	2924	25-16-101-018-0000	21,359	2972	25-16-102-027-0000	-									
2877	25-09-426-017-0000	16,651	2925	25-16-101-019-0000	18,191	2973	25-16-102-028-0000	3,976									
2878	25-09-426-018-0000	-	2926	25-16-101-020-0000	24,692	2974	25-16-102-029-0000	4,438									
2879	25-09-426-019-0000	-	2927	25-16-101-021-0000	24,661	2975	25-16-102-030-0000	13,949									
2880	25-09-426-020-0000	16,500	2928	25-16-101-022-0000	27,571	2976	25-16-102-033-0000	19,894									
2881	25-09-426-021-0000	4,890	2929	25-16-101-023-0000	4,220	2977	25-16-102-034-0000	4,573									
2882	25-09-426-022-0000	-	2930	25-16-101-024-0000	15,066	2978	25-16-102-035-0000	24,832									
2883	25-09-426-023-0000	16,031	2931	25-16-101-025-0000	17,686	2979	25-16-102-036-0000	4,447									
2884	25-09-426-024-0000	10,109	2932	25-16-101-026-0000	20,613	2980	25-16-102-040-0000	8,905									
2885	25-09-426-025-0000	14,286	2933	25-16-101-027-0000	20,613	2981	25-16-102-041-0000	24,358									
2886	25-09-426-026-0000	11,694	2934	25-16-101-028-0000	-	2982	25-16-102-042-0000	17,527									
2887	25-09-426-027-0000	7,808	2935	25-16-101-034-0000	19,914	2983	25-16-102-043-0000	28,062									
2888	25-09-426-033-0000	159,827	2936	25-16-101-035-0000	23,693	2984	25-16-102-044-0000	7,415									
2889	25-09-426-034-0000	178,826	2937	25-16-101-036-0000	24,670	2985	25-16-102-045-0000	20,366									
2890	25-09-426-035-0000	132,475	2938	25-16-101-037-0000	3,945	2986	25-16-103-005-0000	2,079									
2891	25-09-426-036-0000	83,924	2939	25-16-101-038-0000	16,174	2987	25-16-103-006-0000	780									
2892	25-09-426-037-0000	143,605	2940	25-16-101-039-0000	7,295	2988	25-16-103-007-0000	7,522									
2893	25-16-100-006-0000	107,289	2941	25-16-101-040-0000	7,295	2989	25-16-103-008-0000	17,574									
2894	25-16-100-007-0000	107,174	2942	25-16-101-041-0000	20,702	2990	25-16-103-009-0000	15,779									
2895	25-16-100-008-0000	107,174	2943	25-16-101-042-0000	15,192	2991	25-16-103-010-0000	10,622									
2896	25-16-100-009-0000	94,560	2944	25-16-101-043-0000	18,416	2992	25-16-103-011-0000	10,656									
2897	25-16-100-028-0000	10,628	2945	25-16-101-044-0000	24,560	2993	25-16-103-012-0000	2,855									
2898	25-16-100-029-0000	3,945	2946	25-16-101-045-0000	106,304	2994	25-16-103-013-0000	25,514									
2899	25-16-100-030-0000	21,216	2947	25-16-101-046-0000	19,305	2995	25-16-103-014-0000	18,739									
2900	25-16-100-031-0000	3,945	2948	25-16-101-047-0000	-	2996	25-16-103-015-0000	3,976									
2901	25-16-100-036-0000	8,487	2949	25-16-102-001-0000	-	2997	25-16-103-016-0000	3,976									
2902	25-16-100-044-0000	-	2950	25-16-102-002-0000	-	2998	25-16-103-019-0000	3,976									
2903	25-16-100-045-0000	-	2951	25-16-102-003-0000	-	2999	25-16-103-020-0000	3,976									
2904	25-16-100-046-0000	18,808	2952	25-16-102-004-0000	-	3000	25-16-103-023-0000	-									
2905	25-16-100-048-0000	31,675	2953	25-16-102-005-0000	-	3001	25-16-103-024-0000	-									
2906	25-16-100-049-0000	23,149	2954	25-16-102-006-0000	-	3002	25-16-103-025-0000	20,736									
2907	25-16-100-052-0000	19,221	2955	25-16-102-007-0000	-	3003	25-16-103-026-0000	4,823									
2908	25-16-100-053-0000	3,021	2956	25-16-102-008-0000	-	3004	25-16-103-027-0000	18,256									
2909	25-16-100-054-0000	33,636	2957	25-16-102-009-0000	-	3005	25-16-103-028-0000	-									
2910	25-16-100-056-0000	250,967	2958	25-16-102-010-0000	-	3006	25-16-103-029-0000	22,319									
2911	25-16-100-057-0000	19,855	2959	25-16-102-011-0000	21,612	3007	25-16-103-030-0000	19,614									
2912	25-16-100-058-0000	762	2960	25-16-102-012-0000	11,452	3008	25-16-103-031-0000	37,357									
2913	25-16-100-059-0000	1,124,981	2961	25-16-102-013-0000	18,231	3009	25-16-103-032-0000	18,509									
2914	25-16-101-001-0000	18,371	2962	25-16-102-014-0000	15,198	3010	25-16-103-033-0000	20,865									
2915	25-16-101-008-0000	7,881	2963	25-16-102-015-0000	8,944	3011	25-16-103-034-0000	24,661									
2916	25-16-101-009-0000	38,549	2964	25-16-102-016-0000	8,944	3012	25-16-103-035-0000	19,314									
2917	25-16-101-010-0000	23,348	2965	25-16-102-017-0000	11,483	3013	25-16-103-036-0000	45,852									
2918	25-16-101-011-0000	21,721	2966	25-16-102-018-0000	6,646	3014	25-16-103-039-0000	-									
2919	25-16-101-012-0000	26,446	2967	25-16-102-022-0000	27,857	3015	25-16-103-041-0000	38,139									
2920	25-16-101-013-0000	17,260	2968	25-16-102-023-0000	17,608	3016	25-16-103-042-0000	4,946									
2921	25-16-101-014-0000	-	2969	25-16-102-024-0000	4,452	3017	25-16-103-043-0000	27,051									
2922	25-16-101-016-0000	10,515	2970	25-16-102-025-0000	14,970	3018	25-16-104-001-0000	44,803									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
3019	25-16-104-002-0000	104,377	3067	25-16-105-013-0000	5,499	3115	25-16-106-031-0000	15,779									
3020	25-16-104-003-0000	10,081	3068	25-16-105-014-0000	29,024	3116	25-16-106-032-0000	17,973									
3021	25-16-104-004-0000	9,469	3069	25-16-105-015-0000	19,221	3117	25-16-106-033-0000	16,194									
3022	25-16-104-005-0000	7,943	3070	25-16-105-017-0000	15,246	3118	25-16-106-034-0000	17,886									
3023	25-16-104-006-0000	19,387	3071	25-16-105-018-0000	16,118	3119	25-16-106-035-0000	17,487									
3024	25-16-104-007-0000	17,459	3072	25-16-105-019-0000	19,294	3120	25-16-106-036-0000	4,419									
3025	25-16-104-008-0000	-	3073	25-16-105-020-0000	13,329	3121	25-16-106-037-0000	23,542									
3026	25-16-104-009-0000	-	3074	25-16-105-021-0000	13,068	3122	25-16-106-038-0000	24,232									
3027	25-16-104-010-0000	30,766	3075	25-16-105-022-0000	14,828	3123	25-16-106-039-0000	26,928									
3028	25-16-104-011-0000	27,587	3076	25-16-105-023-0000	20,226	3124	25-16-106-040-0000	25,466									
3029	25-16-104-012-0000	15,058	3077	25-16-105-024-0000	3,914	3125	25-16-107-001-0000	18,102									
3030	25-16-104-013-0000	25,820	3078	25-16-105-025-0000	16,517	3126	25-16-107-002-0000	13,941									
3031	25-16-104-014-0000	21,238	3079	25-16-105-026-0000	15,897	3127	25-16-107-003-0000	19,176									
3032	25-16-104-015-0000	10,081	3080	25-16-105-027-0000	13,554	3128	25-16-107-004-0000	11,157									
3033	25-16-104-016-0000	1,808	3081	25-16-105-028-0000	-	3129	25-16-107-005-0000	16,963									
3034	25-16-104-017-0000	32,219	3082	25-16-105-029-0000	14,912	3130	25-16-107-006-0000	18,767									
3035	25-16-104-018-0000	15,939	3083	25-16-105-030-0000	18,088	3131	25-16-107-007-0000	13,307									
3036	25-16-104-019-0000	1,970	3084	25-16-105-032-0000	14,216	3132	25-16-107-008-0000	6,574									
3037	25-16-104-020-0000	18,534	3085	25-16-105-033-0000	14,539	3133	25-16-107-009-0000	19,692									
3038	25-16-104-021-0000	27,346	3086	25-16-105-034-0000	28,261	3134	25-16-107-010-0000	346,988									
3039	25-16-104-022-0000	4,871	3087	25-16-105-035-0000	163,059	3135	25-16-107-016-0000	3,945									
3040	25-16-104-023-0000	26,844	3088	25-16-105-036-0000	-	3136	25-16-107-017-0000	13,590									
3041	25-16-104-024-0000	16,845	3089	25-16-106-001-0000	4,388	3137	25-16-107-018-0000	17,249									
3042	25-16-104-025-0000	13,700	3090	25-16-106-002-0000	16,087	3138	25-16-107-019-0000	2,629									
3043	25-16-104-026-0000	20,481	3091	25-16-106-003-0000	27,057	3139	25-16-107-020-0000	17,824									
3044	25-16-104-027-0000	5,869	3092	25-16-106-008-0000	20,245	3140	25-16-107-021-0000	23,267									
3045	25-16-104-028-0000	5,869	3093	25-16-106-009-0000	26,129	3141	25-16-107-022-0000	30,584									
3046	25-16-104-029-0000	16,640	3094	25-16-106-010-0000	14,875	3142	25-16-107-027-0000	26,305									
3047	25-16-104-030-0000	16,646	3095	25-16-106-011-0000	-	3143	25-16-107-028-0000	20,267									
3048	25-16-104-031-0000	13,783	3096	25-16-106-012-0000	5,917	3144	25-16-107-030-0000	-									
3049	25-16-104-032-0000	16,258	3097	25-16-106-013-0000	-	3145	25-16-107-031-0000	-									
3050	25-16-104-033-0000	14,847	3098	25-16-106-014-0000	18,593	3146	25-16-107-032-0000	23,651									
3051	25-16-104-034-0000	15,313	3099	25-16-106-015-0000	27,767	3147	25-16-107-033-0000	-									
3052	25-16-104-035-0000	18,593	3100	25-16-106-016-0000	22,366	3148	25-16-108-001-0000	-									
3053	25-16-104-036-0000	15,868	3101	25-16-106-017-0000	1,970	3149	25-16-108-002-0000	-									
3054	25-16-104-037-0000	-	3102	25-16-106-018-0000	11,079	3150	25-16-108-003-0000	-									
3055	25-16-105-001-0000	5,499	3103	25-16-106-019-0000	12,325	3151	25-16-108-004-0000	-									
3056	25-16-105-002-0000	8,694	3104	25-16-106-020-0000	13,021	3152	25-16-108-005-0000	-									
3057	25-16-105-003-0000	20,545	3105	25-16-106-021-0000	5,345	3153	25-16-108-006-0000	-									
3058	25-16-105-004-0000	19,897	3106	25-16-106-022-0000	17,644	3154	25-16-108-007-0000	-									
3059	25-16-105-005-0000	25,166	3107	25-16-106-023-0000	27,399	3155	25-16-108-008-0000	-									
3060	25-16-105-006-0000	17,473	3108	25-16-106-024-0000	-	3156	25-16-108-013-0000	2,180									
3061	25-16-105-007-0000	19,367	3109	25-16-106-025-0000	17,611	3157	25-16-108-014-0000	7,294									
3062	25-16-105-008-0000	17,639	3110	25-16-106-026-0000	15,882	3158	25-16-108-015-0000	35,053									
3063	25-16-105-009-0000	29,024	3111	25-16-106-027-0000	17,698	3159	25-16-108-016-0000	35,679									
3064	25-16-105-010-0000	29,024	3112	25-16-106-028-0000	18,680	3160	25-16-108-017-0000	30,256									
3065	25-16-105-011-0000	5,499	3113	25-16-106-029-0000	19,939	3161	25-16-108-018-0000	28,982									
3066	25-16-105-012-0000	20,021	3114	25-16-106-030-0000	20,425	3162	25-16-108-019-0000	2,117									

Added Area PINs		2012 EAV	Added Area PINs		2012 EAV	Added Area PINs		2012 EAV
3163	25-16-108-020-0000	-	3211	25-16-114-032-0000	17,686	3259	25-16-115-044-0000	-
3164	25-16-108-021-0000	-	3212	25-16-114-033-0000	18,747	3260	25-16-115-045-0000	18,567
3165	25-16-109-001-0000	23,236	3213	25-16-114-034-0000	26,474	3261	25-16-115-046-0000	27,091
3166	25-16-109-002-0000	7,406	3214	25-16-114-035-0000	113,846	3262	25-16-115-047-0000	22,319
3167	25-16-109-003-0000	19,810	3215	25-16-114-037-0000	-	3263	25-16-115-051-0000	-
3168	25-16-109-004-0000	22,414	3216	25-16-114-038-0000	579,699	3264	25-16-116-001-0000	30,424
3169	25-16-109-005-0000	16,814	3217	25-16-114-039-0000	-	3265	25-16-116-002-0000	39,652
3170	25-16-109-006-0000	30,491	3218	25-16-115-002-0000	-	3266	25-16-116-003-0000	22,369
3171	25-16-109-007-0000	22,218	3219	25-16-115-003-0000	-	3267	25-16-116-004-0000	6,364
3172	25-16-109-008-0000	20,540	3220	25-16-115-004-0000	-	3268	25-16-116-005-0000	12,174
3173	25-16-109-009-0000	24,498	3221	25-16-115-005-0000	-	3269	25-16-116-006-0000	28,558
3174	25-16-109-010-0000	27,245	3222	25-16-115-007-0000	20,172	3270	25-16-116-010-0000	22,512
3175	25-16-109-011-0000	21,979	3223	25-16-115-008-0000	20,669	3271	25-16-116-011-0000	21,384
3176	25-16-109-012-0000	27,127	3224	25-16-115-009-0000	20,669	3272	25-16-116-012-0000	18,702
3177	25-16-109-013-0000	33,507	3225	25-16-115-010-0000	21,070	3273	25-16-116-013-0000	24,448
3178	25-16-109-014-0000	33,353	3226	25-16-115-011-0000	711	3274	25-16-116-014-0000	17,055
3179	25-16-109-015-0000	-	3227	25-16-115-012-0000	27,374	3275	25-16-116-015-0000	16,036
3180	25-16-109-016-0000	16,769	3228	25-16-115-013-0000	21,867	3276	25-16-116-016-0000	19,086
3181	25-16-110-004-0000	-	3229	25-16-115-014-0000	22,470	3277	25-16-116-017-0000	20,621
3182	25-16-110-006-0000	-	3230	25-16-115-015-0000	20,764	3278	25-16-116-018-0000	25,185
3183	25-16-110-007-0000	11,046	3231	25-16-115-016-0000	21,668	3279	25-16-116-019-0000	21,227
3184	25-16-110-008-0000	22,366	3232	25-16-115-017-0000	23,811	3280	25-16-116-020-0000	16,965
3185	25-16-110-012-0000	-	3233	25-16-115-018-0000	27,374	3281	25-16-116-021-0000	24,405
3186	25-16-110-013-0000	36,257	3234	25-16-115-019-0000	24,479	3282	25-16-116-022-0000	21,182
3187	25-16-110-014-0000	23,864	3235	25-16-115-020-0000	26,263	3283	25-16-116-023-0000	24,608
3188	25-16-110-015-0000	-	3236	25-16-115-021-0000	22,374	3284	25-16-116-024-0000	30,620
3189	25-16-110-016-0000	-	3237	25-16-115-022-0000	26,095	3285	25-16-116-025-0000	8,178
3190	25-16-114-011-0000	20,256	3238	25-16-115-023-0000	22,243	3286	25-16-117-001-0000	28,533
3191	25-16-114-012-0000	22,223	3239	25-16-115-024-0000	19,409	3287	25-16-117-002-0000	16,107
3192	25-16-114-013-0000	24,274	3240	25-16-115-025-0000	37,112	3288	25-16-117-003-0000	23,506
3193	25-16-114-014-0000	29,506	3241	25-16-115-026-0000	26,008	3289	25-16-117-004-0000	25,037
3194	25-16-114-015-0000	32,158	3242	25-16-115-027-0000	26,810	3290	25-16-117-005-0000	22,489
3195	25-16-114-016-0000	21,359	3243	25-16-115-028-0000	23,441	3291	25-16-117-006-0000	13,261
3196	25-16-114-017-0000	27,003	3244	25-16-115-029-0000	30,396	3292	25-16-117-007-0000	19,805
3197	25-16-114-018-0000	-	3245	25-16-115-030-0000	23,441	3293	25-16-117-008-0000	23,368
3198	25-16-114-019-0000	27,049	3246	25-16-115-031-0000	11,803	3294	25-16-117-009-0000	15,838
3199	25-16-114-020-0000	25,677	3247	25-16-115-032-0000	26,777	3295	25-16-117-010-0000	24,605
3200	25-16-114-021-0000	8,675	3248	25-16-115-033-0000	32,292	3296	25-16-117-011-0000	-
3201	25-16-114-022-0000	-	3249	25-16-115-034-0000	20,882	3297	25-16-117-012-0000	21,561
3202	25-16-114-023-0000	26,751	3250	25-16-115-035-0000	23,404	3298	25-16-117-013-0000	4,189
3203	25-16-114-024-0000	23,712	3251	25-16-115-036-0000	22,304	3299	25-16-117-014-0000	21,522
3204	25-16-114-025-0000	27,486	3252	25-16-115-037-0000	31,602	3300	25-16-117-015-0000	20,860
3205	25-16-114-026-0000	25,090	3253	25-16-115-038-0000	26,114	3301	25-16-117-016-0000	-
3206	25-16-114-027-0000	33,089	3254	25-16-115-039-0000	27,341	3302	25-16-117-017-0000	19,173
3207	25-16-114-028-0000	27,630	3255	25-16-115-040-0000	23,404	3303	25-16-117-018-0000	23,968
3208	25-16-114-029-0000	26,095	3256	25-16-115-041-0000	26,401	3304	25-16-117-019-0000	24,686
3209	25-16-114-030-0000	34,553	3257	25-16-115-042-0000	30,376	3305	25-16-117-020-0000	25,985
3210	25-16-114-031-0000	27,130	3258	25-16-115-043-0000	27,332	3306	25-16-200-001-0000	-

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
3307	25-16-200-002-0000	-	3355	25-17-101-010-0000	-	3403	25-17-105-042-0000	-									
3308	25-16-200-003-0000	-	3356	25-17-101-011-0000	125,898	3404	25-17-105-043-0000	-									
3309	25-16-200-008-0000	10,821	3357	25-17-101-013-0000	141,273	3405	25-17-105-044-0000	-									
3310	25-16-200-009-0000	6,470	3358	25-17-101-014-0000	2,876	3406	25-17-105-045-0000	-									
3311	25-16-200-012-0000	7,233	3359	25-17-101-023-0000	-	3407	25-17-105-046-0000	-									
3312	25-16-200-013-0000	7,233	3360	25-17-101-025-0000	9,258	3408	25-17-105-047-0000	-									
3313	25-16-200-014-0000	28,452	3361	25-17-101-026-0000	5,246	3409	25-17-105-048-0000	-									
3314	25-16-200-015-0000	21,564	3362	25-17-101-027-0000	29,905	3410	25-17-105-049-0000	-									
3315	25-16-200-016-0000	18,772	3363	25-17-102-001-0000	43,919	3411	25-17-109-004-0000	1,240									
3316	25-16-200-017-0000	-	3364	25-17-102-002-0000	24,103	3412	25-17-110-007-0000	-									
3317	25-16-200-020-0000	-	3365	25-17-102-003-0000	24,103	3413	25-17-110-018-0000	-									
3318	25-16-200-021-0000	5,600	3366	25-17-102-004-0000	24,103	3414	25-17-110-025-0000	-									
3319	25-16-200-022-0000	11,856	3367	25-17-102-005-0000	47,852	3415	25-17-110-026-0000	-									
3320	25-16-200-023-0000	13,273	3368	25-17-102-006-0000	562,890	3416	25-17-110-027-0000	-									
3321	25-16-200-024-0000	-	3369	25-17-102-007-0000	7,564	3417	25-17-110-028-0000	-									
3322	25-16-200-025-0000	3,945	3370	25-17-102-008-0000	91,855	3418	25-17-110-029-0000	-									
3323	25-16-200-026-0000	3,945	3371	25-17-102-009-0000	98,819	3419	25-17-110-036-0000	-									
3324	25-16-200-027-0000	12,246	3372	25-17-102-015-0000	193,783	3420	25-17-110-037-0000	-									
3325	25-16-200-028-0000	16,620	3373	25-17-102-016-0000	128,076	3421	25-17-110-038-0000	-									
3326	25-16-200-029-0000	13,593	3374	25-17-102-017-0000	353,649	3422	25-17-110-039-0000	-									
3327	25-16-200-030-0000	-	3375	25-17-103-004-0000	-	3423	25-17-110-040-0000	-									
3328	25-16-200-031-0000	-	3376	25-17-103-015-0000	-	3424	25-17-110-041-0000	-									
3329	25-16-200-032-0000	-	3377	25-17-103-016-0000	981,466	3425	25-17-110-042-0000	-									
3330	25-16-200-033-0000	-	3378	25-17-103-017-0000	-	3426	25-17-110-043-0000	106,063									
3331	25-16-200-034-0000	4,991	3379	25-17-103-018-0000	-	3427	25-17-110-046-0000	-									
3332	25-16-200-035-0000	11,166	3380	25-17-103-019-0000	-	3428	25-17-110-047-0000	-									
3333	25-16-200-036-0000	8,161	3381	25-17-104-009-0000	-	3429	25-17-115-012-0000	-									
3334	25-16-200-037-0000	13,301	3382	25-17-104-011-0000	-	3430	25-17-115-013-0000	-									
3335	25-16-200-038-0000	14,034	3383	25-17-104-012-0000	-	3431	25-17-115-014-0000	-									
3336	25-16-200-039-0000	13,127	3384	25-17-104-013-0000	-	3432	25-17-115-022-0000	-									
3337	25-16-200-040-0000	16,589	3385	25-17-104-014-0000	-	3433	25-17-115-023-0000	-									
3338	25-16-200-041-0000	22,170	3386	25-17-104-015-0000	-	3434	25-17-115-026-0000	-									
3339	25-16-200-044-0000	11,357	3387	25-17-104-016-0000	-	3435	25-17-115-027-0000	-									
3340	25-16-200-045-0000	8,737	3388	25-17-105-021-0000	-	3436	25-17-115-028-0000	-									
3341	25-16-200-046-0000	196,378	3389	25-17-105-022-0000	-	3437	25-17-117-021-0000	-									
3342	25-16-200-047-0000	7,241	3390	25-17-105-023-0000	-	3438	25-17-117-022-0000	-									
3343	25-16-201-014-0000	24,942	3391	25-17-105-024-0000	-	3439	25-17-117-047-0000	-									
3344	25-16-201-049-0000	256,993	3392	25-17-105-025-0000	-	3440	25-17-117-048-0000	-									
3345	25-16-201-050-0000	-	3393	25-17-105-028-0000	-	3441	25-17-117-049-0000	-									
3346	25-16-201-051-0000	-	3394	25-17-105-029-0000	-	3442	25-17-118-007-0000	-									
3347	25-16-203-046-0000	-	3395	25-17-105-030-0000	-	3443	25-17-118-008-0000	222									
3348	25-16-203-047-0000	-	3396	25-17-105-033-0000	-	3444	25-17-118-009-0000	1,852									
3349	25-16-500-001-0000	-	3397	25-17-105-035-0000	-	3445	25-17-118-010-0000	3,956									
3350	25-16-500-002-0000	-	3398	25-17-105-036-0000	-	3446	25-17-118-011-0000	6,329									
3351	25-16-500-003-0000	-	3399	25-17-105-038-0000	-	3447	25-17-118-012-0000	52,841									
3352	25-17-101-006-0000	97,335	3400	25-17-105-039-0000	-	3448	25-17-118-013-0000	-									
3353	25-17-101-007-0000	94,922	3401	25-17-105-040-0000	-	3449	25-17-200-009-0000	-									
3354	25-17-101-009-0000	-	3402	25-17-105-041-0000	-	3450	25-17-200-010-0000	3,976									

Added Area PINs		2012 EAV	Added Area PINs		2012 EAV	Added Area PINs		2012 EAV
3451	25-17-200-011-0000	22,492	3499	25-17-201-017-0000	33,359	3547	25-17-202-036-0000	24,058
3452	25-17-200-012-0000	-	3500	25-17-201-018-0000	3,976	3548	25-17-202-037-0000	27,068
3453	25-17-200-013-0000	-	3501	25-17-201-019-0000	16,528	3549	25-17-202-038-0000	17,602
3454	25-17-200-014-0000	4,293	3502	25-17-201-020-0000	-	3550	25-17-202-039-0000	17,998
3455	25-17-200-015-0000	17,678	3503	25-17-201-021-0000	-	3551	25-17-202-040-0000	21,011
3456	25-17-200-017-0000	20,624	3504	25-17-201-022-0000	18,461	3552	25-17-202-041-0000	20,899
3457	25-17-200-018-0000	-	3505	25-17-201-025-0000	31,456	3553	25-17-202-042-0000	20,189
3458	25-17-200-019-0000	-	3506	25-17-201-026-0000	24,123	3554	25-17-202-043-0000	16,359
3459	25-17-200-022-0000	17,970	3507	25-17-201-027-0000	2,505	3555	25-17-202-044-0000	20,811
3460	25-17-200-023-0000	3,816	3508	25-17-201-028-0000	15,232	3556	25-17-202-045-0000	22,405
3461	25-17-200-029-0000	10,083	3509	25-17-201-029-0000	26,569	3557	25-17-202-046-0000	24,785
3462	25-17-200-030-0000	10,083	3510	25-17-201-030-0000	28,909	3558	25-17-202-047-0000	17,308
3463	25-17-200-035-0000	14,210	3511	25-17-201-031-0000	12,566	3559	25-17-202-048-0000	17,891
3464	25-17-200-036-0000	-	3512	25-17-201-032-0000	19,956	3560	25-17-202-049-0000	23,702
3465	25-17-200-037-0000	17,874	3513	25-17-201-033-0000	18,997	3561	25-17-202-050-0000	22,706
3466	25-17-200-038-0000	19,274	3514	25-17-201-034-0000	-	3562	25-17-202-051-0000	21,754
3467	25-17-200-039-0000	17,776	3515	25-17-201-035-0000	20,315	3563	25-17-203-001-0000	3,816
3468	25-17-200-040-0000	19,597	3516	25-17-201-036-0000	24,507	3564	25-17-203-002-0000	24,571
3469	25-17-200-041-0000	28,098	3517	25-17-201-037-0000	18,259	3565	25-17-203-003-0000	3,976
3470	25-17-200-044-0000	-	3518	25-17-201-038-0000	16,329	3566	25-17-203-004-0000	15,189
3471	25-17-200-046-0000	-	3519	25-17-201-039-0000	25,029	3567	25-17-203-005-0000	-
3472	25-17-200-047-0000	-	3520	25-17-201-040-0000	17,796	3568	25-17-203-006-0000	24,905
3473	25-17-200-049-0000	-	3521	25-17-201-041-0000	3,897	3569	25-17-203-007-0000	24,414
3474	25-17-200-050-0000	25,197	3522	25-17-201-042-0000	457,787	3570	25-17-203-008-0000	20,739
3475	25-17-200-051-0000	25,276	3523	25-17-201-043-0000	26,165	3571	25-17-203-009-0000	20,349
3476	25-17-200-052-0000	16,774	3524	25-17-201-044-0000	20,194	3572	25-17-203-010-0000	19,505
3477	25-17-200-053-0000	26,768	3525	25-17-202-003-0000	3,816	3573	25-17-203-011-0000	20,795
3478	25-17-200-054-0000	23,359	3526	25-17-202-004-0000	38,114	3574	25-17-203-012-0000	12,802
3479	25-17-200-055-0000	21,238	3527	25-17-202-005-0000	24,810	3575	25-17-203-013-0000	25,166
3480	25-17-200-058-0000	-	3528	25-17-202-006-0000	27,141	3576	25-17-203-014-0000	4,472
3481	25-17-200-059-0000	24,818	3529	25-17-202-007-0000	3,976	3577	25-17-203-015-0000	21,370
3482	25-17-200-060-0000	36,714	3530	25-17-202-008-0000	3,976	3578	25-17-203-016-0000	3,976
3483	25-17-200-061-0000	-	3531	25-17-202-009-0000	27,601	3579	25-17-203-017-0000	17,964
3484	25-17-200-064-0000	18,868	3532	25-17-202-010-0000	25,354	3580	25-17-203-018-0000	19,274
3485	25-17-200-065-0000	19,014	3533	25-17-202-011-0000	25,593	3581	25-17-203-019-0000	23,286
3486	25-17-200-066-0000	19,072	3534	25-17-202-012-0000	19,488	3582	25-17-203-023-0000	-
3487	25-17-200-067-0000	19,072	3535	25-17-202-013-0000	1,768	3583	25-17-203-024-0000	18,817
3488	25-17-200-068-0000	18,932	3536	25-17-202-014-0000	19,866	3584	25-17-203-025-0000	-
3489	25-17-201-007-0000	24,454	3537	25-17-202-015-0000	17,827	3585	25-17-203-026-0000	16,309
3490	25-17-201-008-0000	20,876	3538	25-17-202-016-0000	23,331	3586	25-17-203-027-0000	20,604
3491	25-17-201-009-0000	2,962	3539	25-17-202-017-0000	12,507	3587	25-17-203-028-0000	482
3492	25-17-201-010-0000	25,062	3540	25-17-202-018-0000	12,507	3588	25-17-203-029-0000	25,203
3493	25-17-201-011-0000	-	3541	25-17-202-026-0000	25,876	3589	25-17-203-030-0000	18,915
3494	25-17-201-012-0000	25,046	3542	25-17-202-027-0000	5,174	3590	25-17-203-031-0000	3,976
3495	25-17-201-013-0000	-	3543	25-17-202-028-0000	3,866	3591	25-17-203-040-0000	17,476
3496	25-17-201-014-0000	16,511	3544	25-17-202-029-0000	21,819	3592	25-17-203-041-0000	3,976
3497	25-17-201-015-0000	3,976	3545	25-17-202-030-0000	17,417	3593	25-17-203-042-0000	33,165
3498	25-17-201-016-0000	17,650	3546	25-17-202-035-0000	22,964	3594	25-17-203-043-0000	14,836

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
3595	25-17-203-044-0000	3,897	3643	25-17-205-022-0000	26,053	3691	25-17-206-042-0000	18,960									
3596	25-17-203-045-0000	25,764	3644	25-17-205-023-0000	6,414	3692	25-17-206-043-0000	26,956									
3597	25-17-203-046-0000	20,795	3645	25-17-205-024-0000	22,153	3693	25-17-206-044-0000	549,048									
3598	25-17-203-047-0000	-	3646	25-17-205-025-0000	25,253	3694	25-17-207-001-0000	35,311									
3599	25-17-203-048-0000	20,848	3647	25-17-205-026-0000	24,389	3695	25-17-207-002-0000	19,984									
3600	25-17-203-049-0000	23,775	3648	25-17-205-027-0000	17,602	3696	25-17-207-003-0000	19,984									
3601	25-17-203-050-0000	24,381	3649	25-17-205-028-0000	17,476	3697	25-17-207-004-0000	49,651									
3602	25-17-203-051-0000	14,395	3650	25-17-205-029-0000	27,997	3698	25-17-207-005-0000	100,948									
3603	25-17-203-052-0000	24,381	3651	25-17-205-030-0000	21,687	3699	25-17-207-006-0000	100,948									
3604	25-17-204-003-0000	-	3652	25-17-205-031-0000	-	3700	25-17-207-007-0000	37,278									
3605	25-17-204-004-0000	-	3653	25-17-205-032-0000	23,584	3701	25-17-207-008-0000	37,278									
3606	25-17-204-022-0000	25,733	3654	25-17-205-033-0000	27,242	3702	25-17-207-009-0000	49,466									
3607	25-17-204-026-0000	4,582	3655	25-17-205-034-0000	25,475	3703	25-17-207-010-0000	23,881									
3608	25-17-204-027-0000	22,234	3656	25-17-205-035-0000	18,371	3704	25-17-207-011-0000	28,154									
3609	25-17-204-028-0000	24,656	3657	25-17-205-036-0000	21,710	3705	25-17-207-012-0000	21,508									
3610	25-17-204-029-0000	25,127	3658	25-17-205-037-0000	-	3706	25-17-207-013-0000	-									
3611	25-17-204-030-0000	-	3659	25-17-205-038-0000	23,009	3707	25-17-207-014-0000	18,043									
3612	25-17-204-031-0000	21,174	3660	25-17-205-039-0000	-	3708	25-17-207-015-0000	16,281									
3613	25-17-204-032-0000	756	3661	25-17-205-040-0000	-	3709	25-17-207-016-0000	-									
3614	25-17-204-033-0000	23,357	3662	25-17-205-041-0000	-	3710	25-17-207-017-0000	30,253									
3615	25-17-204-034-0000	737	3663	25-17-206-009-0000	7,233	3711	25-17-207-018-0000	20,324									
3616	25-17-204-035-0000	-	3664	25-17-206-010-0000	9,783	3712	25-17-207-019-0000	5,252									
3617	25-17-204-036-0000	21,210	3665	25-17-206-011-0000	20,851	3713	25-17-207-020-0000	15,686									
3618	25-17-204-039-0000	11,735	3666	25-17-206-012-0000	-	3714	25-17-207-021-0000	-									
3619	25-17-204-041-0000	18,545	3667	25-17-206-013-0000	18,778	3715	25-17-207-022-0000	18,565									
3620	25-17-204-042-0000	23,867	3668	25-17-206-014-0000	18,778	3716	25-17-207-030-0000	33,288									
3621	25-17-204-043-0000	18,719	3669	25-17-206-018-0000	-	3717	25-17-207-031-0000	6,248									
3622	25-17-204-044-0000	-	3670	25-17-206-019-0000	20,360	3718	25-17-207-032-0000	6,248									
3623	25-17-204-045-0000	-	3671	25-17-206-020-0000	20,161	3719	25-17-207-033-0000	6,248									
3624	25-17-204-046-0000	25,085	3672	25-17-206-021-0000	4,541	3720	25-17-207-034-0000	6,248									
3625	25-17-204-047-0000	17,871	3673	25-17-206-022-0000	-	3721	25-17-207-043-0000	22,119									
3626	25-17-204-054-0000	-	3674	25-17-206-023-0000	22,498	3722	25-17-207-044-0000	24,703									
3627	25-17-204-055-0000	-	3675	25-17-206-024-0000	-	3723	25-17-207-046-0000	332,528									
3628	25-17-204-056-0000	-	3676	25-17-206-025-0000	21,929	3724	25-17-207-047-0000	967,932									
3629	25-17-204-057-0000	-	3677	25-17-206-026-0000	20,484	3725	25-17-208-001-0000	25,026									
3630	25-17-205-003-0000	-	3678	25-17-206-027-0000	9,326	3726	25-17-208-002-0000	28,157									
3631	25-17-205-010-0000	18,974	3679	25-17-206-028-0000	26,869	3727	25-17-208-003-0000	22,478									
3632	25-17-205-011-0000	4,582	3680	25-17-206-029-0000	-	3728	25-17-208-004-0000	2,096									
3633	25-17-205-012-0000	23,034	3681	25-17-206-030-0000	4,621	3729	25-17-208-005-0000	20,801									
3634	25-17-205-013-0000	17,642	3682	25-17-206-031-0000	20,321	3730	25-17-208-006-0000	21,819									
3635	25-17-205-014-0000	19,965	3683	25-17-206-032-0000	8,890	3731	25-17-208-007-0000	22,063									
3636	25-17-205-015-0000	17,268	3684	25-17-206-033-0000	-	3732	25-17-208-008-0000	29,602									
3637	25-17-205-016-0000	5,134	3685	25-17-206-034-0000	3,173	3733	25-17-208-009-0000	23,738									
3638	25-17-205-017-0000	22,838	3686	25-17-206-035-0000	19,404	3734	25-17-208-010-0000	21,300									
3639	25-17-205-018-0000	19,022	3687	25-17-206-036-0000	23,129	3735	25-17-208-011-0000	22,964									
3640	25-17-205-019-0000	21,794	3688	25-17-206-037-0000	21,558	3736	25-17-208-013-0000	19,485									
3641	25-17-205-020-0000	22,153	3689	25-17-206-038-0000	23,814	3737	25-17-208-014-0000	18,873									
3642	25-17-205-021-0000	23,682	3690	25-17-206-039-0000	11,305	3738	25-17-208-015-0000	21,090									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
3739	25-17-208-016-0000		15,467			3787	25-17-210-010-0000		26,356			3835	25-17-212-003-0000		26,412		
3740	25-17-208-019-0000		5,036			3788	25-17-210-011-0000		7,589			3836	25-17-212-004-0000		17,150		
3741	25-17-208-020-0000		20,717			3789	25-17-210-012-0000		17,874			3837	25-17-212-005-0000		-		
3742	25-17-208-021-0000		6,579			3790	25-17-210-013-0000		12,656			3838	25-17-212-006-0000		18,764		
3743	25-17-208-022-0000		19,375			3791	25-17-210-014-0000		23,612			3839	25-17-212-007-0000		21,763		
3744	25-17-208-023-0000		21,805			3792	25-17-210-015-0000		17,715			3840	25-17-212-008-0000		18,797		
3745	25-17-208-024-0000		19,196			3793	25-17-210-016-0000		16,881			3841	25-17-212-009-0000		25,093		
3746	25-17-208-025-0000		16,587			3794	25-17-210-017-0000		25,769			3842	25-17-212-010-0000		19,810		
3747	25-17-208-026-0000		20,489			3795	25-17-210-018-0000		-			3843	25-17-212-011-0000		21,323		
3748	25-17-208-027-0000		31,745			3796	25-17-210-021-0000		14,833			3844	25-17-212-012-0000		-		
3749	25-17-208-028-0000		23,256			3797	25-17-210-022-0000		20,714			3845	25-17-212-013-0000		20,049		
3750	25-17-208-029-0000		24,723			3798	25-17-210-024-0000		1,638			3846	25-17-212-014-0000		-		
3751	25-17-208-030-0000		16,640			3799	25-17-210-025-0000		24,319			3847	25-17-212-015-0000		23,906		
3752	25-17-208-031-0000		5,036			3800	25-17-210-026-0000		-			3848	25-17-212-016-0000		23,239		
3753	25-17-209-001-0000		20,520			3801	25-17-210-027-0000		18,921			3849	25-17-212-017-0000		18,921		
3754	25-17-209-002-0000		23,020			3802	25-17-210-028-0000		16,169			3850	25-17-212-018-0000		19,841		
3755	25-17-209-003-0000		17,914			3803	25-17-210-029-0000		30,177			3851	25-17-212-019-0000		21,757		
3756	25-17-209-004-0000		22,198			3804	25-17-211-001-0000		20,113			3852	25-17-212-020-0000		22,246		
3757	25-17-209-005-0000		20,660			3805	25-17-211-002-0000		15,779			3853	25-17-212-021-0000		20,840		
3758	25-17-209-006-0000		20,646			3806	25-17-211-003-0000		22,551			3854	25-17-212-022-0000		6,030		
3759	25-17-209-007-0000		20,545			3807	25-17-211-004-0000		19,962			3855	25-17-212-023-0000		22,403		
3760	25-17-209-008-0000		27,770			3808	25-17-211-007-0000		1,220			3856	25-17-212-024-0000		22,243		
3761	25-17-209-009-0000		28,760			3809	25-17-211-008-0000		21,092			3857	25-17-212-025-0000		21,628		
3762	25-17-209-010-0000		15,439			3810	25-17-211-012-0000		29,220			3858	25-17-212-026-0000		24,094		
3763	25-17-209-011-0000		19,712			3811	25-17-211-013-0000		23,825			3859	25-17-212-027-0000		23,407		
3764	25-17-209-012-0000		5,012			3812	25-17-211-014-0000		6,012			3860	25-17-212-028-0000		20,335		
3765	25-17-209-014-0000		20,871			3813	25-17-211-015-0000		11,028			3861	25-17-212-029-0000		8,867		
3766	25-17-209-015-0000		16,797			3814	25-17-211-016-0000		16,028			3862	25-17-212-030-0000		20,355		
3767	25-17-209-016-0000		18,494			3815	25-17-211-017-0000		15,790			3863	25-17-212-031-0000		-		
3768	25-17-209-017-0000		20,346			3816	25-17-211-018-0000		20,464			3864	25-17-212-032-0000		20,032		
3769	25-17-209-018-0000		22,995			3817	25-17-211-020-0000		28,294			3865	25-17-212-033-0000		27,750		
3770	25-17-209-019-0000		21,208			3818	25-17-211-021-0000		30,407			3866	25-17-212-034-0000		21,957		
3771	25-17-209-021-0000		17,296			3819	25-17-211-022-0000		1,295			3867	25-17-212-035-0000		23,671		
3772	25-17-209-022-0000		18,191			3820	25-17-211-023-0000		30,985			3868	25-17-212-036-0000		29,652		
3773	25-17-209-023-0000		-			3821	25-17-211-024-0000		18,071			3869	25-17-212-037-0000		24,066		
3774	25-17-209-024-0000		22,896			3822	25-17-211-025-0000		25,455			3870	25-17-212-038-0000		24,066		
3775	25-17-209-025-0000		22,781			3823	25-17-211-026-0000		15,787			3871	25-17-213-005-0000		21,578		
3776	25-17-209-026-0000		13,551			3824	25-17-211-027-0000		25,158			3872	25-17-213-006-0000		23,166		
3777	25-17-209-027-0000		16,306			3825	25-17-211-028-0000		-			3873	25-17-213-007-0000		20,133		
3778	25-17-209-028-0000		13,545			3826	25-17-211-029-0000		13,297			3874	25-17-213-008-0000		18,099		
3779	25-17-210-001-0000		-			3827	25-17-211-030-0000		13,295			3875	25-17-213-009-0000		20,714		
3780	25-17-210-002-0000		27,728			3828	25-17-211-031-0000		22,624			3876	25-17-213-010-0000		17,984		
3781	25-17-210-003-0000		24,597			3829	25-17-211-032-0000		25,057			3877	25-17-213-011-0000		21,064		
3782	25-17-210-004-0000		20,899			3830	25-17-211-033-0000		19,246			3878	25-17-213-012-0000		927		
3783	25-17-210-005-0000		10,482			3831	25-17-211-034-0000		25,427			3879	25-17-213-013-0000		22,706		
3784	25-17-210-006-0000		23,199			3832	25-17-211-035-0000		17,111			3880	25-17-213-014-0000		23,654		
3785	25-17-210-008-0000		30,713			3833	25-17-211-036-0000		21,513			3881	25-17-213-015-0000		19,100		
3786	25-17-210-009-0000		18,525			3834	25-17-212-002-0000		16,915			3882	25-17-213-016-0000		23,772		

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
3883	25-17-213-017-0000	18,895	3931	25-17-214-071-0000	27,172	3979	25-17-216-002-0000	22,596									
3884	25-17-213-024-0000	3,818	3932	25-17-214-072-0000	19,791	3980	25-17-216-003-0000	29,568									
3885	25-17-213-025-0000	-	3933	25-17-214-073-0000	18,169	3981	25-17-216-004-0000	8,391									
3886	25-17-213-026-0000	-	3934	25-17-214-074-0000	23,042	3982	25-17-216-005-0000	22,425									
3887	25-17-213-027-0000	8,128	3935	25-17-214-075-0000	22,223	3983	25-17-216-006-0000	834									
3888	25-17-213-028-0000	8,128	3936	25-17-214-076-0000	-	3984	25-17-216-007-0000	21,219									
3889	25-17-213-031-0000	21,003	3937	25-17-214-077-0000	16,988	3985	25-17-216-008-0000	19,987									
3890	25-17-213-047-0000	22,001	3938	25-17-214-078-0000	22,498	3986	25-17-216-009-0000	22,010									
3891	25-17-213-050-0000	15,663	3939	25-17-214-079-0000	24,599	3987	25-17-216-010-0000	26,471									
3892	25-17-213-051-0000	19,524	3940	25-17-214-080-0000	-	3988	25-17-216-012-0000	22,128									
3893	25-17-213-052-0000	-	3941	25-17-214-081-0000	23,169	3989	25-17-216-013-0000	-									
3894	25-17-213-053-0000	27,223	3942	25-17-214-082-0000	7,531	3990	25-17-216-014-0000	17,381									
3895	25-17-213-054-0000	7,143	3943	25-17-214-083-0000	24,139	3991	25-17-216-015-0000	18,957									
3896	25-17-213-055-0000	18,292	3944	25-17-214-084-0000	29,220	3992	25-17-216-016-0000	25,259									
3897	25-17-213-056-0000	21,246	3945	25-17-215-004-0000	5,669	3993	25-17-216-017-0000	20,868									
3898	25-17-213-059-0000	20,456	3946	25-17-215-014-0000	9,982	3994	25-17-216-018-0000	22,891									
3899	25-17-213-060-0000	17,153	3947	25-17-215-015-0000	9,982	3995	25-17-216-019-0000	22,282									
3900	25-17-213-061-0000	24,981	3948	25-17-215-016-0000	8,537	3996	25-17-216-020-0000	18,057									
3901	25-17-213-062-0000	21,073	3949	25-17-215-017-0000	8,537	3997	25-17-216-021-0000	4,677									
3902	25-17-213-063-0000	19,157	3950	25-17-215-018-0000	-	3998	25-17-216-022-0000	27,812									
3903	25-17-213-064-0000	-	3951	25-17-215-019-0000	-	3999	25-17-216-023-0000	26,608									
3904	25-17-213-065-0000	23,253	3952	25-17-215-029-0000	-	4000	25-17-216-024-0000	178									
3905	25-17-213-066-0000	25,220	3953	25-17-215-030-0000	-	4001	25-17-216-025-0000	21,727									
3906	25-17-213-067-0000	22,647	3954	25-17-215-031-0000	-	4002	25-17-216-026-0000	26,729									
3907	25-17-213-068-0000	23,096	3955	25-17-215-032-0000	-	4003	25-17-216-027-0000	18,037									
3908	25-17-213-069-0000	24,787	3956	25-17-215-033-0000	-	4004	25-17-216-029-0000	20,753									
3909	25-17-214-049-0000	24,364	3957	25-17-215-034-0000	-	4005	25-17-216-031-0000	21,252									
3910	25-17-214-050-0000	28,586	3958	25-17-215-035-0000	-	4006	25-17-216-032-0000	30									
3911	25-17-214-051-0000	20,585	3959	25-17-215-036-0000	-	4007	25-17-217-001-0000	3,207									
3912	25-17-214-052-0000	26,605	3960	25-17-215-037-0000	-	4008	25-17-217-003-0000	20,627									
3913	25-17-214-053-0000	23,530	3961	25-17-215-038-0000	-	4009	25-17-217-004-0000	11,868									
3914	25-17-214-054-0000	-	3962	25-17-215-039-0000	-	4010	25-17-217-006-0000	19,572									
3915	25-17-214-055-0000	-	3963	25-17-215-048-0000	17,403	4011	25-17-217-007-0000	23,971									
3916	25-17-214-056-0000	19,072	3964	25-17-215-049-0000	19,471	4012	25-17-217-008-0000	26,187									
3917	25-17-214-057-0000	24,131	3965	25-17-215-050-0000	18,556	4013	25-17-217-009-0000	25,612									
3918	25-17-214-058-0000	22,761	3966	25-17-215-051-0000	-	4014	25-17-217-010-0000	20,467									
3919	25-17-214-059-0000	29,781	3967	25-17-215-052-0000	8,387	4015	25-17-217-011-0000	23,329									
3920	25-17-214-060-0000	28,777	3968	25-17-215-053-0000	23,598	4016	25-17-217-012-0000	20,094									
3921	25-17-214-061-0000	21,421	3969	25-17-215-054-0000	23,887	4017	25-17-217-013-0000	18,447									
3922	25-17-214-062-0000	19,502	3970	25-17-215-055-0000	18,410	4018	25-17-217-014-0000	4,486									
3923	25-17-214-063-0000	23,514	3971	25-17-215-056-0000	-	4019	25-17-217-022-0000	20,812									
3924	25-17-214-064-0000	19,791	3972	25-17-215-061-0000	-	4020	25-17-217-031-0000	25,085									
3925	25-17-214-065-0000	-	3973	25-17-215-062-0000	19,277	4021	25-17-217-032-0000	3,788									
3926	25-17-214-066-0000	19,165	3974	25-17-215-063-0000	20,596	4022	25-17-217-033-0000	3,788									
3927	25-17-214-067-0000	24,134	3975	25-17-215-064-0000	22,512	4023	25-17-217-034-0000	3,788									
3928	25-17-214-068-0000	17,830	3976	25-17-215-065-0000	-	4024	25-17-217-037-0000	20,500									
3929	25-17-214-069-0000	367	3977	25-17-215-066-0000	134,043	4025	25-17-217-045-0000	19,625									
3930	25-17-214-070-0000	27,085	3978	25-17-216-001-0000	5,521	4026	25-17-217-046-0000	23,559									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
4027	25-17-217-047-0000	15,063	4075	25-17-220-004-0000	21,463	4123	25-17-221-054-0000	21,000									
4028	25-17-217-048-0000	-	4076	25-17-220-005-0000	21,235	4124	25-17-221-055-0000	22,355									
4029	25-17-217-049-0000	18,797	4077	25-17-220-006-0000	18,537	4125	25-17-221-056-0000	2,289									
4030	25-17-217-050-0000	22,523	4078	25-17-220-007-0000	16,735	4126	25-17-221-057-0000	-									
4031	25-17-217-052-0000	10,027	4079	25-17-220-008-0000	20,161	4127	25-17-221-058-0000	21,550									
4032	25-17-217-053-0000	8,113	4080	25-17-220-009-0000	18,309	4128	25-17-221-059-0000	21,121									
4033	25-17-217-055-0000	21,233	4081	25-17-220-011-0000	20,357	4129	25-17-221-060-0000	22,195									
4034	25-17-217-056-0000	24,052	4082	25-17-220-012-0000	25,904	4130	25-17-221-061-0000	19,272									
4035	25-17-217-057-0000	14,317	4083	25-17-220-015-0000	22,192	4131	25-17-221-062-0000	22,201									
4036	25-17-217-058-0000	5,934	4084	25-17-220-016-0000	30,435	4132	25-17-221-063-0000	21,749									
4037	25-17-217-059-0000	5,934	4085	25-17-220-017-0000	-	4133	25-17-221-065-0000	19,686									
4038	25-17-218-001-0000	-	4086	25-17-220-020-0000	18,660	4134	25-17-221-066-0000	22,445									
4039	25-17-219-001-0000	28,710	4087	25-17-220-021-0000	-	4135	25-17-221-067-0000	19,319									
4040	25-17-219-002-0000	-	4088	25-17-220-031-0000	22,386	4136	25-17-221-068-0000	24,858									
4041	25-17-219-003-0000	16,194	4089	25-17-220-032-0000	23,923	4137	25-17-221-069-0000	23,926									
4042	25-17-219-004-0000	20,405	4090	25-17-220-033-0000	18,800	4138	25-17-221-070-0000	19,255									
4043	25-17-219-005-0000	19,190	4091	25-17-220-034-0000	21,861	4139	25-17-221-071-0000	-									
4044	25-17-219-006-0000	4,621	4092	25-17-220-035-0000	6,140	4140	25-17-221-072-0000	22,232									
4045	25-17-219-009-0000	22,894	4093	25-17-220-036-0000	13,245	4141	25-17-221-073-0000	21,906									
4046	25-17-219-036-0000	22,661	4094	25-17-220-037-0000	8,142	4142	25-17-221-074-0000	22,683									
4047	25-17-219-049-0000	19,530	4095	25-17-220-038-0000	5,850	4143	25-17-221-075-0000	16,460									
4048	25-17-219-050-0000	20,750	4096	25-17-220-039-0000	20,427	4144	25-17-221-076-0000	-									
4049	25-17-219-051-0000	23,460	4097	25-17-220-040-0000	23,289	4145	25-17-221-077-0000	-									
4050	25-17-219-052-0000	30,320	4098	25-17-220-041-0000	25,680	4146	25-17-221-078-0000	19,659									
4051	25-17-219-053-0000	19,931	4099	25-17-220-042-0000	24,619	4147	25-17-221-079-0000	21,109									
4052	25-17-219-054-0000	29,164	4100	25-17-220-052-0000	26,479	4148	25-17-221-080-0000	23,609									
4053	25-17-219-055-0000	20,509	4101	25-17-220-053-0000	27,573	4149	25-17-222-009-0000	19,979									
4054	25-17-219-056-0000	23,034	4102	25-17-220-054-0000	18,116	4150	25-17-222-010-0000	-									
4055	25-17-219-057-0000	20,545	4103	25-17-220-055-0000	23,940	4151	25-17-222-011-0000	20,214									
4056	25-17-219-058-0000	22,728	4104	25-17-220-056-0000	15,753	4152	25-17-222-012-0000	22,293									
4057	25-17-219-059-0000	23,034	4105	25-17-220-057-0000	8,860	4153	25-17-222-013-0000	23,214									
4058	25-17-219-060-0000	22,728	4106	25-17-220-058-0000	25,489	4154	25-17-222-014-0000	20,666									
4059	25-17-219-061-0000	23,034	4107	25-17-220-059-0000	22,711	4155	25-17-222-015-0000	22,762									
4060	25-17-219-062-0000	22,728	4108	25-17-220-060-0000	25,424	4156	25-17-222-016-0000	17,762									
4061	25-17-219-063-0000	12,667	4109	25-17-220-061-0000	-	4157	25-17-222-017-0000	18,332									
4062	25-17-219-064-0000	23,056	4110	25-17-220-062-0000	-	4158	25-17-222-018-0000	-									
4063	25-17-219-065-0000	4,931	4111	25-17-221-030-0000	-	4159	25-17-222-019-0000	17,041									
4064	25-17-219-066-0000	23,887	4112	25-17-221-040-0000	22,512	4160	25-17-222-020-0000	-									
4065	25-17-219-067-0000	17,380	4113	25-17-221-041-0000	24,886	4161	25-17-222-021-0000	3,555									
4066	25-17-219-068-0000	17,369	4114	25-17-221-042-0000	6,755	4162	25-17-222-022-0000	20,343									
4067	25-17-219-069-0000	23,424	4115	25-17-221-043-0000	19,995	4163	25-17-222-023-0000	-									
4068	25-17-219-070-0000	23,101	4116	25-17-221-044-0000	303	4164	25-17-222-024-0000	141,941									
4069	25-17-219-071-0000	35,163	4117	25-17-221-046-0000	22,377	4165	25-17-222-025-0000	59,616									
4070	25-17-219-072-0000	20,481	4118	25-17-221-047-0000	19,058	4166	25-17-222-028-0000	-									
4071	25-17-219-073-0000	3,849	4119	25-17-221-050-0000	24,790	4167	25-17-222-029-0000	6,481									
4072	25-17-219-074-0000	24,650	4120	25-17-221-051-0000	19,415	4168	25-17-222-030-0000	6,481									
4073	25-17-220-002-0000	25,250	4121	25-17-221-052-0000	24,078	4169	25-17-222-031-0000	6,481									
4074	25-17-220-003-0000	21,550	4122	25-17-221-053-0000	22,041	4170	25-17-222-032-0000	22,857									

Added Area PINs			2012 EAV			Added Area PINs			2012 EAV			Added Area PINs			2012 EAV		
4171	25-17-222-033-0000	21,642	4219	25-17-223-033-0000	22,986	4267	25-17-225-015-0000	-									
4172	25-17-222-034-0000	38,437	4220	25-17-223-034-0000	-	4268	25-17-225-016-0000	-									
4173	25-17-222-035-0000	106,686	4221	25-17-223-035-0000	26,269	4269	25-17-225-017-0000	-									
4174	25-17-222-036-0000	106,686	4222	25-17-223-036-0000	30,230	4270	25-17-225-018-0000	-									
4175	25-17-222-037-0000	19,392	4223	25-17-223-037-0000	27,694	4271	25-17-225-019-0000	-									
4176	25-17-222-038-0000	76,018	4224	25-17-224-001-0000	19,434	4272	25-17-225-020-0000	-									
4177	25-17-222-039-0000	6,481	4225	25-17-224-002-0000	4,545	4273	25-17-225-021-0000	-									
4178	25-17-222-040-0000	-	4226	25-17-224-003-0000	20,408	4274	25-17-225-022-0000	-									
4179	25-17-222-041-0000	-	4227	25-17-224-004-0000	18,999	4275	25-17-225-023-0000	-									
4180	25-17-222-042-0000	-	4228	25-17-224-005-0000	14,499	4276	25-17-225-047-0000	-									
4181	25-17-222-043-0000	-	4229	25-17-224-006-0000	23,000	4277	25-17-225-048-0000	-									
4182	25-17-222-044-0000	-	4230	25-17-224-007-0000	-	4278	25-17-226-025-0000	-									
4183	25-17-222-045-0000	-	4231	25-17-224-010-0000	20,610	4279	25-17-227-019-0000	-									
4184	25-17-222-046-0000	-	4232	25-17-224-011-0000	23,648	4280	25-17-227-020-0000	-									
4185	25-17-222-047-0000	17,055	4233	25-17-224-012-0000	25,242	4281	25-17-227-021-0000	-									
4186	25-17-222-048-0000	20,399	4234	25-17-224-013-0000	9,725	4282	25-17-227-022-0000	-									
4187	25-17-222-049-0000	-	4235	25-17-224-016-0000	14,741	4283	25-17-227-023-0000	-									
4188	25-17-222-050-0000	20,481	4236	25-17-224-017-0000	10,776	4284	25-17-227-024-0000	-									
4189	25-17-222-051-0000	25,635	4237	25-17-224-018-0000	24,684	4285	25-17-227-025-0000	-									
4190	25-17-222-052-0000	27,032	4238	25-17-224-029-0000	14,684	4286	25-17-227-026-0000	-									
4191	25-17-222-053-0000	106,125	4239	25-17-224-030-0000	19,493	4287	25-17-227-027-0000	-									
4192	25-17-223-001-0000	21,449	4240	25-17-224-038-0000	24,978	4288	25-17-227-028-0000	-									
4193	25-17-223-002-0000	20,405	4241	25-17-224-039-0000	21,348	4289	25-17-227-029-0000	-									
4194	25-17-223-003-0000	13,652	4242	25-17-224-040-0000	23,109	4290	25-17-227-030-0000	-									
4195	25-17-223-004-0000	15,770	4243	25-17-224-042-0000	29,203	4291	25-17-227-031-0000	-									
4196	25-17-223-005-0000	19,058	4244	25-17-224-043-0000	-	4292	25-17-227-032-0000	-									
4197	25-17-223-006-0000	11,767	4245	25-17-224-044-0000	26,162	4293	25-17-227-033-0000	-									
4198	25-17-223-007-0000	11,677	4246	25-17-224-045-0000	573	4294	25-17-227-034-0000	-									
4199	25-17-223-008-0000	34,088	4247	25-17-224-046-0000	23,559	4295	25-17-227-035-0000	-									
4200	25-17-223-009-0000	11,677	4248	25-17-224-047-0000	9,295	4296	25-17-227-036-0000	-									
4201	25-17-223-010-0000	22,195	4249	25-17-224-048-0000	20,826	4297	25-17-227-037-0000	-									
4202	25-17-223-011-0000	20,220	4250	25-17-224-049-0000	25,896	4298	25-17-228-001-0000	17,970									
4203	25-17-223-012-0000	24,078	4251	25-17-224-050-0000	14,106	4299	25-17-228-002-0000	25,868									
4204	25-17-223-013-0000	19,914	4252	25-17-224-051-0000	21,609	4300	25-17-228-003-0000	18,127									
4205	25-17-223-014-0000	22,234	4253	25-17-224-052-0000	25,048	4301	25-17-228-004-0000	24,134									
4206	25-17-223-015-0000	15,818	4254	25-17-224-053-0000	-	4302	25-17-228-005-0000	21,384									
4207	25-17-223-016-0000	18,051	4255	25-17-224-054-0000	30,935	4303	25-17-228-006-0000	19,993									
4208	25-17-223-017-0000	21,163	4256	25-17-225-004-0000	-	4304	25-17-228-007-0000	21,067									
4209	25-17-223-018-0000	20,674	4257	25-17-225-005-0000	-	4305	25-17-228-008-0000	16,884									
4210	25-17-223-019-0000	21,996	4258	25-17-225-006-0000	-	4306	25-17-228-009-0000	-									
4211	25-17-223-020-0000	20,133	4259	25-17-225-007-0000	-	4307	25-17-228-019-0000	23,292									
4212	25-17-223-021-0000	12,621	4260	25-17-225-008-0000	-	4308	25-17-228-020-0000	11,315									
4213	25-17-223-022-0000	26,100	4261	25-17-225-009-0000	-	4309	25-17-228-021-0000	24,319									
4214	25-17-223-023-0000	11,677	4262	25-17-225-010-0000	-	4310	25-17-228-022-0000	24,737									
4215	25-17-223-026-0000	19,608	4263	25-17-225-011-0000	-	4311	25-17-228-023-0000	19,176									
4216	25-17-223-030-0000	27,290	4264	25-17-225-012-0000	-	4312	25-17-228-024-0000	418									
4217	25-17-223-031-0000	27,660	4265	25-17-225-013-0000	-	4313	25-17-228-025-0000	22,341									
4218	25-17-223-032-0000	33,538	4266	25-17-225-014-0000	-	4314	25-17-228-026-0000	23,185									

Added Area PINs		2012 EAV	Added Area PINs		2012 EAV	Added Area PINs		2012 EAV
4315	25-17-228-027-0000	17,145	4363	25-17-229-034-0000	22,784			
4316	25-17-228-028-0000	7,644	4364	25-17-230-047-0000	10,306			
4317	25-17-228-029-0000	24,131	4365	25-17-230-048-0000	4,902			
4318	25-17-228-038-0000	21,692	4366	25-17-230-049-0000	25,175			
4319	25-17-228-039-0000	26,976	4367	25-17-230-050-0000	21,339			
4320	25-17-228-040-0000	25,046	4368	25-17-230-053-0000	24,869			
4321	25-17-228-041-0000	26,917	4369	25-17-230-054-0000	18,719			
4322	25-17-228-042-0000	22,439	4370	25-17-230-057-0000	23,988			
4323	25-17-228-043-0000	23,264	4371	25-17-230-058-0000	26,013			
4324	25-17-228-044-0000	20,248	4372	25-17-230-059-0000	631			
4325	25-17-228-045-0000	30,738	4373	25-17-230-060-0000	24,165			
4326	25-17-228-046-0000	19,333	4374	25-17-230-061-0000	23,904			
4327	25-17-228-047-0000	19,678	4375	25-17-230-062-0000	24,569			
4328	25-17-228-048-0000	20,032	4376	25-17-230-063-0000	27,091			
4329	25-17-228-049-0000	20,753	4377	25-17-230-064-0000	23,772			
4330	25-17-228-050-0000	26,566	4378	25-17-230-065-0000	24,055			
4331	25-17-228-051-0000	20,399	4379	25-17-230-066-0000	20,680			
4332	25-17-228-052-0000	-	4380	25-17-230-068-0000	79,065			
4333	25-17-228-053-0000	28,278	4381	25-17-230-069-0000	134,526			
4334	25-17-229-002-0000	23,351	4382	25-17-230-070-0000	286,755			
4335	25-17-229-003-0000	25,236	4383	25-17-230-071-0000	764,795			
4336	25-17-229-004-0000	26,221		Added Area Total	\$99,595,779			
4337	25-17-229-005-0000	23,881						
4338	25-17-229-006-0000	21,878						
4339	25-17-229-007-0000	25,405						
4340	25-17-229-008-0000	27,166						
4341	25-17-229-009-0000	17,869						
4342	25-17-229-010-0000	4,393						
4343	25-17-229-011-0000	-						
4344	25-17-229-012-0000	21,031						
4345	25-17-229-013-0000	20,643						
4346	25-17-229-014-0000	19,836						
4347	25-17-229-015-0000	24,277						
4348	25-17-229-016-0000	11,963						
4349	25-17-229-017-0000	-						
4350	25-17-229-018-0000	-						
4351	25-17-229-019-0000	-						
4352	25-17-229-020-0000	20,733						
4353	25-17-229-021-0000	19,647						
4354	25-17-229-022-0000	22,866						
4355	25-17-229-023-0000	-						
4356	25-17-229-024-0000	20,717						
4357	25-17-229-025-0000	7,913						
4358	25-17-229-026-0000	25,110						
4359	25-17-229-027-0000	26,221						
4360	25-17-229-031-0000	23,514						
4361	25-17-229-032-0000	23,340						
4362	25-17-229-033-0000	19,721						

Original Area PINs 2000 Cert. EAV			Original Area PINs 2000 Cert. EAV			Original Area PINs 2000 Cert. EAV		
1	25-17-104-010-0000	-	48	25-17-117-025-0000	2,139	95	25-17-121-017-0000	17,370
2	25-17-108-001-0000	-	49	25-17-117-026-0000	1,512	96	25-17-121-018-0000	7,188
3	25-17-108-003-0000	14,573	50	25-17-117-027-0000	1,681	97	25-17-121-019-0000	7,188
4	25-17-108-005-0000	-	51	25-17-117-028-0000	1,441	98	25-17-121-020-0000	8,331
5	25-17-109-014-0000	37,815	52	25-17-117-029-0000	1,274	99	25-17-121-021-0000	2,328
6	25-17-109-016-0000	50,949	53	25-17-117-030-0000	1,101	100	25-17-121-022-0000	2,328
7	25-17-109-017-0000	1,299	54	25-17-117-031-0000	907	101	25-17-121-023-0000	2,329
8	25-17-109-018-0000	22,048	55	25-17-117-032-0000	736	102	25-17-121-024-0000	2,329
9	25-17-109-019-0000	32,745	56	25-17-117-033-0000	525	103	25-17-121-025-0000	2,329
10	25-17-109-020-0000	1,299	57	25-17-117-034-0000	218	104	25-17-121-026-0000	2,329
11	25-17-109-021-0000	340,433	58	25-17-117-045-0000	2,995	105	25-17-121-027-0000	2,329
12	25-17-115-001-0000	2,790	59	25-17-117-046-0000	-	106	25-17-121-028-0000	2,329
13	25-17-115-002-0000	1,986	60	25-17-119-001-0000	8,436	107	25-17-121-029-0000	2,329
14	25-17-115-003-0000	19,157	61	25-17-119-002-0000	6,340	108	25-17-121-030-0000	2,329
15	25-17-115-004-0000	17,708	62	25-17-119-003-0000	8,877	109	25-17-121-031-0000	3,248
16	25-17-115-005-0000	4,249	63	25-17-119-004-0000	6,335	110	25-17-122-001-0000	2,282
17	25-17-115-006-0000	4,798	64	25-17-119-005-0000	9,156	111	25-17-122-002-0000	2,332
18	25-17-115-007-0000	5,381	65	25-17-120-001-0000	3,398	112	25-17-122-003-0000	2,332
19	25-17-115-008-0000	5,899	66	25-17-120-002-0000	2,997	113	25-17-122-004-0000	2,330
20	25-17-115-009-0000	21,624	67	25-17-120-003-0000	3,622	114	25-17-122-005-0000	2,329
21	25-17-115-010-0000	9,325	68	25-17-120-004-0000	3,013	115	25-17-122-006-0000	2,328
22	25-17-115-011-0000	61,213	69	25-17-120-005-0000	3,045	116	25-17-122-007-0000	2,522
23	25-17-116-003-0000	8,095	70	25-17-120-006-0000	3,045	117	25-17-122-008-0000	2,131
24	25-17-116-004-0000	6,340	71	25-17-120-007-0000	3,484	118	25-17-122-009-0000	2,325
25	25-17-116-005-0000	8,877	72	25-17-120-008-0000	5,513	119	25-17-122-010-0000	2,323
26	25-17-116-006-0000	6,340	73	25-17-120-009-0000	4,928	120	25-17-122-011-0000	2,322
27	25-17-116-007-0000	10,111	74	25-17-120-010-0000	4,468	121	25-17-122-012-0000	2,321
28	25-17-117-001-0000	3,587	75	25-17-120-011-0000	4,010	122	25-17-122-013-0000	2,418
29	25-17-117-002-0000	2,139	76	25-17-120-012-0000	3,550	123	25-17-122-014-0000	2,418
30	25-17-117-003-0000	2,139	77	25-17-120-013-0000	3,091	124	25-17-122-015-0000	2,418
31	25-17-117-006-0000	-	78	25-17-120-014-0000	2,634	125	25-17-122-016-0000	2,418
32	25-17-117-007-0000	-	79	25-17-121-001-0000	2,784	126	25-17-122-017-0000	2,418
33	25-17-117-008-0000	1,070	80	25-17-121-002-0000	2,785	127	25-17-122-018-0000	2,418
34	25-17-117-009-0000	17,250	81	25-17-121-003-0000	2,785	128	25-17-122-019-0000	2,311
35	25-17-117-010-0000	2,139	82	25-17-121-004-0000	2,785	129	25-17-122-020-0000	2,311
36	25-17-117-011-0000	2,139	83	25-17-121-005-0000	2,785	130	25-17-122-021-0000	2,311
37	25-17-117-012-0000	2,139	84	25-17-121-006-0000	2,785	131	25-17-122-022-0000	2,311
38	25-17-117-013-0000	2,139	85	25-17-121-007-0000	2,785	132	25-17-122-023-0000	2,311
39	25-17-117-014-0000	10,747	86	25-17-121-008-0000	2,785	133	25-17-122-024-0000	2,311
40	25-17-117-015-0000	1,834	87	25-17-121-009-0000	2,787	134	25-17-122-025-0000	2,311
41	25-17-117-016-0000	1,672	88	25-17-121-010-0000	2,332	135	25-17-122-026-0000	2,311
42	25-17-117-017-0000	1,456	89	25-17-121-011-0000	2,331	136	25-17-122-027-0000	2,302
43	25-17-117-018-0000	1,212	90	25-17-121-012-0000	2,331	137	25-17-122-028-0000	2,187
44	25-17-117-019-0000	954	91	25-17-121-013-0000	2,331	138	25-17-122-029-0000	3,549
45	25-17-117-020-0000	700	92	25-17-121-014-0000	2,331	139	25-17-122-030-0000	2,418
46	25-17-117-023-0000	2,139	93	25-17-121-015-0000	2,331	140	25-17-122-031-0000	2,418
47	25-17-117-024-0000	2,139	94	25-17-121-016-0000	2,331	141	25-17-122-032-0000	2,418

Original Area PINs		2000 Cert. EAV	Original Area PINs		2000 Cert. EAV
142	25-17-122-033-0000	2,418	189	25-17-125-004-0000	4,866
143	25-17-122-034-0000	2,418	190	25-17-500-001-0000	-
144	25-17-122-035-0000	2,418	191	25-17-501-004-0000	-
145	25-17-122-036-0000	2,311	192	25-17-501-005-0000	-
146	25-17-122-037-0000	2,311		Original Area Total	\$1,268,074
147	25-17-122-038-0000	2,311			
148	25-17-122-039-0000	2,311			
149	25-17-122-040-0000	2,311			
150	25-17-122-041-0000	2,311			
151	25-17-122-042-0000	2,311			
152	25-17-122-043-0000	2,311			
153	25-17-122-044-0000	17,348			
154	25-17-122-045-0000	2,317			
155	25-17-122-046-0000	4,136			
156	25-17-123-001-0000	54,557			
157	25-17-124-001-0000	2,534			
158	25-17-124-002-0000	2,531			
159	25-17-124-003-0000	2,531			
160	25-17-124-004-0000	2,530			
161	25-17-124-005-0000	2,528			
162	25-17-124-006-0000	2,527			
163	25-17-124-007-0000	2,525			
164	25-17-124-008-0000	2,524			
165	25-17-124-009-0000	2,522			
166	25-17-124-010-0000	2,523			
167	25-17-124-011-0000	2,461			
168	25-17-124-012-0000	2,460			
169	25-17-124-013-0000	2,460			
170	25-17-124-014-0000	2,460			
171	25-17-124-015-0000	2,460			
172	25-17-124-016-0000	2,458			
173	25-17-124-017-0000	2,458			
174	25-17-124-018-0000	2,458			
175	25-17-124-019-0000	2,458			
176	25-17-124-020-0000	2,458			
177	25-17-124-021-0000	19,930			
178	25-17-124-022-0000	2,785			
179	25-17-124-023-0000	2,785			
180	25-17-124-024-0000	2,785			
181	25-17-124-025-0000	19,922			
182	25-17-124-026-0000	2,785			
183	25-17-124-027-0000	2,785			
184	25-17-124-028-0000	2,785			
185	25-17-124-029-0000	2,782			
186	25-17-125-001-0000	3,895			
187	25-17-125-002-0000	2,335			
188	25-17-125-003-0000	2,387			

Exhibit III: *105th Street and Vincennes Avenue TIF Eligibility Study - Supplement 2*

**105th STREET AND VINCENNES AVENUE
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA
ELIGIBILITY STUDY**

City of Chicago, Illinois

June 28, 2013

City of Chicago
Rahm Emanuel, Mayor

SUPPLEMENT 2

Department of Housing and Economic Development
Andrew J. Mooney, Commissioner

Prepared by:

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343 South Dearborn Street, Suite 404
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INTRODUCTION

On October 3, 2001, the Chicago City Council adopted the 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan ("**105th and Vincennes TIF**") followed by Amendment No. 1 adopted November 30, 2005 to amend language and data in the Redevelopment Project and Plan. A new single family housing development in the 105th and Vincennes TIF was in the early stages of construction when the Great Recession began to take root in 2008. As a result, new construction ceased to proceed and the development faltered. With the help of City assistance and development modifications, the housing development has restarted but not without an impact to the larger residential community. In an effort to stem the negative impact of the stalled development, stabilize the neighboring residential neighborhood and reenergize economic development activity within the larger community, the City of Chicago proposed a second amendment to the 105th and Vincennes TIF to expand the boundaries.

Johnson Research Group, Inc. ("**JRG**") and Ernest R. Sawyer Enterprises ("**ERS**") or collectively, the "**Consultants**," have been engaged to determine whether approximately 855 acres of land located on the southwest side of the City and adjacent to the 105th and Vincennes TIF qualifies for designation as redevelopment project area based on findings for a "**conservation area**," and/or a "**blighted area**" within the requirements set forth in the Tax Increment Allocation Redevelopment Act (the "**Act**"). The Act is found in Illinois Compiled Statutes, Chapter 65, Act 5, Section 11-74.4-1 *et. seq.* as amended. The irregularly shaped area examined in this Eligibility Study is generally bounded by 97th Street on the north; Wentworth Avenue on the east; 107th Street on the south; and Charles Street and Vincennes Avenue on the west (hereafter referred to as the "**Added Area**"). The eligibility findings for the Added Area are documented and summarized in this document entitled the: **105th Street and Vincennes Avenue Tax Increment Financing Eligibility Study – Supplement 2**. This document constitutes a second supplement to the 105th Street and Vincennes Avenue Redevelopment Project and Plan as amended and is an eligibility analysis for the Added Area only. The findings in this document do not change the findings or determination for the original 105th and Vincennes TIF Redevelopment Project Area. The boundaries of the Added Area are shown on the following map: **Eligibility Study Figure 1, Added Area Boundary by Block.**

The findings and conclusions presented in this study are based on surveys, documentation, and analyses of properties and conditions related to the Added Area as conducted by the Consultants. The Eligibility Study summarizes the analyses and findings of the Consultants' work, which is the responsibility of JRG and ERS. The City is entitled to rely on the findings and conclusions of this Eligibility Study in designating the Added Area as a conservation area under the Act. The Consultants have prepared this Eligibility Study - Supplement 2 and the related Amendment No. 2 to the Redevelopment Project and Plan with the understanding that the City would rely on (i) the findings and conclusions of this Eligibility Study - Supplement 2 and the related Amended Redevelopment Plan, and (ii) the fact that the Consultants have obtained the necessary information so that the Eligibility Study - Supplement 2 and related Amended Redevelopment Plan will comply with the Act. The determination of whether the Added Area qualifies for designation as a redevelopment project area based on findings of the area as a conservation area, pursuant to the Act is made by the City of Chicago after careful review and consideration of the conclusions contained in this Eligibility Study Supplement 2.

A. Background of the Added Area

The Added Area is located in the far south region of the City of Chicago. The residential community in which the Added Area is located is bordered on the east and west by railroad

tracks and on the north and west by the I-57 expressway, effectively isolating the area from the surrounding and neighboring communities.

The Added Area contains 3,439 buildings on 4,394 parcels within 153 tax blocks located primarily in the Washington Heights community area, with smaller portions in the Roseland and Beverly communities. The total land area is approximately 855 acres. The Added Area has 28.13 acres of vacant land, 472.69 acres of improved area (residential, commercial, open space, and institutional), and 354.19 acres of railroads and public rights-of-way. There are 274 vacant parcels scattered throughout the Added Area.

The Added Area is predominantly residential (60%), with two primary commercial corridors located along 103rd Street and Halsted Street. A concentration of commercial uses can also be found along Vincennes Avenue. Existing land uses are illustrated in **Eligibility Study Figure 2, Existing Land Uses.**

Residential

The residential component of the Added Area predominately consists of modest single family homes situated on one or two parcels. Although many of the structures located in the residential area appear on the exterior to be in fair to good condition, signs of deferred maintenance are apparent throughout the community. Although accessory structures are not typically a primary determining factor for the condition of a parcel, many of the garages in the area are severely deteriorated or dilapidated. This can be viewed as a sign of deferred maintenance and an emerging indicator of disinvestment in the area. An analysis of the City Department of Buildings permit data, since 2007, shows that 17 homes throughout the residential area have been demolished due to poor or unsafe conditions. The area also suffers from widespread street, curb, and gutter disrepair. Most of the streets in the Added Area have large potholes, crumbling sidewalks and pavement, and broken curbs. The level of disrepair of the infrastructure goes beyond what would be considered normal wear and was consistent throughout the entire area.

Commercial

The commercial areas of the Added Area are characterized by obsolete and deteriorating commercial, residential, and institutional property. The commercial areas contain deteriorated buildings, site, and infrastructure, as well as obsolete commercial and mixed use buildings that lack sufficient off-street parking. Commercial activity along the corridors is intermittent, with commercial hubs concentrated at the intersection of 103rd with Halsted Street, Vincennes Avenue, and Wentworth Avenue. Between these hubs, the commercial activity is diluted by the presence of vacant lots, residential property (both occupied and vacant), and disproportionate institutional uses. The commercial areas in the Added Area have excessive vacancies with over 23.88% of the commercial units in the Added Area unoccupied. Of the 99 commercial buildings in the area, 16% are completely vacant. The extensive presence of churches and other institutional uses along the commercial streets further detracts from the viability of the commercial activity along the corridors by interrupting the concentration and continuity of commercial activity necessary to sustain, attract and support tax revenue producing uses that are active seven days a week and which contribute to the vitality and energy of the corridors and the community as a whole. Collectively, all of these conditions create a negative impact on the entire Added Area.

BASIS FOR REDEVELOPMENT

The Illinois General Assembly made these key findings in adopting the Act:

1. That there exists in many municipalities within the state blighted and conservation areas;

2. That as a result of the existence of blighted areas and areas requiring conservation, there is an excessive and disproportionate expenditure of public funds, inadequate public and private investment, unmarketability of property, growth in delinquencies and crime, and housing and zoning law violations in such areas together with an abnormal exodus of families and businesses so that the decline of these areas impairs the value of private investments and threatens the sound growth and the tax base of taxing districts in such areas, and threatens the health, safety, morals, and welfare of the public; and
3. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these requirements is that the municipality must demonstrate that a prospective redevelopment project area qualifies either as a blighted area or as a conservation area within the definitions for each set forth in the Act (Section 11-74.4-3).

Conservation areas are defined in the Act as any improved area in which 50% or more the structures have an age of 35 years and the improved area exhibits the presence of a combination of 3 or more of the thirteen (13) improved area eligibility factors set forth in the Act. Such an area is not yet a blighted area but if left unchecked, the presence of 3 or more such factors which are detrimental to the public safety, health or welfare, such an area may become a blighted area.

A. Added Area Eligibility Criteria

Section 11-74.4.3 of the Act defines the thirteen (13) eligibility factors for improved areas. To support a designation as a conservation area each qualifying factor must be: (i) present to a meaningful extent and that presence documented so that the City may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the Added Area.

1. Dilapidation
2. Obsolescence
3. Deterioration
4. Illegal use of individual structures
5. Presence of structures below minimum code standards
6. Excessive vacancies
7. Lack of ventilation, light, or sanitary facilities
8. Inadequate utilities
9. Excessive land coverage and overcrowding of structures and community facilities
10. Deleterious land-use or layout
11. Lack of community planning
12. Environmental remediation costs have been incurred or are required
13. Declining or lagging rate of growth of total equalized assessed valuation

It is also important to note that the test of eligibility is based on the conditions of the area as a whole; it is not required that eligibility be established for each and every property in the Added Area.

ELIGIBILITY SURVEY AND ANALYSIS

An analysis was made of each of the factors listed in the Act for conservation and areas to determine whether each or any factors are present in the Added Area, and if so, to what extent and in what locations. Surveys and analyses conducted by JRG and ERS included:

1. Exterior survey of the condition and use of all buildings and sites;
2. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences, and general property maintenance;
3. Analysis of the existing uses within the Added Area and their relationships to the surroundings;
4. Comparison of current land use to current zoning ordinance and the current zoning map;
5. Analysis of original platting and current parcel size and layout;
6. Analysis of vacant parcels and buildings;
7. Analysis of building floor area and site coverage;
8. Review of previously prepared plans, studies and data;
9. Analysis of City of Chicago building permit data and building code violation data for the period from January 2006 through August 2012;
10. Analysis of storm, sanitary sewer lines and water supply lines within the Added Area via existing infrastructure maps provided by the City of Chicago's Department of Water Management;
11. Analysis of Cook County Assessor records for assessed valuations and equalization factors for tax parcels in the Added Area for assessment years 2006 to 2012; and
12. Review of Cook County Treasurer property tax payment records for collection years 2010, 2011 and 2012.
13. Review of foreclosure analyses and data as supplied by *RealtyTrac*, Wells Fargo, Chase, and Bank of America.

A statement of findings is presented for each factor listed in the Act. The conditions that exist and the relative extent to which each factor is present are described below.

A factor noted as "**not present**" indicates either that no information was available or that no evidence could be documented as part of the various surveys and analyses. A factor noted as present to a limited extent indicates that conditions exist which document that the factor is present, but that the distribution or impact of the condition is limited. Finally, a factor noted as present to a meaningful extent indicates that conditions exist which document that the factor is present throughout major portions of the block and that the presence of such conditions have a major adverse impact or influence on adjacent and nearby development.

ADDED AREA ELIGIBILITY FACTORS

The following is the detailed evaluation of the presence and the extent of that presence for each of the eligibility factors for the Added Area presented in the order in which they appear in the Act.

Threshold Condition - Age

Age is a primary and threshold criterion in determining an area's qualification for designation as a conservation area. Age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures over an extended period of years. Since building deterioration and related structural problems can be a function of time and climate, structures which are 35 years or older typically exhibit more problems and require greater maintenance than more recently constructed buildings.

The majority of the housing in the area was constructed between the mid 1940's and 1950's. Of the 3,439 buildings within the 153 tax blocks, (90%) are 35 years of age or more.

Conclusion: The Added Area meets the required age test for designation as a conservation area. Ninety percent (90%) of the buildings within the Added Area exceed 35 years in age.

A. Dilapidation

Section 11-74.4-3 of the Act defines Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

This section summarizes the process used for assessing building conditions in the Added Area, the standards and criteria used for evaluation, and the findings as to the existence of dilapidation or deterioration of structures. The process, standards and criteria were applied in accordance with the Building Conditions Survey Manual. The Building Conditions Manual, with updates to current standards, has been in use for over 40 years and is used by Midwest planning consultants. The original manual was developed by staff involved in field surveys and analysis, providing a consistent method of evaluating buildings necessary for the background findings for the planning profession since the days of assessing properties during the 1960's Urban Renewal years.

The building condition analysis is based on a thorough exterior inspection of the buildings and sites conducted in February and March 2013. Structural deficiencies in building components and related environmental deficiencies in the Added Area were noted during the inspections.

Building Components Evaluated

During the field survey, each component of the buildings in the Added Area was examined to determine whether it was in sound condition or had minor, major, or critical defects. Building components examined were of two types:

Primary Structural

These include the basic elements of any building: foundation walls, load-bearing walls and columns, floors, roof and roof structure.

Secondary Components

These are components generally added to the primary structural components and are necessary parts of the building, including exterior and interior stairs, windows and window units, doors and door units, interior walls, porches and steps, chimneys, and gutters and downspouts.

Criteria for Classifying Defects for Building Components

Each primary and secondary component was evaluated separately as a basis for determining the overall condition of individual buildings. This evaluation considered the

relative importance of specific components within a building and the effect that deficiencies in components will have on the remainder of the building.

Building Component Classifications

The four categories used in classifying building components and systems and the criteria used in evaluating structural deficiencies are described below:

Sound

Building components that contain no defects, are adequately maintained, and require no treatment outside of normal ongoing maintenance.

Deficient - Requiring Minor Repair

Building components containing defects (loose or missing material or holes and cracks over a limited area) which often may be corrected through the course of normal maintenance. Minor defects have no real effect on either primary or secondary components and the correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated components. Minor defects are not considered in rating a building as structurally substandard.

Deficient - Requiring Major Repair

Building components which contain major defects over a widespread area and would be difficult to correct through normal maintenance. Buildings in the major deficient category would require replacement or rebuilding of components by people skilled in the building trades.

Critical

Building components that contain major defects (bowing, sagging, or settling to any or all exterior components causing the structure to be out-of-plumb, or broken, loose or missing material and deterioration over a widespread area) so extensive that the cost of repair would be excessive.

Final Building Rating

After completion of the exterior-interior building condition survey, each structure was placed in one of four categories based on the combination of defects found in various primary and secondary building components. Each final rating is described below:

Sound

Sound buildings can be kept in a standard condition with normal maintenance. Buildings so classified have no minor defects.

Deficient

Deficient buildings contain defects that collectively are not easily correctable and cannot be accomplished in the course of normal maintenance. The classification of major or minor reflects the degree or extent of defects found during the survey of the building.

Minor -- one or more minor defect, but no major defect.

Major -- one or more major defects in one of the primary components or in the combined secondary components, but no critical defect.

Substandard

Structurally substandard buildings contain defects that are so serious and so extensive that the building must be removed or major components substantially repaired and/or replaced. Buildings classified as structurally substandard have two or more major defects.

"Minor deficient" and "major deficient" buildings are considered to be the same as "deteriorating" buildings as referenced in the Act; "substandard" buildings are the same as "dilapidated" buildings. The words "building" and "structure" are presumed to be interchangeable.

Exterior Survey

The conditions of the buildings within the Added Area were determined based on observable components. JRG conducted an exterior survey of each building within the Added Area to determine its condition. JRG identified 16 buildings as dilapidated. Dilapidation is evidenced by critical defects in all building components including crumbling portions of exterior walls and roof, foundations, missing windows and doors, porches and steps that are visible from the exterior. Of the 3,439 buildings in the Added Area:

- 2,444 buildings (71.07%) were classified as structurally sound;**
- 885 buildings (25.73%) were classified as minor deficient (deteriorating);**
- 94 buildings (2.73%) were classified as major deficient (deteriorating); and**
- 16 buildings (0.47%) were classified as structurally substandard (dilapidated).**

Fourteen (14) of the structures that were identified as dilapidated are residential and two are vacant commercial structures. The structures all exhibited either all of some combination of the following conditions:

- Boarded up windows and/or entrances;
- Missing window glass;
- Glass block windows on first floor;
- Missing roof or roof shingles;
- Missing exterior asphalt shingles or wood slats on exterior walls;
- Rotted roofing material or vegetation growing from roof;
- Rotted window soffits and frames;
- Shifted foundations and listing porches and structures.

Conclusion: Although Dilapidation (structurally substandard buildings) as a factor is present in 0.47% of the buildings in the Added Area, its presence should be noted as an indication of a lack of investment in the Added Area. However, this factor is present to a limited extent, and therefore, is not a supporting factor for Added Area eligibility.

B. Obsolescence

Section 11-74.4-3 of the Act defines Obsolescence: The condition or process of falling into disuse. Structures have become ill suited for the original use.

In making findings with respect to buildings, it is important to distinguish between *functional obsolescence*, which relates to the physical utility of a structure, and *economic obsolescence*, which relates to a property's ability to compete in the market place.

Functional Obsolescence

Historically, structures have been built for specific uses or purposes. The design, location, height, and space arrangement are intended for a specific occupant at a given time. Buildings become obsolete when they contain characteristics or deficiencies which limit their use and marketability after the original use ceases. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor design or layout, the improper

orientation of the building on its site, etc., which detracts from the overall usefulness or desirability of a property.

Economic Obsolescence

Economic obsolescence is normally a result of adverse conditions which cause some degree of market rejection and, hence, depreciation in market values.

If functionally obsolete properties are not periodically improved or rehabilitated, or economically obsolete properties are not converted to higher and better uses, the income and value of the property erodes over time. This value erosion leads to deferred maintenance, deterioration, and excessive vacancies. These manifestations of obsolescence then begin to have an overall blighting influence on surrounding properties and detract from the economic vitality of the overall area.

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of obsolescence may include inadequate utility capacities, outdated building designs, etc.

Obsolescence as a factor should be based upon the documented presence and reasonable distribution of buildings and site improvements evidencing such obsolescence.

Obsolete Buildings

Obsolete buildings contain characteristics or deficiencies that limit their long-term sound use or reuse. Obsolescence in such buildings is typically difficult and expensive to correct. Obsolete building types have an adverse affect on nearby and surrounding development and detract from the physical, functional and economic vitality of the area.

The presence of commercial conversions for residential and/or institutional uses exists along 103rd Street. In addition, the commercial area along Vincennes Avenue contains several large structures that were designed for a specific purpose and those purposes are no longer housed in these structures. The current uses of the buildings have somewhat adapted to the structure design but are not complementary and provide an awkward aesthetic and configuration to the area. Essentially, the structures were sole purpose designed and even though the current uses have adapted, if they vacate, the structures will become completely obsolete.

Conclusion: Although the commercial areas have many conversions from formerly commercial space to institutional and other uses, the area wide analysis indicates that of the 153 tax blocks obsolescence is present to a minor extent in 30 and in 4 tax blocks to a major extent in the Added Area. This factor is not a supporting factor for eligibility.

C. Deterioration

Section 11-74.4-3 of the Act defines Deterioration: With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

Based on the definition given by the Act, deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

- Deterioration may be evident in basically sound buildings containing minor defects, such as lack of painting, loose or missing materials, or holes and cracks over limited areas. This deterioration can be corrected through normal maintenance.
- Deterioration which is not easily correctable and cannot be accomplished in the course of normal maintenance may also be evident in buildings. Such buildings may be classified as minor deficient or major deficient buildings, depending upon the degree or extent of defects. This would include buildings with defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, etc.), and defects in primary building components (e.g., foundations, frames, roofs, etc.), respectively.

Deterioration of Buildings and Site Conditions

The analysis of building deterioration is based on the survey methodology and criteria described in the preceding section on "Dilapidation." A total of 1,003 of the 3,439 buildings within the Added Area (29%), are classified as deteriorating or dilapidated. These buildings suffer from loose or falling bricks, broken and boarded up windows, deteriorating and rusting doors and loading berths, broken and missing gutters, siding, and roofing materials in varying degrees. The deterioration exhibited by these buildings significantly impacts the appearance and marketability of the Added Area as a whole. Further adding to this factor is the poor condition of the site conditions. Street, curb and sidewalks throughout the Added Area are in major disrepair, and are beyond the level of disrepair warranting general maintenance activity.

As part of the survey JRG documented site conditions that include broken pavement, lack of curbed streets, and gravel surfaces within parking areas, sidewalks, and alleys. Based on the field survey of streets and alleys within the Added Area, deterioration of pavement, curb and gutters, and sidewalks was noted extensively throughout the Added Area. The most notable problems are on the residential streets throughout the entire area where many of the curbs and sidewalks are broken and potholes and street disrepair is above and beyond general maintenance practice. See **Eligibility Study Figure 3a. Deterioration - Buildings** and **Eligibility Study Figure 3b. Deterioration - Site Conditions**.

Conclusion: Deterioration is present to a meaningful extent in 69 of the 153 tax blocks, or 45%, of the Added Area and therefore is present to a meaningful extent and reasonably distributed throughout the Added Area. This factor is a supporting factor for conservation area eligibility.

D. Presence of Structures Below Minimum Code Standards

Section 11-74.4-3 of the Act defines the Presence of structures below minimum code standards: All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

As referenced in the definition above, the principal purposes of governmental codes applicable to properties are to require buildings to be constructed in such a way as to sustain safety of loads expected from the type of occupancy; to be safe for occupancy against fire and similar hazards; and/or to establish minimum standards essential for safe and sanitary habitation. Structures below minimum code standards are characterized by defects or deficiencies that threaten health and safety.

Over the last five years, 22% or, 48 of the 223 commercial and institutional structures in the Added Area received a building code violation citation. Additionally, many of these structures

had multiple code violations. Of the 153 tax blocks in the Added Area, 55 exhibited the presence for structures below minimum code standards to a minor extent and one tax block exhibiting it to a major extent. These structures showed signs of structural deterioration and disrepair.

Conclusion: Although one-third of the tax blocks in the Added Area exhibited some evidence of structures below minimum code standards this factor has not been documented to have a major presence in the Added Area. Therefore, the factor of structures below minimum code standards is not a supporting factor for Added Area eligibility.

E. Illegal Use of Individual Structures

Section 11-74.4-3 of the Act defines illegal use of individual structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

Conclusion: No condition pertaining to illegal uses of individual structures has been documented as part of the exterior surveys and analyses undertaken within the Added Area. This factor is not a supporting factor for Added Area eligibility.

F. Excessive Vacancies

Section 11-74.4-3 of the Act defines excessive vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

Vacancies are present as individual units within buildings as well as entirely vacant buildings. One hundred seventy-four (174) vacant units in 138 completely or partially vacant buildings were documented in the Added Area. There are 123 completely vacant buildings in the Added Area.

Vacancies include commercial and institutional as well as residential units. Excessive vacancies result in the loss of income and corresponding difficulty with building maintenance and improvement, which are necessary to compete with fully occupied buildings. There are 107 completely vacant residential properties in the Added Area. The commercial areas in the Added Area suffer the greatest from excessive vacancies. Of the 172 commercial units in the Added Area, almost 24% are unoccupied. Commercial areas are the lifeblood of a community. The poor condition of the commercial structures in the Added Area, coupled with this high vacancy rate creates a negative impact on the Added Area as a whole. Unaddressed, this negative influence can extend beyond the commercial arterials and reach into the surrounding residential areas, resulting in disinvestment, vacancies, and destabilization in the residential community.

Conclusion: Although Excessive vacancies as a factor is present to a meaningful extent in the commercial areas where almost 24% of the commercial units are vacant. This factor was not reasonably distributed throughout the Added Area. As a result, this factor is not considered a supporting factor for eligibility. However, it's presence warrants a red flag and is a clear indication that there are underlying issues in the Added Area. If left unaddressed increased vacancies will lead to further disinvestment and bighting conditions to take hold that will be even harder to place in check or reverse.

G. Lack of Ventilation, Light, or Sanitary Facilities

Section 11-74.4-3 of the Act defines lack of ventilation, light, or sanitary facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

Conclusion: No condition pertaining to a lack of ventilation, light, or sanitary facilities has been observed as part of the exterior surveys and analyses undertaken within the Added Area. This factor is not a supporting factor for Added Area eligibility.

H. Inadequate Utilities

Section 11-74.4-3 of the Act defines inadequate utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment Project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

Existing sewer and water supply lines throughout the City were largely put in place 70 to 100 years ago and many are undersized. These aging and/or undersized lines are obsolete by today's development standards and inadequate to accommodate new development.

Review and analysis of the City's water and sewer atlases indicate that many of the existing lines have or will have exceeded their intended life within 5 to 20 years and negatively impact the Added Area. The majority of the water and sewer lines in the Added Area were installed between the years 1893 and 1929. The oldest of the utility lines service the bulk of the Added Area running east-west through the center of the Added Area along 103rd Street. These utility lines are almost 120 years old, with the sewer line dating back to 1894 and the water main dating back to 1893. Nearly every block in the Added Area is affected by outmoded sewer and water lines. The majority of the water lines in the area were installed in the 1920's. Sewer lines throughout the area are even older, with the majority installed in the late 1800's and early 1900's. See Eligibility Study Figure 4. Inadequate Utilities.

Conclusion: Inadequate Utilities, as a factor, impacts 124 or 81% of the tax blocks in the Added Area, and is present to a meaningful extent and reasonably distributed throughout the Added Area. This factor is a supporting factor for Added Area eligibility.

I. Excessive Land Coverage & Overcrowding of Structures and Community Facilities

Section 11-74.4-3 of the Act defines excessive land coverage and overcrowding of structures and community facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of

adequate or proper access to a public right-of-way, lack of reasonable required off-street parking, or inadequate provision for loading and service.

Excessive land coverage and overcrowding of structures and community facilities is present in 19 of the 153 tax blocks in the Added Area to a minor extent.

Conclusion: Excessive land coverage and overcrowding of structures and community facilities is present to a limited extent in the Added Area. Consequently, this factor is not a supporting factor for Added Area eligibility.

J. Deleterious Land Use or Layout

Section 11-74.4-3 of the Act defines deleterious land-use or layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

The Added Area's major commercial corridors contain isolated residences, surrounded by commercial and institutional uses and vacant land resulting in inconsistent commercial activity along the commercial corridors.

Conclusion: Deleterious land-use or layout has been documented as present in 12 of the 153 blocks of the Added Area to a minor extent. This factor is not a supporting factor for Added Area eligibility.

K. Lack of Community Planning

Section 11-74.4-3 of the Act defines lack of community planning: The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

The City of Chicago developed over many years. Starting with adoption of the Burnham Plan in 1909, the City followed a pattern of streets laid out on a grid system with residential, commercial and confined industrial areas separated by major rail lines, commercial corridors and parks connected by green boulevards. The Added Area is surrounded on three sides by railroads and the I-57 Expressway. Both the Union Pacific Railroad (formerly the Chicago and Western Illinois RR) on the east side of the Added Area and the old Illinois Central Railroad on the west side of the Added Area are at grade. Specifically, the Illinois Central RR on the west side of the Added Area presents an access barrier to the larger portion of the Added Area as it severs the east-west streets in the area restricting traffic flow and ease of accessibility throughout the area. Only 103rd and 107th Streets traverse across the railroad. However, that coupled with the I-57 Expressway which runs north and south along Racine Avenue, and somewhat parallel to the Illinois Central rails between 107th and 99th Streets and east along 99th Street to the east boundary of the Added Area and beyond, produces an even greater constriction and isolation of the community.

The existing commercial activity along Halsted Street is separated from the more intense commercial areas north because the expressway essentially creates a barrier to consistent and continued growth south along Halsted Street. The railroads, and more importantly, the construction of I-57 in 1971 well after the residential and commercial uses in the community

were established, have broken the grid street pattern of the City as a whole and have isolated the Added Area from surrounding communities.

Conclusion: *Lack of community planning has been documented as present to a meaningful extent and reasonably distributed throughout the Added Area. Therefore, this factor is a supporting factor for Added Area eligibility.*

L. Environmental Remediation

Section 11-74.4-3 of the Act defines environmental remediation: The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Conclusion: *No condition pertaining to a need for environmental remediation has been documented as part of the surveys and analyses undertaken within the Added Area.*

M. Declining or Lagging Equalized Assessed Valuation

Section 11-74.4-3 of the Act defines declining or lagging equalized assessed valuation: The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

Over the same time period, the growth rate of the total equalized assessed valuation (EAV) of the Added Area has not increased at an annual rate of the Consumer Price Index (CPI), as defined above, in three of those years. These figures are shown below in **Table 1. Growth of Added Area**

Table 1. Growth of Added Area

Year	Total EAV – Added Area	% Change	CPI - December Value/All Urban Consumers	% Change	Area growing at a rate less than the CPI?
2012	114,705,487	-9.60%	229.601	1.74%	YES
2011	126,892,093	-6.38%	225.672	2.96%	YES
2010	135,546,108	0.23%	219.179	1.50%	YES
2009	135,236,553	6.06%	215.949	2.72%	NO
2008	127,510,130	7.50%	210.228	0.09%	NO
2007	118,617,474	5.05%	210.036	4.08%	

2007 to 2012 is the most recent five year period for which data is available for the Added Area and the City as a whole.

Conclusion: *Declining or Lagging Equalized Assessed Valuation as a factor is an area-wide factor that is evident in the Added Area. Therefore, this factor is a supporting factor for Added Area conservation area eligibility.*

EVIDENCE OF DISINVESTMENT AND "BUT FOR" ANALYSIS

The factors described in the above *Section III*, and their relative presence describe a picture of threatening conditions of blight and disinvestment in the Added Area. Below are additional indications of distress in the Added Area that if not for the interception of a TIF district conservation designation, could be further exacerbated.

- **Lack of building permit activity.** Over the period from 2007 to 2012, a total of 95 permits were issued in the Added Area for a total value of \$52,392,902. However, 76% of this amount was public investment by the Chicago Public Schools for the construction of a new school and various renovations to the other public schools within the Added Area.

In that same five-year period, five (5) permits were issued for commercial new construction, of which four were completed. These four permits were for three new small strip malls and one CVS store. Eight (8) commercial property renovation permits were issued over the five year period.

Most revealing of the lack of private investment in the area is that even though almost 96% of the structures in the Added Area are residential, only \$2,775,639, or 5% of the construction value in the Added Area was residential in nature. Eight (8) permits, of which seven (7) were completed, were issued for new construction. The remaining 53 permits issued were for renovations or repair. This level of residential investment translates to only 12 permits issued per year or about \$555,178 of annual residential investment for the Added Area - a very low investment level for a residential area of this size. If this lack of private investment trend in the overall commercial and residential areas is allowed to continue and escalate, the Added Area's residential community could suffer disinvestment, deterioration, and a downward trend of the physical character and appearance of the community.

- **Demolitions due to structural conditions.** Over the 2007 to 2012 period there have been more demolition permits than new construction activity. Seventeen (17) residential and two (2) commercial structures were demolished by the City of Chicago or by private owners. Five (5) of these structures were either emergency or court ordered demolitions due to their unsafe conditions and deterioration beyond renovation or rehabilitation.
- **Excessive Vacancies.** Although limited in its distribution, the excessive vacancies factor had a visible presence in the Added Area, particularly along the commercial corridors. The fact that almost 24% of the commercial units in the area are vacant underscores the lack of investment and retail vitality in the area. In conjunction, there are 123 completely vacant structures of both residential and commercial use throughout the Added Area.
- **Vacant lots throughout the Added Area.** Although not a factor under the Improved Area eligibility criteria, the scattered presence of vacant lots have a significant economic and aesthetic impact on the Added Area. There are a total of 274 vacant parcels throughout the Added Area, primarily concentrated along the commercial corridors of 103rd, Halsted, and Vincennes Streets. However, there are vacant lots scattered throughout the residential sections of the Added Area as well. These 274 parcels encompass 28.13 acres of land.
- **Foreclosure data.** RealtyTrac is an online marketplace for foreclosure data which monitors and collects housing market activity by ZIP code. As of April 2013, RealtyTrac identifies ZIP code 60628, in which the Added Area is included, has the sixth highest rate of foreclosure in the City of Chicago with approximately 1 in 253 homes in some

form of foreclosure proceedings. It is important to note that this data represents the entire 60628 ZIP code area, of which the Added Area is just a portion. However, it is indicative of the general economic health of the surrounding area which, in turn, affects the Added Area and the community as a whole.

- **Concentration of institutional uses along commercial corridors.** There exists a large concentration of institutional uses located along the commercial corridors of 103rd Street, Halsted Street and Vincennes Avenue. Their presence precludes other more vibrant commercial and retail uses from occupying this valuable space. They also create a barrier to a consistent and uninterrupted string of commercial activity. In a healthy commercial area, the continuity of commercial activity perpetuates vitality and creates a retail community that is attractive to pedestrian traffic and conducive to a pleasant shopping experience. It should be noted that the presence of institutional and not-for-profit uses also greatly diminish the expansion of tax generating uses and expanded tax revenue to the area.

DETERMINATION OF ADDED AREA ELIGIBILITY

The Added Area meets the requirements of the TIF Act for designation as a conservation area within the requirements of the Act.

Conservation Area Findings:

The Added Area is an improved area consisting of the residential, commercial, and institutional land uses. The Added Area qualifies as a conservation area under the improved property criteria as set forth in the Act. Specifically,

- Age Threshold: 90% of the buildings are 35 years of age or older;
- Of the 13 factors in the TIF Act, four (4) factors are present to a meaningful extent and reasonably distributed throughout the entire Added Area: the Act requires the presence of three or more factors. These include:
 1. Deterioration;
 2. Inadequate Utilities;
 3. Declining or Lagging EAV; and
 4. Lack of Community Planning
- Four (4) additional factors were found to be present to a lesser degree or limited extent within the Added Area. These factors include:
 1. Dilapidation;
 2. Obsolescence; and
 3. Excessive Land Coverage and Overcrowding; and
 4. Deleterious Land Use or Layout.
- Additional findings of disinvestment are evidenced by a large presence of vacant lots scattered throughout the Added Area, location within a Zip code with high foreclosure rates, and building permit activity showing relatively low levels of private investment.

The summary of conservation area factors is documented on a block-by-block basis in **Table 2: Distribution of Conservation Area Factors.**

The eligibility findings presented in this study indicate that the Project Area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social well-being of the City. The Project Area contains properties and buildings and sites that are showing signs of advancing deterioration, are supported by aging and in adequate public utilities and have been negatively impacted at the local level by the post development siting of Interstate 57. Conservation factors as identified above in addition to other deteriorating economic conditions indicate that the Added Area as a whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without public action.

Table 2. Distribution of Conservation Area Factors

Block No.	Age		Dilapidation	Obsolescence	Deterioration Buildings	Deterioration Site Conditions	Deterioration	Illegal Use	Struct. below code	Excess. Vacancies	Overcrowding / Excess. land coverage	Lack of Light, Vent.	Inadequate Utilities	Deleterious land use	Environmental Remediation	Declining/Lagging Assessed Value	Lack of Community Planning
	• denotes Major presence in Added Area	○ denotes Minor presence in Added Area															
25-08																	
217	•															•	•
218	•															•	•
219	•	○			•	○	•									•	•
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230	•				•	•	•									•	•
231	•				•	•	•									•	•
232	•				•	•	•			○						•	•
301	•				•	•	•		○							•	•
302	•				•	•	•			○						•	•
303	•				•	•	•			•						•	•
304	•	○		•	•	•	•			○						•	•
305	•				•	•	•									•	•
306	•				•	•	•									•	•
307	•				•	•	•									•	•
308	•			○	•	•	•			○						•	•
309	•			○	•	•	•			•						•	•
310	•				•	•	•									•	•
311	•				•	•	•		○							•	•
312	•			•	•	•	•		○							•	•
313	•				•	•	•		○							•	•

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Block No.	Age		Dilapidation	Obsolescence	Deterioration Buildings	Deterioration Site Conditions	Deterioration	Illegal Use	Struct. below code	Excess. Vacancies	Overcrowding / Excess. land coverage	Lack of Light, Vent.	Inadequate Utilities	Deleterious land use	Environmental Remediation	Declining/Lagging Assessed Value	Lack of Community Planning
	• denotes Major presence in Added Area	○ denotes Minor presence in Added Area															
314	•	○			○	○	○									•	•
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401	•				•	•	•									•	•
402	•				○	•	•									•	•
403	•				○	•	•									•	•
404	•				○	•	•									•	•
405	•				○	•	•									•	•
406	•				○	•	•			○						•	•
407	•		○		•	•	•	○								•	•
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428	•		○		○	•	•		○		○					•	•

Table 2. Distribution of Conservation Area Factors

Block No.	Age	Dilapidation	Obsolescence	Deterioration Buildings	Deterioration Site Conditions	Deterioration	Illegal Use	Struct. below code	Excess. Vacancies	Overcrowding / Excess. land coverage	Lack of Light, Vent.	Inadequate Utilities	Deleterious land use	Environmental Remediation	Declining/Lagging Assessed Value	Lack of Community Planning
	● denotes Major presence in Added Area ○ denotes Minor presence in Added Area															
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25-09																
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Table 2. Distribution of Conservation Area Factors

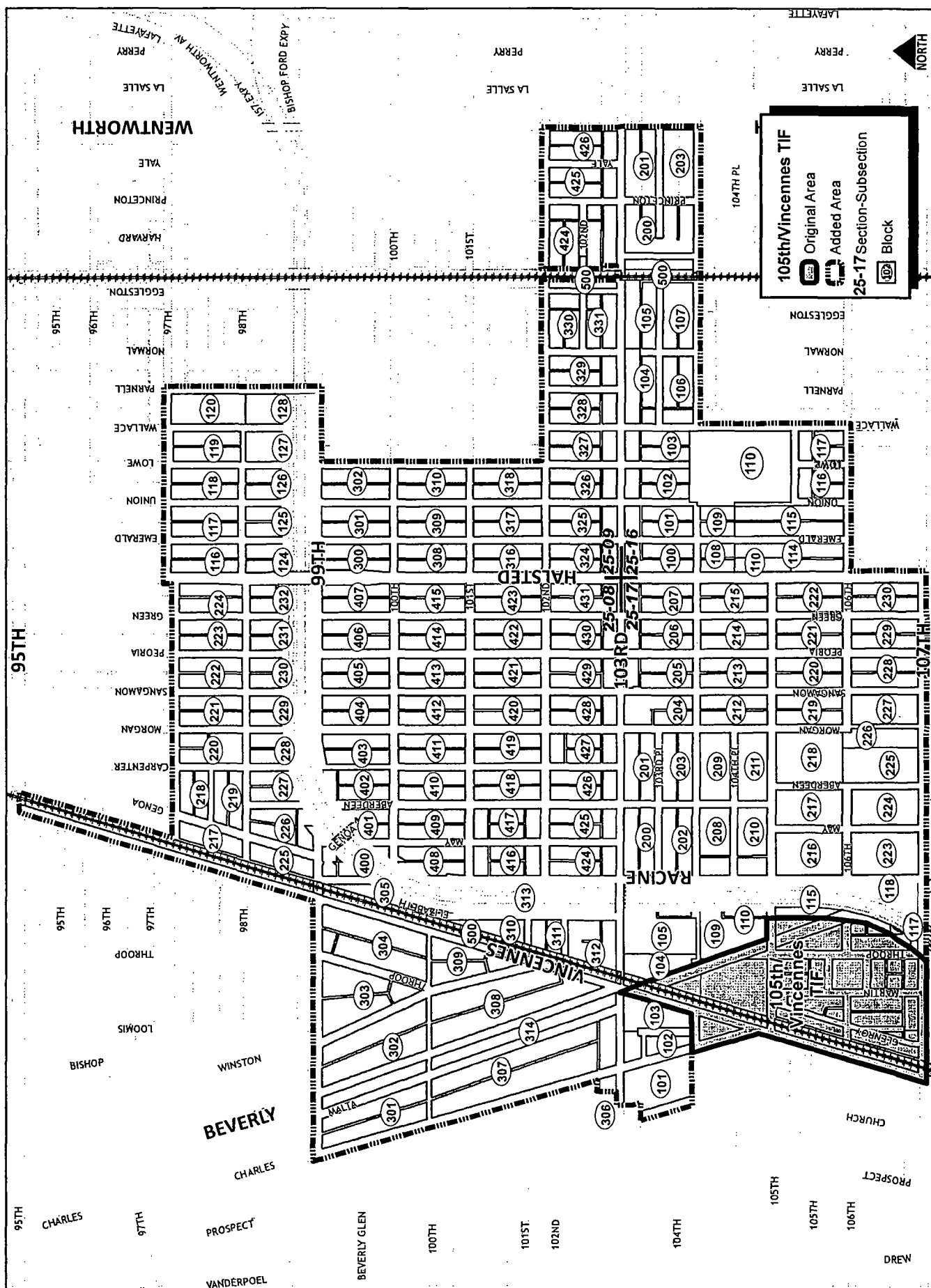
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	● denotes Major presence in Added Area	○ denotes Minor presence in Added Area														
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426	●	○	●		●	●									●	●
25-16																
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500															●	●
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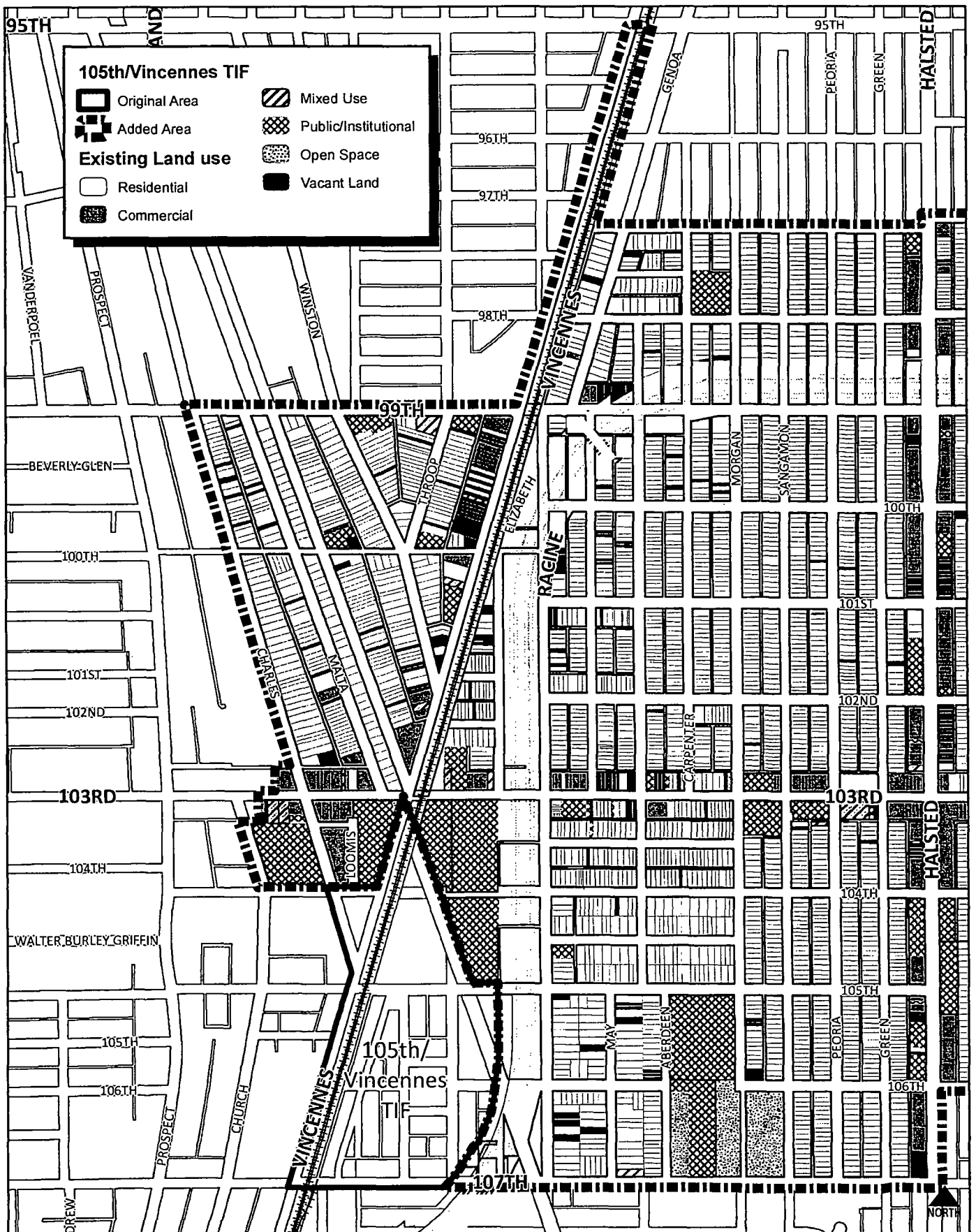
Table 2. Distribution of Conservation Area Factors

Block No.	Age		Dilapidation	Obsolescence	Deterioration Buildings	Deterioration Site Conditions	Deterioration	Illegal Use	Struct. below code	Excess. Vacancies	Overcrowding / Excess. land coverage	Lack of Light, Vent.	Inadequate Utilities	Deleterious land use	Environmental Remediation	Declining/Lagging Assessed Value	Lack of Community Planning
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110					●											●	●
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221	●				●	○										●	●
222	●	○			○	○			○							●	●
223	●				●	○			○							●	●

Table 2. Distribution of Conservation Area Factors

Block No.	Age	Dilapidation	Obsolescence	Deterioration Buildings	Deterioration Site Conditions	Deterioration	Illegal Use	Struct. below code	Excess. Vacancies	Overcrowding / Excess. land coverage	Lack of Light, Vent.	Inadequate Utilities	Deleterious land use	Environmental Remediation	Declining/Lagging Assessed Value	Lack of Community Planning
	● denotes Major presence in Added Area ○ denotes Minor presence in Added Area															
224	●		○	●	●	●		○				●			●	●
225	○			○	○	○						●			●	●
226				○	○	○						●			●	●
227				●	●	●						●			●	●
228	●		○	●	●	●		○				●			●	●
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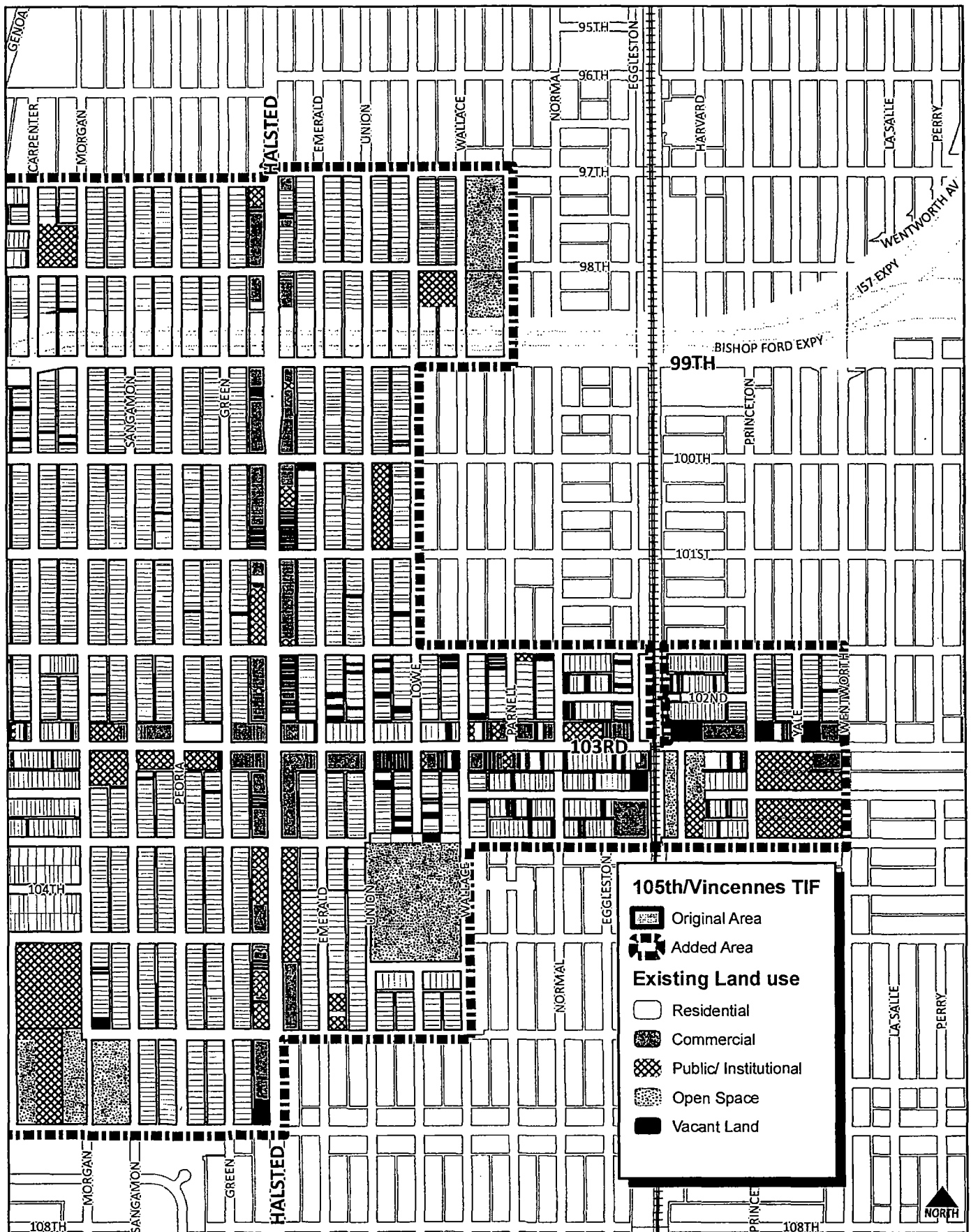


Eligibility Study Figure 2a: **Existing Land Use (WEST)**

105TH STREET AND VINCENNES AVENUE TIF AMENDMENT No. 2

Prepared by JRG Inc. & ERS Inc.

JUNE 2013

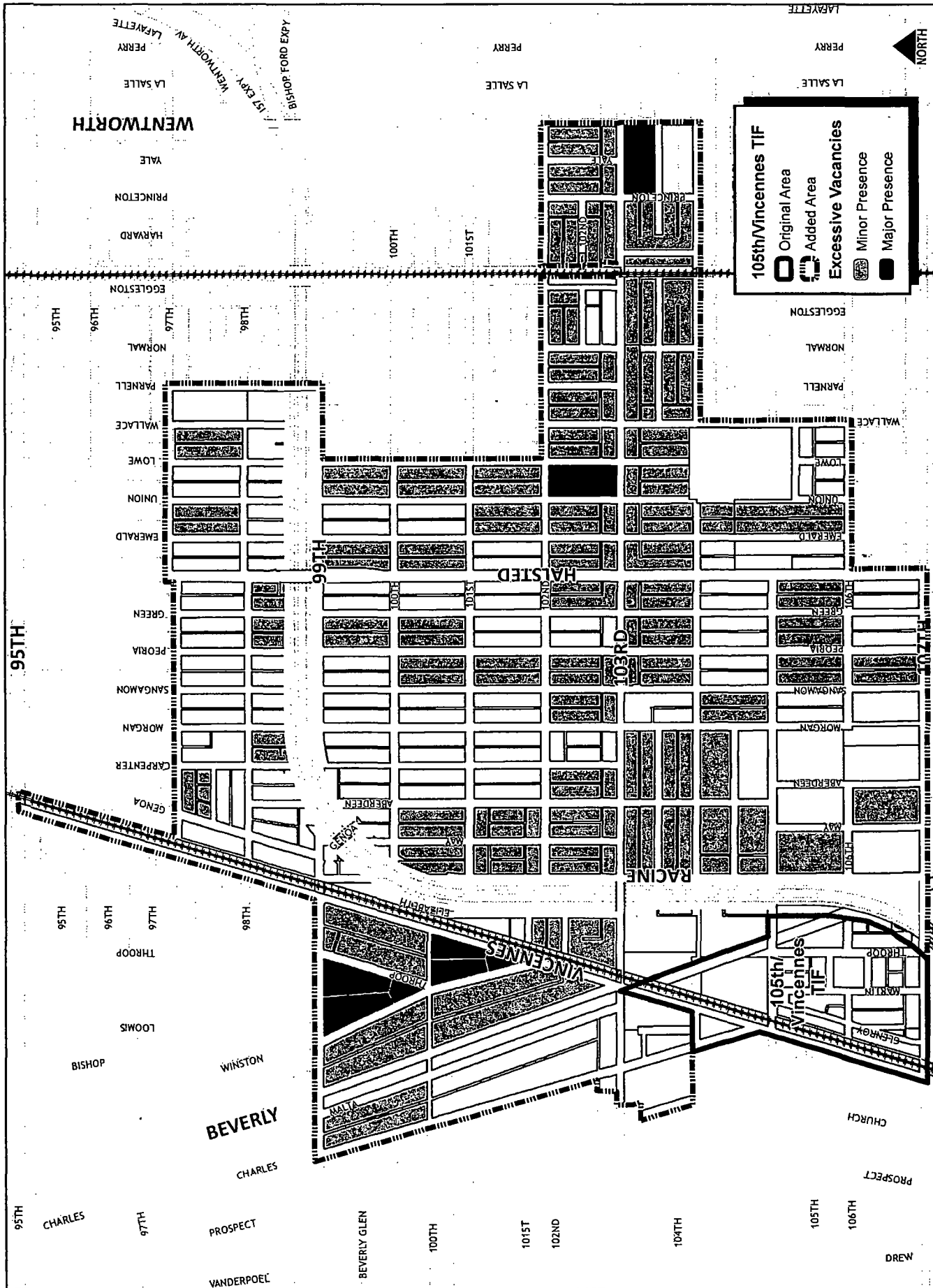


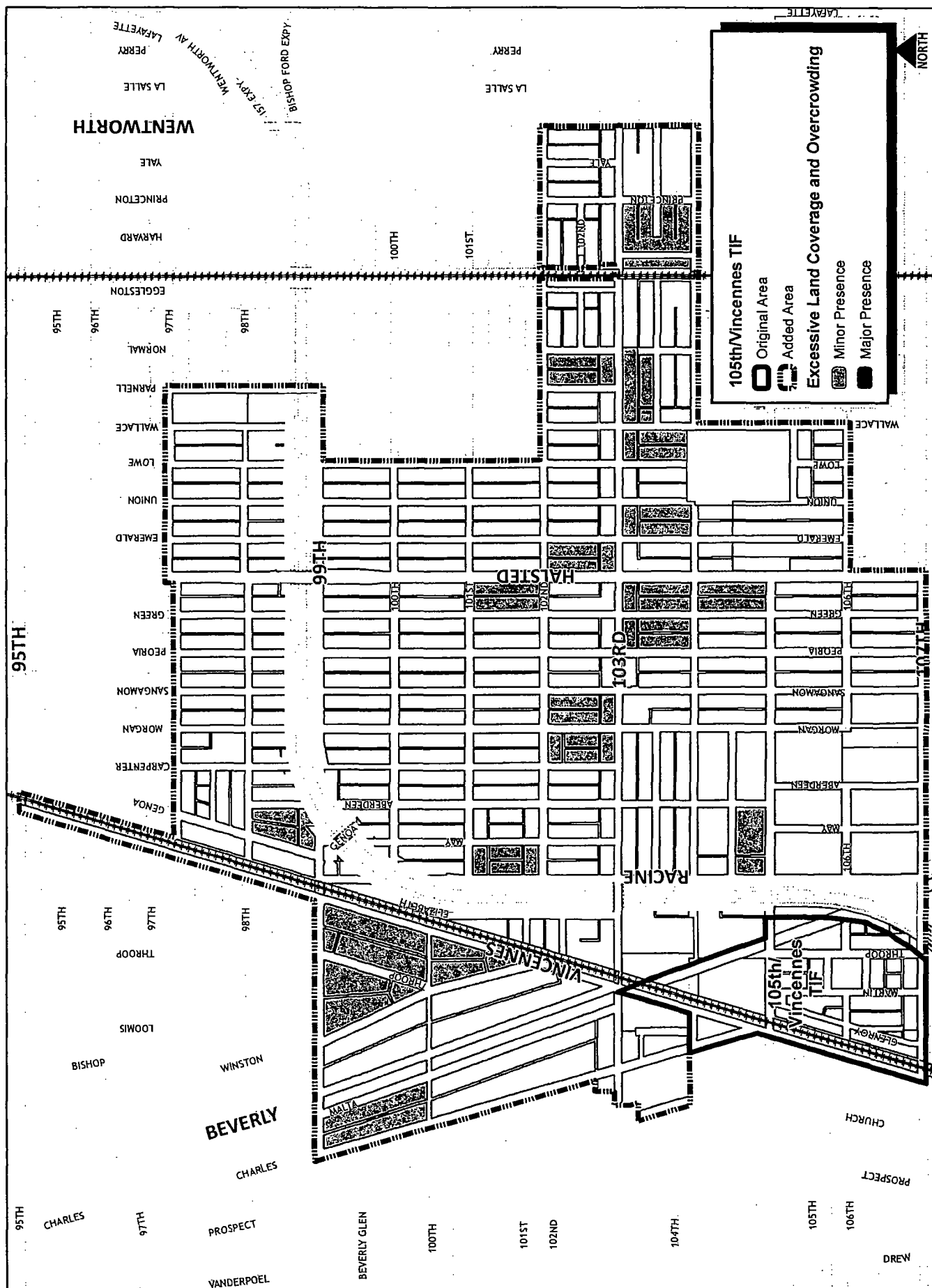
Eligibility Study Figure 2b: **Existing Land Use (EAST)**

105TH STREET AND VINCENNES AVENUE TIF-AMENDMENT No. 2

Prepared by JRG Inc. & ERS Inc.

JUNE 2013





Eligibility Study Figure 8: Excessive Land Coverage and Overcrowding
105TH STREET AND VINCENNES AVENUE TIF-AMENDMENT No. 2

Prepared by JRG Inc. & ERS Inc.
JUNE 2013

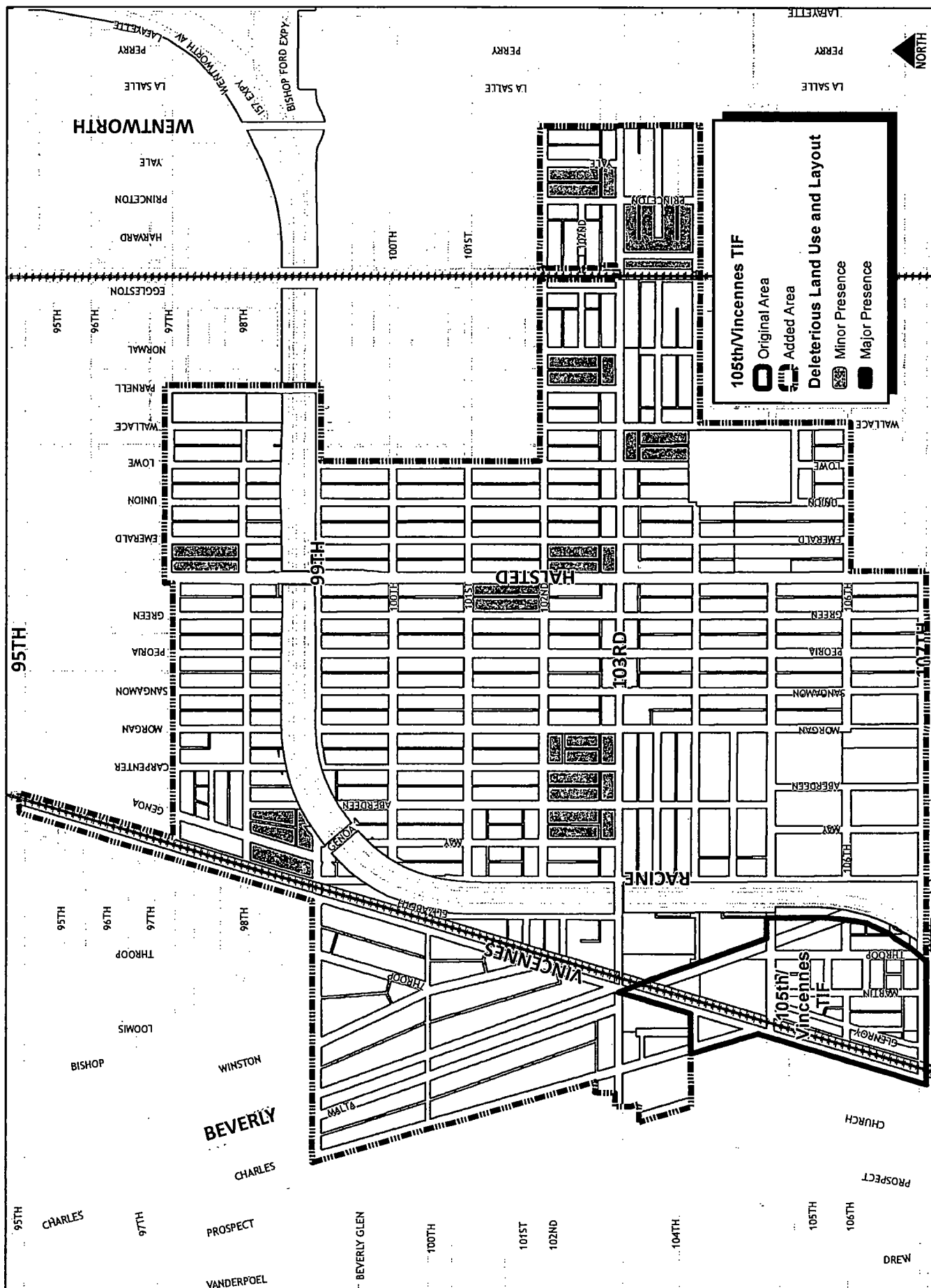


**Exhibit IV: 105th and Vincennes Redevelopment Project Area Tax Increment Financing
Housing Impact Study**

**105TH STREET AND VINCENNES AVENUE
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA
HOUSING IMPACT STUDY**

City of Chicago, Illinois

Amendment No. 2

June 28, 2013

City of Chicago
Rahm Emanuel, Mayor

Department of Housing and Economic Development
Andrew J. Mooney, Commissioner

Prepared by:

Johnson Research Group Inc.
343 South Dearborn Street, Suite 404
Chicago, Illinois 60625

Ernest R. Sawyer Enterprises, Inc.
100 North LaSalle Street, Suite 1515
Chicago, Illinois 60602

105TH STREET AND VINCENNES AVENUE

HOUSING IMPACT STUDY

INTRODUCTION

Johnson Research Group (“JRG”) and ERS Enterprises, Inc. (“ERS”), or collectively, the “Consultants” have been engaged to prepare this Amendment Number 2 to the 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan. This Amendment Number 2 to the Original Plan expands the Project Area to include additional tax parcels. As the Original Project Area did not contain any residential units at the time that the Plan was adopted, no Housing Impact Study was required. The Added Area includes residential units and since the adoption of the Original Plan, residential units have been built in the Original Project Area. Therefore, a Housing Impact Study for the Redevelopment Project Area (the Original Project Area plus the Added Area) will be completed pursuant to Section 11-74.4-3(n) (5) of the Act. As required by the Act, ERS conducted the Housing Impact Study for the Redevelopment Project Area.

A Housing Impact Study has been conducted for the 105th and Vincennes Redevelopment Project Area to determine the potential impact of redevelopment on area residents. The irregularly shaped area is generally bounded by 97th Street on the north, 107th Street on the south, Wentworth Avenue on the east, and Charles Street and Vincennes Avenues on the west. As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the Redevelopment Project Plan.

This Housing Impact Study is organized into two parts. Part I describes the housing survey conducted within the Redevelopment Project Area to identify the residential units in number and type, indicating whether they are inhabited or uninhabited and the racial and ethnic composition of the residents. Part II identifies the inhabited residential units in the proposed Redevelopment Project Area that may be removed. Specific elements of the Housing Impact Study include:

PART I – HOUSING SURVEY

- i. Type of residential unit mix; either single-family or multi-family.
- ii. The number and type of rooms within the units, if that information is available.
- iii. Whether the units are inhabited or uninhabited, as determined no less than 45 days before the date that the ordinance or resolution required by subsection (a) of Section 11-74.4-5 of the Act as passed.
- iv. Data as to the racial and ethnic composition of the residents in the inhabited residential units, which shall be deemed to be fully satisfied if based on data from the most recent federal census.

PART II – POTENTIAL HOUSING IMPACT

- i. The number and location of those units that will be or may be removed.
- ii. The municipality's plans for relocation assistance for those residents in the proposed redevelopment project area whose units are to be removed.

- iii. The availability of replacement housing for those residents whose units will be removed, and the identification of the type, location and cost of the replacement housing.
- iv. The type and extent of relocation assistance to be provided.

PART I – HOUSING SURVEY

Part I of this study provides, as required by the Act, the number, type and size of residential units within the Redevelopment Project Area; the number of inhabited and uninhabited units; and the racial and ethnic composition of the residents in the inhabited residential units.

i. Number and Type of Residential Units

The number and type of residential units within the Redevelopment Project Area were identified during the housing field survey conducted by ERS as part of the Housing Impact Survey for the area. This survey, completed during December 2012, revealed that the Redevelopment Project Area contains 3,343 residential buildings containing a total of 3,581 residential units. The number of residential units by building type is outlined in **Table 1, Number and Type of Residential Units in the Redevelopment Project Area.**

Table 1: Number and Type of Residential Units in the Redevelopment Project Area

Building Type	Total # of Buildings	Total # of Units
Single Family	3,212	3,212
Multi-Family	108	331
Mixed Use	23	38
TOTAL	3,343	3,581

Source: ERS Enterprises

ii. Number and Type of Rooms in Residential Units

The estimated distribution of residential units within the Redevelopment Project Area by the number of bedrooms is identified in **Table 2, Units by Number of Bedrooms in the Redevelopment Project Area.**

Methodology

The methodology employed to estimate the number of housing units by bedroom number is as follows: Data from the 2010 U.S. Census was gathered for the 14 block groups within eight census tracts overlapping the Redevelopment Project Area – census tracts 4907, 4910, 4911, 7202, 7304, 7305, 7306, and 7307 (“**Redevelopment Project Area Census Block Groups**”) – and the percentage of units in each bedroom category was determined. The total number of occupied residential units in the Redevelopment Project Area, 3,446, was then applied to the Redevelopment Project Area Census Block Group percentages for each category to arrive at an estimated number of households for each bedroom category.

As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A housing unit consisting of only one room, such as a one-room efficiency apartment, is classified, by definition, as having no bedroom.

Table 2: Units By Number of Bedrooms in the Redevelopment Project Area

Number of Bedrooms	Number of Units	% of Total
No Bedroom	69	2.0%
1 Bedroom	143	4.1%
2 Bedrooms	759	22.0%
3 Bedrooms	1,479	42.9%
4 Bedrooms	676	19.6%
5+ Bedrooms	320	9.3%
TOTAL:	3,446	100.0%

Source: 2010 US Census, ERS Enterprises

iii. Number of Inhabited Units

A survey of inhabited dwelling units within the Redevelopment Project Area was conducted by ERS in December 2012. This survey identified a total of 3,581 residential units, of which 135 (3.8%) were identified as vacant and 3,446 (96.2%) units were identified as inhabited within the Redevelopment Project Area.

iv. Race and Ethnicity of Residents

The racial and ethnic composition of the residents within the Redevelopment Project Area is identified in **Table 3, Race and Ethnicity Characteristics of Residents in the Redevelopment Project Area**, within this section. The methodology used to determine this information is described below.

Methodology

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units was estimated by using demographic data specific to the Redevelopment Project Area Census Tracts. To determine the racial and ethnic composition of the residents in the inhabited residential units for the purpose of this Housing Impact Study, racial and ethnic data from the 2010 U.S. Census was gathered for 305 blocks within the Redevelopment Project Area Census Block Groups (**"Redevelopment Project Area Census Blocks"**). All racial categories are based on categories defined by the U.S. Census Bureau. The average household size in the Redevelopment Project Area was estimated at 2.70 persons using the total population divided by the total households in the Redevelopment Project Area Census Blocks. This number was multiplied by the total inhabited residential units in the Redevelopment Project Area, 3,446, to arrive at an estimated total population of 9,309. The total population figure was then multiplied by the racial category percentages in the Redevelopment Project Area Census Blocks. The breakdown by Hispanic origin is also provided although the U.S. Census Bureau does not categorize Hispanic origin as a racial group.

Table 3: Race and Ethnicity Characteristics of Residents in the Redevelopment Project Area

Race	Percent of Total
White	0.9%
Black or African American	98%
American Indian or Alaskan Native	0.6%
Asian	0.3%
Native Hawaiian or Other Pacific Islander	0.1%
TOTAL:	100.0%

Sources: 2010 US Census, ERS Housing Field Survey

[1] As defined by U.S. Census Bureau

Hispanic Origin	Percent of Total
Hispanic	0.45%
Non-Hispanic	99.55%
TOTAL:	100.0%

Sources: 2010 US Census Bureau, ERS Housing Field Survey

PART II – POTENTIAL HOUSING IMPACT

Part II of this study contains, as required by the Act, information on any acquisition and relocation program, along with replacement housing and relocation assistance.

i. Number and Location of Units That May Be Removed

The primary objectives of the Plan are to improve quality of life in the Redevelopment Project Area and the City through the elimination of the influences and manifestations of physical and economic deterioration and obsolescence within the Redevelopment Project Area; develop an environment within the Redevelopment Project Area which will contribute more positively to the health, safety, and general welfare of the City, and preserve or enhance the value of properties adjacent to the Redevelopment Project Area; and an increased real estate tax base for the City and other taxing districts having jurisdiction over the Redevelopment Project Area.

Methodology

Presented below are the three steps used to fulfill the statutory requirements of defining the number and location of inhabited residential units that may be removed or impacted.

- 1) **Properties identified for acquisition.** An acquisition plan has not been prepared as part of the 105th and Vincennes Redevelopment Project Area. Therefore, there are zero (0) occupied housing units that may be impacted due to acquisition.
- 2) **Dilapidation.** As identified above and presented in more detail in the 105th and Vincennes Redevelopment Project Added Area Eligibility Study, there were zero (0) buildings classified as “dilapidated” in the Project Added Area.
- 3) **Changes in land use.** The Land Use Plan, presented in Section V of the Plan identifies the future land uses to be in effect upon adoption of the Plan. When compared to the existing land uses identified, none of the parcels of property currently containing residential uses will be subject to change as a result of proposed future land uses identified under the Plan.

The City has no plans to displace any occupied residential units. Based on the methodology used above, none of the inhabitants will be displaced as the result of the Redevelopment Plan over the 11-year life of the TIF.

ii. Plan for Relocation Assistance

The City's plans for relocation assistance for those qualified residents in the proposed Redevelopment Project Area whose residences are to be removed shall be consistent with the requirements set forth in Section 11-74.4-3(n)(7) of the Act. No specific relocation plan has been prepared by the City as of the date of this report because no project has been approved by the City. Until such a project is approved, there is no certainty that any removal of residences will actually occur.

iii. Replacement Housing

In accordance with Section 11-74.4-3 (n)(7) of the Act, the City shall make a good faith effort to ensure that affordable replacement housing for any qualified displaced resident whose residence is removed is located in or near the Redevelopment Project Area.

At this juncture there are no plans to remove any residences within the Redevelopment Project Area. However, if replacement housing were needed, a sampling of the availability of housing (within 5 miles) surrounding the Redevelopment Project Area is shown in **Table 4, Survey of Available Rental Housing Units.**

Table 4: Survey of Available Rental Housing Units Surrounding the Redevelopment Project Area

No.	Location	Bed rooms	Rent	Amenities	Section 8 Accepted	Community
1	9400 S. Laflin	1	\$650	Heat & Appliances Incl.	No	Beverly
2	9400 S. Laflin	2	\$750	Heat & Appliances Incl.	No	Beverly
3	7959 S. Ashland	2	\$695	Heat Included		Auburn Gresham
4	7800 S. Marshfield	2	\$825	Newly Rehabbed		Auburn Gresham
5	10300 S. Parkside	2	\$885	Free Water		Oak Lawn Auburn
6	8022 Honore St.	2	\$950	Appliances Included	No	Gresham
7	9543 S. Racine	1	\$700	Heat & Appliances Incl. Heat & Hot Water Included	No	Morgan Park
8	815 E 81 st St	1	\$525		No	Chatham
9	8000 S. Maryland	2	\$760	Newly Rehabbed	Yes	Chatham
10	7953 S. Dobson	2	\$800	Free Heat	Yes	Chatham
11	11036 S. Vernon Ave	2	\$795		Yes	
12	143 103 rd Place	4	\$1300	Full basement	No	West Pullman Washington Heights
13	1007 W. 104 th Place	4	\$1499	Newly Rehabbed	Yes	Washington Heights
14	10340 S. Peoria St.	4	\$1400	Newly Renovated	No	Washington Heights
15	10538 S. Aberdeen	4	\$1400		No	Washington Heights
16	10118 S. May	5	\$1600		No	Washington Heights
17	10655 S. May	3	\$1300	Newly Rehabbed	Yes	Washington Heights
18	1249 W. 108 th Place	2	\$950		No	Morgan Park
19	11258 S. Aberdeen	1	\$600	Newly Rehabbed	No	Morgan Park
20	11317 S. Carpenter St.	4	\$900		No	Morgan Park

Sources: Chicago Sun-Times, Chicago Tribune, Forrent.com and Zillow.com

The location, type and cost of a sample of possible replacement housing units located within the surrounding Community Areas were determined through classified advertisements from the *Chicago Sun-Times* and *Chicago Tribune*, as well as from Internet listings on Forrent.com and Zillow.com. It is important to note that Chicago has a rental cycle where apartments turn over at a greater rate on May 1 and October 1 of each year. These times would likely reflect a wider variety of rental rates, unit sizes and locations than those available at other times throughout the year.

iv. Type and Extent of Relocation Assistance

In the event that the implementation of the Plan results in the removal of residential housing units in the Project Area occupied by low-income households or very low-income households, or the displacement of low-income households or very low-income households from such residential housing units, such households shall be provided affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may be either existing or newly constructed housing. The City shall make a good faith effort to ensure that this affordable housing is located in or near the Redevelopment Project Area.

As used in the above paragraph "low-income households", "very low-income households" and "affordable housing" shall have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Plan, these statutory terms are defined as follows: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than 50 percent but less than 80 percent of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD") for purposes of Section 8 of the United States Housing Act of 1937; (ii) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than 50 percent of the median income of the area of residence, adjusted for family size, as so determined by HUD; and (iii) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent of the maximum allowable income for such households, as applicable.

Based on demographics information in the Project Area Census Block Groups and the income limits provided by United States Department of Housing and Urban Development ("HUD"), ERS concludes that approximately 13.1% of the households within the Redevelopment Project Area can be classified as very, very low-income, 18.1% of the households may be classified as very low-income, and 18.1% of the households may be categorized as low-income, as defined by Section 3 of the *Illinois Affordable Housing Act*, 310 ILCS 65/3. These statutory terms have the following meanings:

- a. "low-income households" means a single-person, family or unrelated persons living together whose adjusted income is more than 50 percent but less than 80 percent of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by HUD for purposes of Section 8 of the United States Housing Act of 1937;
- b. "very low-income households" means a single-person, family or unrelated persons living together whose adjusted income is not more than 50 percent of the median income of the area of residence, adjusted for family size, as so determined by HUD;
- c. "very, very low-income households" means a single-person, family or unrelated persons living together whose adjusted income is not more than

30 percent of the median income of the area of residence, adjusted for family size, as so determined by HUD; and

- d. "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent of the maximum allowable income for such households, as applicable.

Collectively, low-income, very low-income and very, very low-income households are estimated to represent 49.3% of the inhabited households in the Redevelopment Project Area. After adding a fourth income category – moderate-income households – the Redevelopment Project Area's collective households with incomes at or below the moderate income level are estimated at 68.6% of the inhabited households in the Redevelopment Project Area. To calculate the number of households at each income category, the Redevelopment Project Area Census Block Group percentages were applied to the total inhabited units in the Redevelopment Project Area and the results are summarized in **Table 5, Redevelopment Project Area Household Income - 2010**.

Table 5: Redevelopment Project Area Household Income 2010

Income Category	Annual Income Range	# of Households	% of Households
Very, Very Low Income	\$0 - \$17,647	451	13.1%
Very Low Income	\$17,648 - \$29,412	624	18.1%
Low Income	\$29,413 - \$47,060	624	18.1%
Moderate Income	\$47,061 - \$70,590	665	19.3%
Above Moderate Income	\$70,591 or Above	1,082	31.4%
TOTAL		3,446	100%

U.S. Department of Housing and Urban Development, 2010 U.S. Census, ERS Research and Field Survey

Replacement housing for any displaced households over the course of the 23-year life of the 105th and Vincennes Redevelopment Project Area are strongly encouraged to be affordable at the above referenced income levels. It should be noted that these income levels are likely to change over the 23-year life of the Redevelopment Project Area as both median income and income levels within the Redevelopment Project Area change.

Exhibit V: 105th Street and Vincennes Avenue TIF Redevelopment Project Area and Plan, including Amendment No. 1

**AMENDED 105th STREET AND VINCENNES AVENUE
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AND PLAN**

City of Chicago, Illinois

May 12, 1997
Revised September 20, 2001
Amended November 30, 2005

Prepared by:
Johnson Research Group, Inc.

This Amended Redevelopment Plan includes changes that may be considered substantial in nature. These changes may replace some or all of the revisions that were made in 2001. The 2001 revisions were not substantial in nature and were marked, "Revised as of September 20, 2001" in the footer of individual pages where revisions were made. All pages of this Amended Redevelopment Plan are marked "Amended November 30, 2005" regardless of whether a 2005 change has been proposed for that individual page.

**AMENDED 105th STREET AND VINCENNES AVENUE
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EXHIBIT II:	105TH STREET AND VINCENNES AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA ELIGIBILITY STUDY DATED MAY 12, 1997

I. INTRODUCTION

The City of Chicago (the "City") is recognized throughout the world as the urban center of America's heartland, serving as a focal point of commerce, industry, finance, culture and education. The City is known for its economic wealth and vitality as well as its diverse population, eclectic neighborhoods and rich cultural heritage.

The subject of this report is an approximately 57.8 acre area located along the east side of Vincennes Avenue, between 103rd Street and 107th Street in the Washington Heights Community Area. Located approximately 11 miles south of the City's "Loop," the Washington Heights Community Area reflects much of the culture and diversity for which the City is known.

Settlement of the Washington Heights Community Area began in the 1860s, when railroad workers began to inhabit "the Crossing" of the Rock Island Railroad and the Panhandle Line (Pittsburgh, Cincinnati, Chicago and St. Louis Railroad) near the intersection of 103rd Street and Vincennes Avenue. The combination of excellent rail transportation and available land attracted the Chicago Bridge and Iron Works Company (CB&I) to the Crossing. This company provided jobs and a way of life to Washington Heights residents for more than 80 years. The suburb of Washington Heights grew quickly around the railroad station and was annexed to Chicago in 1890. Washington Heights remained largely vacant until housing booms in the 1920s and again following World War II, which resulted in the construction of primarily single family homes. By 1950, the area reached residential maturity and by 1970 population reached an all time high of 36,540. Over the last two decades, Washington Heights has lost 6,600 residents from a 1980 population of 36,453 to a year 2000 population of 29,843.

Washington Heights continues to be a middle class neighborhood. Three-fourths of the existing units are single-family structures and owner occupied. However, the community area lost housing units for the first time in the 1980s because virtually no new structures were built to replace demolitions over the decade. The site of the former Chicago Bridge and Iron Works Company spans 4 city blocks, has been largely vacant for more than 20 years, with little or no new private development or rehabilitation occurring on the site or in the area immediately surrounding it.

As part of a strategy to encourage managed growth and stimulate private investment on the site of the former Chicago Bridge and Iron Works Company and in the surrounding area, Trkla, Pettigrew, Allen & Payne, Inc. ("TPAP"), was engaged to investigate whether an approximately 57.8 acre area qualifies as a "conservation area," a "blighted area," or a combination of both blighted and conservation areas under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) as amended (the "Act"). The area under investigation is generally bordered by 103rd Street on the north, the extension of the Dan Ryan Expressway (I-57) on the east, 107th Street on the south, and Vincennes Avenue on the west and is referred to as the 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area (the "Project Area").

The Project Area, described in more detail below as well as in the accompanying *105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area Eligibility Study* (the "Eligibility Study"), has not been subject to growth and development through investment by private enterprise and is not reasonably expected to be developed without the efforts and intervention of the City. Based on a proposed residential development plan, the *105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan* (the "Redevelopment Plan") and the accompanying Eligibility Study were prepared in 1997 and presented for public hearing but were not adopted at that time. Minor revisions were made to the Redevelopment Plan in 2001 to reflect updated Equalized Assessed Valuation and existing conditions in the Project Area. The Redevelopment Plan was adopted on October 3, 2001. Shortly thereafter, the developer of the proposed residential development filed for bankruptcy and the development did not occur. Johnson Research Group, Inc. was engaged by the development team of MGM Construction Company and The Terrell Group in 2005 with a new residential development proposal in the Project Area. To achieve the objectives of the original Redevelopment Plan and ensure the successful residential development of the 105th Street and Vincennes Avenue Project Area, it has become necessary to amend language and data contained herein, which will be referred to as the *Amended 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Area Project and Plan* (the "Amended Redevelopment Plan"). The related Eligibility Study has not been amended or revised since its preparation in 1997 and adoption in 2001.

This Amended Redevelopment Plan summarizes the analyses and findings of TPAP and Johnson Research Group's (the "consultants") work, which, unless otherwise noted, is the responsibility of the consultants. The City is entitled to rely on the findings and conclusions of this Amended Redevelopment Plan in designating the Redevelopment Project Area as a redevelopment project area under the Act. TPAP has prepared this Amended Redevelopment Plan, which includes as an Exhibit, the related Eligibility Study prepared by TPAP with the understanding that the City would rely (i) on the findings and conclusions of the Amended Redevelopment Plan and the related Eligibility Study in proceeding with the adoption and implementation of the Amended Redevelopment Plan, and (ii) on the fact that the consultants have obtained the necessary information so that the Amended Redevelopment Plan and the related Eligibility Study will comply with the Act.

A. TAX INCREMENT FINANCING

In January 1977, Tax Increment Financing ("TIF") was authorized by the Illinois General Assembly through passage of the Act. The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation, or industrial park conservation areas and to finance redevelopment project costs (sometimes referred to as "Project Costs" or "Redevelopment Project Costs") with incremental property tax revenues. "Incremental Property Tax" or "Incremental Property Taxes" are derived from the increase in the current equalized assessed valuation ("EAV") of real property within the redevelopment project area over and above the "Certified Initial EAV" of such real property. Any increase in EAV is then multiplied by the current tax rate, which results in Incremental Property Taxes. A decline in current EAV does not result in a negative Incremental Property Tax.

To finance redevelopment project costs, a municipality may issue obligations secured by Incremental Property Taxes to be generated within a project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate tax revenues. This financing mechanism allows the municipality to capture, for a certain number of years, the new tax revenues produced by the enhanced valuation of properties resulting from the municipality's redevelopment program, improvements and activities, various redevelopment projects, and the reassessment of properties. All taxing districts continue to receive property taxes levied on the initial valuation of properties within the redevelopment project area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and redevelopment project costs necessary to implement the redevelopment plan have been paid and such excess amounts are not otherwise pledged, earmarked or designated for future usage on other redevelopment projects. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid and the project area's term has expired or has been terminated.

B. THE 105TH STREET AND VINCENNES AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA

The 105th Street and Vincennes Avenue Tax Increment Redevelopment Project Area (the "Project Area") consists of an area of approximately 57.8 acres, including perimeter and interior streets. The area also contains 1 active rail line servicing both Metra commuter and freight trains and 1 vacated rail line. The Project Area is located along the western edge of the Washington Heights community area on the City's south side and is generally bordered on the north by 103rd Street; on the east by the I-57 Expressway right-of-way; on the south by 107th Street; and on the west by Vincennes Avenue, including the small triangular block bordered by Charles Street and 104th Street. The smaller triangular block is included in the Project Area because its condition is more similar to those found in the Project Area than in the adjacent residential areas. Figure 1, *Project Area Boundary*, illustrates the boundary of the Project Area.

Although the internal street system is deficient, access to the Project Area from the surrounding community is generally good from all directions. Vincennes Avenue, 107th Street and 103rd Street provide access to the surrounding community as well as to the I-57 Expressway.

The Project Area consists of 8 irregularly shaped tax blocks, 3 of which contain exempt parcels and 5 of which contain taxable parcels. The largest of these blocks is comprised of 1 large parcel formerly the site of the Chicago Bridge and Iron Works Company. The irregular shape of the blocks within the Project Area is due primarily to the diagonal alignments of Vincennes Avenue and the Rock Island and Pacific Railroad, a rail line currently operated by Metra. Although the

Project Area is predominantly vacant, the Metra Commuter Station is located north of 104th Street, within the boundaries of the Project Area. A self-storage facility, built in 2003, is located immediately south of the commuter station.

In general, the Project Area is characterized by a large portion of vacant and underutilized land, deteriorated and obsolete buildings, extensive fly dumping, and the presence of building debris, high weeds and junk storage. The internal street system is fragmented and deficient, and there is an overall lack of sidewalks, curbs and gutters throughout the Project Area.

In addition to the 2 diagonal rights-of-way highlighted above, several other conditions have influenced the overall shape and character of the Project Area. First, construction of the I-57 Expressway along the eastern edge of the Project Area effectively cut off the Project Area from the residential neighborhood and the typical grid street pattern located to the east. Second, closure of the Chicago Bridge and Iron Works Company more than 20 years ago resulted in a large vacant parcel in the heart of the Project Area. Third, removal of the former Pittsburgh, Cincinnati, Chicago & St. Louis Railroad, which bisects the Project Area in a northwest to southeast direction, resulted in additional vacant land. Fourth, vacant parcels are widely scattered throughout the remaining blocks within the Project Area. Finally, the small triangular block bordered by St. Charles Street, Vincennes Avenue, and 104th Street is characterized by vacancies, obsolescence and physical deterioration.

The Project Area is dominated by the former Chicago Bridge and Iron Works plant site. A combination of long-term vacancy, weather damage, lack of building maintenance, fly dumping, and the existence of old foundations and other building remains and debris has resulted in extreme deterioration and a negative impact on adjacent property.

C. THE AMENDED 105TH STREET AND VINCENNES AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN

As evidenced in Section VI, the Project Area as a whole has not been subject to growth and development through private investment. Furthermore, it is not reasonable to expect that the Project Area as a whole will be redeveloped without the use of TIF.

This Amended Redevelopment Plan has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area in order to stimulate growth and private investment in the Project Area as a whole. The goal of the City, through the implementation of this Redevelopment Plan, is that the entire Project Area be revitalized on a comprehensive and planned development basis to ensure that private investment in new development and rehabilitation occurs:

1. On a coordinated rather than piecemeal basis to ensure that the land use, pedestrian access, vehicular circulation, parking, service and urban design systems are functionally integrated and meet present-day principles and standards;

2. On a reasonable, comprehensive and integrated basis to ensure that the factors of blight are eliminated;
3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City; and
4. With a reasonable mix of new development and rehabilitation which supports and takes advantage of labor, financial institutions, and other resources or needs to be served within the community.

The Amended Redevelopment Plan sets forth the overall Redevelopment Project to be undertaken to accomplish the above-stated goal. During the implementation of the Redevelopment Project, the City may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements and intergovernmental agreements with private or public entities to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels or any other lawful purpose. Items (i) and (ii) are collectively referred to as "Redevelopment Projects."

The Amended Redevelopment Plan specifically describes the Project Area and summarizes the blighting factors which qualify the Project Area for designation as a blighted area as defined in the Act.

Successful implementation of this Amended Redevelopment Plan requires that the City utilize Incremental Property Taxes and other resources in accordance with the Act to stimulate the comprehensive and coordinated development of the Project Area. Only through the utilization of TIF will the Project Area develop on a comprehensive and coordinated basis, thereby eliminating the conditions of blight which have limited development of the Project Area by the private sector.

The use of Incremental Property Taxes will permit the City to direct, implement, and coordinate public improvements and activities, which are intended to stimulate private investment within the Project Area. These improvements, activities and investments will benefit the City, its residents, and all taxing districts having jurisdiction over the Project Area. The anticipated benefits include:

- An increased property tax base arising from new residential and commercial development and the rehabilitation of existing buildings;
- Elimination of problem conditions in the Project Area as well as general physical improvement and upgrading of properties;
- Increased opportunities for affordable housing within the City;
- Remediation of environmental contamination and the removal of a potential hazard to the health, safety and welfare of the surrounding community; and
- Increased job opportunities during the construction portions of the Redevelopment Project.

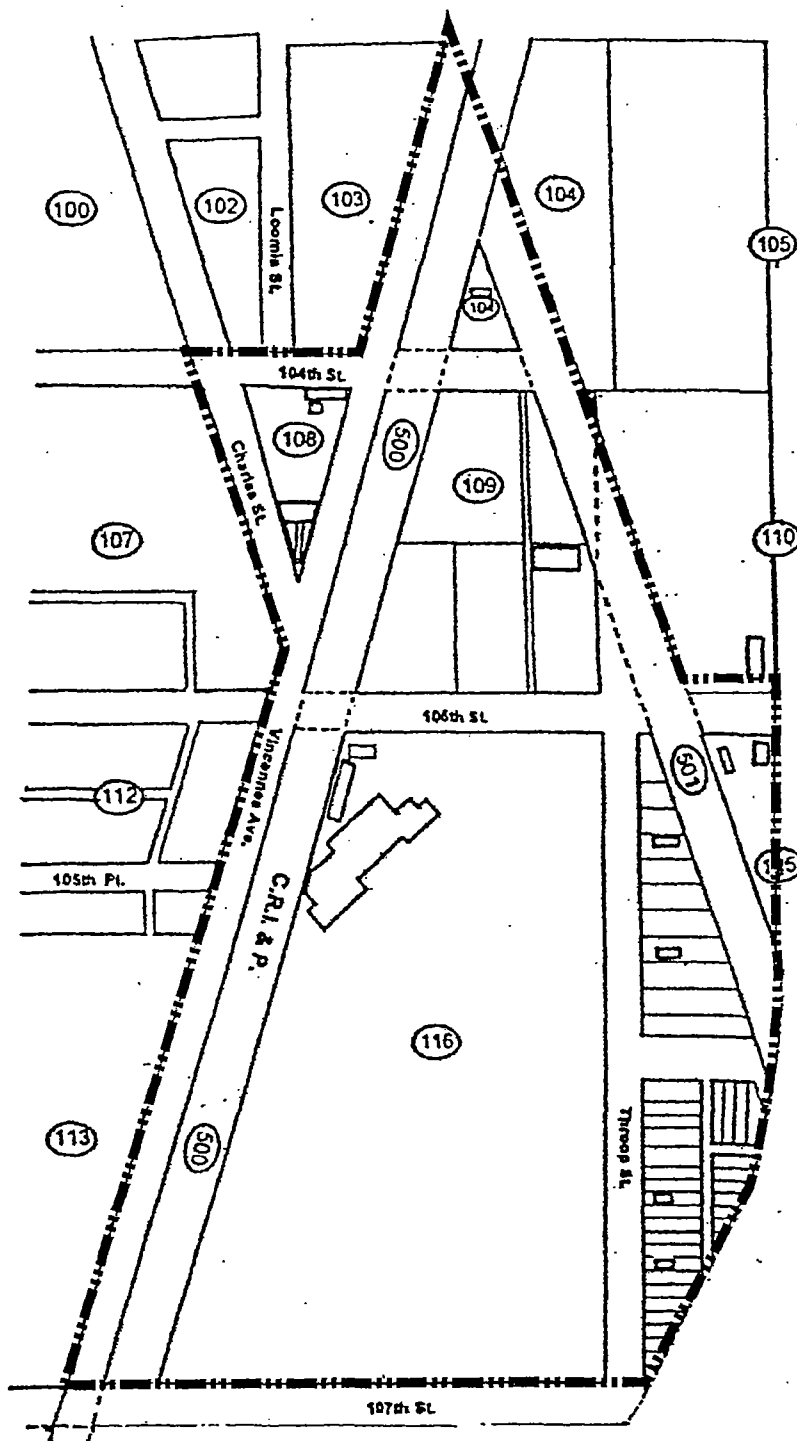
II. LEGAL DESCRIPTION

The boundaries of the Project Area have been carefully drawn to include only those contiguous parcels of real property and improvements substantially benefited by the proposed Redevelopment Project to be undertaken as part of this Amended Redevelopment Plan. The boundaries are shown in Figure 1, *Project Area Boundary*, and are generally described below:

The Project Area is generally bordered on the north by 103rd Street; on the east by the I-57 Expressway right-of-way; on the south by 107th Street; and on the west by Vincennes Avenue, including the small triangular block bordered by Charles Street and 104th Street.

The boundaries of the Project Area are legally described as follows:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN AS A TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 107TH STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF VINCENNES AVENUE; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF CHARLES STREET; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF 104TH STREET; THENCE EASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF VINCENNES AVENUE; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER PITTSBURGH CINCINNATI CHICAGO & ST. LOUIS RAILROAD; THENCE SOUTHEASTERLY ON THE LAST DESCRIBED LINE TO THE NORTH RIGHT-OF-WAY LINE OF 105TH STREET; THENCE EASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 57 EXPRESSWAY; THENCE SOUTHERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF 107TH STREET; THENCE WESTERLY ON THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



INTERSTATE 57

--- Project Area Boundary



Figure 1

Project Area Boundary

105th Street & Vincennes Avenue

Chicago, IL

Tax Increment Financing Redevelopment Area

Prepared by: **URS•TPAP**

III. ELIGIBILITY CONDITIONS

The results summarized in this section are more fully described in a separate report which presents the definition, application and extent of the blight factors in the Project Area. The report, prepared by TPAP and entitled "105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area Eligibility Study," is attached as Exhibit II to this Amended Redevelopment Plan.

A. PROJECT AREA ELIGIBILITY

Based upon surveys, inspections and analyses conducted by TPAP, the Project Area qualifies as a "blighted area" within the requirements of the Act. The Project Area is characterized by the presence of a combination of 5 or more of the blight factors listed in the Act for improved areas, rendering the area detrimental to the public safety, health and welfare of the citizens of the City. Specifically,

- Of the fourteen factors for "improved" blighted areas as set forth in the Act, 9 are present to a major extent and 1 is present to a minor extent.
- These 10 factors are reasonably distributed throughout the entire Project Area.
- The entire Project Area is impacted by and shows the presence of these 10 factors.
- Of the 7 criteria for "vacant" blighted areas as set forth in the Act, 3 are present within the Project Area.
- The Project Area includes only real property and improvements substantially benefited by the Redevelopment Project.

B. SURVEYS AND ANALYSES CONDUCTED

The blight factors found to be present in the Project Area are based upon surveys and analyses conducted by TPAP. The surveys and analyses conducted include:

1. Exterior survey of the condition and use of each building;
2. Site surveys of streets, alleys, sidewalks, lighting, curbs and gutters, 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 the current zoning ordinance and zoning map;
5. Comparison of exterior building conditions to property maintenance codes of the City;
6. Analysis of original and current platting and building size and layout;
7. Analysis of vacant sites and vacant buildings; and
8. Review of previously prepared plans, studies and data.

IV. REDEVELOPMENT GOALS AND POLICIES

Comprehensive and coordinated area-wide investment in new public and private improvements and facilities is essential for the successful redevelopment of the Project Area and the elimination of conditions that have impeded redevelopment of the Project Area in the past. Redevelopment of the Project Area will benefit the City through improvements in the physical environment, an increased tax base, additional construction employment and job training opportunities and an increase in the number and quality of affordable housing opportunities.

This section identifies the general goals and objectives adopted by the City for redevelopment of the Project Area. Section V of this Amended Redevelopment Plan presents more specific objectives for development and design within the Project Area, and describes the redevelopment activities the City intends to undertake to achieve the redevelopment goals and objectives presented in this Section.

A. GENERAL GOALS

Listed below are the general goals adopted by the City for redevelopment of the Project Area. These goals provide overall focus and direction for this Amended Redevelopment Plan.

1. An improved quality of life in the Project Area, the Washington Heights Community Area and the City through the elimination of the influences and manifestations of physical and economic deterioration and obsolescence within the Project Area.
2. An environment within the Project Area which will contribute more positively to the health, safety and general welfare of the City, and preserve or enhance the value of properties adjacent to the Project Area.
3. An increased real estate tax base for the City and other taxing districts having jurisdiction over the Project Area.

B. REDEVELOPMENT OBJECTIVES

Listed below are the redevelopment objectives which will guide planning decisions regarding redevelopment within the Project Area.

1. Reduce or eliminate those conditions which qualify the Project Area as a blighted area. These conditions are described in detail in Exhibit II to this Amended Redevelopment Plan.
2. Encourage a high-quality appearance of buildings, rights-of-way, and open spaces and encourage high standards of design.
3. Strengthen the economic well-being of the Project Area and the City by increasing taxable values and affordable housing opportunities.

4. Assemble land into parcels of sufficient shape and size for disposition and redevelopment in accordance with the Amended Redevelopment Plan and contemporary development needs and standards.
5. Create an environment which stimulates private investment in new construction and rehabilitation.
6. Provide needed improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with present-day design standards for such facilities.
7. Provide needed incentives to encourage a broad range of improvements in preservation, rehabilitation and new development.
8. Create new job opportunities for City residents utilizing appropriate job training and hiring programs.
9. Establish job training and job readiness programs to provide residents of the City with the skills necessary to secure jobs in the Project Area during the construction period.
10. Provide opportunities for women-owned and minority-owned businesses to share in the redevelopment of the Project Area.

V. REDEVELOPMENT PROJECT

This section presents the Redevelopment Project anticipated to be undertaken by the City and by private entities in furtherance of this Amended Redevelopment Plan. The Redevelopment Project described in this Amended Redevelopment Plan and pursuant to the Act includes the overall redevelopment concept, development and design objectives, a description of redevelopment improvements and activities, a general land use plan, estimated redevelopment project costs, a description of sources of funds to pay estimated redevelopment project costs, a description of obligations that may be issued, identification of the most recent EAV of properties in the Project Area, and an estimate of future EAV.

A. OVERALL REDEVELOPMENT CONCEPT

The Project Area should be redeveloped as a cohesive and distinctive urban neighborhood. It should consist of residential development that complements and enhances the range and styles of the existing housing stock in the community; limited commercial development that is compatible with surrounding residential uses; and complementary open space and pedestrian amenities.

The Project Area should be served by a street system and public transportation facilities that provide safe and convenient access to and circulation within the Project Area. New development should be served by a street network that reflects and extends the traditional grid street system which exists in surrounding areas.

The Project Area should be characterized by a planned network of open spaces and private development which will organize and provide focus to the Project Area. An open space network should be created which links residential areas, parks and public spaces, landscaped streets and surrounding neighborhood amenities.

The Project Area should have a coherent neighborhood design and character. Individual developments should be visually and physically linked within the Project Area and to the larger community. The Project Area should respect Chicago's traditional neighborhood form, which is characterized by a grid pattern of streets, buildings facing the street, and a human scale that is attractive and inviting for pedestrians.

The Project Area should become an attractive and desirable "neighborhood of choice" which provides new affordable housing opportunities, and complements the sound existing community areas located nearby.

B. DEVELOPMENT AND DESIGN OBJECTIVES

Listed below are the specific development and design objectives which will assist the City in directing and coordinating public and private improvement and investment within the Project Area in order to achieve the general goals and objectives identified in *Section IV* of this Amended Redevelopment Plan.

Land Use

- Promote comprehensive, area-wide redevelopment of the Project Area as a planned and cohesive urban neighborhood.
- Remove or minimize physical barriers and other impediments to unified development.
- Promote quality new residential developments throughout the Project Area.
- Provide sites for a wide range of affordable housing types.
- Promote housing types that accommodate a diverse mix of households and income levels.
- Allow for limited and compatible commercial development in selected locations.
- Promote commercial uses that support the needs of the area's residents and employees.
- Ensure a sensitive transition between residential and non-residential developments in order to minimize conflicts between different land uses.
- Encourage maintenance and upgrading of existing commercial and industrial uses.
- Locate parks, open spaces and other community facilities within walking distance of residential developments.

Transportation and Infrastructure

- Maintain and extend the grid pattern of streets and blocks that exists in surrounding areas.
- Improve street connections between the Project Area and surrounding neighborhoods to the east and west.
- Improve east-west circulation to and through the Project Area.
- Improve north-south circulation through the Project Area.
- Provide improved at-grade rail crossings at 107th, 105th and 104th Streets.
- Upgrade infrastructure throughout the Project Area.

Open Space and Pedestrian Facilities

- Develop new, easily accessible neighborhood parks in the vicinity of new residential developments.
- Provide community parks to help serve the population within the surrounding area.
- Provide well-defined and safe pedestrian connections between residential developments within the Project Area, and between the Project Area and nearby neighborhood destinations.

Urban Design

- Establish a distinctive and cohesive visual identity for the Project Area.
- Ensure that all new development reflects Chicago's traditional grid pattern of streets and blocks.
- Ensure high quality and harmonious architectural and landscape design throughout the Project Area.
- Enhance the appearance of the Project Area by landscaping the streets and creating areas for pedestrian activity.
- Preserve buildings with historic and architectural value.
- Require new developments to respect the architectural character and scale of the surrounding community.
- Provide distinctive design features, including landscaping and signage, at the major entryways into the Project Area.
- Screen the Metra - Chicago, Rock Island and Pacific Railroad corridor through the use of berming and landscaping.

C. REDEVELOPMENT IMPROVEMENTS AND ACTIVITIES

The City proposes to achieve its redevelopment goals and objectives for the Project Area through the use of public financing techniques including, but not limited to, tax increment financing, to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The City also maintains the flexibility to undertake additional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Project Area.

The City may enter into redevelopment agreements or intergovernmental agreements with public or private entities for the furtherance of this Amended Redevelopment Plan to construct, rehabilitate, renovate or restore improvements for public or private facilities on one or several parcels or any other lawful purpose (collectively referred to as "Redevelopment Projects"). Redevelopment agreements may contain terms and provisions that are more specific than the general principles set forth in this Amended Redevelopment Plan and which include affordable housing requirements as described below.

Developers who receive TIF assistance for market-rate housing are to set aside 20 percent of the units to meet affordability criteria established by the City's Department of Housing or any successor agency. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 100 percent of the area median income, and affordable rental units should be affordable to persons earning no more than 60 percent of the area median income.

1. Property Assembly

Property acquisition and land assembly by the private sector in accordance with this Amended Redevelopment Plan will be encouraged by the City. To meet the goals and objectives of this Amended Redevelopment Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and redevelopment.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Amended Redevelopment Plan.

2. Relocation

Relocation assistance may be provided to facilitate redevelopment of portions of the Project Area and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City subsequent to this Amended Redevelopment Plan may be provided with relocation advisory and financial assistance as determined by the City. In the event that the implementation of the Amended Redevelopment Plan results in the removal of residential housing units in the Project Area occupied by low-income households or very low-income households, or the displacement of low-income households or very low-income households from such residential housing units, such households shall be provided affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may be either existing or newly constructed housing. The City shall make a good faith effort to ensure that this affordable housing is located in or near the Project Area.

As used in the above paragraph "low-income households", "very low-income households" and "affordable housing" shall have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Amended Redevelopment Plan, these statutory terms are defined as follows: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than 50 percent but less than 80 percent of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD") for purposes of Section 8 of the United States Housing Act of 1937; (ii) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than 50 percent of the median income of the area of residence, adjusted for family size, as so determined by HUD; and (iii) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent of the maximum allowable income for such households, as applicable.

3. Provision of Public Works or Improvements

The City may provide public improvements and facilities that are necessary to service the Project Area in accordance with this Amended Redevelopment Plan and the comprehensive plan for development of the City as a whole. Public improvements and facilities may include, but are not limited to, the following:

a) *Streets and Utilities*

A range of individual roadway, utility and related improvement projects, from repair and resurfacing to major construction or reconstruction, may be undertaken.

b) *Parks, Open Space and Landscaping*

Improvements to existing or future parks, open spaces and public plazas may be provided and a range of public improvements, including, the construction of public walkways, screening the active railroad through berming, landscaping, lighting and general beautification improvements which may be provided for the use of the general public.

4. Rehabilitation of Existing Buildings

The City will encourage the rehabilitation of buildings that are basically sound and/or historically significant, and are located so as not to impede the Redevelopment Project.

5. Job Training and Related Educational Programs

Programs designed to increase the skills of the labor force that would take advantage of the employment opportunities within the Project Area may be implemented.

6. Taxing Districts Capital Costs

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Amended Redevelopment Plan.

7. Interest Subsidies

Funds may be provided to developers or redevelopers for a portion of interest costs incurred by a developer or redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act; and
- (b) such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the developer or redeveloper with respect to the redevelopment project during that year;
- (c) if there are not sufficient funds available in the special tax allocation fund to make the payment, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
- (d) the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total (i) costs paid or incurred by a developer or redeveloper for a redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
- (e) Up to 75 percent of interest costs incurred by a developer or redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

8. Affordable Housing

Funds may be provided to developers for up to 50 percent of the cost of construction, renovation and/or rehabilitation of all new low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act.

9. Analysis, Administration, Studies, Surveys, Legal, etc.

Under contracts that will run for three years or less (excluding contracts for architectural and engineering services which are not subject to such time limits) the City and/or private developers may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Amended Redevelopment Plan.

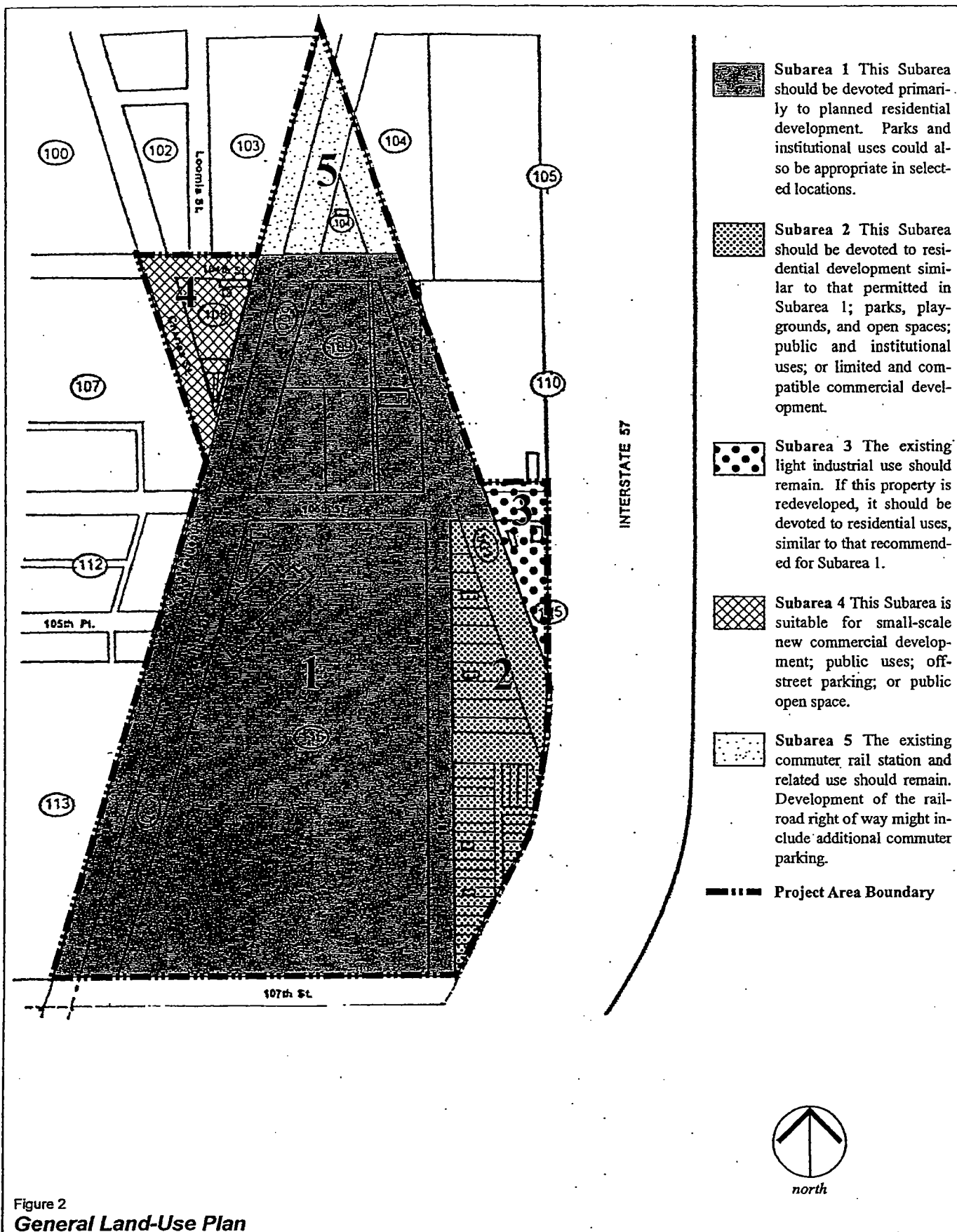
D. GENERAL LAND-USE PLAN

Figure 2 presents the General Land-Use Plan that will be in effect upon adoption of this Amended Redevelopment Plan.

As indicated in Figure 2, the Project Area should be redeveloped as a planned and cohesive urban neighborhood providing sites for a range of housing types, parks and open space, and limited new commercial development. The various land uses should be arranged and located so that there is a sensitive transition between residential and non-residential developments in order to minimize conflicts between different land uses.

The Land-Use Plan divides the Project Area into 5 subareas, each of which would be suitable for a somewhat different mix of uses and scale and character of development.

- *Subarea 1* includes the major portion of the Project Area, and is generally bounded by 107th Street on the south; Throop Street on the east; 104th Street on the north; and the Metra railroad on the west. Subarea 1 also includes the vacated rail line right-of-way between 104th Street and 105th Street. This Subarea should be devoted primarily to planned residential development. A wide variety of housing types and styles could be accommodated, provided they are compatible with adjacent developments and are consistent with the overall objectives for the Project Area. Parks and institutional uses could also be appropriate in selected locations.
- *Subarea 2* includes the properties along the east side of Throop Street, between 107th and 105th Streets and includes the portion of the vacated rail line right-of-way between 105th and 106th Streets. This Subarea would be suitable for residential development similar to that permitted in Subarea 1; parks, playgrounds and open spaces; public and institutional.
- *Subarea 3* includes the triangular area east of the vacated rail line right-of-way, between 105th Street and 106th Street and encompasses the existing industrial use at this location. Although the existing use could remain, the site and building should be upgraded and improved, and the property screened and buffered from the adjacent residential area. If this property is redeveloped, it should be devoted to residential uses, similar to that recommended for Subarea 1.
- *Subarea 4* includes the small triangular block along the west side of Vincennes Avenue, just south of 104th Street. This Subarea would be suitable for small-scale new commercial development; public uses; off-street parking; or public open space. The existing fire station building has historic interest and adaptive reuse of this structure should be encouraged.
- *Subarea 5* includes the triangular area generally bounded by 103rd Street on the north; Vincennes Avenue on the west; 104th Street on the south; and the eastern boundary of the vacated rail line right-of-way on the east. This Subarea includes the Metra commuter station building and the vacated rail line right-of-way between 103rd Street and 104th Street. While the existing use should remain, additional parking should be considered for Metra commuters.uses; or limited and compatible commercial development.



E. REDEVELOPMENT PROJECT COSTS

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Amended Redevelopment Plan (the "Redevelopment Project Costs").

In the event the Act is amended by the Illinois General Assembly after the date of the approval of this Amended Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/1-74.4-3(q)(11)), this Amended Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Amended Redevelopment Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Exhibit I or otherwise adjust the line items in Exhibit I without amendment to this Amended Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Amended Redevelopment Plan.

1. Eligible Redevelopment Project Costs

Redevelopment Project Costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Amended Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the Amended Redevelopment Plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The cost of marketing sites within the Project Area to prospective businesses, developers and investors;
- c) 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, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment

- project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
- e) Costs of the construction of public works or improvements subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
 - f) Costs of job training and retraining projects including the costs of “welfare to work” programs implemented by businesses located within the Project Area and such proposals feature a community-based training program which ensures maximum reasonable opportunities for residents of the Washington Heights Community Area with particular attention to the needs of those residents who have previously experienced inadequate employment opportunities and development of job-related skills including residents of public and other subsidized housing and people with disabilities;
 - g) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
 - h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Amended Redevelopment Plan ;
 - i) 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 or by Section 74.4-3(n)(7) of the Act (see Section V.C.2 above) or otherwise determines that the payment of relocation costs is appropriate;
 - j) Payment in lieu of taxes, as defined in the Act;
 - k) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs: (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38,

805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code 105 ILCS 5/10-22.20a and 5/10-23.3a;

- i) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - 1. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) costs paid or incurred by the redeveloper for such redevelopment project, plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
 - 5. Up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- m) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- n) An elementary, secondary, or units school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- o) Up to 50 percent of the cost of construction, renovation and/or rehabilitation of all new low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act; and
- p) The cost of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80 percent of the City, county or regional median income as determined time to time by the United States Department of Housing and Urban Development.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 *et. seq.*, then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the redevelopment project area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

2. Estimated Redevelopment Project Costs

A range of redevelopment activities and improvements will be required to implement this Amended Redevelopment Plan. The activities and improvements and their estimated costs are set forth in Exhibit I of this Amended Redevelopment Plan. All estimates are based on 2004 dollars. Funds may be moved from one line item to another or to an eligible cost category described in this Amended Redevelopment Plan.

Redevelopment Project Costs described in this Amended Redevelopment Plan are intended to provide an upper estimate of expenditures. Within this upper estimate, adjustments may be made in line items without amending this Amended Redevelopment Plan.

F. SOURCES OF FUNDS TO PAY REDEVELOPMENT PROJECT COSTS

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived partially from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur Redevelopment Project Costs which are paid for from funds of the City other than Incremental Property Taxes, and the City may then be reimbursed from such costs from Incremental Property Taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area may be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The City may utilize net Incremental Property Taxes received from the Project Area to pay eligible redevelopment projects costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Amended Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, *et seq.*). If the City finds that the goals, objectives and financial success of such contiguous

redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Amended Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Exhibit I of this Amended Redevelopment Plan.

G. ISSUANCE OF OBLIGATIONS

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area is adopted (i.e. City Council approved the Redevelopment Plan and designated the Project Area on October 3, 2001), by December 31, 2025. Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Amended Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

H. VALUATION OF THE PROJECT AREA

1. The Certified Initial EAV of Properties in the Project Area

The Certified Initial EAV of all properties in the Project Area is \$1,268,074. This figure is based on 2000 EAV, certified by the County Clerk of Cook County, Illinois. The Certified Initial EAV of the Project Area is summarized by tax parcel in Table 1, Certified Initial EAV by Tax Parcel.

2. Anticipated Equalized Assessed Valuation

By the year 2024 (Collection Year 2025) and following the completion of the Redevelopment Project, the EAV of the Project Area is estimated to total approximately \$34.5 million. This estimate is based on several key assumptions, including: 1) redevelopment of the Project Area will occur in a timely manner; 2) The EAV of existing development and new development will inflate at the rate of 3 percent per annum; 3) 233 housing units of a mixed variety will be constructed with an average sales price of \$286,762 per unit; and 4) the 5-year average state equalization factor of 2.3284 is used in all years to calculate estimated EAV.

TABLE 1: CERTIFIED INITIAL EAV BY TAX PARCEL

Tax Parcel	Certified 2000 EAV	Tax Parcel	Certified 2000 EAV
25-17-104-010-0000	Exempt	25-17-117-011-0000	2,139
25-17-108-001-0000	Exempt	25-17-117-012-0000	2,139
25-17-108-003-0000	14,573	25-17-117-013-0000	2,139
25-17-108-005-0000	Exempt	25-17-117-014-0000	10,747
25-17-109-014-0000	37,815	25-17-117-015-0000	1,834
25-17-109-016-0000	50,949	25-17-117-016-0000	1,672
25-17-109-017-0000	1,299	25-17-117-017-0000	1,456
25-17-109-018-0000	22,048	25-17-117-018-0000	1,212
25-17-109-019-0000	32,745	25-17-117-019-0000	954
25-17-109-020-0000	1,299	25-17-117-020-0000	700
25-17-109-021-0000	340,433	25-17-117-023-0000	2,139
25-17-115-001-0000	2,790	25-17-117-024-0000	2,139
25-17-115-002-0000	1,986	25-17-117-025-0000	2,139
25-17-115-003-0000	19,157	25-17-117-026-0000	1,512
25-17-115-004-0000	17,708	25-17-117-027-0000	1,681
25-17-115-005-0000	4,249	25-17-117-028-0000	1,441
25-17-115-006-0000	4,798	25-17-117-029-0000	1,274
25-17-115-007-0000	5,381	25-17-117-030-0000	1,101
25-17-115-008-0000	5,899	25-17-117-031-0000	907
25-17-115-009-0000	21,624	25-17-117-032-0000	736
25-17-115-010-0000	9,325	25-17-117-033-0000	525
25-17-115-011-0000	61,213	25-17-117-034-0000	218
25-17-116-002-0000	540,660	25-17-117-045-0000	2,995
25-17-117-001-0000	3,587	25-17-117-046-0000	Exempt
25-17-117-002-0000	2,139	25-17-500-001-0000	RR
25-17-117-003-0000	2,139	25-17-501-004-0000	RR
25-17-117-006-0000	Exempt	25-17-501-005-0000	RR
25-17-117-007-0000	Exempt	TOTAL	\$1,268,074
25-17-117-008-0000	1,070		
25-17-117-009-0000	17,250		
25-17-117-010-0000	2,139		

VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

As described in *Section III* of this Amended Redevelopment Plan, the Project Area as a whole is adversely impacted by the presence of numerous blighting factors, and these factors are reasonably distributed throughout the area. Blighting factors within the Project Area are widespread and represent major impediments to sound growth and development.

The lack of private investment is evidenced by the following:

- The Project Area is characterized by age, dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, excessive land coverage, deleterious land-use and layout, depreciation of physical maintenance and an overall lack of community planning.
- The Project Area is dominated by a large, dilapidated, abandoned industrial building, formerly occupied by the Chicago Bridge and Iron Works Company which had remained vacant for more than 20 years.
- Between 1991 and 1995, the Assessed Valuation ("AV") of the Project Area decreased by approximately 5.3 percent. Over this same period, the AV of the City as a whole increased by 7.1 percent.
- In the period between 1980 and 1990, the Washington Heights community area, which includes the Project Area, lost housing units.
- Within the last ten years, only one building was constructed in the Project Area.

The following impediments illustrate why the Project Area would not reasonably be anticipated to be developed without the intervention of the City and the adoption of this Amended Redevelopment Plan.

- The presence of fly dumping, building debris, soil piles, excavations and the deterioration of the main industrial building on the former CB&I property present a negative image that cannot be overcome without large-scale redevelopment.
- Site preparation requires the costly removal of concrete slabs, once used for iron processing activities.
- Remediation of environmental contamination is necessary to safeguard the health, safety and welfare of the surrounding community from potential hazards caused by previous uses.
- Most of the former CB&I property is unserved or underserved by modern infrastructure including sidewalks, curbs, street lights, water and sewer.
- The internal street system within the larger Project Area is fragmented and lacks sidewalks, curbs and gutters.

The Project Area on the whole has not been subject to growth and development through investment by private enterprise. The Project Area would not reasonably be expected to be

developed on a comprehensive and coordinated basis without the intervention of the City and the adoption of this Amended Redevelopment Plan for the Project Area.

VII. FINANCIAL IMPACT

Without the adoption of this Amended Redevelopment Plan and TIF, the Project Area is not reasonably expected to be redeveloped by private enterprise. In the absence of City-sponsored redevelopment initiatives there is a prospect that blighted conditions will continue to exist and spread, and the Project Area on the whole and adjacent properties will become less attractive for the investment and improvement of the community. In the absence of City-sponsored redevelopment initiatives, erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Section V of this Amended Redevelopment Plan describes the comprehensive Redevelopment Project proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Project will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various redevelopment improvements and activities as well as the Redevelopment Project set forth in this Amended Redevelopment Plan. Successful implementation of this Amended Redevelopment Plan is expected to result in new private investment in rehabilitation of buildings and new construction on a scale sufficient to eliminate deteriorating problem conditions and to return the area to a long-term sound condition.

The Redevelopment Project is expected to have both short- and long-term positive financial impacts on the taxing districts affected by the Amended Redevelopment Plan. In the short-term, the City's effective use of TIF can be expected to stabilize existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long-term, after the completion of all redevelopment improvements and activities, the Redevelopment Project and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts will benefit from any enhanced tax base which results from the increase in EAV caused by the Redevelopment Project.

VIII.DEMAND ON TAXING DISTRICT SERVICES

The following major taxing districts presently levy taxes against properties located within the Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District of Greater Chicago. The district provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

South Cook County Mosquito Abatement District. The district provides mosquito abatement services to the City of Chicago (south of 87th Street) and communities located in southern Cook County.

Chicago Community College District 508. The district is a unit of the State of Illinois' system of public community colleges whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

Board of Education of the City of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operation of educational facilities and the provision of educational services for kindergarten through twelfth grade. No public school facilities are located within the boundaries of the Project Area. Public school facilities located within a ½-mile of the Project Area include Percy Julian High School, located immediately east of the Project Area, Barnard Elementary School, and Mt. Vernon Elementary School.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs. There are no parks located within the Project Area. Park District facilities located within a ½-mile of the Project Area include Lamb, Mt. Vernon, and Graver Parks.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

City of Chicago. The City is responsible for the provision of the full range of municipal services typically associated with large, mature cities, including the following: police and

fire protection; capital improvements and maintenance; water production and distribution; sanitation service; building, housing and zoning codes, etc.

City of Chicago Library Fund. General responsibilities of the Library Fund include the provision, maintenance and operation of the City's library facilities. There are no libraries within the boundaries of the Project Area. The nearest library facilities are located outside the Project Area and include Woodson Regional Library at 9525 S. Halsted Street, the Walker Branch Library at 11071 S. Hoyne Avenue and the Beverly Branch Library at 2121 W. 95th Street.

A. IMPACT OF THE REDEVELOPMENT PROJECT

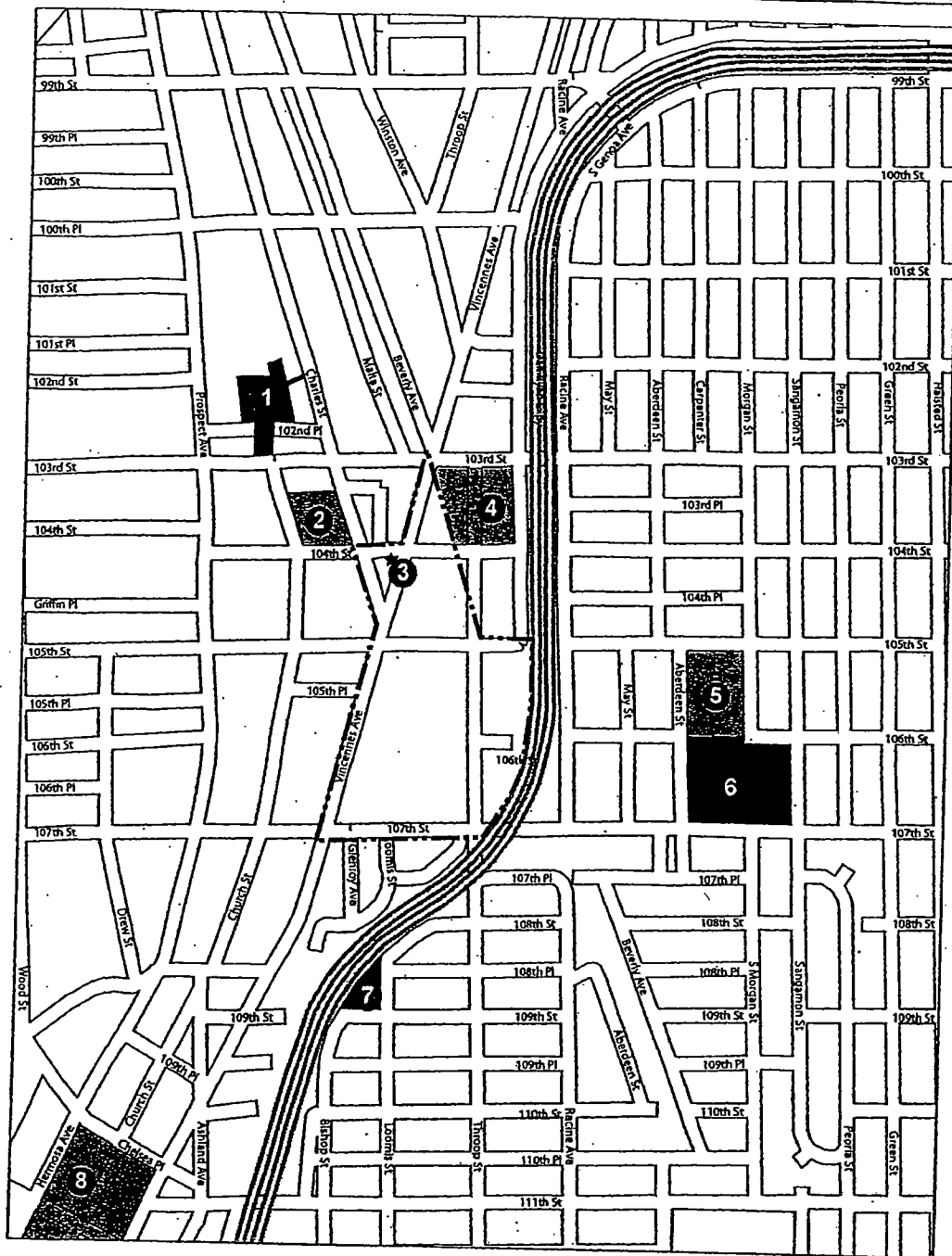
In 1994, the Act was amended to require an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Amended Redevelopment Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development. The estimated nature of these increased demands for services on these taxing districts are described below.

Metropolitan Water Reclamation District of Greater Chicago. The rehabilitation of or replacement of underutilized properties with new development may cause increased demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District.

City of Chicago. The replacement or rehabilitation of underutilized properties with new development may increase the demand for services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, etc.

Board of Education. The replacement or rehabilitation of underutilized properties with new residential development is likely to increase the demand for services and programs provided by the Board of Education. There are no public school facilities located within the Project Area. Three public schools are located within a ½-mile of the Project Area and include Percy L. Julian High School, Mt. Vernon Elementary School and Barnard Elementary School. These school facilities are illustrated in *Figure 3, Community Facilities*.

Chicago Park District. The replacement or rehabilitation of underutilized properties with residential, commercial, business and other development is likely to increase the demand for services, programs and capital improvements provided by the Chicago Park District within and adjacent to the Project Area. These public services or capital improvements may include, but are not necessarily limited to, the provision of additional open spaces and recreational facilities by the Chicago Park District. There are no public parks located within the Project Area. The nearest public parks within a ½-mile of the Project Area are identified in *Figure 3, Community Facilities*.



Legend

- Project Area Boundary
- Educational
- Parks and Open Space
- ★ Fire house

Community Facilities

1. Graver Park
2. Barnard Elementary
3. Fire Station
4. Percy Julian High School
5. Mount Vernon Elementary
6. Jackie Robinson Park
7. Lamb Playlot Park
8. Morgan Park High School

Figure 3

Community Facilities

105th Street & Vincennes Avenue

Tax Increment Financing Redevelopment Area

Chicago, IL

Prepared by: **URS-TPAP**

City of Chicago Library Fund. The replacement or rehabilitation of underutilized properties with residential, commercial, business and other development is likely to increase the demand for services, programs and capital improvements provided by the City of Chicago Library Fund.

**B. PROGRAM TO ADDRESS INCREASED DEMAND FOR SERVICES
OR CAPITAL IMPROVEMENTS**

The following activities represent the City's program to address increased demand for services or capital improvements provided by the impacted taxing districts.

- It is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Project Area can be adequately handled by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District. Therefore, no special program is proposed for the Metropolitan Water Reclamation District.
- It is expected that any increase in demand for City services and programs associated with the Project Area can be adequately handled by existing City, police, fire protection, library facilities, sanitary collection and recycling services and programs maintained and operated by the City. Therefore, no special programs are proposed for the City.
- It is expected that new residential development and the redevelopment of vacant, underutilized or non-residential property to residential use may generate additional demand for recreational services and programs and, therefore, would warrant additional open spaces and recreational facilities operated by the Chicago Park District. The *Land Policies Plan*, released by the Chicago Park District in 1990, established the goal of 2 acres of parkland per 1,000 residents for each community area. The *Parkland Needs Analysis*, released in 1993, indicates that Washington Heights does not meet this standard. Open space needed to meet the minimum standard was identified at 3.6 acres. Redevelopment of the Project Area anticipates the inclusion of a 2-acre park to be donated to the Chicago Park District. The City intends to monitor development in the Project Area and, with the cooperation of the Chicago Park District, will attempt to ensure that any increased demands for the services and capital improvements provided by the Chicago Park District are addressed in connection with any particular residential development.
- It is expected that new residential development and the redevelopment of vacant, underutilized or non-residential property to residential use will result in an increase in demand for services provided by the Board of Education. To determine this potential increase, the Ehlers & Associates' (formerly Illinois School Consulting Services) methodology for estimating school age children was utilized. Based on the possible development of 233 new residential units, including a mix of single-family detached and

attached units and condominium units, an increase of approximately 100 elementary school age children and approximately 32 high school age children could result.

There are 2 elementary schools and 2 high schools which serve the Project Area. New residential development within the Project Area would fall within the Mt. Vernon Elementary School attendance boundary. Mt. Vernon is operating at 39 percent of capacity and would be able to accommodate additional students. Barnard Elementary School is adjacent to the TIF district on the western boundary but is currently operating at capacity. High schools within a half-mile of the Project Area include Percy L. Julian High School, located adjacent to the Project Area and Morgan Park High School to the southwest. High school capacity analysis is approached from a regional perspective due to the number of students willing and able to travel longer distances to schools outside their attendance area. Chicago Public Schools representatives indicate that as a region, they would be able to handle additional high school students that might be generated by the Project Area.

It is anticipated that the current capacity at existing public schools in the area, particularly Mt. Vernon Elementary and Percy L. Julian High School, can accommodate children from the Project Area. However, the City will work with the Chicago Board of Education to monitor the number of school-aged children from the Project Area who may enroll at public schools. The City will assist in accommodating such students on an annual basis based on the available capacity of schools in the attendance area.

- It is expected that any increase in demand for Cook County, Cook County Forest Preserve District, South Cook County Mosquito Abatement District and Chicago Community College District 508 services and programs associated with the Project Area can be adequately handled by services and programs maintained and operated by these taxing districts. Therefore, at this time, no special programs are proposed for these taxing districts. Should demand increase so that it exceeds existing service and program capabilities, the City will work with the affected taxing district to determine what, if any, program is necessary to provide adequate services.

The City's program to address increased demand for services or capital improvements provided by some or all of the impacted taxing districts is contingent upon: (i) the Redevelopment Project occurring as anticipated in this Amended Redevelopment Plan, (ii) the Redevelopment Project resulting in demand for services sufficient to warrant the allocation of Redevelopment Project Costs; and (iii) the generation of sufficient Incremental Property Taxes to pay for the Redevelopment Project Costs in Exhibit I. In the event that the Redevelopment Project fails to materialize, or involves a different scale of development than that currently anticipated, the City may revise its program to address increased demand, to the extent permitted by the Act, without amending this Amended Redevelopment Plan.

Exhibit I to this Amended Redevelopment Plan illustrates the present allocation of estimated Redevelopment Project Costs.

IX. CONFORMITY OF THE AMENDED REDEVELOPMENT PLAN TO THE PLANS FOR DEVELOPMENT OF THE CITY OF CHICAGO AS A WHOLE AND USES THAT HAVE BEEN APPROVED BY THE PLAN COMMISSION OF THE CITY

This Amended Redevelopment Plan and the Redevelopment Project described herein include land uses which were approved by the Chicago Plan Commission prior to the adoption of the Redevelopment Plan.

X. PHASING AND SCHEDULING

A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area.

It is anticipated that City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of Incremental Property Taxes by the City.

The estimated date for completion of Redevelopment Projects is no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Redevelopment Plan was adopted, which occurred in 2001 (i.e. December 31, 2025).

XI. PROVISIONS FOR AMENDING THE AMENDED REDEVELOPMENT PLAN

This Amended Redevelopment Plan may be amended pursuant to the Act.

XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PLAN

The City is committed to and will affirmatively implement the following principles with respect to this Amended Redevelopment Plan:

- A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or housing status.
- B) Redevelopers must meet the City's standards for participation of 24 percent Minority Business Enterprises and 4 percent Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
- C) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
- D) Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

XIII. HOUSING IMPACT AND RELATED MATTERS

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment project plan.

The Project Area contains 4 inhabited residential units. The Amended Redevelopment Plan provides for the development or redevelopment of several portions of the Project Area that may contain occupied residential units. As a result, it is possible that by implementation of this Plan, the displacement of residents from 4 inhabited residential units could occur.

Given that this Amended Redevelopment Plan would not result in the displacement of residents from 10 or more inhabited residential units and the Project Area does not contain 75 or more inhabited residential units, the completion of a housing impact study is not required under the Act.

EXHIBIT I: Estimated Redevelopment Project Costs

105th Street and Vincennes Avenue TIF

ELIGIBLE EXPENSE	ESTIMATED COST
Analysis, Administration, Studies, Surveys, Legal, Marketing etc.	\$ 1,300,000
Property Assembly	\$ 6,200,000
-Acquisition, Site Prep, Demolition, and Environmental Remediation	
Public Works & Improvements^[1]	\$ 4,450,000
-Streets and Utilities, Community Facilities, Parks and Open Space, and Landscaping	
Taxing District's Capital Costs	\$ 1,300,000
Job Training, Retraining, Welfare-to-Work	\$ 300,000
Day Care Services	\$ 200,000
Developer Interest Subsidy	\$ 400,000
TOTAL REDEVELOPMENT COSTS^{[2][3]}	\$ 14,150,000^[4]

^[1] This category may also include paying for or reimbursing (i) elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

^[2] Total Redevelopment Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.

^[3] The amount of the Total Redevelopment Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right of way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right of way.

^[4] Increases in estimated Total Redevelopment Project Costs of more than 5 percent, after adjustment for inflation from the date of the Plan adoption, are subject to the Plan amendment procedures as provided under the Act.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

**EXHIBIT II: 105TH STREET AND VINCENNES AVENUE TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA ELIGIBILITY STUDY
DATED MAY 12, 1997**

**105TH STREET AND VINCENNES AVENUE
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA**

ELIGIBILITY STUDY

City of Chicago, Illinois

Prepared by
Trkla, Pettigrew, Allen & Payne, Inc.

May 12, 1997

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EXECUTIVE SUMMARY

The purpose of this study is to determine whether the *105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area* (the "Project Area") qualifies for designation as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (the "Act"). The Act is found in Illinois Compiled Statutes, Chapter 65, Act 5, Section 11-74.4-1 *et seq.*, as amended.

The findings presented in this study are based on surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc. ("TPAP") for the Project Area of approximately 57.8 acres located approximately 11 miles south of the central business district of Chicago, Illinois.

The Project Area consists of approximately 57.8 acres generally bounded by 103rd Street on the north, the extension of the Dan Ryan Expressway (I-57) on the east, 107th Street on the south and Vincennes Avenue on the west. The Project Area is dominated by a large, vacant, industrial site formerly occupied by the Chicago Bridge and Iron Works Company, and includes eight irregularly shaped tax blocks, including two railroad rights-of-way (the Metra-Rock Island Line and the vacated Pittsburgh, Cincinnati, Chicago, and St. Louis Rail Line). Street and rail line rights-of-way consist of 21.0 acres within the Project Area. The Project Area contains a large portion of vacant land, several isolated residential buildings, two public uses, an industrial use and one commercial establishment.

The boundaries of the Project Area are shown on Figure 1A, *Project Area Boundary*. A more detailed description of the Project Area is presented in *Section II, The 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area*.

As set forth in the Act, a "redevelopment project area" means an area designated by the municipality which is not less in the aggregate than 1½ acres, and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted and conservation areas. The 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area exceeds the minimum acreage requirements of the Act.

As set forth in the Act, "blighted area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of 5 or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light

or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; or lack of community planning, is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired by: (1) a combination of 2 or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land; or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused railyards, rail tracks or railroad rights-of way, or (5) the area, prior to the area's designation, 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 in proximity to the area which improvements have been in existence for at least 5 years, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 or more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, and which area meets at least one of the factors itemized in provision (1) above relating to vacant areas, and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

While it may be concluded that the mere presence of the minimum number of the stated factors may be sufficient to make a finding of blight, this evaluation was made on the basis that the blighting factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the distribution of blighting factors throughout the project area must be reasonable so that basically good areas are not arbitrarily found to be blighted simply because of proximity to areas which are blighted.

On the basis of this approach, the Project Area is found to be eligible as a blighted area within the definition set forth in the Act. Included in the Project Area are three subareas: (i) Improved Areas with 10 of the 14 factors set forth in the Act; (ii) Vacant Areas with 3 of the 5 factors set forth in the Act; and (iii) Vacant railroad right-of-way.

Figure 1B, *Subareas Boundary* illustrates the three subareas described in more detail below.

Improved Areas

The improved area within the Project Area is found to be eligible as an "improved" blighted area within the definition set forth in the Act. Specifically,

- Of the fourteen factors set forth in the Act for "improved" blighted areas, ten are present in the improved portion of the Project Area.
- The factors present are reasonably distributed throughout the improved portion of the Project Area.

- All blocks within the improved portion of the Project Area show the presence of blight factors.
- The improved portion of the Project Area includes only real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

Vacant Areas

The vacant area within the Project Area is found to be eligible as a "vacant" blighted area within the definition set forth in the Act. Specifically,

- Approximately 26.2 acres within the vacant area are characterized by 3 of the 5 factors listed under the first requirement for "vacant" blighted areas as set forth in the Act. These factors include: obsolete platting, diversity of ownership, and deterioration of structures and site improvements in areas adjacent to the vacant land.
- The factors are reasonably distributed throughout this vacant area within the Project Area.
- All blocks within this vacant area show the presence of blight factors.
- This vacant area within the Project Area includes only real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

Vacant Railroad Right-Of-Way

The vacant area within the Project Area is found to be eligible as a "vacant" blighted area within the definition set forth in the Act. Specifically,

- Approximately 4 acres within the vacant area consist of unused railroad right-of-way.

I. BASIS FOR REDEVELOPMENT

The Illinois General Assembly made two key findings in adopting the Act:

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.

These findings were made on the basis that the presence of blight or conditions which lead to blight are detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements which must be met before a municipality can proceed with implementing a redevelopment project. One of these requirements is that the municipality must demonstrate that the prospective Redevelopment Project Area qualifies as a "blighted area" within the definitions set forth in the Act (Section 11-74.4-3). These definitions are paraphrased below:

ELIGIBILITY OF A BLIGHTED AREA

A blighted area may be either improved or vacant. If the area is improved (e.g., with industrial, commercial and residential buildings or improvements), a finding may be made that the area is blighted because of the presence of a combination of five or more of the following fourteen factors:

- Age
- Dilapidation
- Obsolescence
- Deterioration
- Illegal use of individual structures
- Presence of structures below minimum code standards
- Excessive vacancies
- Overcrowding of structures and community facilities
- Lack of ventilation, light, or sanitary facilities
- Inadequate Utilities
- Excessive land coverage
- Deleterious land-use or lay-out
- Depreciation of physical maintenance
- Lack of community planning

If the area is vacant, it may be found to be eligible as a blighted area based on the finding that the sound growth of the taxing districts is impaired by one of the following criteria:

- A combination of 2 or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant.
- The area immediately prior to becoming vacant qualified as a blighted improved area, or
- The area consists of an unused quarry or unused quarries, or
- The area consists of unused railyards, rail tracks or railroad right-of-way, or
- The area, prior to the area's designation, is subject to chronic flooding which adversely impacts on real property which is included in or (is) in proximity to any improvement on real property which has been in existence for at least 5 years and which substantially contributes to such flooding.
- The area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites.
- The area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, and which area meets at least one of the factors itemized in the first bullet item above for a vacant blighted area, and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

ELIGIBILITY OF A CONSERVATION AREA

A conservation area is an improved area in which 50 percent or more of the structures in the area have an age of 35 years or more and there is a presence of a combination of three or more of the fourteen factors listed below. Such an area is not yet a blighted area, but because of a combination of three or more of these factors, the area may become a blighted area.

- Dilapidation
- Obsolescence
- Deterioration
- Illegal use of individual structures
- Presence of structures below minimum code standards
- Abandonment
- Excessive vacancies
- Overcrowding of structures and community facilities

- Lack of ventilation, light, or sanitary facilities
- Inadequate utilities
- Excessive land coverage
- Deleterious land-use or lay-out
- Depreciation of physical maintenance
- Lack of community planning.

While the Act defines a blighted area, it does not define the various factors, nor does it describe what constitutes the presence or the extent of presence necessary to make a finding that a factor exists. Therefore, reasonable criteria should be developed to support each local finding that an area qualifies as a blighted area. In developing these criteria, the following principles have been applied:

1. The minimum number of factors must be present and the presence of each must be documented;
2. For a factor to be found present, it should be present to a meaningful extent so that a local governing body may reasonably find that the factor is clearly present within the intent of the Act; and
3. The factors should be reasonably distributed throughout the redevelopment project area.

It is also important to note that the test of eligibility is based on the conditions of the Project Area as a whole; it is not required that eligibility be established for each and every property in the project area.

The City of Chicago is entitled to rely on the findings and conclusions of this report in designating the Project Area as a redevelopment project area under the Act. TPAP has prepared this report with the understanding that the City would rely (i) on the findings and conclusion of this report in proceeding with the designation of the Project Area as a redevelopment project area under the Act, and (ii) on the fact that TPAP has obtained the necessary information to conclude that the Project Area can be designated as a redevelopment project area in compliance with the Act.

II. THE 105TH STREET AND VINCENNES AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA

The Project Area consists of an area of approximately 57.8 acres, including perimeter and interior streets. The area contains one active rail line servicing both Metra commuter and freight trains and one vacated rail line formerly used by the Pittsburgh, Cincinnati, Chicago, & St. Louis Railroad. The Project Area is located along the western edge of the Washington Heights community area on the City's south side and is generally bordered on the north by 103rd Street; on the east by the I-57 Expressway right-of-way; on the south by 107th Street; and on the west by Vincennes Avenue, including the small triangular block bordered by Charles Street and 104th Street. Figure 1A, *Project Area Boundary*, illustrates the boundary of the Project Area.

The Project Area consists of both vacant and built-up areas. As indicated in Figure 1B, vacant areas exist in five of the eight tax blocks comprising the Project Area. Vacant land areas, including vacated streets in Block 116 and the vacated railroad right-of-way, total 30.2 acres, or 52.2 percent of the total acreage within the Project Area.

Table 1 illustrates the acreage of various subareas within the Project Area.

Table 1, Acreage Distribution

105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area

Area	Acres	Percent of total
• Vacant land/parcels	26.2	45.3
• Vacant land consisting of former railroad right-of-way	4.0	6.9
• Improved land/parcels	6.6	11.4
• Streets and Metra rail line right-of-way	21.0	36.4
Total Project Area	57.8	100.0

The Project Area consists of eight irregularly shaped tax blocks, three of which contain exempt parcels and five of which contain taxable parcels. The largest of these blocks is comprised of one large parcel which spans four city blocks and was formerly the site of the Chicago Bridge and Iron Works Company. The triangular shape of the blocks was established decades earlier by the diagonal alignment of Vincennes Avenue and the Metra - Rock Island and Pacific Rail Line which run parallel to, and along side of, each other.

In addition to these conditions, several other factors have influenced the overall shape and character of the Project Area. First, the construction of the I-57 Expressway effectively cut off the Project Area from the residential neighborhood and typical grid street pattern located to the east. Second,

the closure of the Chicago Bridge and Iron Works Company resulted in a large vacant parcel in the heart of the Project Area. Third, the removal of the former Pittsburgh, Cincinnati, Chicago, and St. Louis Railroad, which bisects the area in a northwest to southeast direction, further contributed to the amount of vacant land within the Project Area. Finally, vacant parcels are widely scattered throughout the remaining blocks within the Project Area.

The Project Area is dominated by the former Chicago Bridge and Iron Works plant site. A combination of long-term vacancy, weather damage, lack of maintenance of the main building, fly dumping and the existence of building remains and debris on the former Chicago Bridge and Iron Works plant site as well as in the surrounding area, has resulted in the current condition of extreme deterioration and has adversely impacted adjacent property.

The Metra Station is at the north end within the Project Area. Access to the Project Area is good from all directions and is provided by Vincennes Avenue, 107th Street, and 103rd Street; which provides access to all parts of the surrounding area in this part of the City and to the I-57 Expressway.

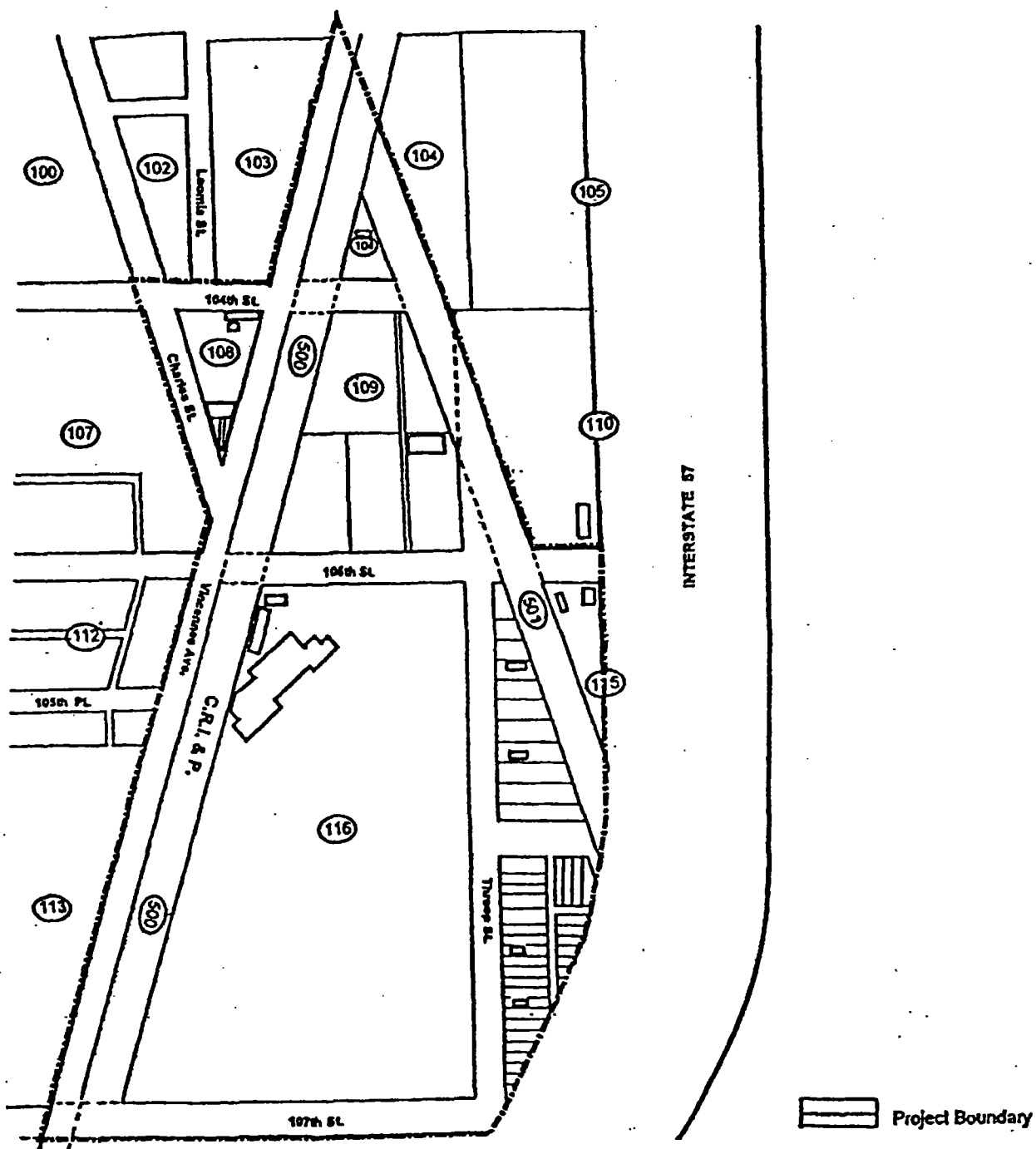


Figure 1A
PROJECT AREA BOUNDARY

Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

105th Street & Vincennes Avenue

Chicago, Illinois

Tax Increment Financing and Development Project

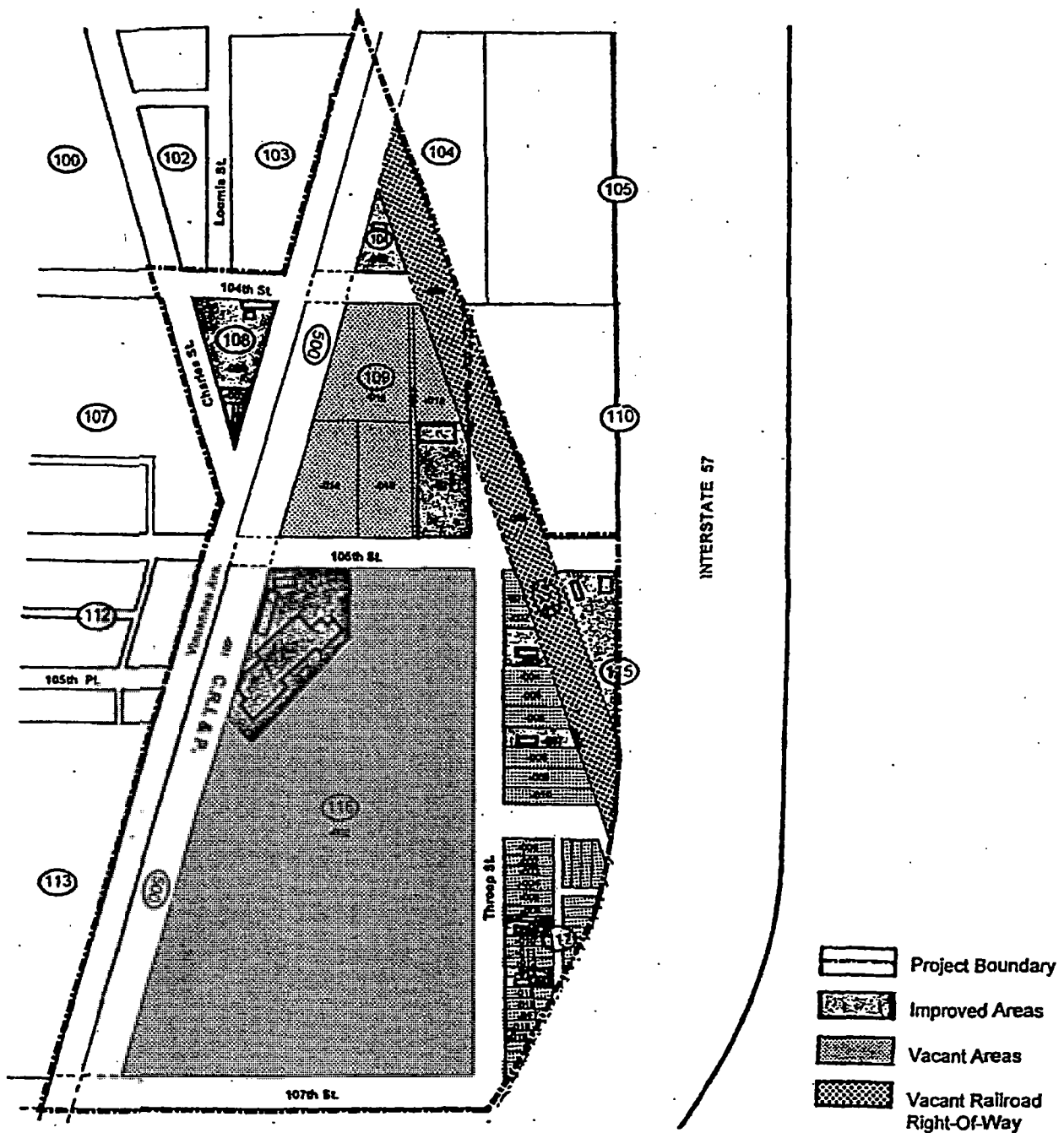


Figure 1B
SUBAREAS BOUNDARY

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105th Street & Vincennes Avenue

Chicago, Illinois

III. ELIGIBILITY SURVEY AND ANALYSIS FINDINGS: IMPROVED AREAS

An analysis was completed for each of the blighted area eligibility factors listed in the Act to determine whether each or any are present in the Project Area, and if so, to what extent and in what locations. Surveys and analyses conducted by TPAP included:

1. Exterior survey of the condition and use of each building;
2. Site surveys of streets, alleys, sidewalks, lighting, curbs and gutters, 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 map;
5. Comparison of exterior building conditions to property maintenance codes of the City;
6. Analysis of original and current platting and building size and layout;
7. Analysis of vacant sites and vacant buildings; and
8. Review of previously prepared plans, studies and data.

In October of 1996 and again in March of 1997, TPAP documented conditions based on exterior inspections of all buildings. Noted during the inspection were structural deficiencies of individual buildings and related environmental deficiencies in the Project Area. Figure 2, *Existing Land Use* identifies existing land uses within the Project Area and Figure 3, *Exterior Survey Form*, illustrates the building condition survey form used to record building conditions.

The following statement of findings is presented for each blighted area eligibility factor listed in the Act. The conditions that exist and the relative extent to which each factor is present in the Project Area are described.

A factor noted as not present indicates either that no information was available or that no evidence could be documented as part of the various surveys and analyses. A factor noted as present to a limited extent indicates that conditions exist which document that the factor is present, but that the distribution or impact of the blight condition is limited. Finally, a factor noted as present to a major extent indicates that conditions exist which document that the factor is present throughout major portions of the block, and that the presence of such conditions has a major adverse impact or influence on adjacent and nearby development.

What follows is the summary evaluation of the 14 factors for an "improved" blighted area. The factors are presented in order of their listing in the Act.

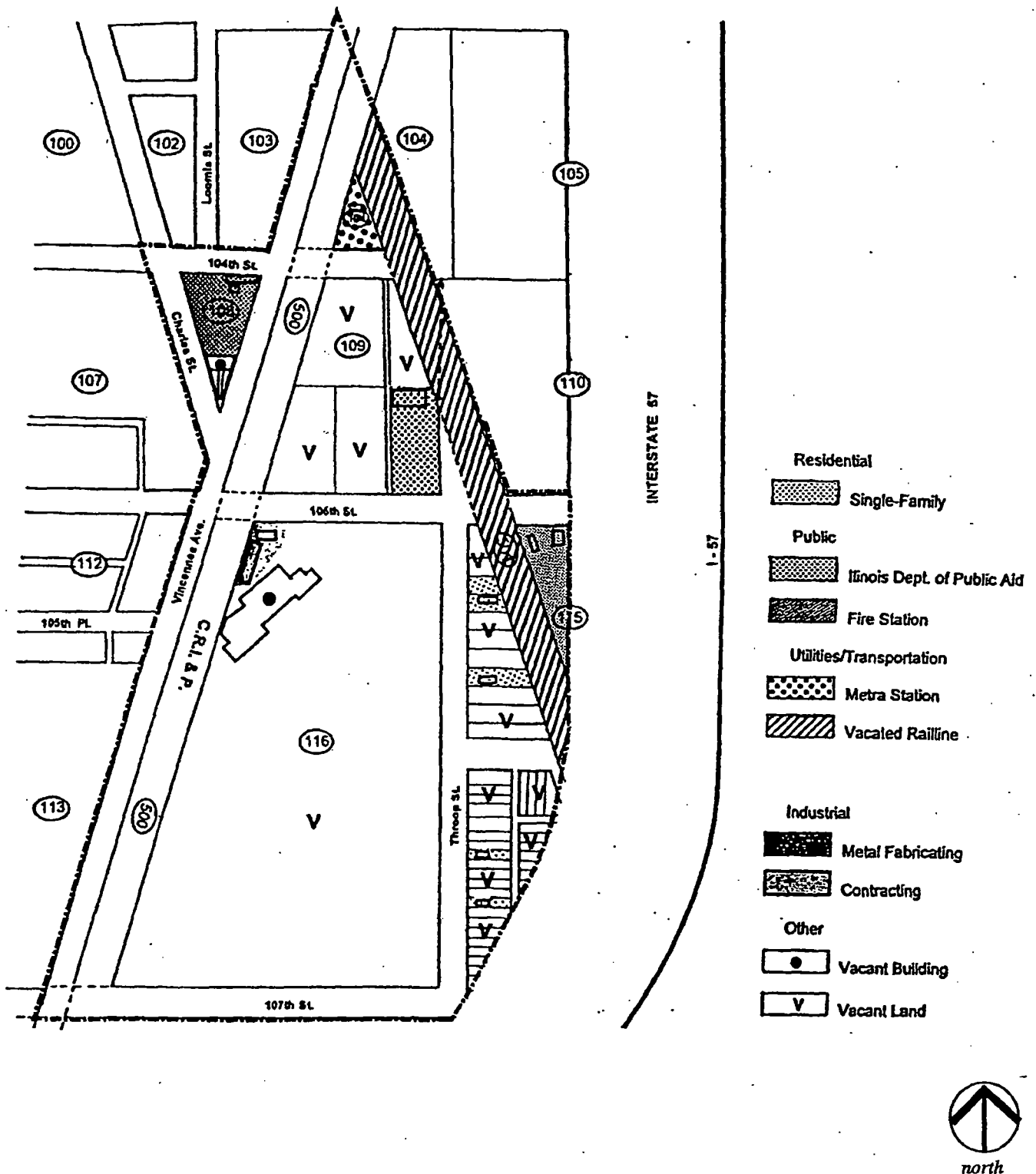


Figure 2
EXISTING LAND-USES

Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

105th Street & Vincennes Avenue

Chicago, Illinois

Tax Increment Financing and Development Project

[illegible]

500

IDENTIFICATION

DETAILED

1 ONE STORY
2 ONE AND ONE-HALF STORIES
3 TWO-STORIES
4 TWO AND ONE-HALF STORIES
5 THREE STORIES
6 FOUR STORIES
7 FIVE STORIES, ETC.

Dr. Prakash C. Patel

Summary:

[illegible]

100-10769

	DATE	DESCRIPTION	AMOUNT
1	10/1/58	CASH ON HAND	100.00
2	10/2/58	PAYROLL	50.00
3	10/3/58	RENT	25.00
4	10/4/58	UTILITIES	15.00
5	10/5/58	SUPPLIES	10.00
6	10/6/58	ADVERTISING	75.00
7	10/7/58	INSURANCE	30.00
8	10/8/58	DEPRECIATION	20.00
9	10/9/58	INTEREST	12.00
10	10/10/58	TOTAL	347.00

2. 25751

MOTEL

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DATE OF DEATH 4 1914

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2444 California Bluffs

Figure 3
Exterior Building Survey

105th Street & Vincennes Avenue

Chicago, Illinois

Tax Increment Financing and Development Project

Prepared By: Trkla, Pettigrew, Allen & Payne, Inc.

A. AGE

Age as a blighting factor presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures over a period of years. Since building deterioration and related structural problems can be a function of time, temperature and moisture, structures which are 35 years or older typically exhibit more problems and require a greater level of maintenance than more recently constructed buildings.

Figure 4, *Age* illustrates the location of all buildings in the Project Area which are more than 35 years of age.

Conclusion

Of the total thirteen principal buildings and related accessory buildings and structures, all thirteen, or 100 percent, are 35 years of age or older. Age as a factor of blight is present to a major extent.

B. DILAPIDATION

Dilapidation refers to advanced disrepair of buildings and site improvements. Webster's New Collegiate Dictionary defines "dilapidate," "dilapidated," and "dilapidation" as follows:

- Dilapidate, "...to become or cause to become partially ruined and in need for repairs, as through neglect."
- Dilapidated, "...falling to pieces or into disrepair; broken down; shabby and neglected."
- Dilapidation, "...a dilapidating or becoming dilapidated; a dilapidated condition."

To determine the existence of dilapidation, an assessment was undertaken of all buildings within the Project Area. The process used for assessing building conditions, the standards and criteria used for evaluation, and the findings as to the existence of dilapidation are presented below.

The building condition analysis is based on an exterior inspection of buildings and site improvements undertaken during October of 1996 and again in March of 1997. Noted during the inspections were structural deficiencies in building components and related environmental deficiencies in the Project Area. Dilapidation as a factor can refer to site improvements but for purposes of this study has been documented in the section describing *Deterioration*.

1. Building Components Evaluated

During the field survey, each component of a subject building was examined to determine whether it was in sound condition or had minor, major, or critical defects. Building components examined were of two types:

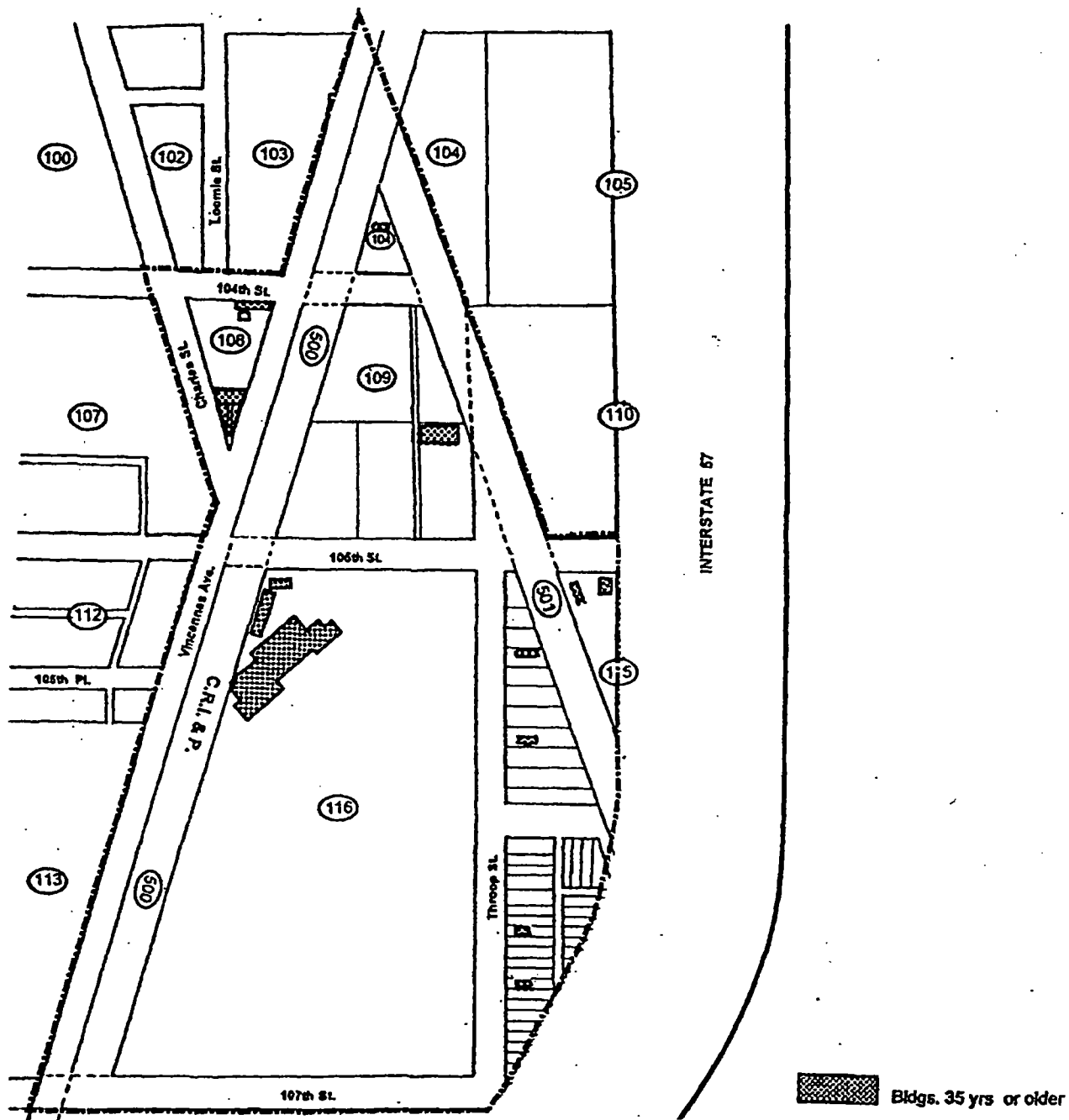


Figure 4
AGE

Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

105th Street & Vincennes Avenue

Chicago, Illinois

– Primary Structural.

These include the basic elements of any building: foundation walls, load bearing walls and columns, roof and roof structure.

-- Secondary Components.

These are components generally added to the primary structural components and are necessary parts of the building, including porches and steps, windows and window units, doors and door units, chimneys, and gutters and downspouts.

Each primary and secondary component was evaluated separately as a basis for determining the overall condition of individual buildings. This evaluation considered the relative importance of specific components within a building and the effect that deficiencies in the various components have on the remainder of the building.

2. Building Rating Classifications

Based on the evaluation of building components, each building was rated and classified into one of the following categories:

Sound

Buildings which contain no defects, are adequately maintained, and require no treatment outside of normal maintenance as required during the life of the building.

Deficient

Buildings which contain defects (loose or missing material or holes and cracks) over a limited or widespread areas which may or may not be correctable through the course of normal maintenance (depending on the size of the building or number of buildings in a large complex). Deficient buildings contain defects which, in the case of limited or minor defects, clearly indicate a lack or a reduced level of maintenance. In the case of major defects, advanced defects are present over widespread areas, perhaps including mechanical systems, and would require major upgrading and significant investment to correct.

Dilapidated

Building which contain major defects in primary and secondary components and mechanical systems over widespread areas within most of the floor levels. The defects are so serious and advanced that building is considered to be substandard, requiring improvements or total reconstruction which may either be infeasible or difficult to correct.

Conclusion

Of the thirteen buildings, four are in a substandard (dilapidated) condition. These include the largest remaining building on the former Chicago Bridge and Iron Works site, one commercial building and two residential buildings. The factor of dilapidation is present to a major extent in the Project Area.

Figure 5, *Dilapidation* illustrates the location of substandard (dilapidated) buildings in the Project Area.

C. OBSOLESCENCE

Webster's New Collegiate Dictionary defines "obsolescence" as "being out of use; obsolete." "Obsolete" is further defined as "no longer in use; disused" or "of a type or fashion no longer current." These definitions are helpful in describing the general obsolescence of buildings or site improvements in a proposed redevelopment project area. In making findings with respect to buildings, it is important to distinguish between functional obsolescence, which relates to the physical utility of a structure, and economic obsolescence, which relates to a property's ability to compete in the market place.

- **Functional Obsolescence**

Structures historically have been built for specific uses or purposes. The design, location, height and space arrangement are intended for a specific occupant at a given time. Buildings become obsolescent when they contain characteristics or deficiencies which limit their use and marketability after the original use ceases. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor design or layout, improper orientation of the building on its site, etc., which detracts from the overall usefulness or desirability of a property.

- **Economic Obsolescence.**

Economic obsolescence is normally a result of adverse conditions which cause some degree of market rejection and, hence, depreciation in market values.

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this obsolescence may include inadequate utility capacities, outdated designs, etc.

Obsolescence as a factor should be based upon the documented presence and reasonable distribution of buildings and site improvements evidencing such obsolescence

1. Obsolete Building Types

Functional or economic obsolescence in buildings, which limits their long-term use or reuse, is typically difficult and expensive to correct. Deferred maintenance, deterioration and vacancies often result, which can have an adverse effect on nearby and surrounding development and detract from the physical, functional and economic vitality of the area.

Functional obsolescence is present in seven of the thirteen buildings in the Project Area. Characteristics observed in the obsolete buildings include both large and small, single-purpose industrial buildings not suitable for improvement or conversion to accommodate other activity, small structures with limited utility or adaptable design for expansion and re-use; older buildings of narrow width or irregular shape with limited space and amenities for existing use or potential for conversion to accommodate future activity (fire station and vacant commercial building previously occupied by a pet service); and older buildings converted from their original use to accommodate present activity such as the Public Aid facility.

These buildings are characterized by obsolescence which limit their efficient or economic use consistent with contemporary standards. All thirteen buildings in the Project Area are impacted by functional and economic obsolescence.

1. Obsolete Site Improvement/Platting

While the layout of the area, including block and parcel size and shape, is the result of the alignment of two rail lines and the construction of I-57, these existing characteristics are nevertheless present. This poor layout is compounded by the platting of small lots in two residential blocks which are unsuitable for development on an individual lot basis. Two very narrow parcels which are unsuitable for development also exist in Block 109. The vacant building located on parcel -003 in Block 108 occupies the entire lot and provides no provision for off-street parking. The Metra station is located on a small triangular parcel with very limited parking space for commuters, forcing vehicles to park along 104th Street and along the vacated rail line right-of-way. Streets such as 104th Street, east of Vincennes and 105th Street, east of the vacated rail line were never completed with curbs, gutters and sidewalks and contain only semi-permanent street surfaces with extensive deterioration and pot holes. 106th Street, similarly, was never fully constructed and consists of a narrow gravel path.

Conclusions

All of the 13 buildings in the Project Area are obsolete and obsolete platting is present throughout the Project Area. Obsolescence as a factor is present to a major extent in the Project Area.

Figure 6, *Obsolescence* illustrates the location of obsolete buildings in the Project Area.

D. DETERIORATION

Deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

- Deterioration may be evident in basically sound buildings containing minor defects, such as lack of paint, loose or missing materials, or holes and cracks over limited areas. This deterioration can be corrected through normal maintenance.

- Deterioration which is not easily correctable and cannot be accomplished in the course of normal maintenance may also be evident in buildings. Such buildings may be classified as minor deficient or major deficient buildings, depending upon the degree or extent of defects. Minor deficient and major deficient buildings are characterized by defects in the secondary building components (*e.g.*, doors, windows, porches, gutters and downspouts, fascia materials, interior walls, ceilings, stairs etc.), and defects in primary building components (*e.g.*, foundations, frames, roofs, floors, load-bearing walls or building systems etc.), respectively.

It should be noted that all buildings classified as dilapidated are also deteriorated.

Deterioration of Buildings

The analysis of building deterioration is based on the survey methodology and criteria described in the preceding section on "Dilapidation." Of the total thirteen buildings and related structures, 11 buildings, or 84.6 percent, are classified as deteriorated or deteriorating.

Table 2, *Summary of Building Deterioration*, summarizes building deterioration within the blocks containing buildings in the Project Area.

Table 2, Summary of Building Deterioration

Block	Total Structures	No. Sound	Minor Deficient	Major Deficient	Substandard (Dilap.)	Percent Deteriorated
104	1	--	1	--	--	100.0
108	3	1	1	--	1	66.7
109	1	--	1	--	--	100.0
115	4	1	--	2	1	75.0
116	2	--	--	1	1	100.0
117	2	--	--	1	1	100.0
Total	13	2	3	4	4	
Percent	100.0	15.3	23.1	30.8	30.8	84.6

Deterioration of Parking and Site Surface Areas

Field surveys were conducted to identify the condition of parking and surface storage areas. All parcels contain either gravel or sandy surfaces or deteriorated asphalt and/or concrete around the perimeter of all buildings within each of the properties. These surface areas contain depressions, pot holes, debris (including junk and fly dumping), overgrowth of high weeds (including weeds protruding through concrete or asphalt), weed trees, and exposed storage of industrial equipment (including inoperable junk vehicles).

Deterioration of Street Pavement, Curbs and Gutters

Several interior streets (105th Street and 106th Street, east of Throop) are gravel or sand surface with depressions, weed growth and pot holes. 104th Street and 105th Street contain rough pavement, pot holes, deteriorated curbing, and limited sections of broken sidewalk. Additionally, 104th and 105th Streets lack sidewalks and curbs in several sections and are impacted by fly dumping, weeds and debris.

Conclusion

Deterioration is present in 11 of the 13 buildings in the Project Area and deterioration of site improvements is present throughout the Project Area. Deterioration as a factor is present to a major extent in the Project Area.

Figure 7, *Deterioration* illustrates deterioration within the improved portions of the Project Area.

E. ILLEGAL USE OF INDIVIDUAL STRUCTURES

Illegal use of individual structures refers to the presence of uses or activities which are not permitted by law.

A review of the City's Zoning Ordinance indicates that the entire area is zoned for either a manufacturing district, east of Vincennes Avenue or for commercial activity, west of Vincennes Avenue. While the residential properties and the Public Aid facility are not in compliance with this zoning, the Public Aid facility is permitted by special use and the residential properties are legal non-conforming uses and therefore are not considered illegal activities.

Conclusion

No illegal uses of individual structures were evident from the field surveys conducted.

F. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS

Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed so they will be strong enough to support the loads expected, to be safe for occupancy against fire and similar hazards, and/or to establish minimum standards essential for safe and sanitary habitation. Structures below minimum code are characterized by defects or deficiencies which threaten health and safety.

Of the thirteen structures in the Project Area, eight contain visible defects over major portions of the various components, including advanced defects which are below the current building and property maintenance code for existing buildings.

Conclusion

The results of the analysis, based on exterior surveys, indicate that the factor of structures below minimum code standards is present to a major extent within a large portion (four of the eight tax blocks) of the Project Area.

Figure 8, *Structures Below Minimum Code Standards* illustrates buildings and site improvements which are below minimum code standards.

G. EXCESSIVE VACANCIES

Excessive vacancies as a factor refers to the presence of buildings or sites which are either unoccupied or not fully utilized, and which represent an adverse influence on the surrounding area because of the frequency, or the duration of vacancies. Excessive vacancies include properties for which there is little expectation for future occupancy or utilization.

Two of the largest commercial and industrial buildings are vacant. The largest building on the former Chicago Bridge and Iron Works site has been vacant since 1972 when the company moved to a suburban location. The multi-story commercial building in Block 108, formerly occupied by the Beverly Veterinary Clinic, has been vacant for over a year and is for sale. While smaller buildings, including residential structures remain occupied, these two large buildings and the vacant nature of the Project Area continue to adversely impact major portions of the surrounding area.

Conclusion

Excessive vacancies are present in the two largest buildings in the Project Area, one of which has been vacant for 25 years. The factor of excessive vacancies is present to a major extent in the Project Area.

Figure 9, *Excessive Vacancies* illustrates buildings in the Project Area which are 20 percent or more vacant.

H. OVERCROWDING OF STRUCTURES AND COMMUNITY FACILITIES

Overcrowding of structures and community facilities refers to the utilization of public or private buildings, facilities, or properties beyond their reasonable or legally permitted capacity. Overcrowding is frequently found in buildings originally designed for a specific use and later converted to accommodate a more intensive use without regard for minimum floor area requirements, privacy, ingress and egress, loading and services, capacity of building systems, etc.

Conclusion

No conditions of overcrowding of structures and community facilities have been documented as part of the surveys and analyses undertaken within the Project Area.

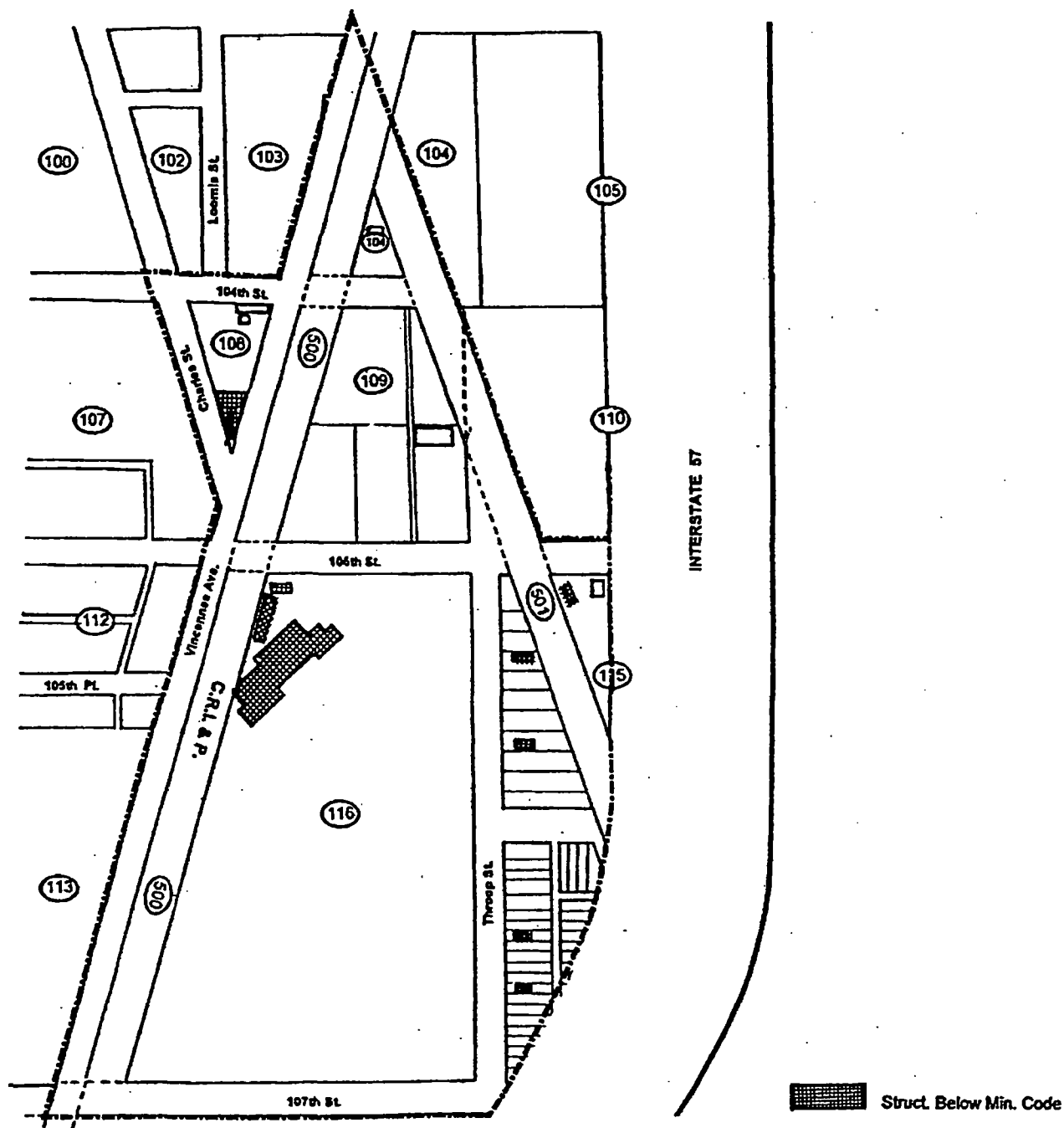


Figure 8
**STRUCTURES BELOW
 MINIMUM CODE STANDARD**

Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

105th Street & Vincennes Avenue

Chicago, Illinois

Tax Increment Financing and Development District

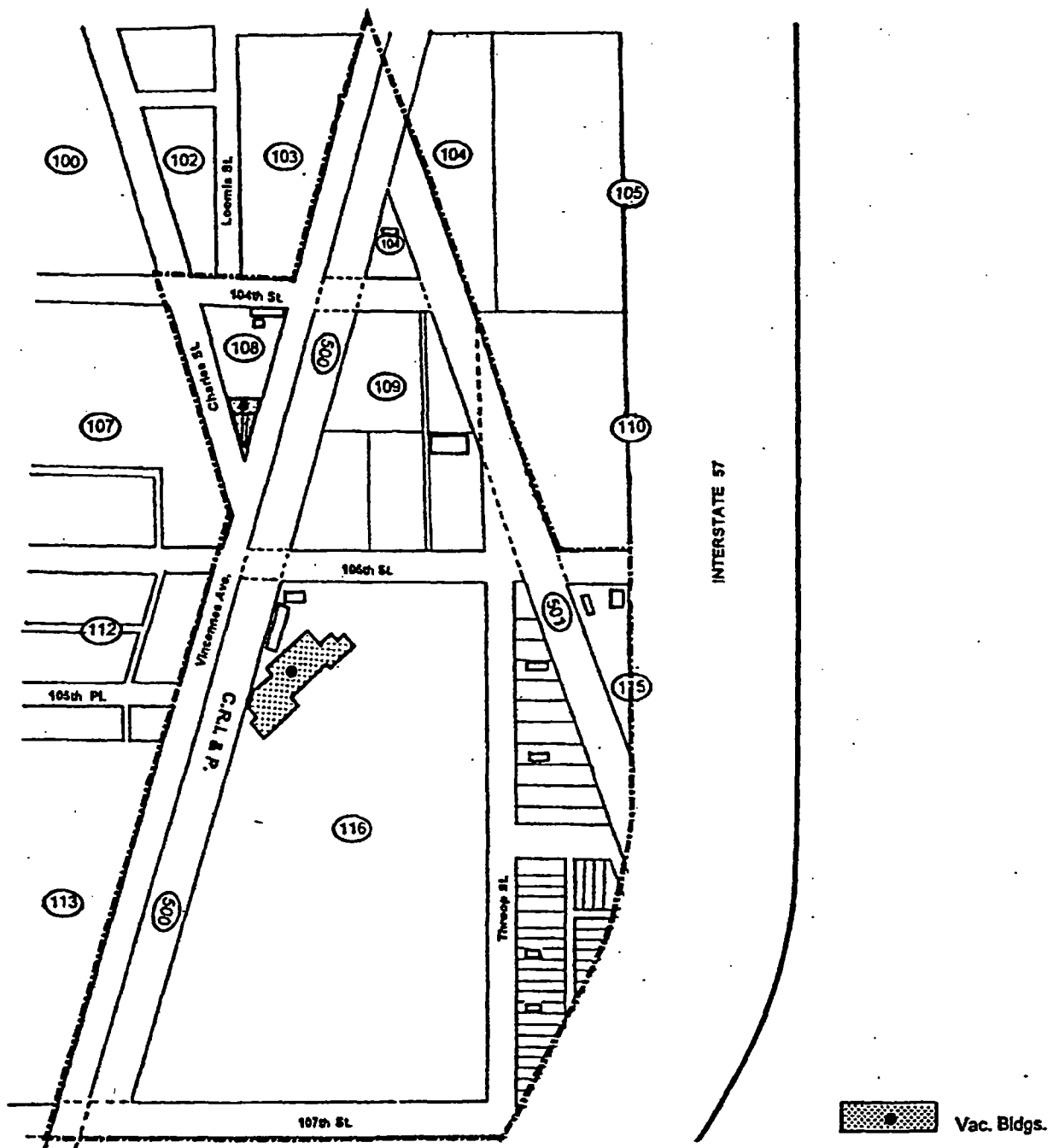


Figure 9
EXCESSIVE VACANCIES

Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

105th Street & Vincennes Avenue

Chicago, Illinois

Tax Increment Financing and Development Authority

I. LACK OF VENTILATION, LIGHT, OR SANITARY FACILITIES

Lack of ventilation, light, or sanitary facilities refer to substandard conditions which adversely affect the health and welfare of building occupants, *e.g.*, residents, employees, or visitors. Typical requirements for ventilation, light, and sanitary facilities include:

- Adequate mechanical ventilation for air circulation in spaces/rooms without windows, *i.e.*, bathrooms, and rooms that produce dust, odor or smoke;
- Adequate natural light and ventilation by means of skylights or windows, proper window sizes and adequate room area to window area ratios; and
- Adequate sanitary facilities, *i.e.*, garbage storage/enclosure, bathroom facilities, hot water, and kitchens.

Conclusion

The factor of lack of ventilation, light or sanitary facilities is not documented as part of this report.

J. INADEQUATE UTILITIES

Inadequate utilities refers to deficiencies in the capacity or condition of utilities which service a property or area, including but not limited to, storm drainage, water supply, electrical power, streets, sanitary sewers, and natural gas lines.

Conclusion

While the extension of existing sewers, drains and structures is required and water supply and sanitary sewers would need to be upgraded and extended to accommodate any new development in the future, no conditions of inadequate utilities in place have been documented as part of the surveys and analysis undertaken within the Project Area.

K. EXCESSIVE LAND COVERAGE

Excessive land coverage refers to the over-intensive use of land and the crowding of buildings and accessory facilities on a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards for health and safety. The resulting inadequate conditions include such factors as insufficient provision for light and air, and increased threat of the spread of fires due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking and inadequate provision for loading and service. Excessive land coverage has an adverse or blighting effect on nearby development.

One multi-story building, previously occupied by Beverly Veterinary Clinic and more recently occupied by a pet grooming business, has been vacated. This property, which includes the main brick building and frame sheds, covers nearly 95 percent of a small triangular parcel. The result is that no provision for off-street parking, loading and service is possible without using the adjacent parking area of the Fire Department property.

Conclusion

The factor of excessive land coverage is present to a limited extent, impacting one parcel out of the entire Project Area.

Figure 10, *Excessive Land Coverage* illustrates the presence of this factor in the Project Area.

L. DELETERIOUS LAND-USE OR LAYOUT

Deleterious land-uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, and uses which may be considered noxious, offensive, or environmentally unsuitable.

Deleterious layout includes evidence of improper or obsolete platting of the land, inadequate street layout, and parcels of inadequate size or shape to meet contemporary development standards. It also includes evidence of improper layout of buildings on parcels and in relation to other nearby buildings.

Incompatible Uses

Four single-family residences in two of the eight blocks in the Project Area are inappropriately located in an area zoned as a manufacturing district. While the major industrial activity has terminated, industrial uses remain in the area. The residential uses are located in the area as a result of the I-57 expressway which has severed these blocks from the residential neighborhood east of the expressway and are also isolated from the residential neighborhood to the south.

Improper platting/layout

The entire Project Area is impacted by triangular small blocks including two blocks platted for residential development with small narrow parcels. A vacated rail line right-of-way which runs diagonally through the area further dissects the block pattern of the area, restricting land assembly and contributing to the existing block and parcel configuration. Several interior streets were never fully improved with permanent pavement, curbs, gutters and sidewalks

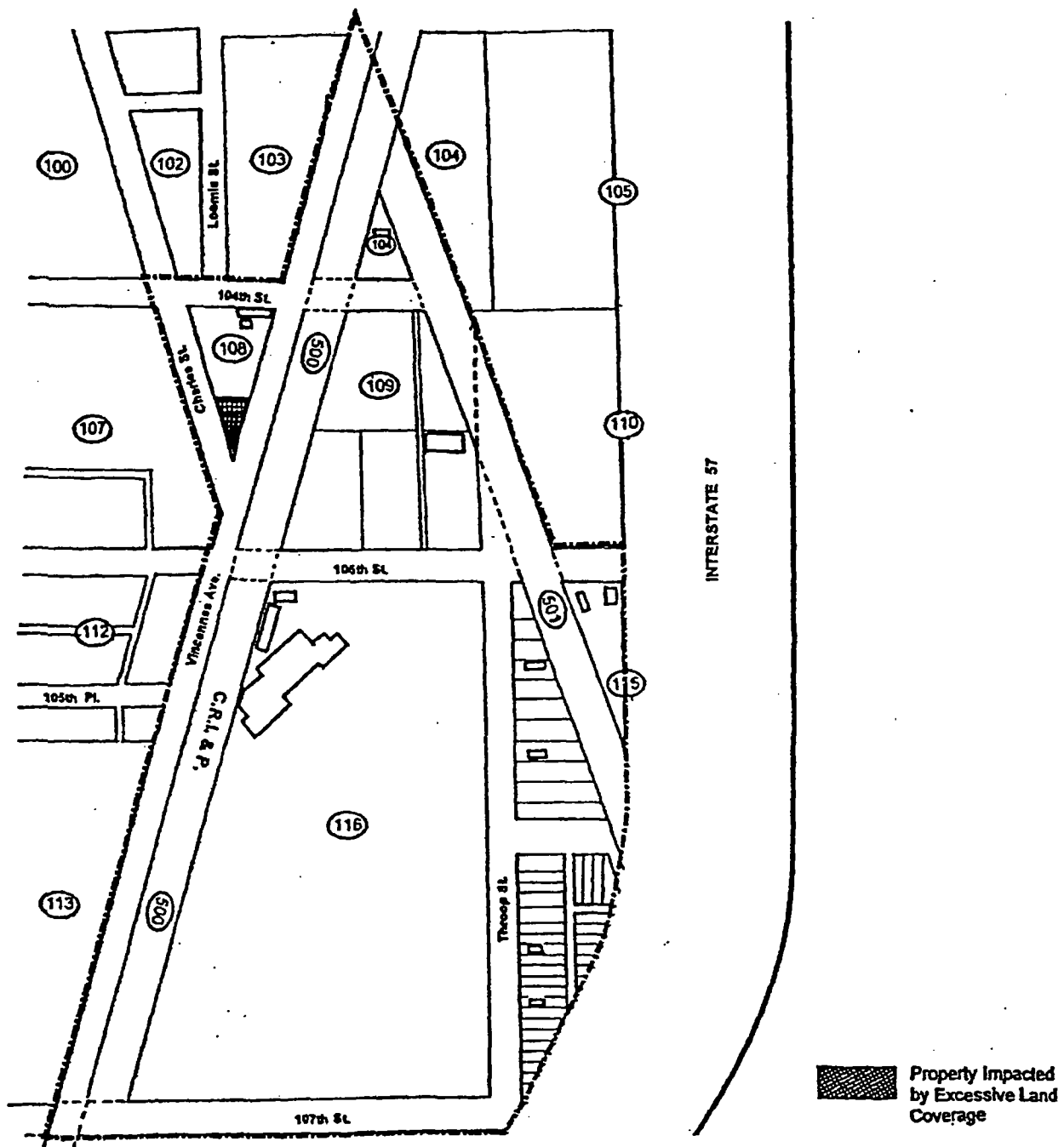


Figure 10
EXCESSIVE LAND COVERAGE

Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

105th Street & Vincennes Avenue

Chicago, Illinois

Transportation Planning and Development Division

Conclusion

Deleterious land-use or layout is present to a major extent throughout the entire Project Area.

Figure 11, *Deleterious Land-Use or Layout* illustrates the presence of this factor in the Project Area.

M. DEPRECIATION OF PHYSICAL MAINTENANCE

Depreciation of physical maintenance refers to the deferred maintenance of buildings, parking areas and public improvements such as alleys, sidewalks, and streets.

The presence of this factor within the Project Area includes:

- Buildings. All properties, including the remains of the former Chicago Bridge and Iron Works Company plant complex, suffer from advanced deterioration and deferred maintenance of building components, including roofs, fascias, exterior walls, doors and windows, loading docks, porches and steps, gutters and downspouts.
- Storage Yards, Premises and Fences. In addition to the deferred maintenance of buildings with advanced deterioration, all improved properties contain areas with junk storage and debris, abandoned cars, broken concrete sections, high weeds, gravel site surfaces with pot holes, and lack screening and general upkeep. The cyclone perimeter fencing around the former Chicago Bridge and Iron Works site is rusted, contains bent posts and is overgrown with high weeds. Several building remains are still present on the site as well as excavations from underground storage tank removal and piles of building debris. Fly dumping is evident on widespread portions of the site and along interior streets. Two of the residential properties contain excessive storage of vehicles, including cars, buses and semi trucks and trailers. Parking areas at the Metra Station, fire station and at the Public Aid facility are deteriorated and overgrown with weeds or contain gravel with depressions and irregular surfaces.
- Streets. Three of the four interior streets serving the Project Area are poorly maintained, lack provisions for storm water drainage and contain irregular semi-permanent or gravel surfaces, narrow width, pot holes, weeds and debris.

Conclusion

Depreciation of physical maintenance as a factor exists to a major extent throughout the Project Area.

Figure 12, *Depreciation of Physical Maintenance* illustrates the presence of this factor in the Project Area.

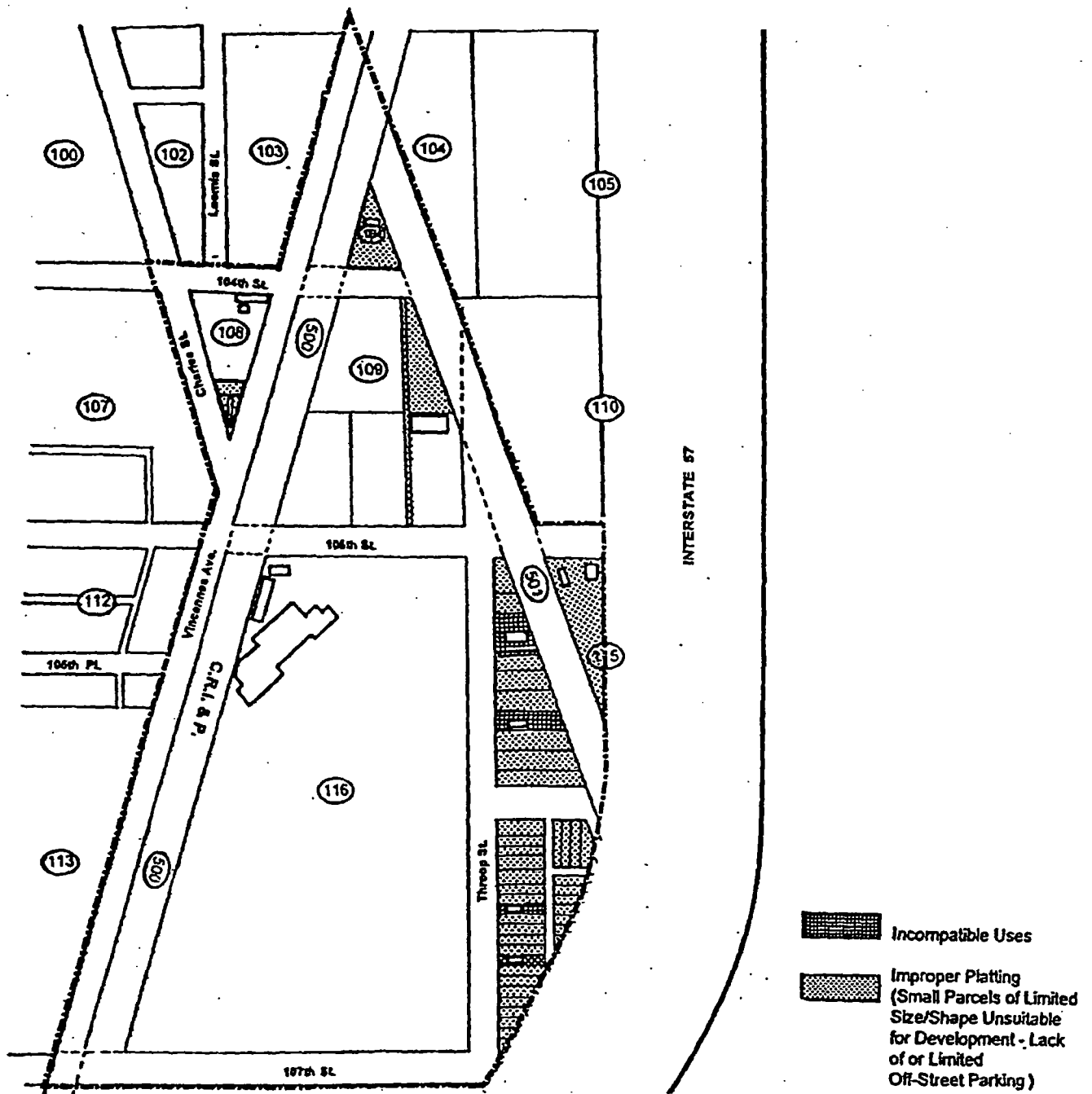


Figure 11
**DELETERIOUS LAND-USE
 OR LAYOUT**

Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

105th Street & Vincennes Avenue

Chicago, Illinois

Tax Increment Financing and Development Project

N. LACK OF COMMUNITY PLANNING

The Project Area was developed without the benefit or guidance of overall community planning. The Project Area developed on a parcel by parcel basis without development controls for industrial uses and the proper separation from residential areas in adjacent blocks at the time. The former Chicago Bridge and Iron Works Company, which provided the main activity in the area, was constructed back in 1889, long before other development occurred in adjacent blocks. The construction of the I-57 Expressway severed the area from the neighborhood to the east. The freight line, which has been vacated for numerous years further dissected blocks from the patterns and activity of surrounding areas.

In addition to the above-mentioned constraints of the Project Area, a lack of building and site planning guidelines during the original development of the area has partly contributed to the problem conditions which characterize the Project Area.

The current block, parcel and building configuration, lack of definable parking, inadequate loading and service areas, and the orientation of buildings and set backs are not consistent with present-day standards for industrial development.

Conclusion

Lack of community planning as a factor is present to a major extent throughout the Project Area.

IV. ELIGIBILITY SURVEY AND ANALYSIS FINDINGS: VACANT AREAS

The vacant areas in the Project Area meet the requirements of the Act for "vacant" blighted areas under two criteria. These criteria are described as follows:

1. Three of the five eligibility factors for "vacant" blighted areas are present in the vacant area within the Project Area. Only two are required under the Act.

a) Obsolete platting of the vacant land.

Obsolete platting exists in five blocks which contain vacant land. Block 104 is bisected by the vacated rail line, resulting in one small triangular parcel remaining for Metra Station use. Block 109 contains one small irregularly shaped parcel and two parcels limited to 10 feet in width. Block 116 consists of a single parcel which spans four city blocks, includes vacated streets and has no interior access. Blocks 115 and 117 contain small narrow parcels, some of which are limited in depth or irregularly shaped as a result of the alignment of the vacated rail line and I-57 Expressway rights-of-way.

b) Diversity of ownership.

While most of the vacant land areas are under similar ownership, a total of nine (9) separate owners of record are indicated for all vacant parcels within the Project Area.

c) Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

All vacant land areas are adjacent to deteriorating structures or site improvements as described in Section III.

2. A portion of the vacant area is eligible as "vacant" blighted area due to the presence of unused rail yards, rail tracks or railroad rights-of-way.

Part of the Project Area includes a vacated Pittsburgh, Cincinnati, Chicago, & St. Louis rail line, which forms part of the eastern boundary and bisects four blocks. This right-of-way contains close to four acres within the Project Area, a portion of which is used as vehicular access and spill-over parking for the Metra Station.

Conclusion

The vacant area meets the minimum criteria required for eligibility as a "vacant" blighted area.

V. DETERMINATION OF PROJECT AREA ELIGIBILITY

VACANT AREA

The vacant areas within the Project Area meet the requirements of the Act for designation as a "vacant" blighted area. The sound growth of the taxing districts is impaired by a reasonable presence and distribution of the following criteria:

1. The vacant area exhibits 3 of the 5 "vacant" blighted area factors set forth in the Act including:
 - a) Obsolete platting of the vacant land.
 - b) Diversity of ownership of such land.
 - c) Deterioration of structures and site improvements in neighboring areas adjacent to the vacant land.
2. A portion of the vacant area consist of unused railyards, rail tracks or railroad rights-of-way.

IMPROVED AREA

The improved areas within the Project Area meet the requirements of the Act for designation as an "improved" blighted area. There is a reasonable presence and distribution of 10 of the 14 factors listed in the Act for improved blighted areas. These blighting factors include the following:

1. Age
2. Dilapidation
3. Obsolescence
4. Deterioration
5. Structures below minimum code standards
6. Excessive vacancies
7. Excessive land coverage
8. Deleterious land-use or lay-out
9. Depreciation of physical maintenance
10. Lack of community planning

The distribution and summary of blighting factors is indicated in Figure 13, *Distribution of Blight Factors*.

The eligibility findings indicate that the Project Area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social well-being of the

City. The Project Area is deteriorating and declining. All factors indicate that the Project Area as a whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without public action.

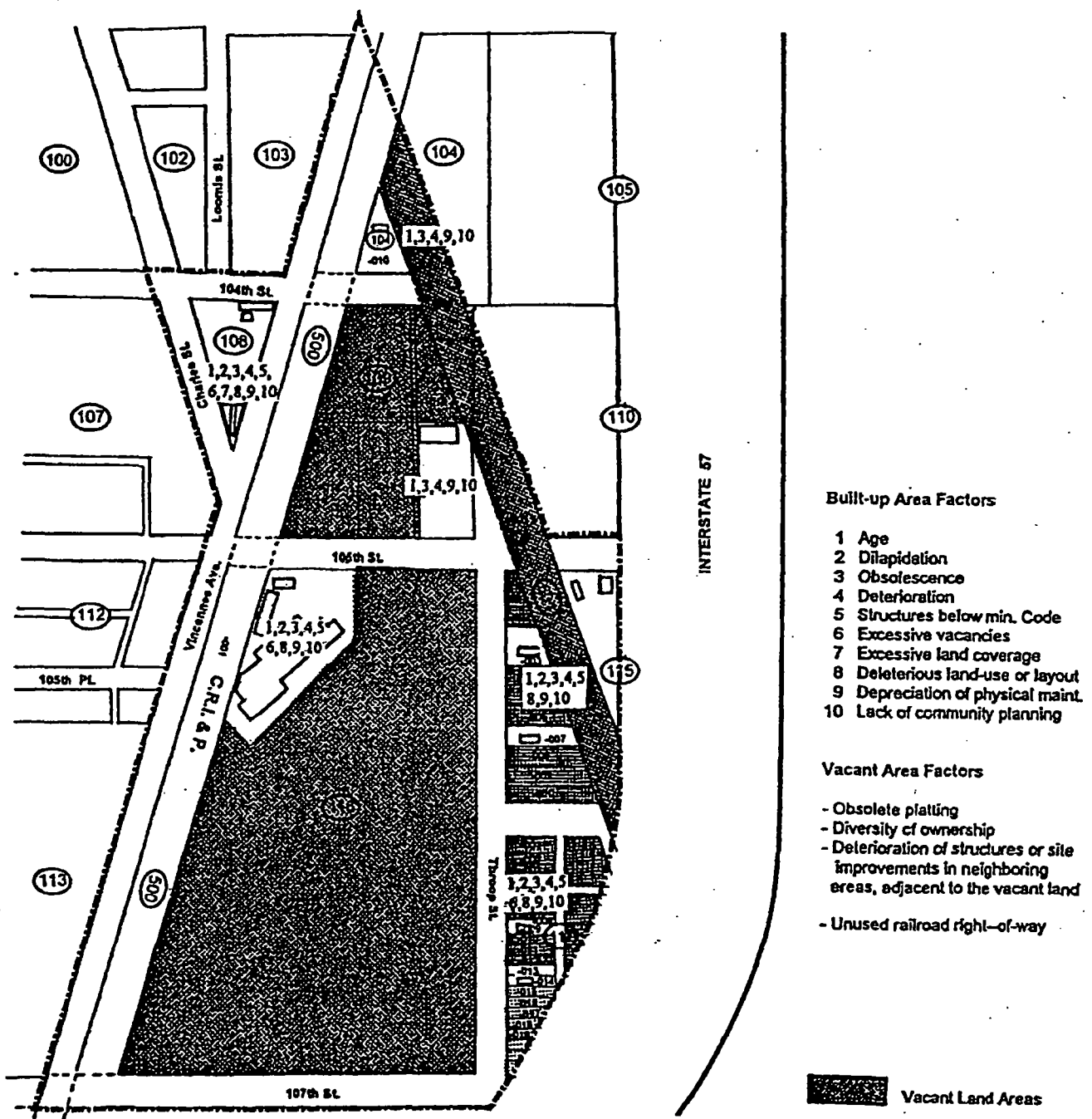


Figure 13
DISTRIBUTION OF BLIGHT FACTORS

Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

**SUPPLEMENT TO THE
105TH STREET AND VINCENNES AVENUE
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA ELIGIBILITY STUDY**

Summary of Existing Conditions

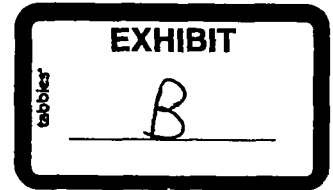
The site at the northwest corner of Block 116 was occupied previously by two Chicago Bridge and Iron Works structures. Initial field analysis of the site completed in 1996, 1997, and in 1998 identified the two large structures which remained on the site. Site visits conducted in April 1999 and September 2001 documented that the structures and related site improvements have been demolished and the site is now vacant. Prior to becoming vacant, this improved area qualified as a Blighted Area under the Act as documented in the Eligibility Report dated May 12, 1997 and introduced to City Council on October 1, 1997. Nine of the fourteen factors set forth in the Act for Blighted Areas were present prior to the removal of these structures including: age, dilapidation, obsolescence, deterioration, structures below minimum code, excessive vacancies, deleterious land-use or layout, depreciation of physical maintenance and lack of community planning.

The owners of the above-mentioned property were notified in 1997 that the existing site conditions and buildings were not in compliance with City codes and ordinances. Problem conditions cited roof damage, broken windows, and miscellaneous debris that included piles of railroad ties, drums of hazardous waste, concrete rubble and wood chips. The property owners were ordered to secure the site with fencing and remove the debris and buildings. The site was secured and debris was removed in 1998 and the buildings were razed in 1999.

Impact to Eligibility

With the removal of these buildings, this site no longer qualifies as an improved area. The area now qualifies as a vacant area that was blighted prior to becoming vacant. These changes reduce the acreage of the improved areas as well as the building count within the overall Project Area. References to building count, acreage, existing conditions and eligibility factors as they pertain to the above mentioned buildings which are affected by the change in existing conditions are found in the Eligibility Study on pages 1-3, 7-12, 14-16, 18-24, 26-31, 33-35 and 37. An additional reference affected by this change is found in the Redevelopment Plan on page 8.

The change in the number of buildings does not change the overall eligibility for either the vacant or improved portions of the Project Area. The total improved area factors remain at 10 of the 14 qualifying factors. One additional vacant site has been added to the vacant portion of the Project Area and qualifies under the criteria that the area was blighted prior to becoming vacant. The other remaining vacant areas in the Project Area are not affected by the eligibility analysis update.



STATE OF ILLINOIS))SS
COUNTY OF COOK)

CERTIFICATE

I, Robert Wolf, the duly authorized and qualified 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 10th Day of September 2013 with the original resolution adopted at said meeting and noted 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 10th Day of September 2013

Robert Wolf

ASSISTANT SECRETARY
Robert Wolf

**COMMUNITY DEVELOPMENT COMMISSION
OF THE
CITY OF CHICAGO**

RESOLUTION 13-CDC-30

**RECOMMENDING TO THE CITY COUNCIL OF
THE CITY OF CHICAGO
FOR THE PROPOSED
105TH AND VINCENNES REDEVELOPMENT PROJECT AREA:**

**APPROVAL OF AMENDMENT NO. 2 TO THE
REDEVELOPMENT PLAN AND PROJECT**

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

WHEREAS, the Commission is empowered by the Corporate Authorities to exercise certain powers set forth 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 Housing and Economic Development has conducted or caused to be conducted certain investigations, studies and surveys of the **105th and Vincennes Redevelopment Project Area Amendment No. 2**, the street boundaries of which are described on 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 documents to the Commission for its review:

105th and Vincennes Redevelopment Plan and Project Amendment No. (the "Plan"); 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, a public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act, on **June 25, 2013** at the Sheldon Heights Church, 11325 South Halsted Street, Chicago Illinois 60628-4712, (this date being more than 14 business days before the scheduled mailing of the notice of the Hearing [hereinafter defined], as specified in the Act), pursuant to notice from the City's Commissioner of the Department of Housing and Economic Development, given on **June 3, 2013**, (this date being more than 15 days before the date of the Public Meeting, as specified in the Act), by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act and, with a good faith effort, by regular mail, to all residents and to the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and to the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area); and

WHEREAS, the Report and Plan were made available for public inspection and review since **June 28, 2013**, being a date not less than 10 days before the Commission meeting at which the Commission adopted Resolution 13-CDC-25 on **June 9, 2013** 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 Housing and Economic Development, Room 1000; and

WHEREAS, notice of the availability of the Report and Plan, including how to obtain this information, were sent by mail on **July 16, 2013** which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC-25 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located outside the proposed Area and within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were outside the proposed Area and closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, notice of the Hearing by publication was given at least twice, the first publication being on **August 13, 2013** a date which is not more than 30 nor less than 10 days prior to the Hearing, and the second publication being on **August 20, 2013**, both in the Chicago Sun-Times, being a newspaper of general circulation within the taxing districts having property in the Area; and

WHEREAS, notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on **August 22, 2013**, being a date not less than 10 days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three years; and

WHEREAS, notice of the Hearing was given by mail to the Illinois Department of Commerce and Economic Opportunity ("DECO") 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 DECO and all Board members, on **July 12, 2013**, being a date not less than 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 **July 12, 2013**, being a date not less than 45 days prior to the date set for the Hearing; and

WHEREAS, the Hearing was held on **September 10, 2013** at 1:00 p.m. at City Hall, 2nd Floor, 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 **August 2, 2013** at 10:00 a.m. (being a date at least 14 days but not more than 28 days after the date of the mailing of the notice to the taxing districts on **July 12, 2013** in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; 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 later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year 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 20 years;
- d. To the extent required by Section 5/11-74.4-3(n) (6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;
- e. The Plan will not result in displacement of residents from inhabited units.
- f. 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;
- g. 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 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;
- h. If the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is (i) present, with that presence documented to a meaningful extent so that it may be reasonably

found that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

i. If the Area is qualified as a "conservation area" the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area; [and]

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: Sept 10, 2013

List of Attachments:

Exhibit A: Street Boundary Description of the Area

EXHIBIT A

Street Boundary Description of the Area

The Area is generally bounded by 97th Street on the north, 105th on the south, Lowe Avenue on the east and Marshfield Avenue and Charles on the west.



Legal Description of Area

THAT PART OF THE NORTHWEST 114 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN AS A TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 107TH STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF VINCENNES AVENUE; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF CHARLES STREET; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF 104TH STREET; THENCE EASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF VINCENNES AVENUE; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER PITTSBURGH CINCINNATI CHICAGO & ST. LOUIS RAILROAD; THENCE SOUTHEASTERLY ON THE LAST DESCRIBED LINE TO THE NORTH RIGHT-OF-WAY LINE OF 105TH STREET; THENCE EASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 57 EXPRESSWAY; THENCE SOUTHERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT -OF WAY LINE OF 107TH STREET; THENCE WESTERLY ON THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF SECTIONS 8, 9, 16 AND 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 107TH STREET WITH THE WESTERLY RIGHT OF WAY LINE OF VINCENNES AVENUE;

THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF CHARLES STREET; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF 104TH STREET;

THENCE WEST ON THE LAST DESCRIBED TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF CHURCH STREET;

THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF A PUBLIC ALLEY DEDICATED BY DOC. 14215147 AND RECORDED ON DEC. 17, 1947 SAID LINE ALSO BEING APPROXIMATELY 16 FEET NORTH OF THE SOUTH LINE OF CLARK'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 7 IN WASHINGTON HEIGHTS BEING A SUBDIVISION IN THE NW ¼ OF SECTION 17 AFORESAID; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO AN ANGLE POINT IN THE SAME PUBLIC ALLEY;

THENCE NORTHWESTERLY AND NORTHERLY ALONG THE WESTERLY LINE OF THE PUBLIC ALLEY (WHICH IS NOW VACATED) TO THE SOUTH RIGHT OF WAY LINE OF 103RD STREET;

THENCE CONTINUING NORTH ALONG THE PREVIOUSLY DESCRIBED LINE TO THE NORTH RIGHT OF WAY LINE OF 103RD STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 72 IN BLOCK 3 IN WASHINGTON HEIGHTS

BEING A SUBDIVISION IN SECTION 8 AFORESAID;

THENCE NORTH ALONG THE LAST DESCRIBED LINE AND ITS NORTHERLY EXTENSION TO THE NORTH RIGHT OF WAY LINE OF 102ND PLACE; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE WESTERLY RIGHT OF WAY LINE OF CHARLES STREET;

THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND ITS NORTHERLY EXTENSION TO THE NORTH RIGHT OF WAY LINE OF 99TH STREET; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE WESTERLY RIGHT OF WAY LINE OF VINCENNES AVENUE;

THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8 AFORESAID; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH RIGHT OF WAY LINE OF 97TH STREET;

THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE WEST RIGHT OF WAY LINE OF HALSTED STREET; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF 97TH STREET;

THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE EAST RIGHT OF WAY LINE OF PARNELL AVENUE; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF 99TH STREET;

THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST RIGHT OF WAY LINE OF LOWE AVENUE;

THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE NORTH RIGHT OF WAY LINE OF 102ND STREET;

THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT BEING 33 FEET WEST OF THE EAST LINE OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9 AFORESAID;

THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9 AFORESAID;

THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION WITH A LINE BEING 50 FEET EAST OF THE WEST LINE OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 9 AFORESAID;

THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH RIGHT OF WAY LINE OF 102ND STREET;

THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE EASTERLY RIGHT OF WAY LINE OF WENTWORTH AVENUE; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF 104TH STREET;

THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST RIGHT OF WAY LINE OF WALLACE STREET;

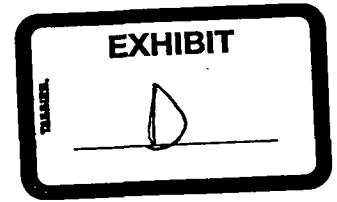
THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF 106TH STREET;

THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST RIGHT OF WAY OF HALSTED STREET AS WIDENED;

THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF 107TH STREET;

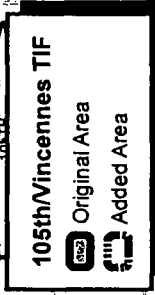
THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WESTERLY RIGHT OF WAY LINE OF VINCENNES AVENUE ALSO BEING THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

STREET BOUNDARY DESCRIPTION OF AREA



The Area is generally bounded by 97th Street on the north, 107th on the south, Wentworth Avenue on the east and Vincennes and Charles on the west.

EXHIBIT
TABULAR
E



Prepared by JRG Inc. & ERS Inc.
JUNE 2013



City of Chicago



O2013-8074

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 10/16/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Amendment No. 1 to Englewood Neighborhood Tax Increment Financing (TIF) Redevelopment Project and Plan and Neighborhood Investment Fund Agreement with Norfolk Southern Railway Co.

Committee(s) Assignment: Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

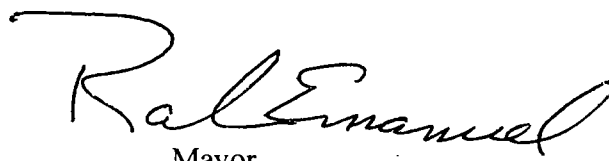
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the land use map for the Englewood Neighborhood TIF Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

WHEREAS, under ordinances adopted on June 27, 2001, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 61850 to 62055, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"):(i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "Englewood Neighborhood Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area (the foregoing three ordinances are collectively referred to herein as the "TIF Ordinances"); and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, amendments to a redevelopment plan which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, the Corporate Authorities now desire to amend the Plan to amend the map of the Land Use Plan to change the proposed land use for certain parcels, which such amendment shall not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10

WHEREAS, pursuant to an ordinance adopted on April 10, 2013 (the "Project Ordinance"), and published in the Journal for such date at pages 51048 through 51133, the Corporate Authorities approved the sale of property at various locations within the Area and the 47th/Halsted Tax Increment Financing Redevelopment Project Area (the "Property") to Norfolk Southern Railway Company, a Virginia corporation (the "Developer"), for One Million One Hundred Seven Thousand Two Hundred Fifty Dollars (\$1,107,250) (the "Purchase Price") for the expansion of the Developer's existing 47th Street Intermodal Railroad Facility (the "Project"); and

WHEREAS, in addition to the Purchase Price, the Developer offered to pay the City the sum of Three Million Dollars (\$3,000,000) (the "Neighborhood Improvement Fund") for the sole purposes of (1) providing compensation for the increased wear during the construction phase on the streets and other public infrastructure within the corporate limits of the City, (2) supporting the maintenance and further development of the roadway infrastructure within the corporate limits of the City, (3) infrastructure improvements and enhancements, and (4) furthering industrial development

opportunities (e.g., warehousing, distribution or light manufacturing) within the area between the Property and the Dan Ryan Expressway to the east (items (1) through (4) collectively, the "Original Neighborhood Investment Obligations"); and

WHEREAS, the City's authorization to sell the Property to the Developer under the Project Ordinance was expressly conditioned upon the City entering into an Agreement for the Sale and Redevelopment of Land with the Developer substantially in the form attached to the Project Ordinance as Exhibit D (the "Redevelopment Agreement"); and

WHEREAS, one of the exhibits to the Redevelopment Agreement is a Neighborhood Investment Fund Agreement, which incorporates the Neighborhood Investment Obligations; and

WHEREAS, the Redevelopment Agreement requires the Developer to execute the Neighborhood Investment Fund Agreement as a condition to closing on the purchase of the Property; and

WHEREAS, the City and the Developer wish to amend the Project Ordinance and the Neighborhood Investment Fund Agreement to replace the Original Neighborhood Investment Obligations with the following requirements (collectively, the "Substitute Neighborhood Investment Obligations"):

(i) The Neighborhood Improvement Fund shall be used for the sole purposes of (1) retrofitting the twelve (12) forklifts and side loaders currently operating at the 47th Street Intermodal Railroad Facility by replacing existing diesel engines with Tier 4 engines (approximately \$1,000,000), (2) funding additional public (or private subject to City Council approval) environmental projects and improvements in the vicinity of the Project (approximately \$1,000,000), and (3) funding public (or private subject to City Council approval) economic development initiatives, including job readiness and job training programs (approximately \$1,000,000). The Developer shall make payments to the City in phases in accordance with the schedule set forth in the Neighborhood Investment Fund Agreement. With respect to (1) above, the Developer shall begin the retrofitting process, such as ordering engines, within three (3) months after the closing on the purchase of the Property or a portion thereof in accordance with the Neighborhood Investment Fund Agreement. The Neighborhood Investment Fund Agreement shall specify the estimated time of completion, and the City (or an escrow agent selected by the City) shall disburse the funds to the Developer upon receipt of evidence of expenditures. With respect to expenditures for projects or improvements approved under (2) and (3) above, the City shall consult with community representatives (including, without limitation, any advisory committee formed to review or monitor expenditures under the Neighborhood Investment Fund Agreement) to determine the best use of funds dedicated to such environmental and economic development improvements and projects.

(ii) The Developer shall convey its interest in the abandoned 58th/59th Street Englewood line and 49th Street elevated line to the City in exchange for City land or other consideration of approximately equivalent value (to be determined) for a future nature and recreational resource for the community (e.g., linear park and bike trail)

(iii) The Developer shall require its contractor to replace or upgrade 36 of its 38 hostlers to Tier 4 standards by the end of 2018 at the Developer's or its contractor's sole expense.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

SECTION 2. Approval of Amendment Number 1 to the Plan. The amendment of the Plan to change the proposed land use for parcels generally located between 59th Street on the north, 60th Place on the south, Norfolk Southern Main Line (Stewart Avenue) on the east and Metra's Southwest Service Line (Wallace Street) on the west, from residential/public/institutional/open space to light industrial/commercial is hereby approved. "Map 5 Proposed Land Use Map" of the Plan is hereby replaced in its entirety with "Map 5 Revised Proposed Land Use Map," a copy of which is attached hereto as Exhibit 1. Except as amended hereby, the Plan shall remain in full force and effect.

SECTION 3. Approval of Substitute Neighborhood Investment Obligations. The Project Ordinance is hereby amended to replace the Original Neighborhood Investment Obligations with the Substitute Neighborhood Investment Obligations. The City's authority to sell the Property to the Developer is expressly conditioned upon the City entering into a revised Neighborhood Investment Fund Agreement with the Developer substantially in the form attached hereto as Exhibit 2. The Commissioner of the Department of Housing and Economic Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the revised Neighborhood Investment Fund Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the revised Neighborhood Investment Fund Agreement, including, without limitation, an escrow agreement to distribute the funds for retrofitting Developer's equipment, with such changes, deletions and insertions as shall be approved by the persons executing such agreement.

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

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

EXHIBIT 1 - AMENDMENT NUMBER 1

See attached for Map 5 Revised Proposed Land Use Map

EXHIBIT 2

Revised Neighborhood Investment Fund Agreement

(Attached)

NEIGHBORHOOD INVESTMENT FUND AGREEMENT

This **NEIGHBORHOOD INVESTMENT FUND AGREEMENT** ("Agreement") is made on or as of the ____ day of _____, 20__ (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government ("City"), acting by and through its Department of Housing and Economic Development (together with any successor department thereto, "DHED"), having its principal offices at City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602 and **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation ("Developer"), whose offices are located at 1200 Peachtree Street, N.E., 12th Floor, Atlanta, GA 30309.

RECITALS

WHEREAS, Developer intends to develop, in phases, on certain land to be acquired from the City and certain land owned or to be acquired by Developer, all in the area generally bounded by Garfield Boulevard on the north, West 60th Place on the south, South Wallace Street on the west, and South Shields Avenue on the east, as depicted on Exhibit A attached hereto (the "Project Area"), an expansion to Developer's existing 47th Street Intermodal Railroad Facility, as more fully described on Exhibit B attached hereto (the "Project"); and

WHEREAS, Developer has offered to contribute to the City the sum of Three Million Dollars (\$3,000,000) for the sole purposes of (1) retrofitting the twelve (12) forklifts and side loaders currently operating on the Project site (approximately \$1,000,000), (2) funding additional public (or private subject to City Council approval) environmental projects and improvements in the vicinity of the Project (approximately \$1,000,000), and (3) funding public (or private subject to City Council approval) economic development initiatives, including job readiness and job training programs (approximately \$1,000,000); and

WHEREAS, with respect to expenditures approved under (2) and (3) above, the City shall consult with community representatives (including, without limitation, any advisory committee formed to review or monitor expenditures under this Agreement) to determine the best use of funds dedicated to environmental improvements and economic development.

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 agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

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

SECTION 2. DEVELOPER'S PAYMENTS TO THE CITY.

Developer's Three Million Dollar (\$3,000,000) contribution to the City shall be paid to the City as follows:

1. Two Million Dollars (\$2,000,000) upon the City's conveyance of at least ninety-seven (97) lots within the Project Area; and

2. Two Hundred Fifty Thousand Dollars (\$250,000) at least five (5) days in advance of the Developer's first recording of a street or alley vacation ordinance and associated plat of vacation, for any street or alley within the Project Area that is depicted in Exhibit D attached hereto.
3. Two Hundred Fifty Thousand Dollars (\$250,000) at least five (5) days in advance of the Developer's first recording of a street or alley vacation ordinance and associated plat of vacation, for any street or alley within the Project Area that is depicted in Exhibit D-1 attached hereto.
4. Two Hundred Fifty Thousand Dollars (\$250,000) at least five (5) days in advance of the Developer's first recording of a street or alley vacation ordinance and associated plat of vacation, for any street or alley within the Project Area that is depicted in Exhibit D-2 attached hereto.
5. Two Hundred Fifty Thousand Dollars (\$250,000) at least five (5) days in advance of the Developer's first recording of a street or alley vacation ordinance and associated plat of vacation, for any street or alley within the Project Area that is depicted in Exhibit D-3 attached hereto.

Subject to the Developer's making payments to the City in accordance with Section 2 of this Agreement, the Developer shall not be required to make any payments under the Commercial Vacation Program for the City's vacation of the streets and alleys described in Exhibits D through D-3 hereof, other than the payment of application fees and recording costs.

SECTION 3. ADDITIONAL OBLIGATIONS OF THE DEVELOPER.

The Developer covenants that it shall:

1. Developer shall retrofit its twelve (12) forklifts and side loaders currently operating at the 47th Street Intermodal Railroad Facility by replacing existing diesel engines with Tier 4 engines. Developer shall begin the retrofitting process, such as ordering engines, within three (3) months after the closing on the purchase of City lots in accordance with Section 2, subsection 1 above, and shall complete the retrofits within [] months after commencing the work. The City (or an escrow agent selected by the City) shall disburse the funds to the Developer upon receipt of evidence of expenditures.
2. At such time as intermodal operations commence on any of the properties within the Project Area, Developer shall use its best efforts to insure that any new lift equipment to be acquired for its 47th Street intermodal operations will contain Tier 4 emissions controls on the diesel engines.
3. Developer shall require its contractor to replace or upgrade 36 of its 38 hostlers to Tier 4 standards by the end of 2018 at Developer's or its contractor's sole expense.
4. Developer shall continue to work with the local aldermen to alert her/him of potential hiring opportunities and conduct within the city limits of the City at least two (2) job fairs per calendar year.

5. In acquiring properties within the Project Area, Developer shall use condemnation against owner-occupants only when negotiations to reach an amicable settlement have broken down. Such residents shall be treated fairly, and shall be offered relocation benefits in accord with the Uniform Relocation Act, as required by law. With respect to such condemnation proceedings, the City agrees to provide statements of support for the Project and testimony in court as to the public benefits that the Project is expected to generate.

6. Developer shall provide regular maintenance of its property, including its retaining walls, along Garfield Boulevard, from South Princeton Avenue to South Normal Avenue, including prompt graffiti removal.

7. Developer shall convey its interest in the abandoned 58th/59th Street Englewood line and 49th Street elevated line to the City in exchange for City land or other consideration of approximately equivalent value (to be determined) for a future nature and recreational resource for the community (e.g., linear park and bike trail).

SECTION 4. OBLIGATIONS OF THE CITY.

The City covenants that beginning on the Effective Date and ending December 31, 2022:

1. To facilitate industrial development opportunities, DHED shall use its best efforts to use rezoning, possible property acquisitions, the expansion of TIF Districts, and other tools at its disposal to encourage industrial development opportunities (e.g., warehousing, distribution, & light manufacturing) within the area between the Property and the Dan Ryan Expressway to the east, as depicted on Exhibit C attached hereto (such area, the "Greater Project Area"). Developer acknowledges and agrees that the City has not committed to and is not obligated to provide any funding, TIF or otherwise, for any Developer expenses, including, but not limited to, Developer's expenses relating to changes in the grade of its facilities (e.g., new bridges).

2. The City commits to closing and vacating the streets as indicated on the plans attached hereto as Exhibits D, D-1, D-2 and D-3. Streets and alleys shall be closed at such point as they are no longer needed to support occupied residences, or when reasonably equivalent alternate access remains available. The lands thus vacated shall be conveyed at no cost to Developer. The cost of any required utility relocations shall be borne by Developer. No ordinance authorizing a street or alley vacation shall be recorded until Developer has acquired the lands on either side of the applicable street or alley segment to be vacated. DHED agrees to work cooperatively with Developer on all street vacations, including using its best efforts to expedite utility coordination and ultimate closure.

3. The City shall work with Developer on issues related to City foreclosure of certain demolition liens and with potential tax sales within the Project Area, with the goal of facilitating the conveyance of affected properties to Developer.

4. The City shall work cooperatively with Developer regarding landscaping plan reviews, traffic studies, stormwater plans, drainage plans, underground utility studies, and other reviews related to the Project, with the objective of expediting the process wherever possible. In as much as development of the Project is to occur in stages, it is expressly understood that the City shall waive landscaping requirements for incremental stages of development along streets that are ultimately to be vacated. Notwithstanding the above, if the development of the Project is

Interstate Commerce Commission Transportation Act of 1995, P.L. 104-88, exempt, Developer is not subject to the landscaping requirements of the City.

5. To the extent required, the City shall support the erection of bridge structures crossing Garfield Blvd. and 59th Street at proceedings before the Illinois Commerce Commission. The proposed crossings may also require changes in grade of the roadways passing beneath. The Garfield Blvd. crossing(s) each may consist of two bridges spanning the travel lanes and earthen embankment over the median. The City approval of any such changes shall not be unreasonably withheld.

6. The City shall continue to support CREATE Program and its component projects, including Grand Crossing Project P4, per the Final Feasibility Plan as amended. For purposes of this Agreement, any reference to the City's obligation to "support", specifically excludes financial support. The City will also duly consider support of any future efforts by Developer to pursue public funding in order to cover a portion of the total construction costs of phased expansion segments which will become part of the 47th Street Intermodal Facility, as well as the incorporation of new technologies and equipment at the facility.

7. The City acknowledges that as of the Effective Date the Interstate Commerce Commission Termination Act preempts local zoning authority in the Project Area provided that: (i) the Project Area is used for the construction, acquisition, operation, abandonment or discontinuance of Developer's intermodal facility (the "Activities"), (ii) Developer uses such facility solely for the interstate transportation of passengers or property, and (iii) the Surface Transportation Board has exclusive jurisdiction over the Activities.

8. To the extent that public hearings or meetings may be required in conjunction with property acquisitions, DHED shall work with Developer in facilitating any public statements or news releases, and shall be supportive of the Project.

9. The City shall work cooperatively with the Developer regarding the Developer's proposals relating to the development of tractor-trailer access to and from the Project Area in the vicinity of 59th & Parnell Streets.

SECTION 4. DEFAULT.

If Developer fails to timely make a payment in accordance with Section 2 above or fails to comply with its other obligations as set forth in Section 3 above, and if such default is not cured within ninety (90) days of written notice from the City to Developer, the City may terminate this Agreement, and exercise any and all remedies available to it at law or in equity.

SECTION 5. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become

due to Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 6. INDEMNIFICATION.

Developer agrees to indemnify, defend and hold the City harmless from and against any Losses suffered or incurred by the City arising from or in connection with: (a) the failure of Developer to perform its obligations under this Agreement; (b) any misrepresentation or omission made by Developer or any Developer agent; and (c) the failure of Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto. This indemnification shall survive any termination of this Agreement (regardless of the reason for such termination).

SECTION 7. REPRESENTATIONS AND WARRANTIES.

7.1 Representations and Warranties of Developer. To induce the City to execute this Agreement and perform its obligations hereunder, Developer represents, warrants and covenants to the City that as of the Effective Date and as of the Closing Date the following shall be true, accurate and complete in all respects:

(a) Developer is a Virginia corporation, validly existing and in good standing under the laws of the State of Virginia and the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and the persons signing this Agreement on behalf of Developer have the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statements submitted to the City by Developer (and any legal entity holding an interest in Developer) are true, accurate and complete.

(c) Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which Developer, or any party affiliated with Developer, is a party or by which Developer or the Property is bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or anticipated to be filed against Developer, or any party affiliated with Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of Developer.

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

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

7.2 Representations and Warranties of the City. To induce Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

7.3 Survival of Representations and Warranties. Each of the parties agrees that all warranties, representations, covenants and agreements contained in this Section 7 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and be in effect throughout the term of the Agreement.

SECTION 8. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Housing and Economic Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to Developer:	Norfolk Southern Railway Company 1200 Peachtree Street, N.E. 12 th Floor Atlanta, GA 30309 Attn: Linda V. Hill
With a copy to:	Thomas J. Murphy PC 111 W Washington St. Suite 1920 Chicago, IL 60602-2719

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different

addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 8 shall constitute delivery.

SECTION 9. BUSINESS RELATIONSHIPS.

Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 10. PATRIOT ACT CERTIFICATION.

Developer represents and warrants that neither Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this Section 10 only, an "Affiliate" shall be deemed to be a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 11. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after

execution of this Agreement by Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Developer, or the date Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 11 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

- (a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.
- (b) "Other Contract" means any other agreement with the City to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.
- (c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

- a. they are each other's sole domestic partner, responsible for each other's common welfare; and
- b. neither party is married; and
- c. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- d. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- e. two of the following four conditions exist for the partners:
 1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - (A) joint ownership of a motor vehicle;
 - (B) joint credit account;
 - (C) a joint checking account;
 - (D) a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 12. MISCELLANEOUS.

The following general provisions govern this Agreement:

12.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

12.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

12.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

12.4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefitted by such term.

12.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

12.6 Force Majeure. Neither the City nor Developer shall be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable 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, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

12.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of laws.

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

12.9 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

12.10 No Waiver. No waiver by the City with respect to any specific default by Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

12.11 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

12.12 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 13. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

SECTION 14. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

SECTION 15. SHAKMAN.

15.1 The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

15.2 Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Developer.

15.3 Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

15.4 In the event of any communication to Developer by a City employee or City official in violation of Section 15.2 above, or advocating a violation of Section 15.3 above,

Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

(Signature Page Follows)

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

CITY OF CHICAGO, an Illinois municipal corporation

By: _____

Andrew J. Mooney
Commissioner of the Department of Housing and
Economic Development

NORFOLK SOUTHERN RAILWAY COMPANY,
A Virginia corporation

By: _____

Name: _____

Its: _____

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 Andrew J. Mooney, Commissioner of the Department of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 20__.

NOTARY PUBLIC

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of Norfolk Southern Railway Company, a Virginia for-profit corporation, 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, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said corporation, as her/his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 20__.

NOTARY PUBLIC

(sub) Exhibit A to Neighborhood Investment Fund Agreement

Depiction of Project Area

[No Changes to Exhibit Attached to Ordinance Adopted on April 10, 2013]

(sub) Exhibit B to Neighborhood Investment Fund Agreement

Project

[No Changes to Exhibit Attached to Ordinance Adopted on April 10, 2013]

(sub) Exhibit C to Neighborhood Investment Fund Agreement

Depiction of Greater Project Area

[No Changes to Exhibit Attached to Ordinance Adopted on April 10, 2013]

(sub) Exhibit D to Neighborhood Investment Fund Agreement

Section 2.2. - Streets and Alleys to be Vacated

[No Changes to Exhibit Attached to Ordinance Adopted on April 10, 2013]

(sub) Exhibit D-1 to Neighborhood Investment Fund Agreement

Section 2.3 - Streets and Alleys to be Vacated

[No Changes to Exhibit Attached to Ordinance Adopted on April 10, 2013]

(sub) Exhibit D-2 to Neighborhood Investment Fund Agreement

Streets and Alleys to be Vacated

[No Changes to Exhibit Attached to Ordinance Adopted on April 10, 2013]

(sub) Exhibit D-3 to Neighborhood Investment Fund Agreement

Streets and Alleys to be Vacated

[No Changes to Exhibit Attached to Ordinance Adopted on April 10, 2013]



City of Chicago



O2013-8110

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment No. 1 to 47th/Ashland Tax Increment Financing (TIF) Redevelopment Project and Plan
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the land use map for the 47th /Ashland TIF Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

WHEREAS, under ordinances adopted on May 29, 2002, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 85676 to 85904, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "47th and Halsted Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area (the foregoing three ordinances are collectively referred to herein as the "TIF Ordinances"); and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, amendments to a redevelopment plan which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, the Corporate Authorities now desire to amend the Plan to amend the map of the Generalized Land Use Plan to change the proposed land use for certain parcels, which such amendment shall not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

SECTION 2. Approval of Amendment Number 1 to the Plan. The amendment of the Plan to change the proposed land use for parcels located along the north and south sides of West Garfield Boulevard, generally between Normal and Stewart Avenues, from residential/institutional to industrial is hereby approved. Exhibit C to the Plan, "Generalized Land Use Plan" is hereby replaced in its entirety with Exhibit C, "Revised Generalized Land Use Plan," a copy of which is attached hereto as Exhibit 1. Except as amended hereby, the Plan shall remain in full force and effect.

SECTION 3. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

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

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

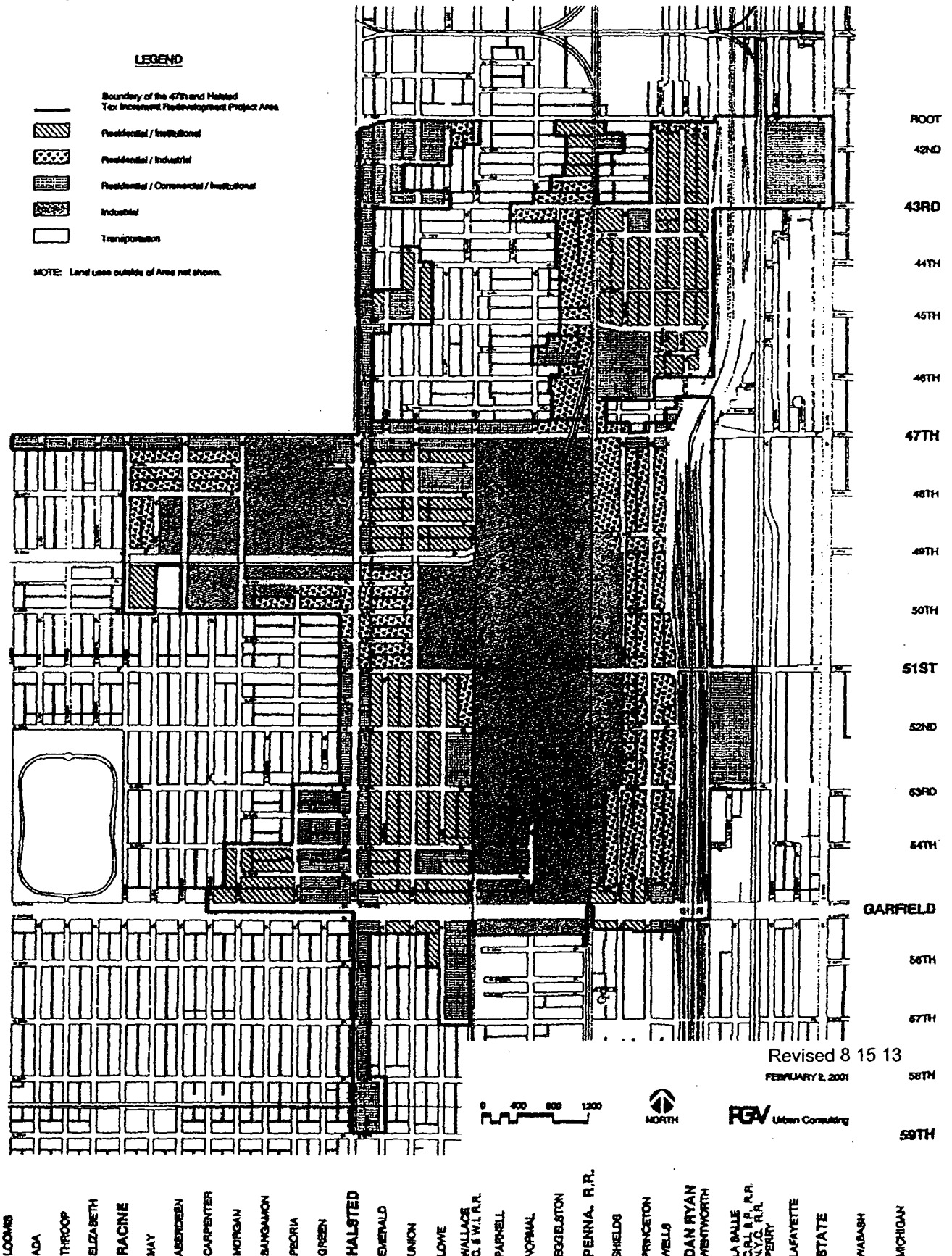
EXHIBIT 1

AMENDMENT NUMBER 1

See attached for Exhibit C, "Revised Generalized Land Use Plan"

Generalized Land Use Plan 47th and Halsted Redevelopment Area City of Chicago, Illinois

Exhibit C



47th Halsted TIF - Proposed Land Use Map Changes

PIN Number	Address
20-16-104-002-0000	545 W Garfield Blvd
20-16-104-003-0000	543 W Garfield Blvd
20-16-104-004-0000	541 W Garfield Blvd
20-16-104-005-0000	537 W Garfield Blvd
20-16-104-006-0000	535 W Garfield Blvd
20-16-104-007-0000	531 W Garfield Blvd
20-16-104-008-0000	525 W Garfield Blvd
20-16-104-009-0000	523 W Garfield Blvd
20-16-104-010-0000	519 W Garfield Blvd
20-16-104-011-0000	517 W Garfield Blvd
20-16-104-012-0000	511 W Garfield Blvd
20-16-104-013-0000	507 W Garfield Blvd
20-16-104-014-0000	507 W 55th St
20-16-104-015-0000	501 W Garfield Blvd
20-16-105-003-0000	445 W Garfield Blvd
20-16-105-004-0000	443 W Garfield Blvd
20-16-105-005-0000	441 W Garfield Blvd
20-16-105-006-0000	439 W Garfield Blvd
20-16-105-007-0000	435 W Garfield Blvd
20-16-105-008-0000	433 W Garfield Blvd
20-16-105-009-0000	431 W Garfield Blvd
20-16-105-010-0000	427 W Garfield Blvd
20-16-105-011-0000	425 W Garfield Blvd
20-16-105-012-0000	423 W Garfield Blvd
20-16-105-013-0000	421 W Garfield Blvd
20-16-105-014-0000	419 W Garfield Blvd
20-16-105-015-0000	415 W Garfield Blvd
20-16-105-016-0000	413 W Garfield Blvd
20-16-105-017-0000	407 W Garfield Blvd
20-16-105-018-0000	409 W Garfield Blvd
20-16-105-019-0000	405 W Garfield Blvd
20-16-105-020-0000	403 W Garfield Blvd
20-16-105-023-0000	446 W 56th St
20-16-105-043-0000	400 W 56th St
20-16-105-044-0000	453 W Garfield Blvd
20-09-330-015-0000	540 W Garfield Blvd
20-09-330-016-0000	538 W Garfield Blvd
20-09-330-017-0000	536 W Garfield Blvd
20-09-330-018-0000	532 W Garfield Blvd
20-09-330-019-0000	530 W Garfield Blvd
20-09-330-020-0000	526 W Garfield Blvd
20-09-330-021-0000	524 W Garfield Blvd
20-09-330-022-0000	522 W Garfield Blvd
20-09-330-023-0000	520 W Garfield Blvd
20-09-330-024-0000	516 W Garfield Blvd

PIN Number	Address
20-09-330-025-0000	514 W Garfield Blvd
20-09-330-026-0000	512 W Garfield Blvd
20-09-330-027-0000	510 W Garfield Blvd
20-09-330-028-0000	506 W Garfield Blvd
20-09-330-033-0000	544 W Garfield Blvd
20-09-330-034-0000	502 W Garfield Blvd



City of Chicago



O2013-7588

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Abatement of 2013 Tax Levies, General Obligation Bonds (Emergency Telephone System), Refunding Series 1999
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Acting Comptroller, I transmit herewith ordinances authorizing an abatement of 2013 tax levies.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,


Mayor



ORDINANCE

WHEREAS, on April 22, 1999, the City of Chicago (the "City") issued its General Obligation Bonds (Emergency Telephone System), Refunding Series 1999 (the "Bonds") for the purpose of refunding all or a portion of the City's General Obligation Bonds (Emergency Telephone System), Series 1993; and

WHEREAS, the City provided by ordinance adopted on November 18, 1998, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, the 2013 Annual Appropriation Ordinance provided for a reduction in the 2013 tax levy on certain long-term bonds and notes; and

WHEREAS, it is now appropriate and in the best interests of the City that a portion of the amount of taxes levied for the Bonds should be abated; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 2013 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of \$16,425,388.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

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



City of Chicago



O2013-7590

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Abatement of 2013 Tax Levies, General Obligation Bonds (Emergency Telephone System), Refunding Series 2004
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Acting Comptroller, I transmit herewith ordinances authorizing an abatement of 2013 tax levies.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, on June 24, 2004, the City of Chicago (the "City") issued its General Obligation Bonds (Emergency Telephone System), Refunding Series 2004 (the "Bonds") for the purpose of financing certain costs for capital improvements and working capital related to public safety and refunding all or a portion of the City's general obligation bonds issued for public safety purposes; and

WHEREAS, the City provided by ordinance adopted on May 26, 2004, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, the 2013 Annual Appropriation Ordinance provided for a reduction in the 2013 tax levy on certain long-term bonds and notes; and

WHEREAS, it is now appropriate and in the best interests of the City that a portion of the amount of taxes levied for the Bonds should be abated; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 2013 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of \$5,898,564.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

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



City of Chicago



O2013-8220

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/16/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Ammendment of Entertainment and Spectator Sports Planned Development No. 958
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending certain Planned Development provisions.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the Entertainment and Spectator Sports Planned Development No. 958, as amended, symbols and indications as shown on Map 9-G in the area bounded by:

a line 103.78 feet north of and parallel to West Waveland Avenue; a line 120.00 feet east of and parallel to North Clifton Street; West Waveland Avenue; North Sheffield Avenue; West Addison Street; the public alley next west of and parallel (in part) to North Clark Street; the north right-of-way line of West Patterson Avenue; North Clark Street; West Waveland Avenue; North Clifton Street;

to those of Entertainment and Spectator Sports Planned Development No. 958, as amended.

SECTION 2. This Ordinance shall be in force and effect from and after its passage and due publication.

**ENTERTAINMENT AND SPECTATOR SPORTS PLANNED DEVELOPMENT
NUMBER 958, AS AMENDED**

PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as Entertainment and Spectator Sports Planned Development Number 958, as Amended (the "Planned Development") consists of a net site area of approximately five hundred fourteen thousand eight hundred fifty-two (514,852) square feet (11.82 acres) of property, including approximately 40,461 square feet to be vacated, all as depicted on the attached Planned Development Boundary and Property Line Map and Right of Way Adjustment Map (the "Property"). The term "Property" shall also be deemed to include certain air rights to be vacated, as shown on the Right of Way Adjustment Maps included as part of the Plans (defined below); provided, however, the square footage of such vacated air rights shall not be included in the calculation of net site area. The "Applicants" for purposes of this Planned Development are Wrigley Field Holdings, LLC, and Wrigley Field Parking Operations, LLC, as the owners of Sub-Area A, Triangle Property Holdings, LLC, and Wrigley Field Parking Operations, LLC, as the owners of Sub-Area B, Wrigley Field Parking Operations, LLC, as the owner of Sub-Area C, and North Clark Street LLC as the owner of Sub-Area D. As used in this Planned Development, the term "Applicant" or "Applicants" means the Applicants collectively, or individually with respect to individual sub-areas or the improvements thereto and uses thereof, as the context requires.
2. Applicant shall obtain all applicable official reviews, approvals, permits and/or agreements which are required to implement this plan of development. Any dedication or vacation of streets, alleys or easements or any adjustment of or privileges to use rights-of-way shall require a separate approval by the City Council, provided however the right-of-way adjustments shown on the Right-of-Way Adjustment Plan shall be approved by the Department of Housing and Economic Development (the "Department"), the Department of Transportation and any other City agency with review authority, subject to these statements and the requisite approval of the City Council. Subject to site plan approval by the Department, Applicant shall have the right to construct a branded arch (including required support structure) within and spanning the width of the Clark Street right-of-way and canopies affixed to the building to be constructed in Subarea D over the entrance on Clark Street and over the immediately adjacent sidewalk along North Patterson Avenue in substantial conformance with the Plans. This Planned Development is intended to encourage economic development at the site and in its immediate vicinity.
3. The requirements, obligations and conditions of this Planned Development shall be binding upon Applicant, its successors and assigns and, if different than Applicant, the legal title holders and any ground lessors. All rights granted hereunder to Applicant shall inure to the benefit of Applicant's successors and assigns and, if different than Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of any subsequent application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or

designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.

4. This Plan of Development consists of these nineteen (19) statements and the following exhibits (collectively, the "Plans"):

- (a) Bulk Regulations and Data Table;
- (b) Existing Land Use Map prepared by VOA Associates Inc. and dated October 16, 2013;
- (c) Existing Zoning Map;
- (d) Planned Development Boundary and Sub-Area Boundary Map, consisting of two (2) pages, prepared by VOA Associates Inc. and dated October 16, 2013;
- (e) Right of Way Adjustment Maps, prepared by VOA Associates Inc., consisting of eight (8) pages, prepared by VOA Associates Inc. and dated October 16, 2013;
- (f) Site plans, landscape plans, landscape details, building elevations, expansion plans and other drawings and plans, consisting of forty-seven (47) pages, prepared by VOA Associates Inc. and dated October 16, 2013; and
- (g) Planned Development Signage Matrix, consisting of six (6) pages, prepared by VOA Associates Inc. and dated October 16, 2013 (the "PD Signage Matrix").

Full-sized copies of the Plans are on file with the Department. Any interior demising walls and other interior improvements and spaces shown on the Plans are for information only, and this Planned Development shall not be deemed to limit or prescribe the location of interior demising walls or other interior improvements or spaces.

This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereof, and satisfies the established criteria for approval as a planned development. The provisions of this Planned Development are intended to apply to the Property and are in lieu of any conflicting, inconsistent or more restrictive provisions of the Chicago Zoning Ordinance.

5. The following uses are allowed in the areas delineated herein as Entertainment and Spectator Sports Planned Development No. 958, as amended (including all sub-areas as designated herein):

All uses allowed in a C2-5 Motor Vehicle-Related Commercial District, including, without limitation, and in addition, as applicable: entertainment and spectator sports establishments of any capacity, other than inter-track wagering facilities; lighting for night events; seasonal lighting; special events and entertainment (including, without limitation, live and recorded musical performances and concerts; theater and movies; sports tournaments, competitions

and exhibitions not limited to baseball and including sports such as football, softball, basketball, volleyball, hockey, cycling and extreme sports exhibitions such as "X Games"); permanent, semi-permanent, temporary and portable concessions, vendors, carts, catering, kiosks and trolleys; food trucks; farmer's markets; outdoor music; public performances; dining and picnic areas; general retail sales; food and beverage sales (including liquor); restaurants; taverns (including, without limitation, bars and night clubs); hotels; offices; at-grade, terrace and rooftop outdoor patios; plazas and open space; sidewalk cafés; public address and sound systems; stadium suites; team and other service uses such as clubhouses, locker rooms, batting cages, media rooms, player lounge and related services and facilities; banquet, conference and meeting halls; scoreboards; lodges and private clubs; beer gardens; sponsorships; co-located and freestanding broadcast and telecommunications equipment and facilities (including earth station receiving dishes); generators and other power generating facilities; ticket offices, ticket sales and ticket agencies; ticket brokers; public and civic uses (including, without limitation, museums, fund-raisers and other non-profit events); pyrotechnic displays (but not in connection with baseball games, other than for playoffs/post-season, All Star Game, Opening Day and Fourth of July, all subject to applicable permit approval); community centers; participant sports and recreation (including, without limitation, health clubs, ice rink, and sports); personal services (including, without limitation, spas); accessory and non-accessory parking; outdoor staging and parking of commercial and communications vehicles; the existing off-premises billboard advertising sign in Sub-Areas C and D; any use identified in the Plans not set forth herein; and accessory uses. In the event any provisions of this Planned Development conflict with the Night Game Ordinance (the ordinance adopted on June 5, 2013 and set forth in the Journal of Council Proceedings at pages 54974 through 54982), as the same may be amended from time to time, the provisions of the Night Game Ordinance, as may be amended, shall govern.

The following uses in the C2-5 Motor Vehicle-Related Commercial District are prohibited: Uses in the residential use group, Adult Use, Stables, Day Labor Employment Agency, Inter-Track Wagering Facility, Pay Day Loan Store, Pawn Shop, Poultry (including slaughtering with associated retail sales), Funeral and Internment Services, Gas Stations, Urban Farms, Construction Sales and Service, and Hookah Bars.

Subject to compliance with Statement 18, portions of the Property may be utilized on an interim basis for accessory and non-accessory parking, construction staging, construction support activities and the storage of construction materials for the various stages of development of the Property. All allowed uses of the Property may be operated indoors and outdoors.

6. In Sub-Area A, exterior on-premises signs are permitted subject to the review and approval of the Department and, if applicable, the Commission on Chicago Landmarks.

In Sub-Area B, exterior on-premises signs are permitted subject to the review and approval of the Department.

In Sub-Area C, exterior on-premises signs are permitted subject to the review and approval of the Department. Notwithstanding any provision of this Planned Development to the contrary, the existing off-premises billboard sign is permitted.

In Sub-Area D, exterior on-premises signs are permitted subject to the review and approval of the Department. Notwithstanding any provision of this Planned Development to the contrary, the existing off-premises billboard sign is permitted prior to development of Sub-Area D as contemplated herein.

All Sub-Areas: Notwithstanding the foregoing, the Department shall approve all signs substantially conforming to the PD Signage Matrix. The PD Signage Matrix is incorporated herein and is hereby approved as an integral part of this Planned Development, the proposed expansion and renovation of Wrigley Field, and development and redevelopment of the Property as contemplated herein.

For the purposes of this Planned Development, any sign which identifies the name or sponsorship of any structure or designated area within the Property, such as "Captain Morgan Club," or any sponsor of the baseball team operating in the ballpark, or any sponsor of a retail showcase or other space within the Property, shall be deemed an on-premises sign and may be located in any sub-area. Maximum total sign area shall be determined as set forth in the PD Signage Matrix. Interior signs are permitted and nothing in this Planned Development shall regulate any interior sign. Specifically, but without limitation, Applicant shall have the right to expand the Wrigley Field bleachers to install (i) a new video board in left field, which may include an LED sign, a neon illuminated sign above it and two light towers to assist in outfield lighting; and (ii) a neon sign in right field, which signage has been approved by the Commission on Chicago Landmarks and, in addition to being part of the bleacher expansion, and along with all other signage contemplated by this Planned Development, is integral to the expansion and renovation of Wrigley Field and the development and redevelopment of the Property as contemplated herein. In furtherance of the foregoing, and for the avoidance of doubt, a sign shall be deemed interior and inside Wrigley Field if: (1) the message face and the primary vertical structural supports of such sign are located entirely within the property lines of Sub-Area A (which property lines include vacated air rights); and (2) the primary audience for such sign is persons viewing (in person or on television) events inside the ballpark, regardless of whether the sign or any part thereof is legible or can be seen from the exterior of the ballpark or any adjacent right of way.

Signs set forth in the PD Signage Matrix, including, without limitation, all existing signs, are permitted and approved, subject where applicable to the review and approval of the Commission on Chicago Landmarks (i.e., signs attached to Protected Features of Wrigley Field). The Commission on Chicago Landmarks has approved a Master Sign Program governing certain signage in Subarea A. Nothing in this Planned Development or the PD Signage Matrix shall be deemed to regulate or limit any other sign exempt from regulation under Section 17-12-0500 of the Chicago Zoning Ordinance, or incidental, temporary and special events signage.

Solely as applied to the Property, this Planned Development and the PD Signage Matrix shall supersede any provisions of Title 17 of the Chicago Municipal Code which are inconsistent or in conflict with or more restrictive than the PD Signage Matrix, including, without limitation, Chapter 17-12 of the Zoning Ordinance.

7. Off-street parking and off-street loading shall be provided in compliance with the Bulk Regulations and Data Table and any exhibits attached hereto.
8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of final design and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Any changes to ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department.
9. As part of this Planned Development, infrastructure improvements will be undertaken as follows:
 - a traffic signal at the intersection of Clark Street and Waveland Avenue.
 - a traffic signal at the intersection of Clark Street and Roscoe Street
 - a traffic signal at the intersection of Clark Street and School Street
 - a wireless traffic signal interconnect on Clark Street from Belmont Avenue to Irving Park Road.

All of the foregoing infrastructure improvements will be designed and installed by the Department of Transportation and paid for using the CubFund, with an additional contribution from Applicant of an amount equal to the actual costs to install a traffic signal at the intersection of Clark Street and Waveland Avenue not to exceed in any event \$350,000 and such additional contribution shall be used solely for this purpose and no other. Applicant will pay or reimburse, as the case may be, this amount to the Department of Transportation following written notice to the Department, the Department of Transportation and the Department of Buildings that Applicant intends to apply for a certificate of occupancy for the improvements in SubArea B. No certificate of occupancy may be issued until and unless said payment has been made, provided however a Certificate of Occupancy will not be denied or delayed if the City decides not to install the traffic signal at the intersection of Clark Street and Waveland Avenue or the installation is otherwise delayed. In addition, Applicant and the Department of Transportation have developed a hotel management plan for the hotel and related uses on Subarea D, which the Department of Transportation has approved. Further, Applicant and the Department of Transportation have developed a traffic management plan for game day traffic which the Department of Transportation has approved and Applicant and the Department of Transportation will continue to meet on an annual basis to review this game-day traffic management plan, evaluate the future traffic conditions and discuss any necessary modifications.

10. In addition to the maximum height of the building and any appurtenances attached thereto prescribed in this Planned Development, the height of any improvements shall be subject only to:
 - (a) height limitations established by the Federal Aviation Administration; and
 - (b) airport zoning regulations as established by the Department, the Department of Aviation and the Department of Law and approved by the City Council.
 - (c) For purposes of height measurement, the definitions in the Zoning Ordinance shall apply.
11. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department. The fee shall be calculated in the same manner as is standard and generally applicable to all Part II fees, and is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
12. The maximum permitted floor area ratio for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of floor area ratio calculations and floor area measurements, the requirements of the Zoning Ordinance shall apply and the following additional exclusions shall also apply: (a) space devoted to mechanical equipment, if any, shall not be counted as floor area; (b) the seating bowl of the stadium will not be counted as floor area; and (c) all parking located on the Property shall be deemed accessory off-street parking and any space devoted to parking (including all lobbies, concourses and areas accessory thereto) shall not be counted as floor area.
13. Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The new buildings (i.e., those located on Subarea B and Subarea D) proposed to be constructed in the Planned Development at the date of this amendment shall be designed per LEED criteria with a green roof per the Plans.
14. Applicant acknowledges it is in the public interest to design, construct and maintain the expansion and renovation of Wrigley Field and development and redevelopment of the Property as contemplated herein in a manner which promotes, enables and maximizes universal access throughout the Property. Prior to issuance of a permit, plans for all material new construction and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No building permits shall be granted for any material new construction or improvement until the Director of M.O.P.D. has approved detailed construction drawings for each such material new construction or improvement.

15. The Plans are hereby approved in their entirety and no further approvals shall be required under this Planned Development or the Zoning Ordinance for any use contemplated herein which is located or established in, on, over or above the improvements, facilities and spaces undertaken in accordance with the Plans other than Part II Approval (per Section 17-13-0610 of the Zoning Ordinance). Applicant and the Department, at either party's request, may continue to evolve the design of the building elevations on Subarea B and Subarea D and changes to such elevations, if any, shall, if mutually agreed, be approved by the Department administratively as a Minor Change. Uses which are allowed as set forth in Statement 5 but which involve development of Sub-Area B and Sub-Area D in a manner which materially and significantly modifies the uses set forth in the Plans (i.e., do not include a hotel in Sub-Area D or an office building in Sub-Area B) must be submitted for Site Plan Approval to the Department prior to Part II approval pursuant to this Statement 15. Notwithstanding the foregoing, temporary or seasonal uses, including any of the special events and entertainment uses listed above, sidewalk and outdoor cafes, and any non-permanent structures, including without limitation farmer's markets, music performances, special events, movies, athletic contests and exhibitions, sidewalk and outdoor cafes, ice rinks, other events or uses of a temporary or seasonal nature and any non-permanent structures, shall not require Site Plan Approval. To the extent Site Plan Approval is required for Sub-Area B or Sub-Area D as set forth in this Statement 15, Applicant shall, prior to Part II Approval, submit the information required in this Statement 15 below for the specific Sub-Area(s) for review and approval by the Department (the "Sub-Area Site Plan Approval Submittals"). Review and approval by the Department is intended to assure that specific development components substantially conform with this Planned Development and to assist the City in monitoring ongoing development. Sub-Area Site Plan Approval Submittals need only include the portion of the Property for which approval is being sought by Applicant. If Applicant is seeking approval of a portion of the Property which represents less than an entire Sub-Area, Applicant shall also include a site plan for the area of the Property which is bounded on all sides by either public Rights-of-Way or the boundary of the nearest Sub-Area. The site plan provided shall include all dimensioned and planned street Rights-of-Way. Site plans which propose new curb cuts or other changes to any Rights-of-Way must also receive Department of Transportation approval. If the Sub-Area Site Plan Approval Submittals substantially conform to the provisions of the Planned Development, the Department shall approve such submittal. Following approval by the Department, the approved Sub-Area Site Plan Approval Submittals, including supporting data and materials, shall be made part of the main file and shall be deemed an integral part of this Planned Development.

Any Sub Area Site Plan Approval Submittals shall, at a minimum, provide the following information:

- fully-dimensioned site plan (including a footprint of the proposed improvements);
- fully-dimensioned building elevations;
- fully-dimensioned landscape plan(s); and

- statistical information applicable to the subject Sub-Area, including floor area, the applicable FAR, uses to be established, building heights and setbacks.

Sub Area Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the Planned Development.

16. The terms, conditions and exhibits of this Planned Development may be modified, administratively, by the Commissioner of the Department upon the application for such a modification by Applicant or legal titleholder of the Property and after a determination by the Commissioner of the Department that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development. Any such modification of the requirements of the Planned Development by the Commissioner of the Department shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
17. Final landscape plan review and approval will be by the Department and will be approved provided it substantially conforms with the applicable Plans. In the event of any conflict or contradiction between, the Plans, on the one hand, and the Landscape Ordinance or the Sustainable Development Policy Matrix, on the other hand, the Plans shall control over the Landscape Ordinance and the Sustainable Development Policy Matrix. Any interim reviews associated with site plan review or Part II reviews are conditional until final Part II approval.
18. Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-125 of the Municipal Code or any other provision of that Code
19. Unless construction of the improvements within Sub-Area A as contemplated by this Planned Development has commenced within six years following adoption of this Planned Development (subject to extension for one additional year as set forth in Section 17-13-0612 of the Chicago Zoning Ordinance), then this Planned Development shall expire by separately introduced ordinance, if any, and in such event the zoning of the Property shall revert to the C2-5 Motor Vehicle-Related Commercial District. It is understood this Planned Development involves a multi-phase development. Provided that this Planned Development has not expired pursuant to the previous sentence, then following the first six-year period governing Sub-Area A, including the additional one-year extension permitted, unless construction of the improvements as contemplated by this Planned Development has commenced within six years thereafter within either Sub-Area B or D, then this Planned Development shall expire, solely with respect to both such Sub-Areas, by separately introduced ordinance, if any, and in such event the zoning of such Sub-Areas shall revert to the C2-5 Motor Vehicle-Related Commercial District.

**ENTERTAINMENT AND SPECTATOR SPORTS PLANNED DEVELOPMENT
NUMBER 958, AS AMENDED**

BULK REGULATIONS AND DATA TABLE

Gross Site Area (sf):	617,099	
Public Rights of Way (sf):	102,247	
Net Site Area (sf):		
Total ¹ :	514,852	
Sub-Area A:	Existing:	361,162
	Rights-of-Way to be Vacated ² :	32,010
	Sub-Area A Total:	393,172
Sub-Area B:	Existing:	55,437
	Rights-of-Way to be Vacated ² :	8,451
	Sub-Area B Total:	63,888
Sub-Area C:	12,454	
Sub-Area D:	45,338	
Maximum Floor Area Ratio:		
Overall	2.45	
Sub-Area A:	2.20	
Sub-Area B:	2.30	
Sub-Area C:	0.25	
Sub-Area D:	4.25	

¹ Includes the areas to be vacated as set forth herein and excludes air rights to be vacated.

² Excludes air rights to be vacated.

Minimum Building Setbacks:

Sub-Area A:	North:	0'-0"
	West:	0'-0"
	East:	0'-0"
	South:	0'-0"
Sub-Area B:	North:	8'-0"
	West:	0'-0"
	East:	4'-4"
	South:	See Site Plan for Details
Sub-Area C:	North:	2'-6"
	West:	10'-0"
	East:	10'-0
	South:	80'-0"
Sub-Area D:	North:	0'-0"
	West:	0'-0"
	East:	0'-0"
	South:	0'-0"

Minimum Number of Loading Berths:

Sub-Area A:	Zero
Sub-Area B:	2 (1 at 17'8"x 26'0"; 1 at 17'8"x50'3")
Sub-Area C:	Zero
Sub-Area D:	3 (2 10'x25'; 1 10'x50')

Maximum Number of Hotel Keys
in Subarea D: 182

Maximum Building Height

Sub-Area A:	135' (existing)

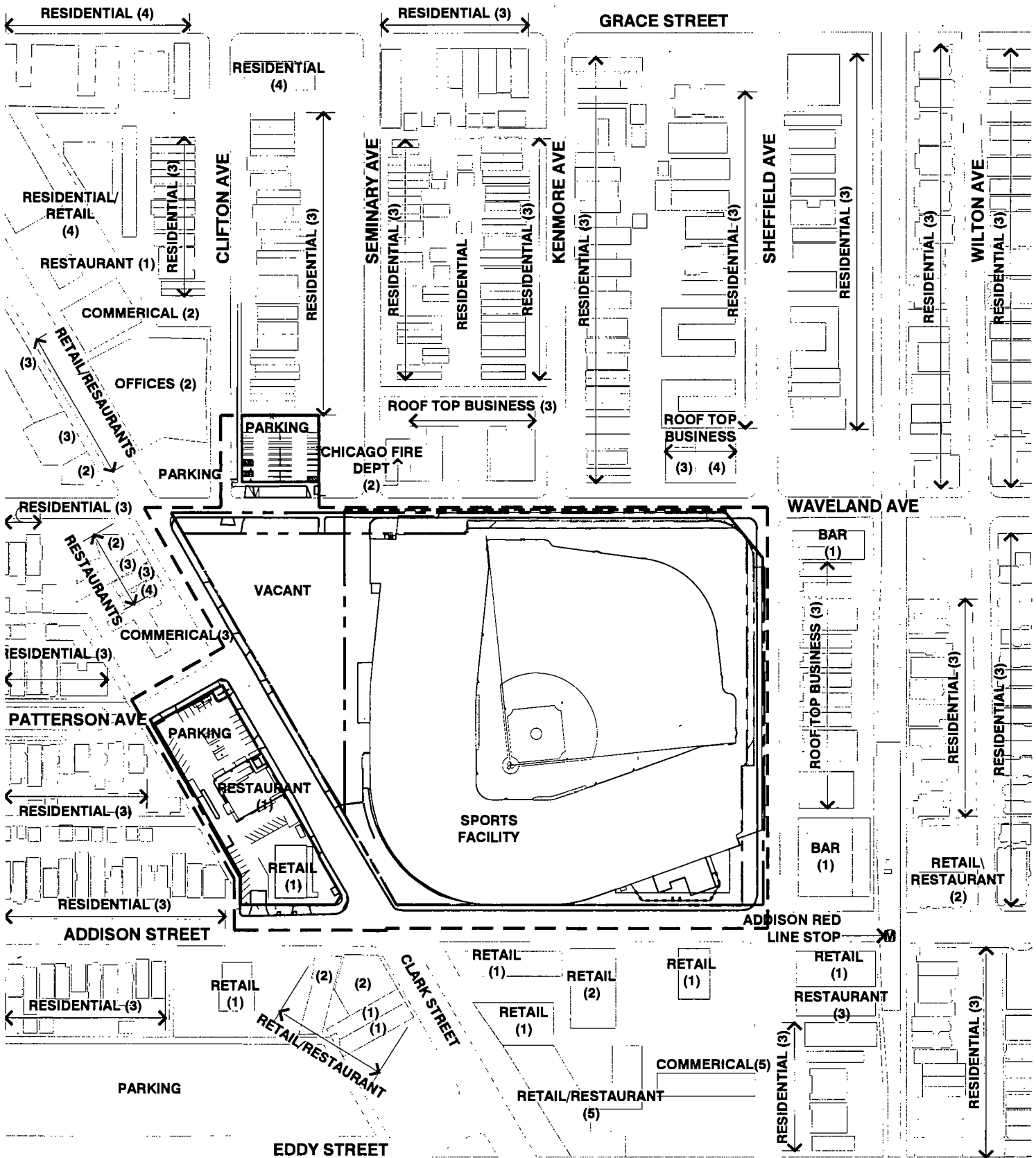
Sub-Area B:	85'-0" (as measured per Section 17-17-0311 of the Zoning Ordinance) 119'-3" (Top of Architectural Clock Tower Structure)
Sub-Area C:	30'-0" (as measured per Section 17-17-0311 of the Zoning Ordinance)
Sub-Area D:	91'-0" (as measured per Section 17-17-0311 of the Zoning Ordinance) 116'-8" (Top of Architectural Elements)

Minimum Number of Parking Spaces:

Sub-Area A:	Zero; provided, however, new parking spaces shall be provided for any increase in the seating capacity of the Wrigley Field bleachers in excess of 3,525 bleachers seats on the basis of one parking space for every ten new seats or fraction thereof. Such parking spaces shall be deemed to be parking spaces in excess of 1,200 parking spaces owned or controlled by Applicant (or any of them) or any affiliate thereof (the "Existing Spaces"). Such new parking spaces may be owned, leased or operated by Applicant or an affiliate and may be located within the Planned Development, any location within one mile of Sub-Area A or Sub-Area B, or at a remote parking facility operated by Applicant or an affiliate.

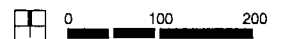
Sub-Areas B, C and D in the aggregate:	74 to be located in Sub-Area D.

Minimum Number of Bike Spaces:	16

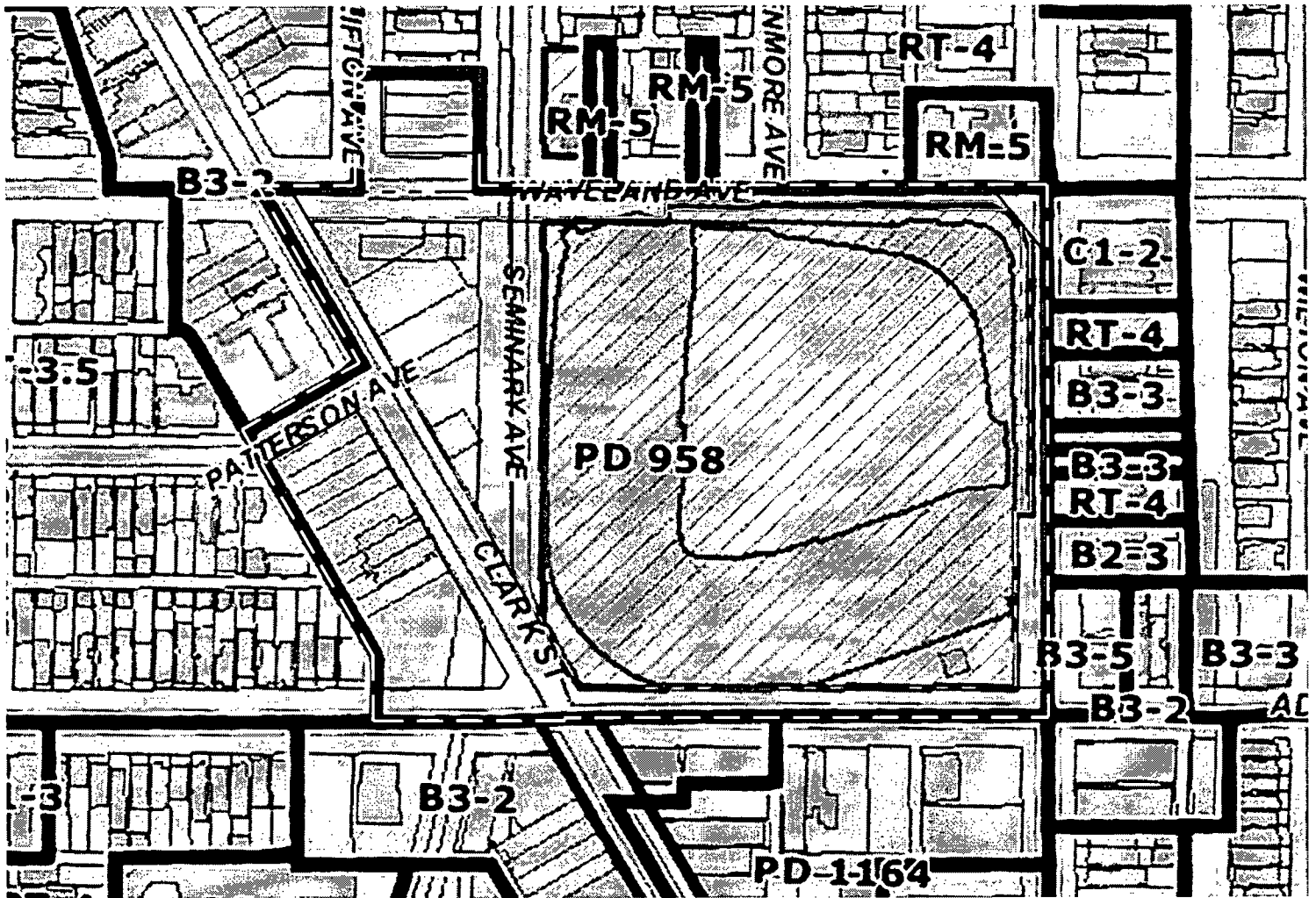


EXISTING LAND USE MAP

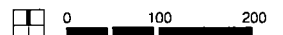
APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013



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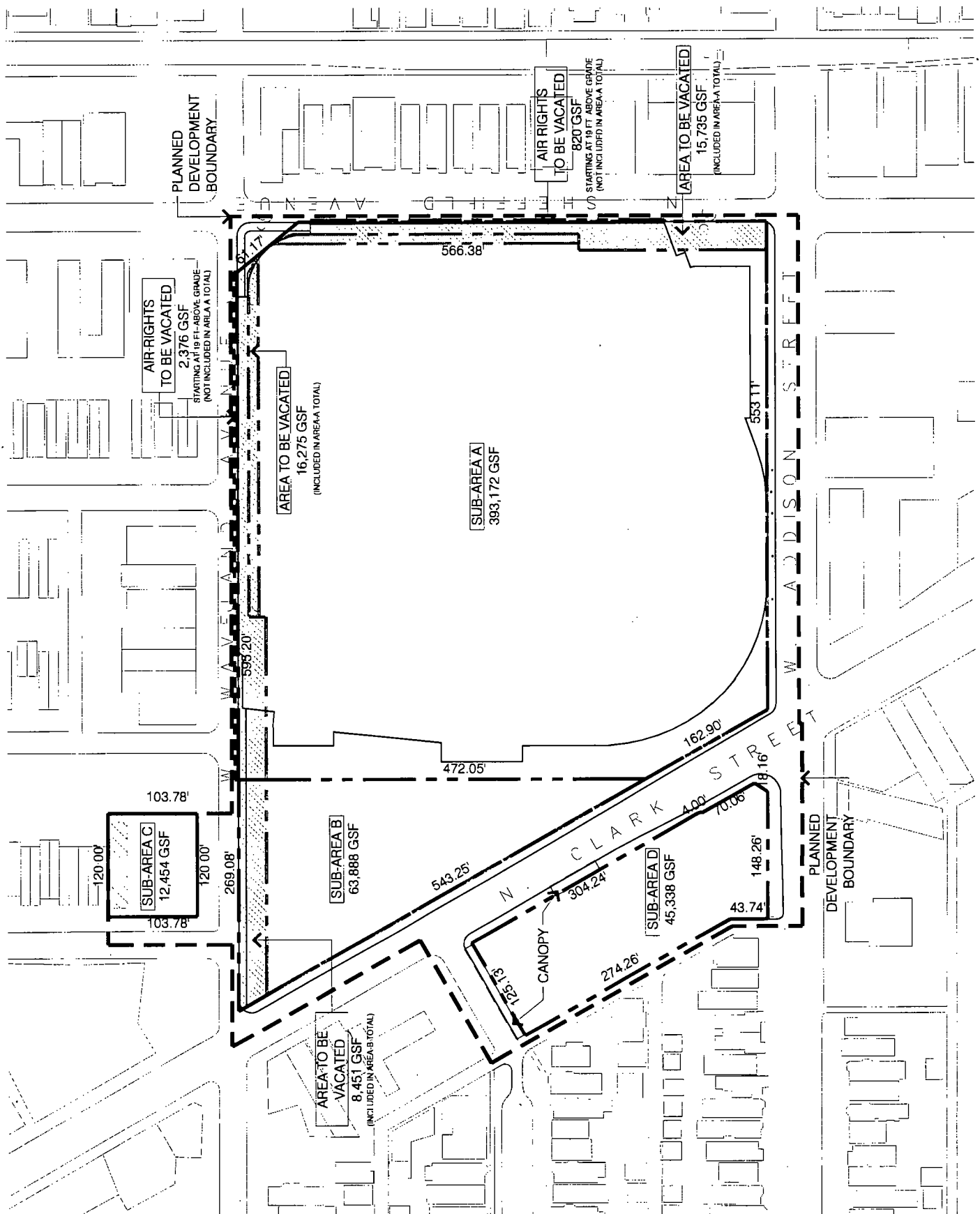
EXISTING ZONING MAP



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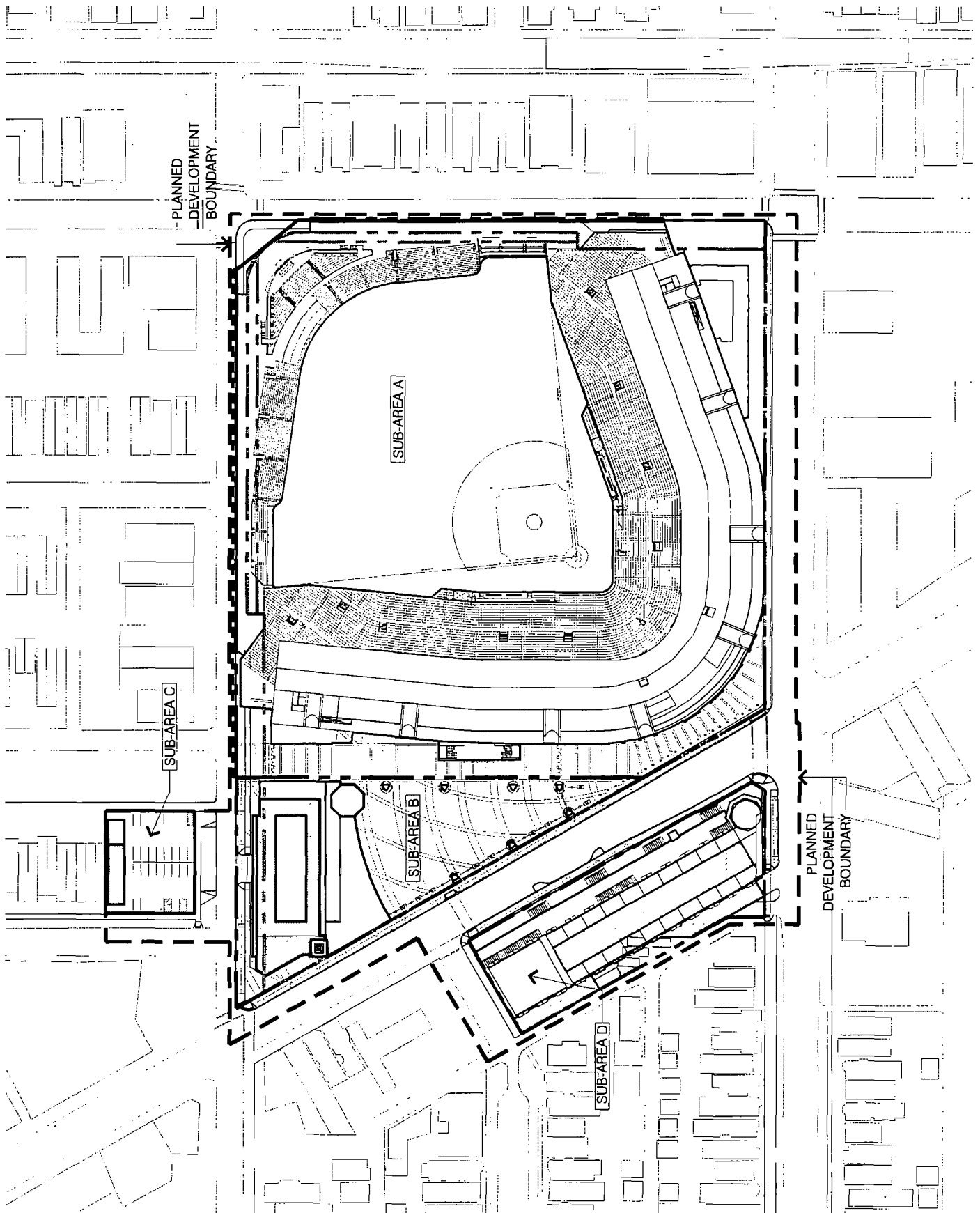
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PLANNED DEVELOPMENT BOUNDARY AND SUB-AREA BOUNDARY MAP

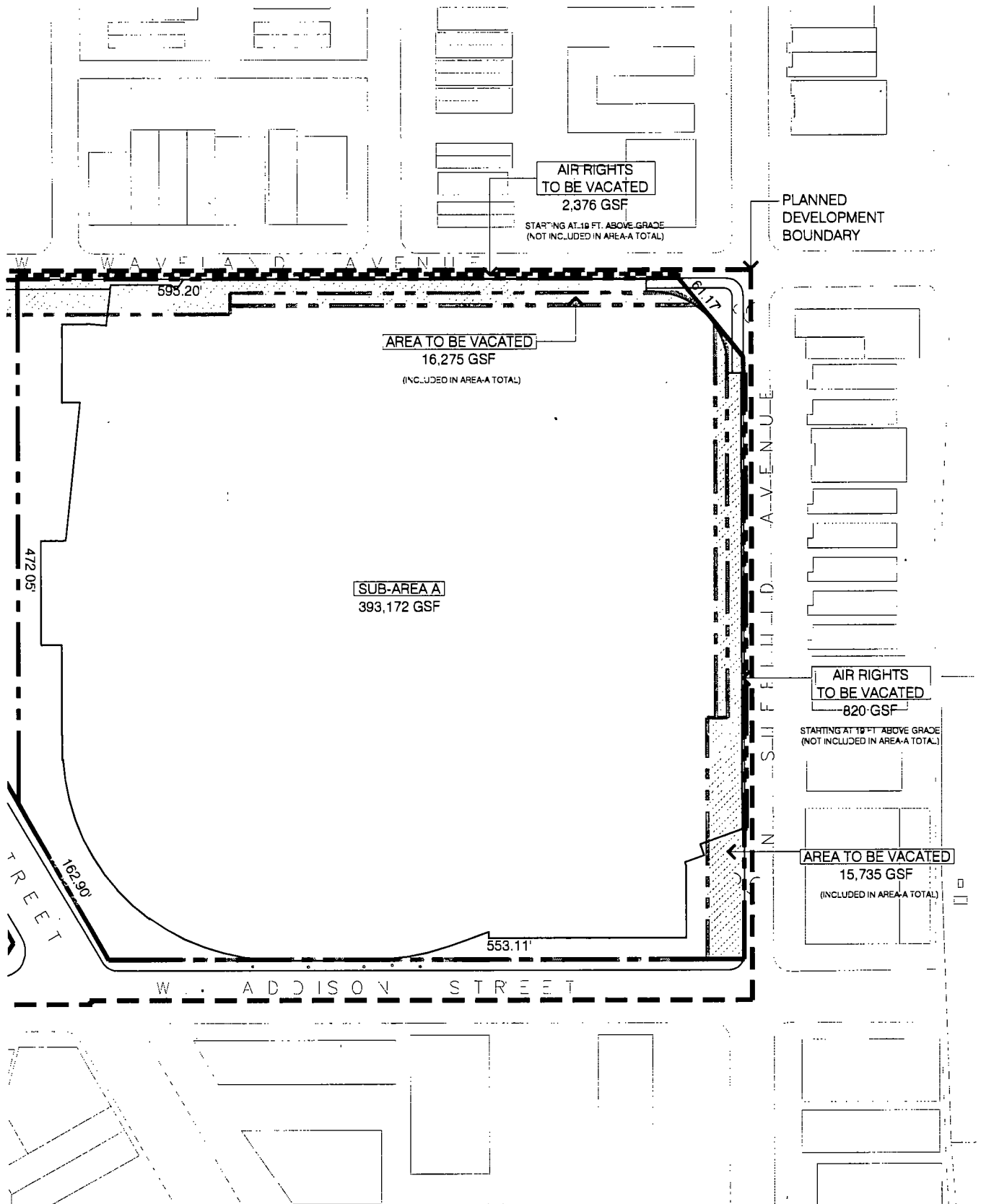
APPLICANT WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
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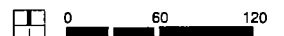


PLANNED DEVELOPMENT BOUNDARY AND SUB-AREA BOUNDARY MAP

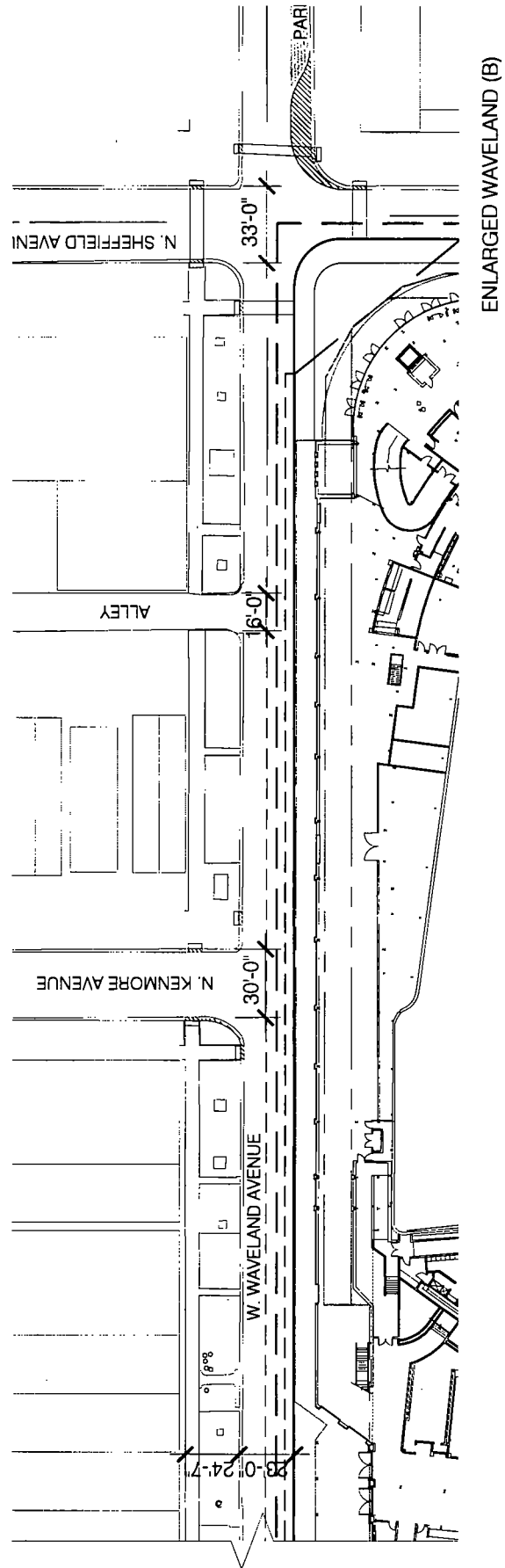
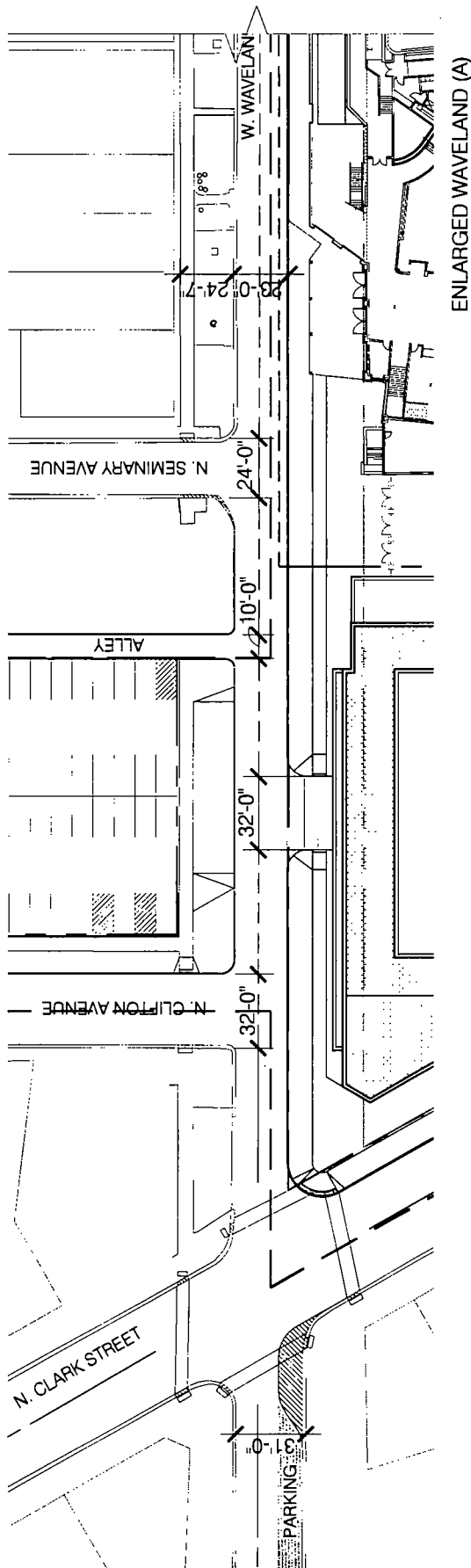
APPLICANT WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013



RIGHT OF WAY ADJUSTMENT MAP (SUB-AREA A)



APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013

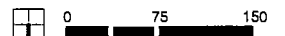
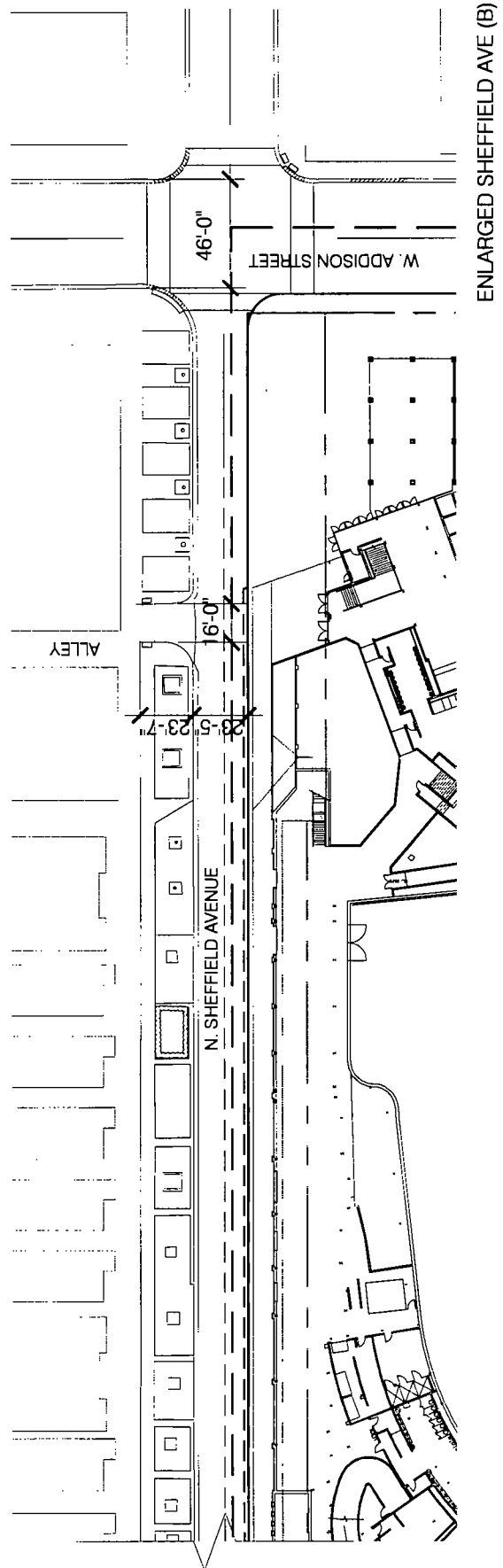
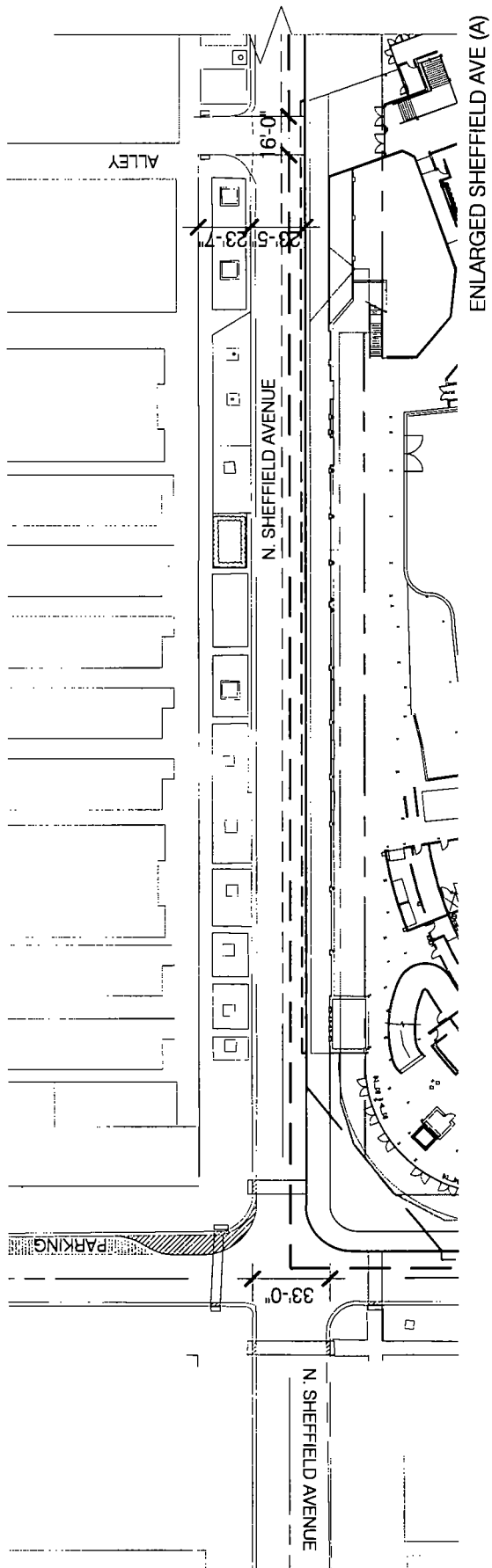


RIGHT OF WAY ADJUSTMENT MAP (SUB-AREA A)



APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013

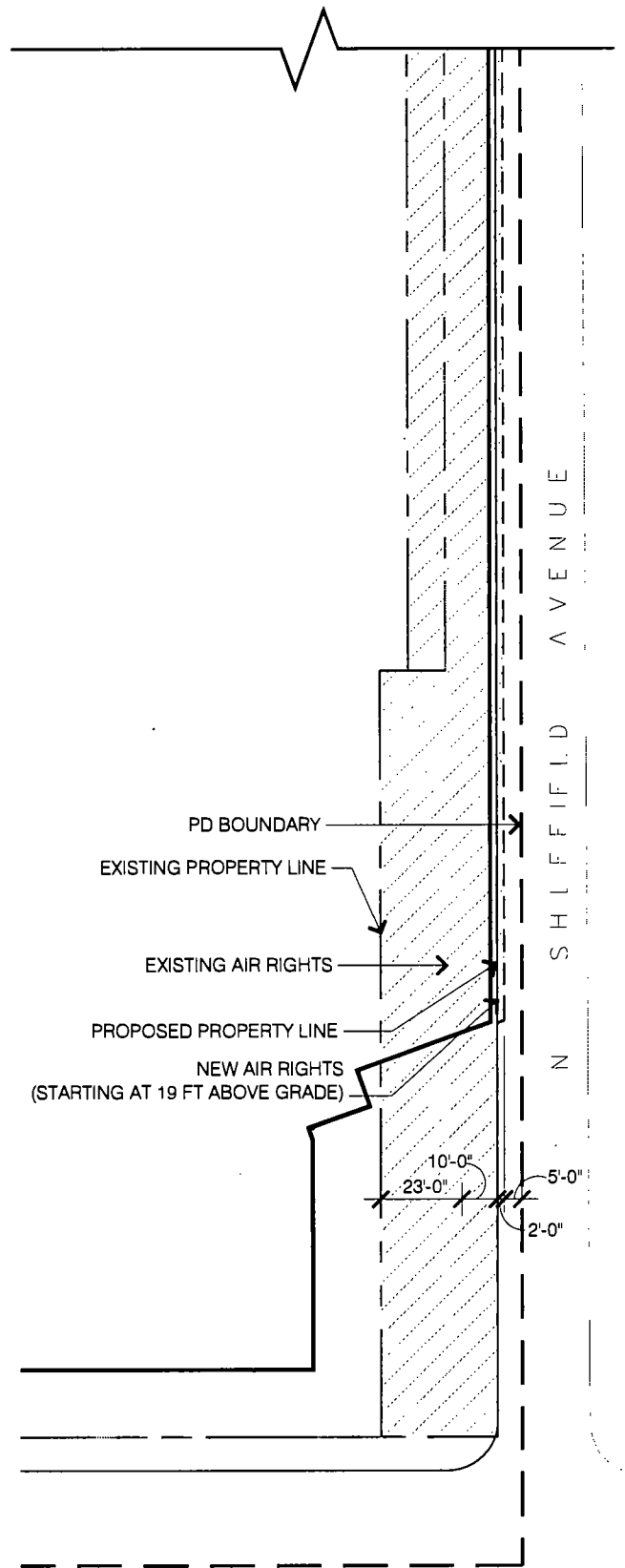
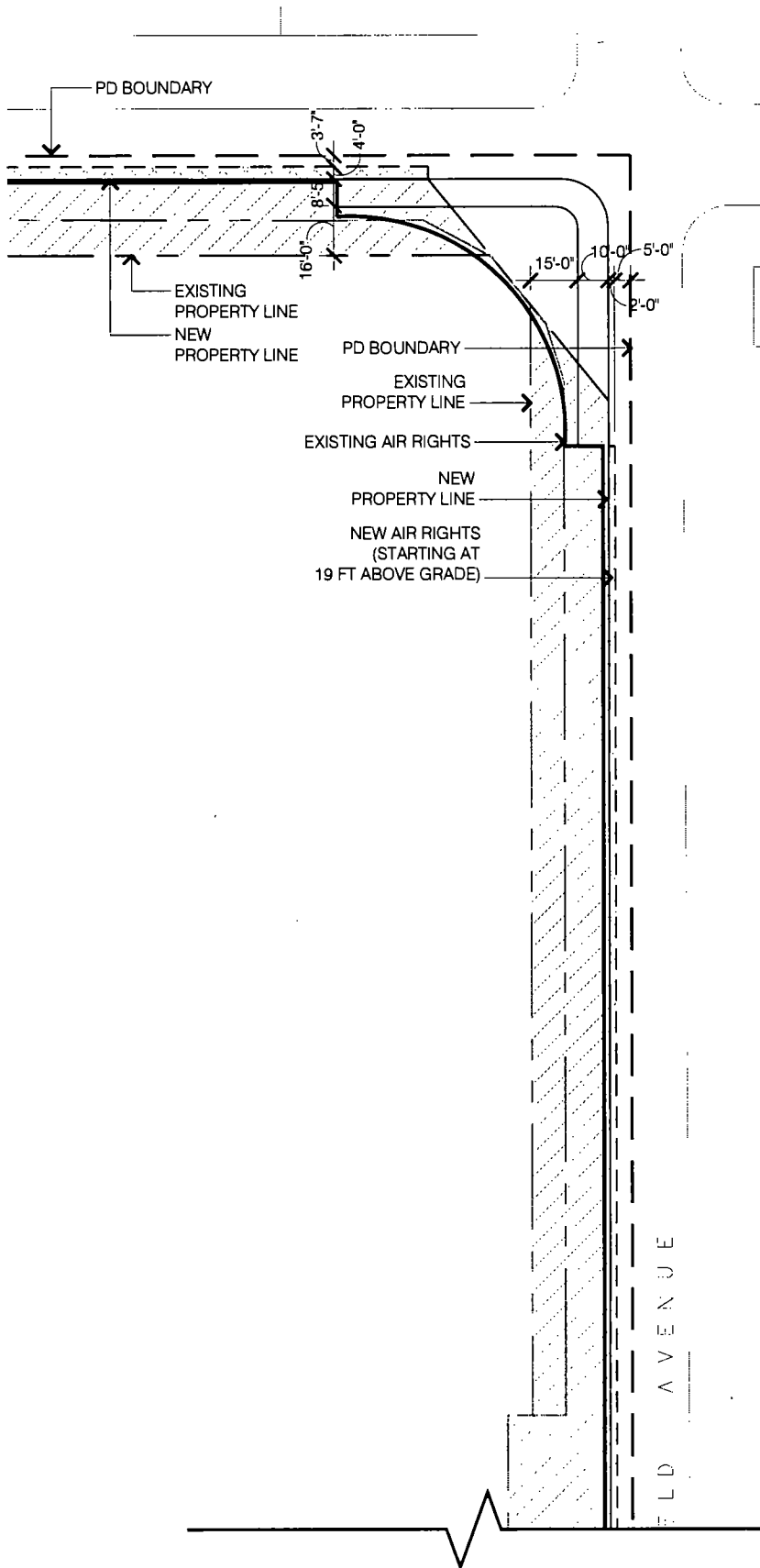




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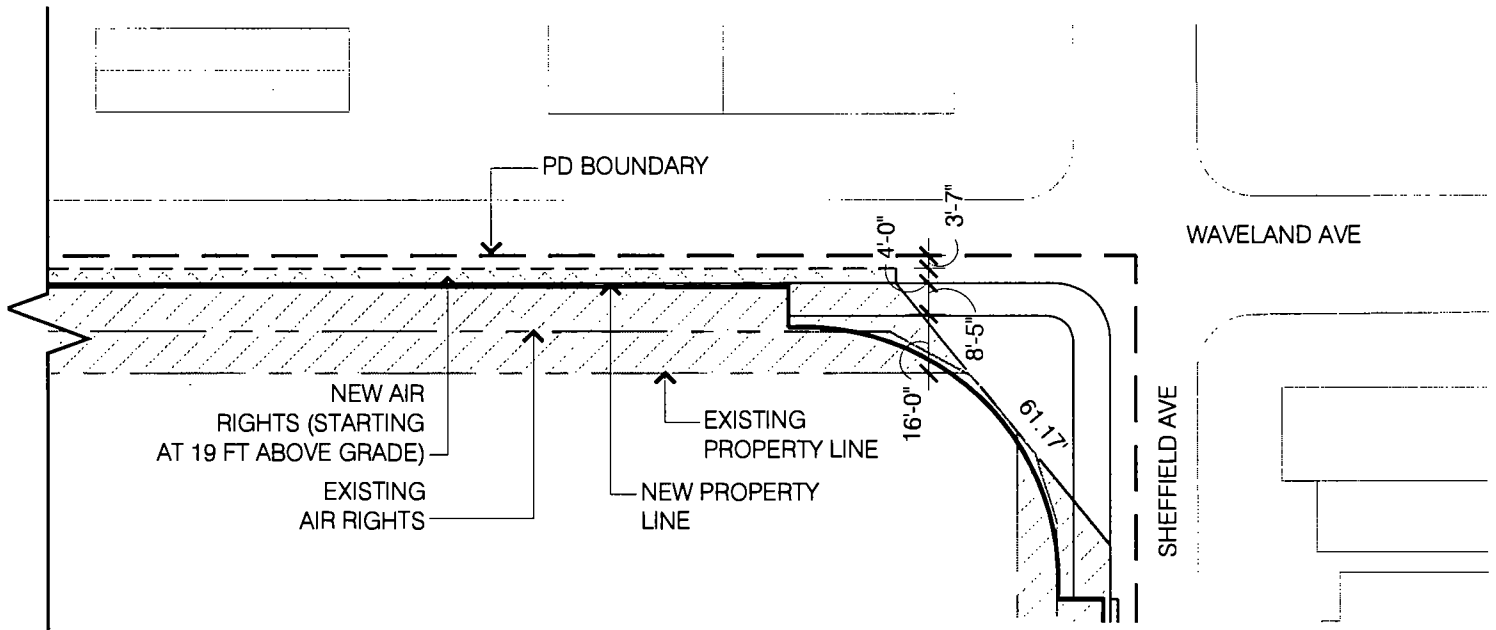
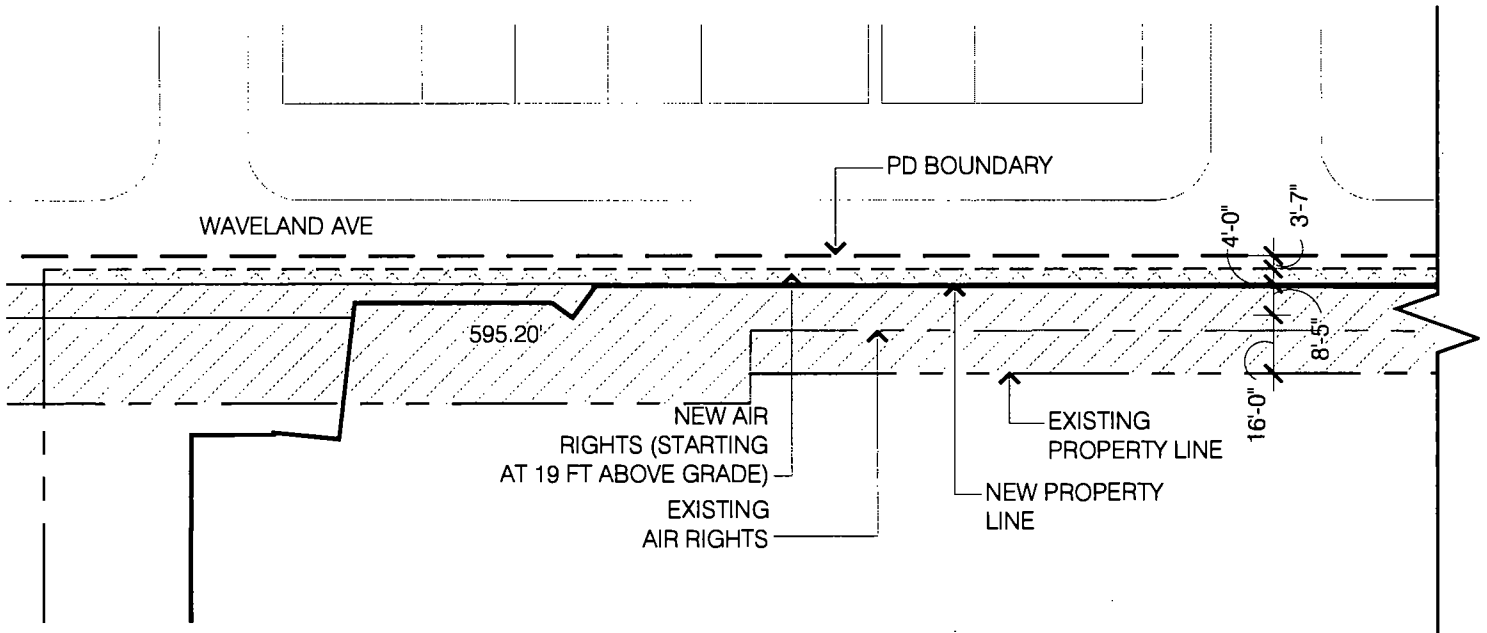
RIGHT OF WAY ADJUSTMENT ENLARGED MAP (SUB-AREA A.1)



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 DATE SUBMITTED 16 OCTOBER 2013



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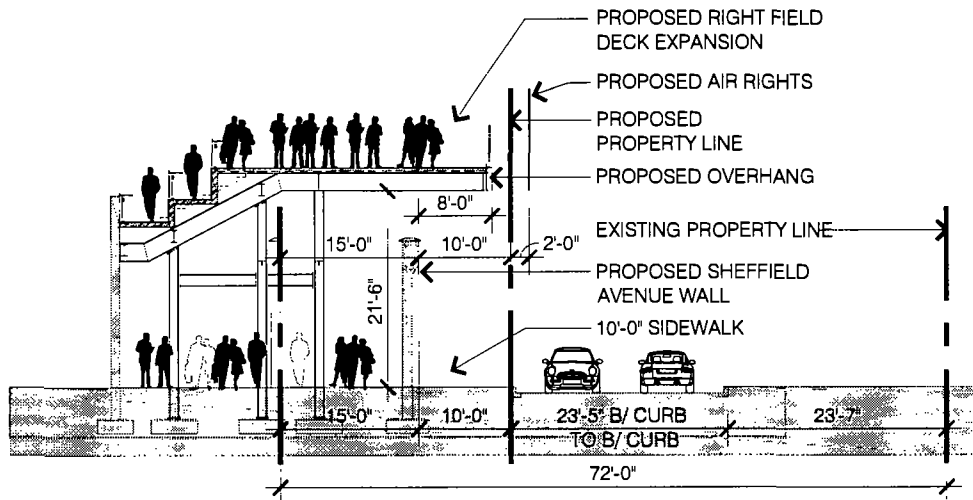
RIGHT OF WAY ADJUSTMENT ENLARGED MAP (SUB-AREA A.2)



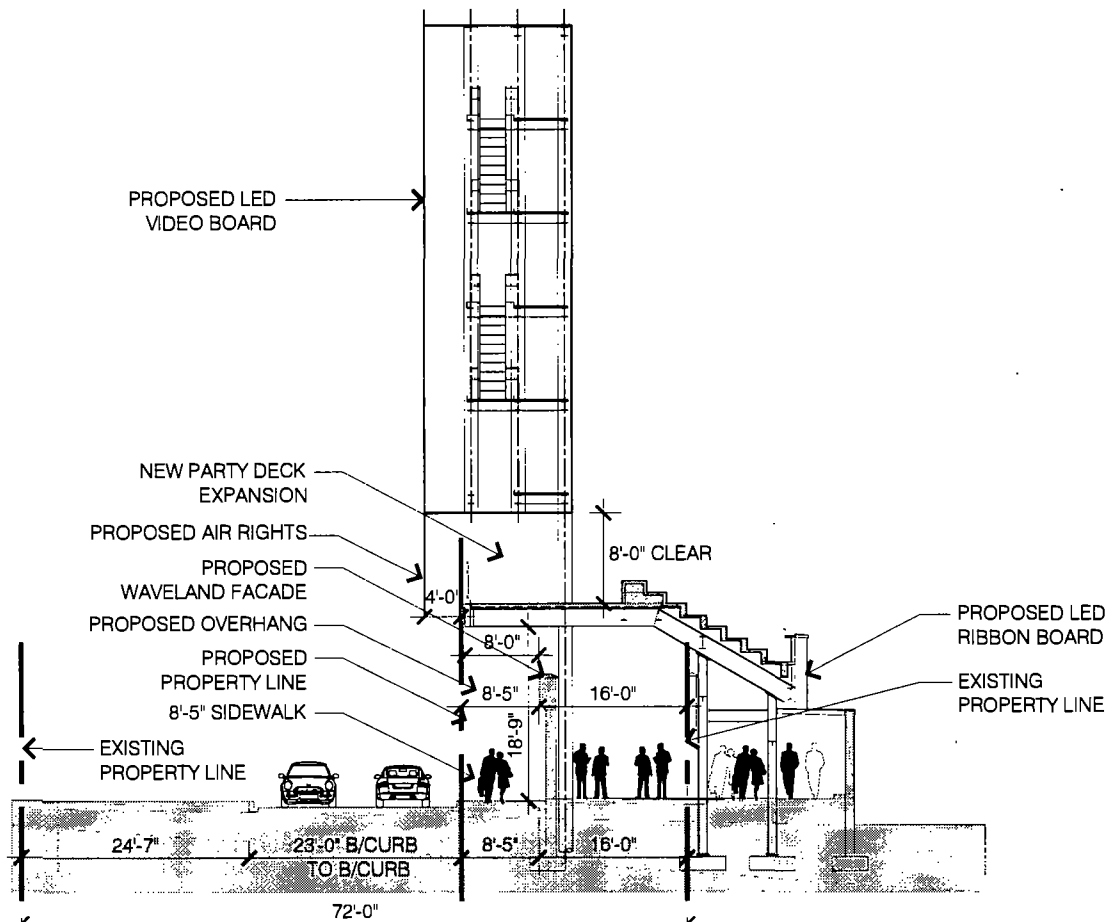
APPLICANT WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
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 DATE SUBMITTED : 16 OCTOBER 2013



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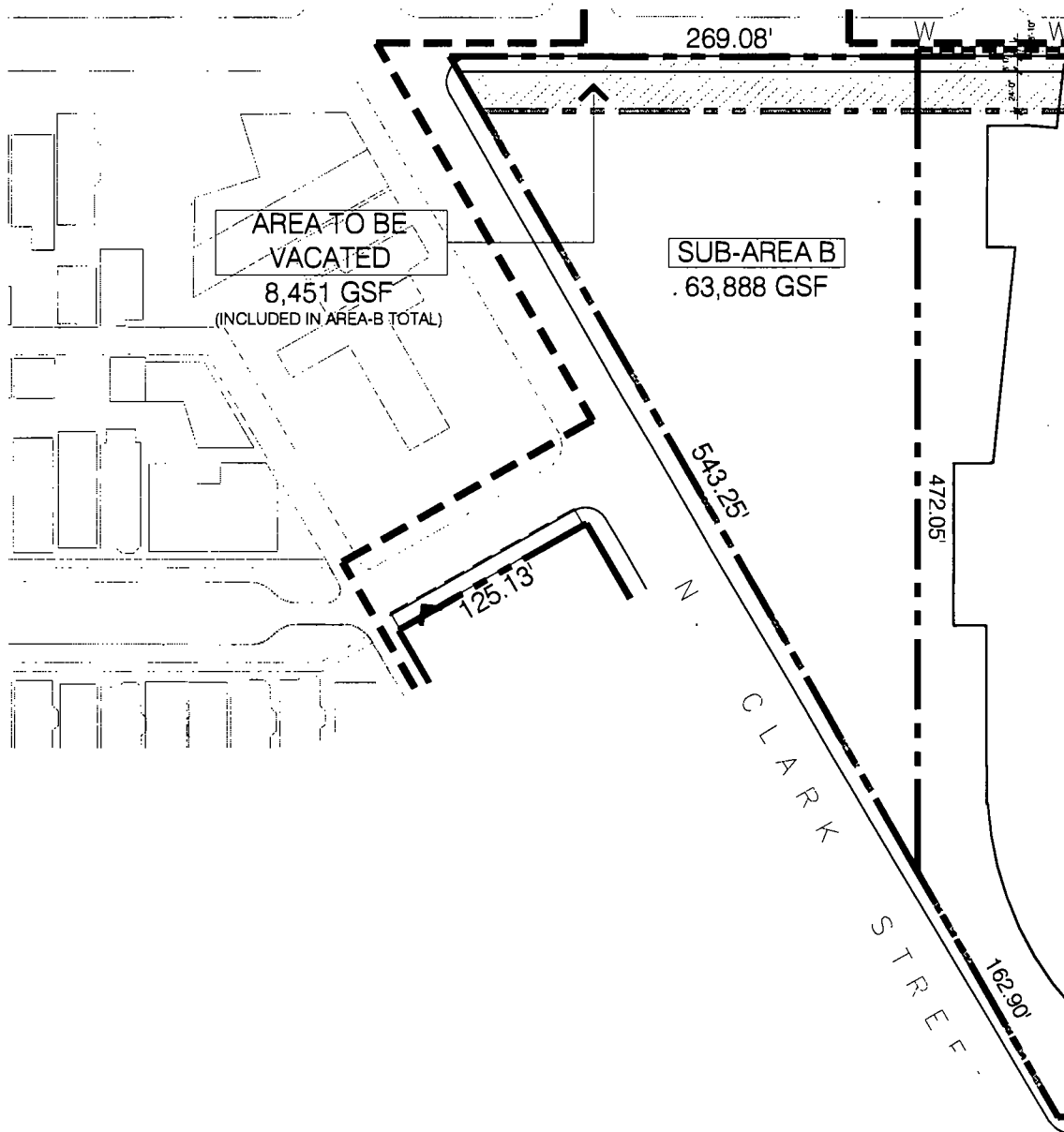
PROPOSED SECTION AT SHEFFIELD AVENUE BLEACHERS



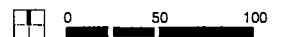
PROPOSED SECTION AT WAVELAND AVENUE BLEACHERS

RIGHT OF WAY ADJUSTMENT SECTION (SUB-AREA A)

0 10 20



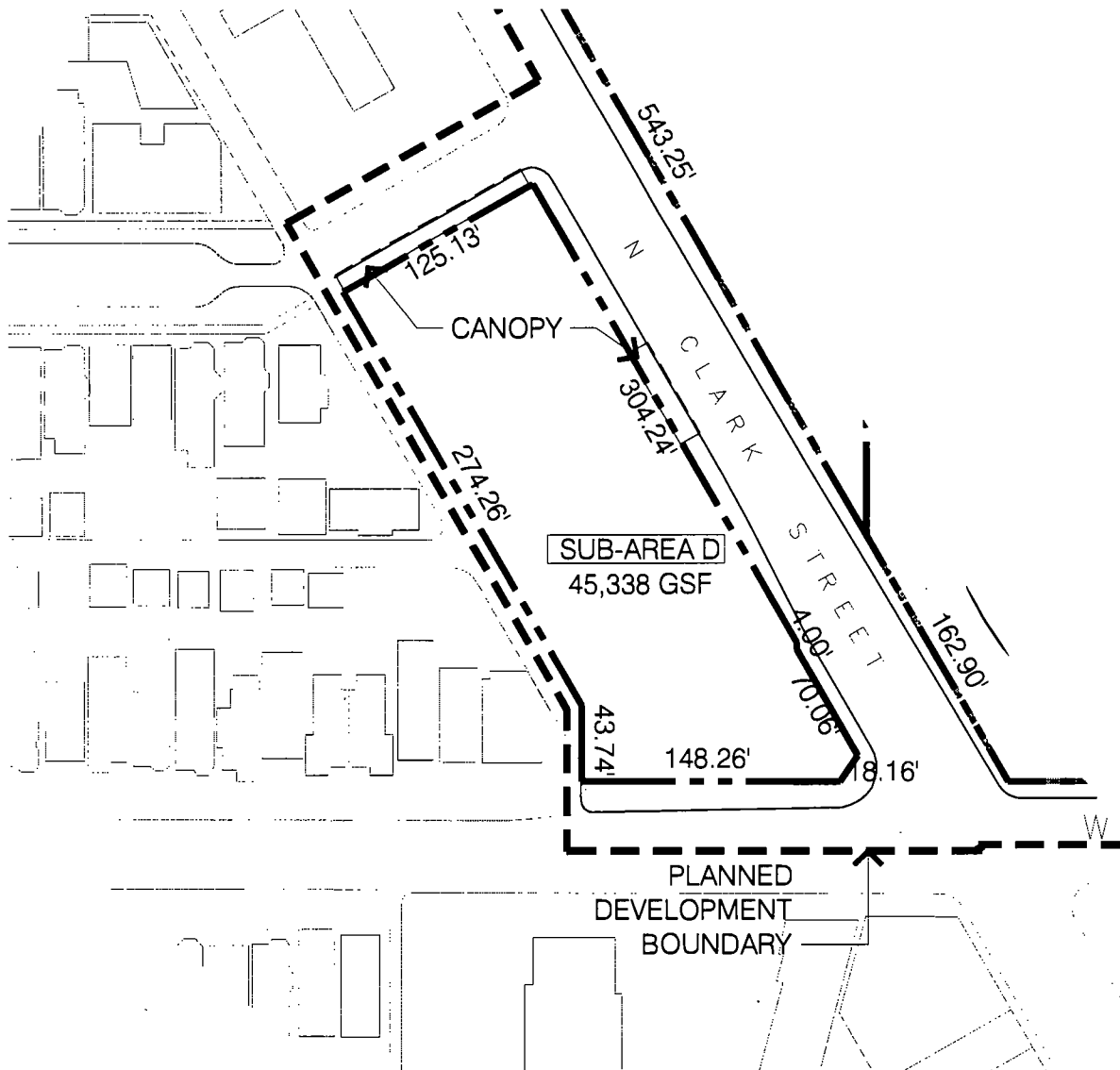
RIGHT OF WAY ADJUSTMENT MAP (SUB-AREA B)



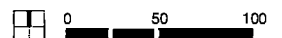
APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED : 16 OCTOBER 2013



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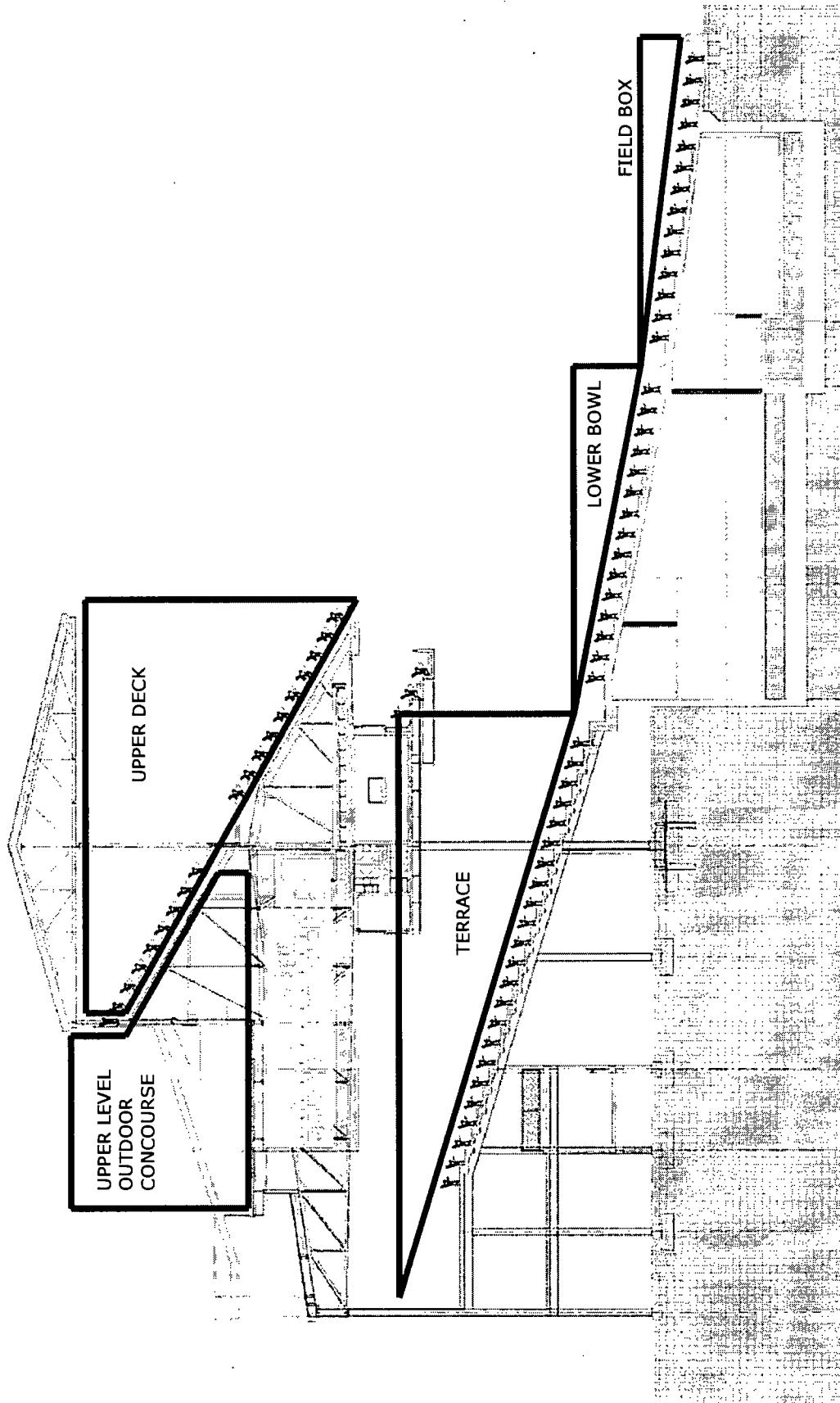
RIGHT OF WAY ADJUSTMENT MAP (SUB-AREA D)



APPLICANT WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS 1060 W ADDISON STREET
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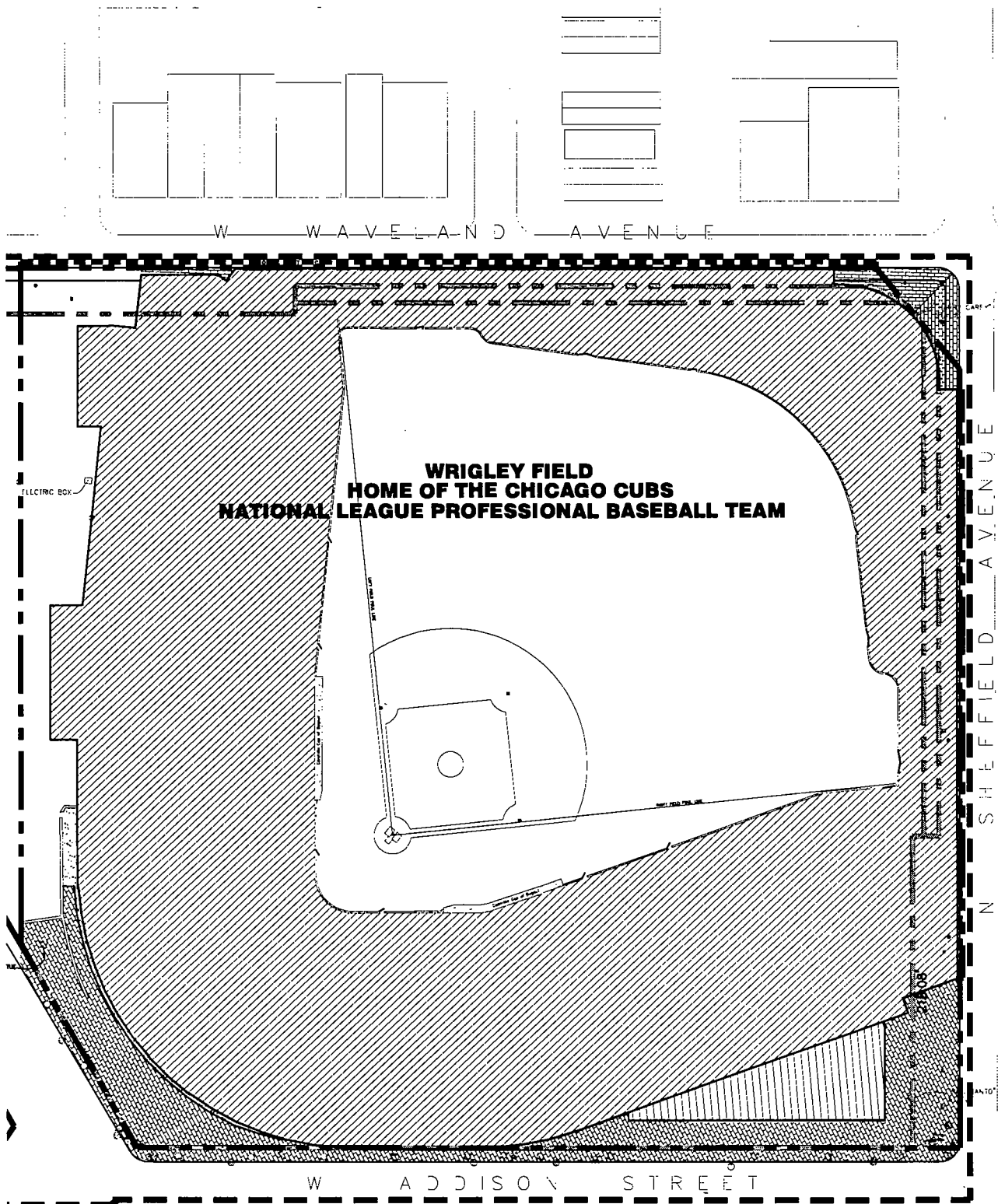


STADIUM BUILDING SECTION

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013



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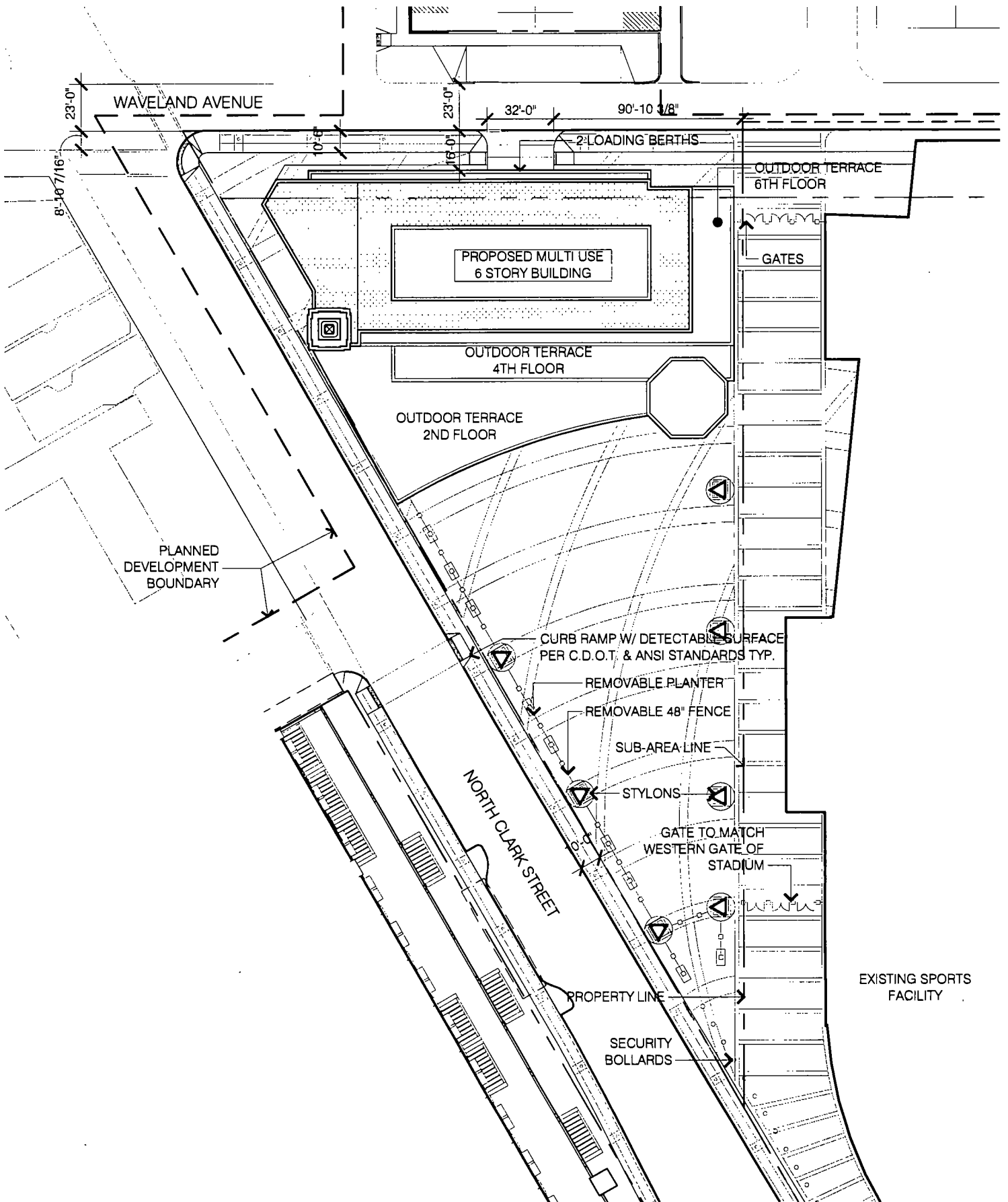


SITE PLAN (SUB-AREA A)



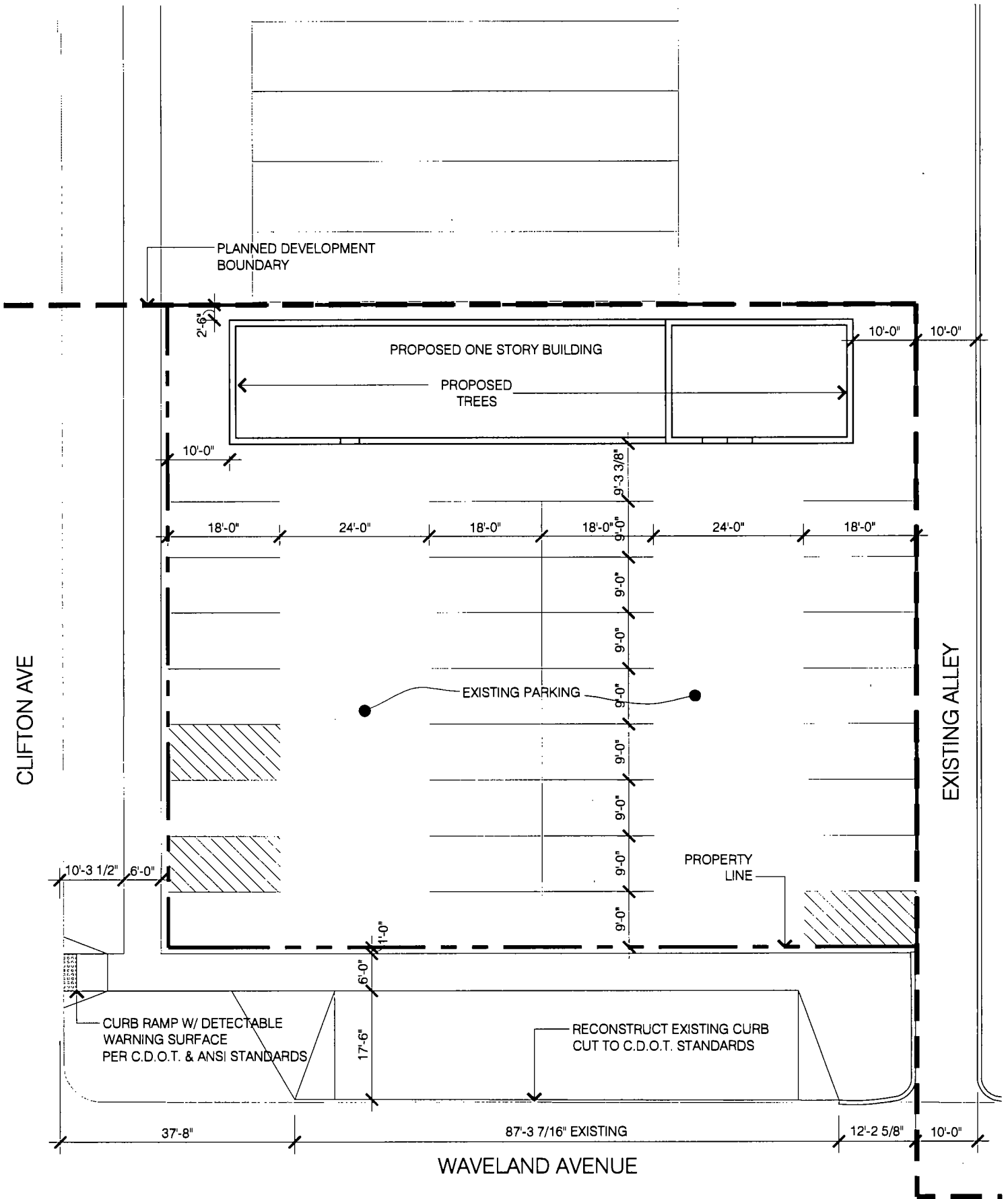
APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W. ADDISON STREET
DATE SUBMITTED 16 OCTOBER 2013





SITE PLAN (SUB-AREA B)

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS 1060 W ADDISON STREET
 DATE SUBMITTED 16 OCTOBER 2013



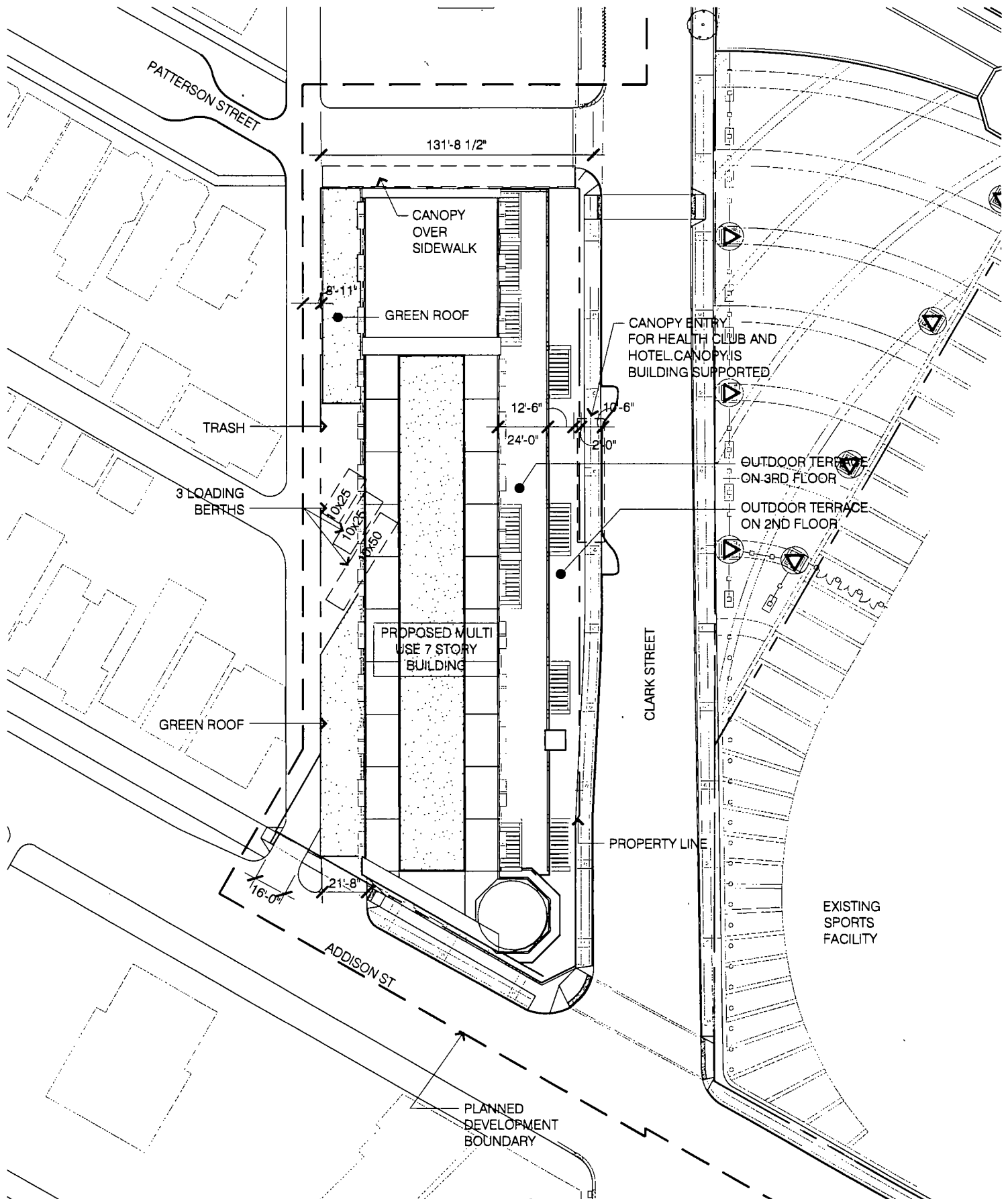
SITE PLAN (SUB-AREA C)



APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013



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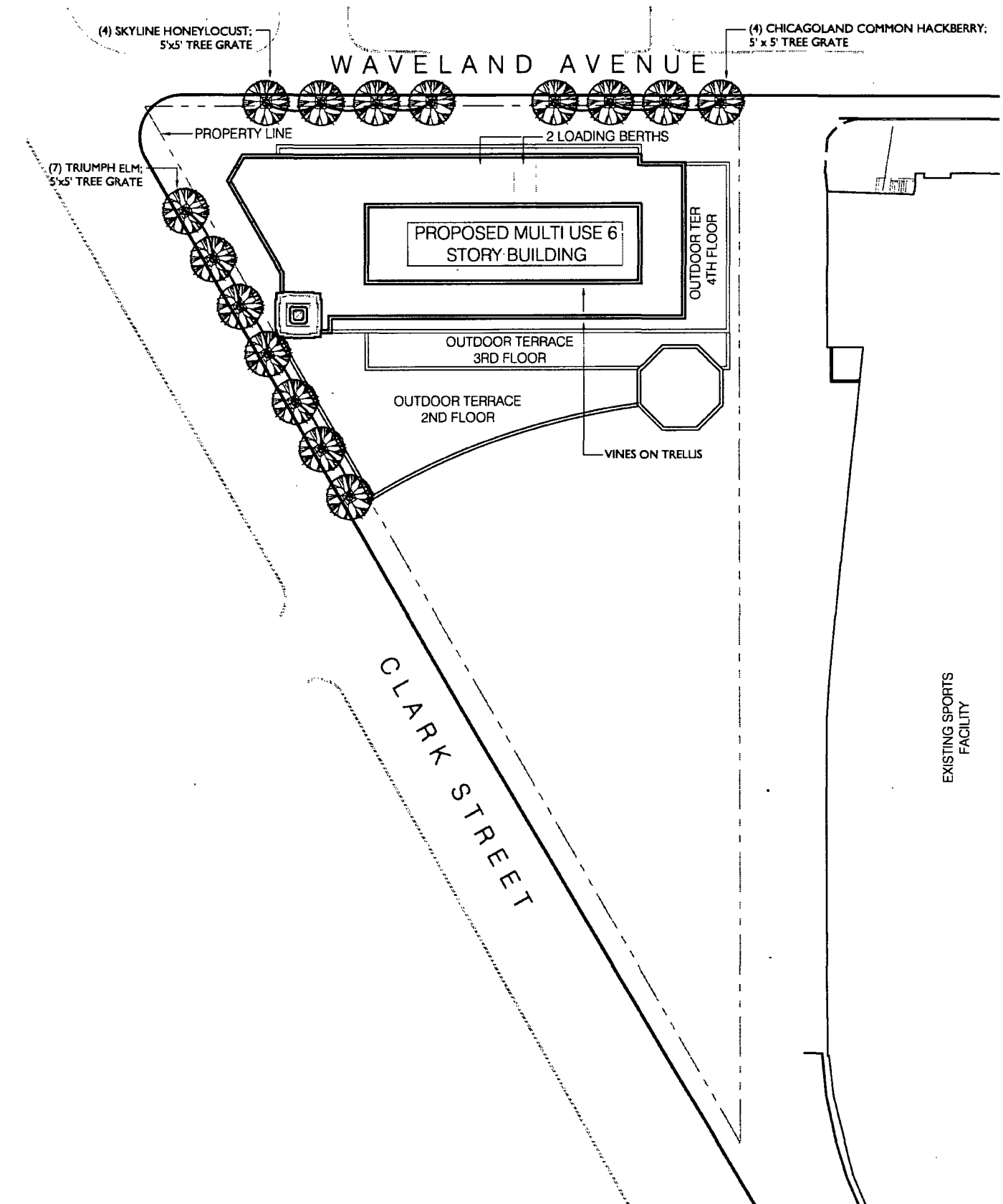
SITE PLAN (SUB-AREA D)



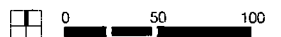
APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013



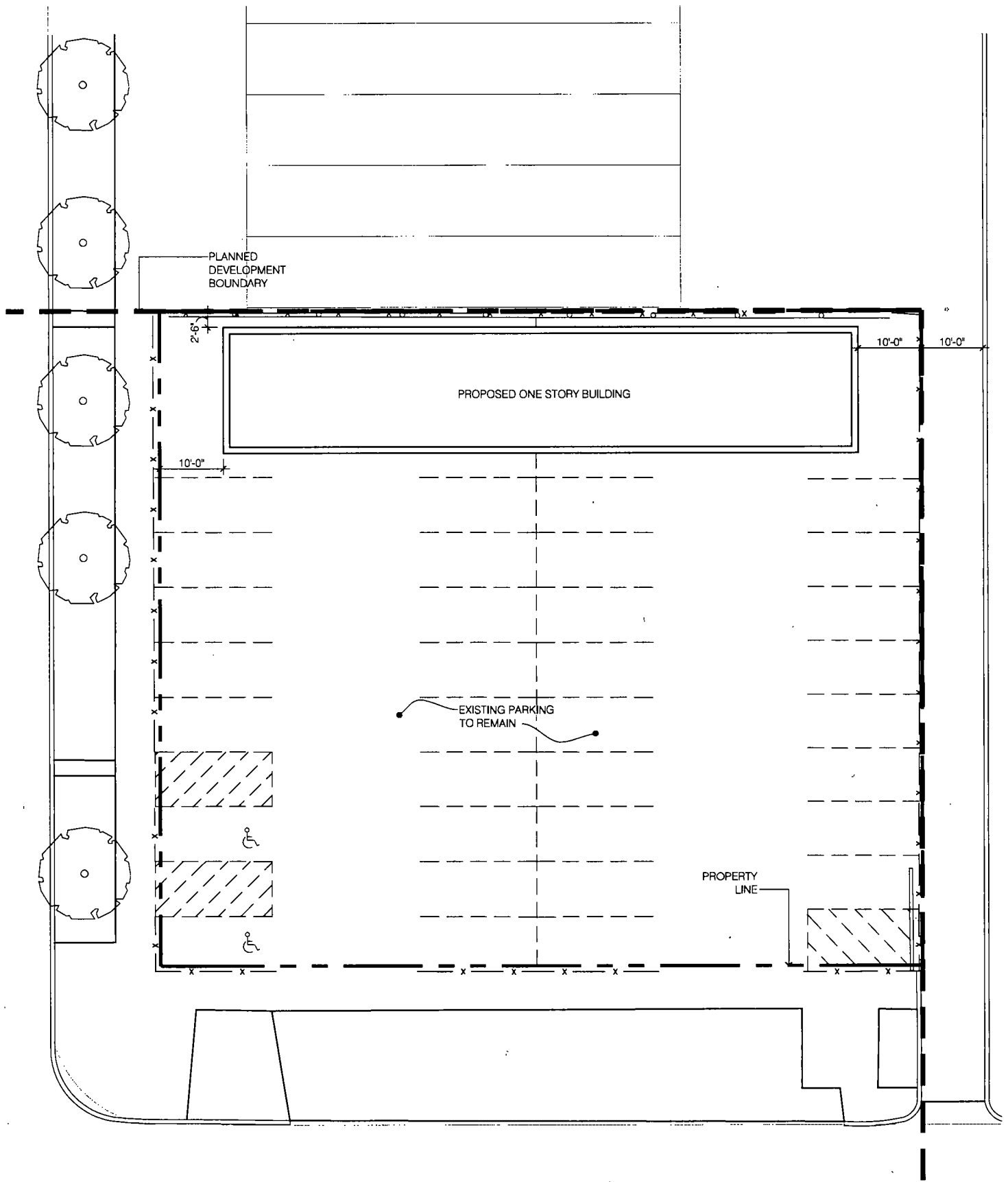
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LANDSCAPE PLAN (SUB-AREA B)

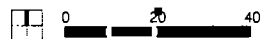


APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W ADDISON STREET
 DATE SUBMITTED 16 OCTOBER 2013



LANDSCAPE PLAN (SUB-AREA C)

WAVELAND AVENUE



APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013



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	CODE	BOTANICAL NAME	COMMON NAME	QTY	HT	SPRD	ROOT	REMARKS
SHRUBS	DS	DIERVILLA SESSILIFOLIA	SOUTHERN BUSH HONEYSUCKLE	-	24"	-	#5	4'-0" ON CENTER
	JCSG	JUNIPERUS CHINENSIS SEA GREEN	SEA GREEN JUNIPER	-	-	24"	#5	4'-0" ON CENTER
	JHP	JUNIPERUS HORIZONTALIS	ANDORRA COMPACT JUNIPER	-	-	18"	#5	3'-0" ON CENTER
	POS	PHYSOCARPUS OPULIFOLIUS 'SEWARD'	SUMMER WINE NINEBARK	-	36"	-	#5	4'-0" ON CENTER
	RAE	RIBES ALPINUM	ALPINE CURRANT	-	24"	-	#5	4'-0" ON CENTER
	RAGL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	-	-	24"	#5	3'-0" ON CENTER
	RPKO	ROSA X 'PINK KNOCK OUT'	PINK KNOCKOUT ROSE	-	-	24"	#3	3'-0" ON CENTER
	RRKO	ROSA X 'RED KNOCK OUT'	RED KNOCKOUT ROSE	-	-	24"	#3	3'-0" ON CENTER
	SBG	SPIREA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	-	-	24"	#3	3'-0" ON CENTER
	TMW	TAXUS X MEDIA 'WARDII'	WARDS YEW	-	-	30"	B&B	3'-0" ON CENTER
GRASSES	CAKF	CALAMAGROSTIS ACUTIFLORA 'KARL FORESTER'	KARL FORESTER FEATHER REED GRASS	-	-	-	#3	2'-0" ON CENTER
	MCM	MOLINIA CAERULEA 'MOORFLAMME'	MOORFLAMME PURPLE MOOR GRASS	-	-	-	#1	1'-6" ON CENTER
	MSP	MISCANTHUS SINENSIS 'PURPURASCENS'	PURPLE MAIDEN GRASS	-	-	-	#3	3'-0" ON CENTER
	PVS	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH RED SWITCH GRASS	-	-	-	#1	2'-0" ON CENTER
	PAH	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	-	-	-	#1	2'-0" ON CENTER
	SH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	-	-	-	#1	1'-6" ON CENTER
PERENNIALS / GROUND COVER	EFC	EUONYMUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTER CREEPER	-	-	-	QT	1'-0" ON CENTER
	EPM	ECHINACEA PURPUREA 'MAGNUS'	MAGNUS PURPLE CONEFLOWER	-	-	-	#1	1'-6" ON CENTER
	HSM	HEMEROCALLIS SPECIES MIX	DAYLILY	-	-	-	#1	1'-6" ON CENTER
	NF	NEPETA X FAASSENII	CATMINT	-	-	-	#1	1'-6" ON CENTER
VINES	PQ	PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	-	-	-	#1	3'-0" ON CENTER
	CR	CAMPIS RADICANS	TRUMPET VINE	-	-	-	QT	SEE PLANS FOR SPACING
	HH	HEDERA HELIX 'THORNDALÉ'	THORNDALÉ ENGLISH IVY	-	-	-	#3	SEE PLANS FOR SPACING
	HAP	HYDRANGEA ANOMALA SUBSP. PETIOLARIS	CLIMBING HYDRANGEA	-	-	-	#3	SEE PLANS FOR SPACING
	LBDS	LONICERA X BROWNII 'DROPMORE SCARLET'	DROPMORE SCARLET BROWN'S TRUMPET HONEYSUCKLE	-	-	-	QT	SEE PLANS FOR SPACING
	PT	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	-	-	-	QT	SEE PLANS FOR SPACING

PLANT PALETTE

NO LANDSCAPE PROPOSED DUE TO AREA CONSTRAINTS, PEDESTRIAN CIRCULATION AND QUEUING REQUIREMENTS.

SUB-AREA A

	CODE	BOTANICAL NAME	COMMON NAME	QTY	CAL	ROOT	REMARKS
TREES	COC	CELTIS OCCIDENTALIS 'CHICAGOLAND'	CHICAGOLAND COMMON HACKBERRY	3	2.5"	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	GTIS	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYLINE'	SKYLINE THORNLESS HONEYLOCUST	4	2.5"	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	UCMG	ULMUS CARPINIFOLIA 'MORTON GLOSSY'	TRIUMPH ELM	7	2.5"	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY

SUB-AREA B TREES

	BOTANICAL NAME	COMMON NAME	REMARKS
SEDUMS	ALLIUM SENESCENS 'SUMMER BEAUTY'	SUMMER BEAUTY ORNAMENTAL ONION	ALL TRAYS TO BE PRE-GROWN TO 95% COVERAGE AT TIME OF INSTALLATION
	SEDUM ALBUM	WHITE FLOWERED SEDUM	
	SEDUM KAMTSCHATICUM 'TAKAHIRA DAKE'	'TAKAHIRA DAKE' KAMTSCHATKA SEDUM	
	SEDUM MIDDENDORFFIANUM VAR. DIFFUSUM	DIFFUSE MIDDENDORF'S SEDUM	
	SEDUM SPURIUM 'ALBUM SUPERBUM'	WHITE FLOWERED SEDUM	
	SEDUM SPURIUM 'ROSEUM'	PINK FLOWERED SEDUM	
	SEDUM TAKESIMENSE 'GOLD CARPET'	'GOLD CARPET' SEDUM	
	SEDUM SPECTABILE 'NEON'	SHOWY STONECROP	

SUB-AREA B AND D GREEN ROOF AREAS

	CODE	BOTANICAL NAME	COMMON NAME	QTY	CAL	ROOT	REMARKS
TREES	GTIS	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYLINE'	SKYLINE THORNLESS HONEYLOCUST	3	2.5"	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	PCC	PYRUS CALLERYANA 'CLEVELAND'S SELECT'	CHANTICLEER PEAR	2	2.5"	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY

SUB-AREA C TREES

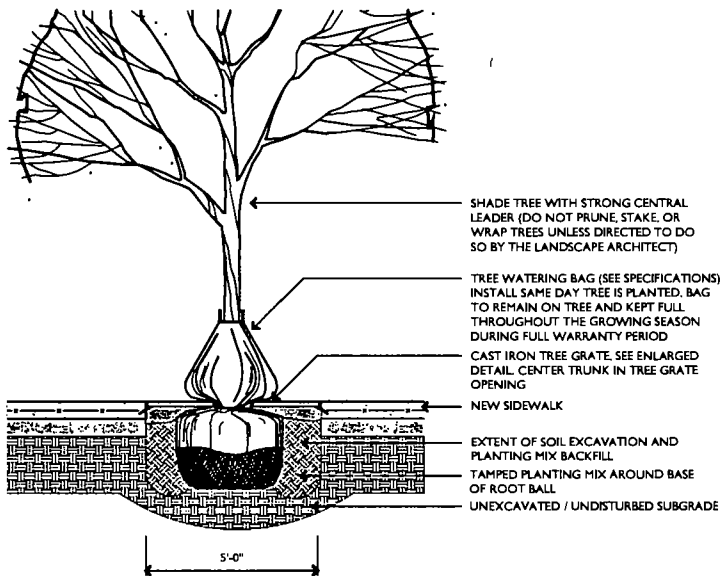
NO LANDSCAPE PROPOSED DUE TO AREA CONSTRAINTS.

SUB-AREA D

LANDSCAPE PLANT LIST

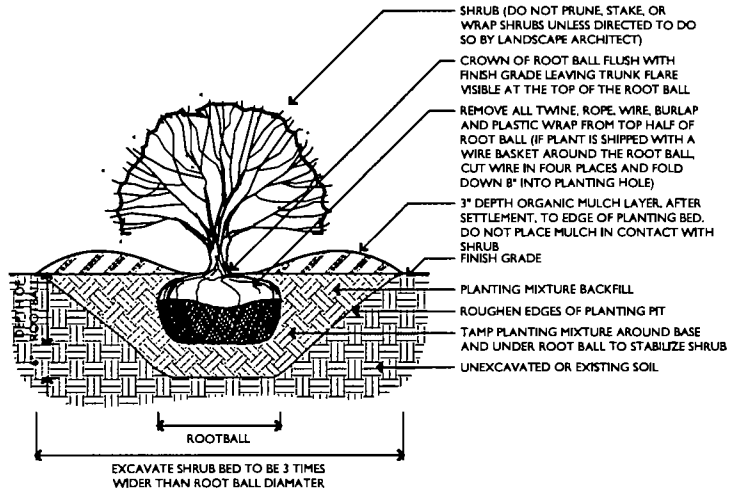
APPLICANT WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED 16 OCTOBER 2013





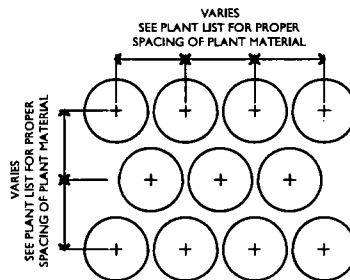
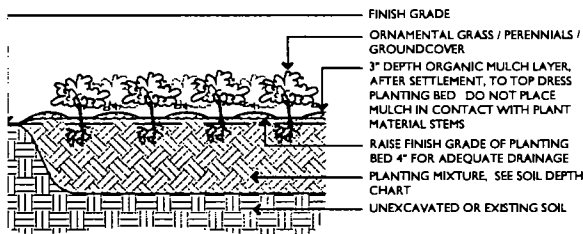
1 DECIDUOUS TREES IN TREE GRATE

SCALE 3/16" = 1'-0"



2 SHRUB INSTALLATION

SCALE: 3/8" = 1'-0"



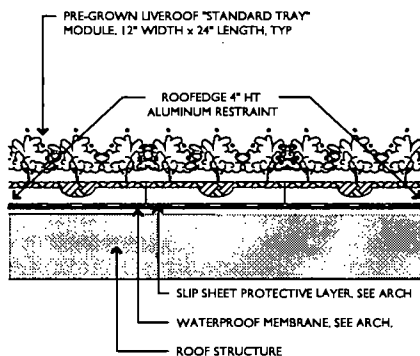
NOTE: THE CONTRACTOR IS TO SUPPLY SOIL FILL MATERIAL TO THE DEPTHS INDICATED ON THE CHART BELOW.

LANDSCAPE AREAS	DEPTH IN INCHES
LAWN AREAS (SOD)	12
LAWN AREAS (SEED)	NA
PLANTING BEDS - PERENNIALS	18 PLANTING MIX
PLANTING BEDS - MEDIUM AND SMALL SHRUBS	18 PLANTING MIX
RAISED PLANTERS	48 PLANTING MIX
SHADE AND ORNAMENTAL TREES	PER TREE INSTALLATION DETAIL

3 GROUNDCOVER AND PERENNIAL INSTALLATION

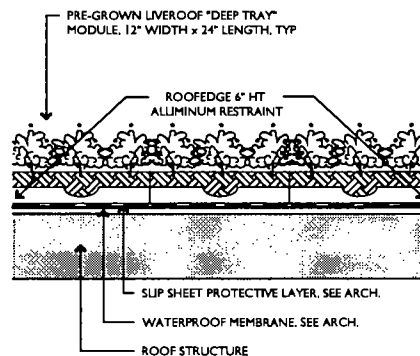
SCALE: 3/8" = 1'-0"

4 SOIL DEPTH CHART



5 4" DEPTH LIVEROOF GREEN ROOF TRAY

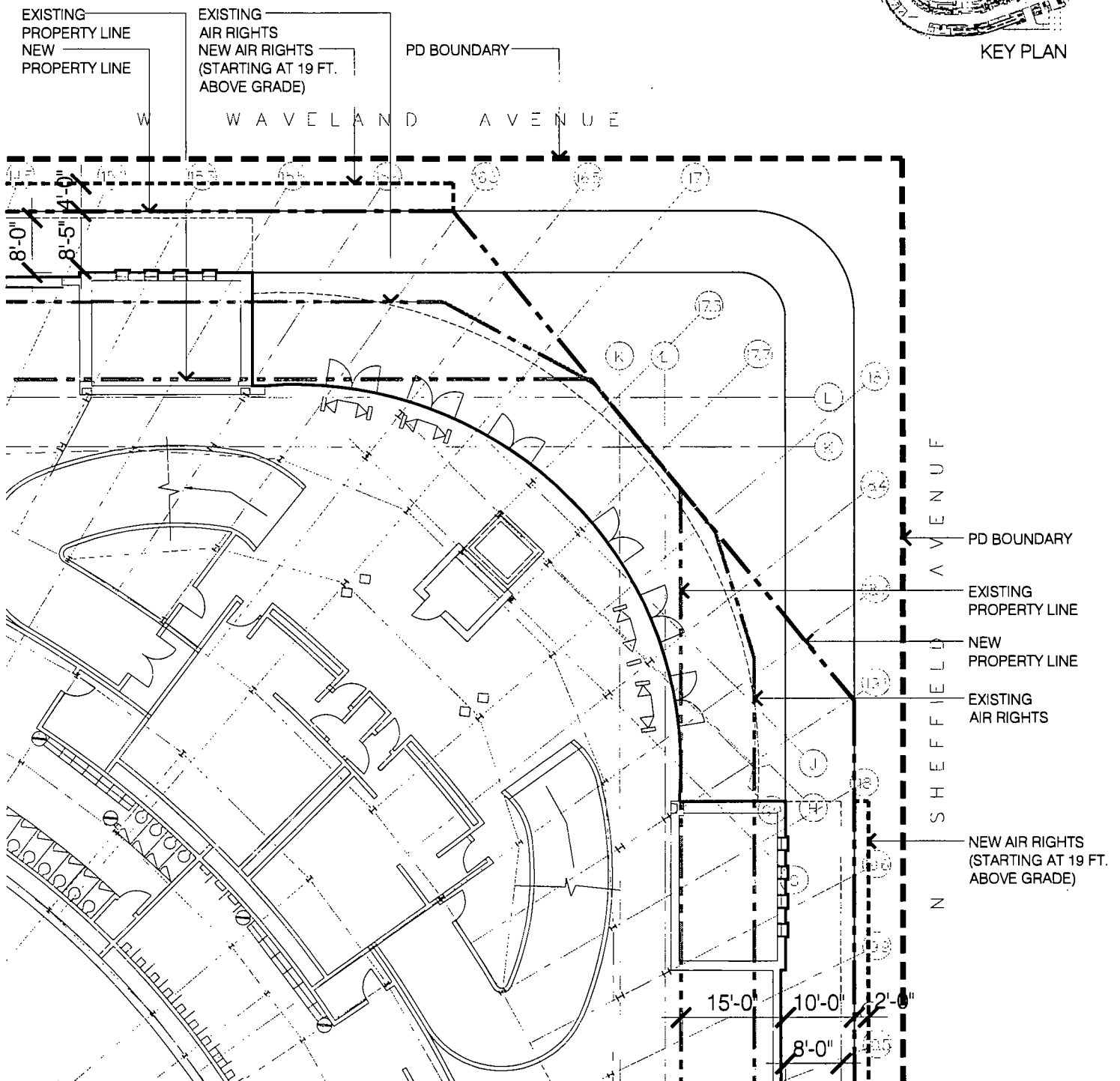
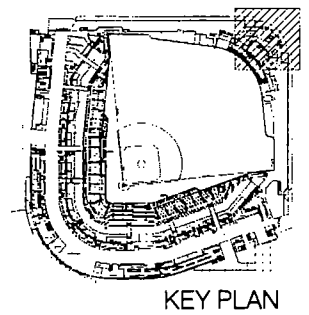
SCALE: 3/8" = 1'-0"



6 6" DEPTH LIVEROOF GREEN ROOF TRAY

SCALE: 3/8" = 1'-0"

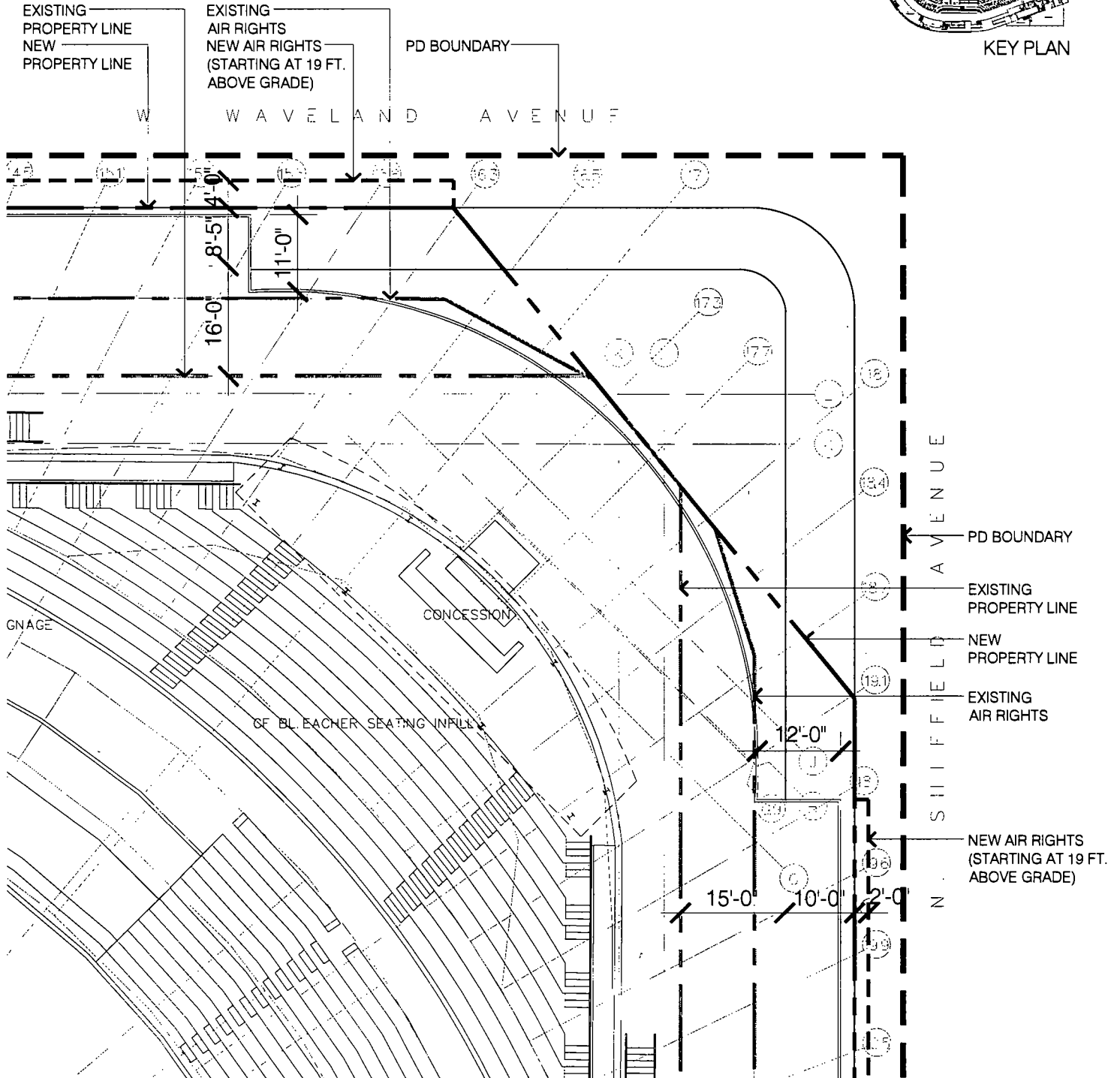
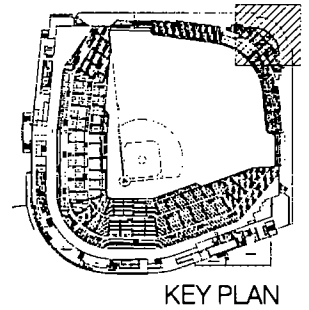
LANDSCAPE ENLARGED PLANT DETAILS



SHEFFIELD & WAVELAND WALL EXPANSION PLAN - CONCOURSE LEVEL (SUB-AREA A)



APPLICANT WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED 16 OCTOBER 2013



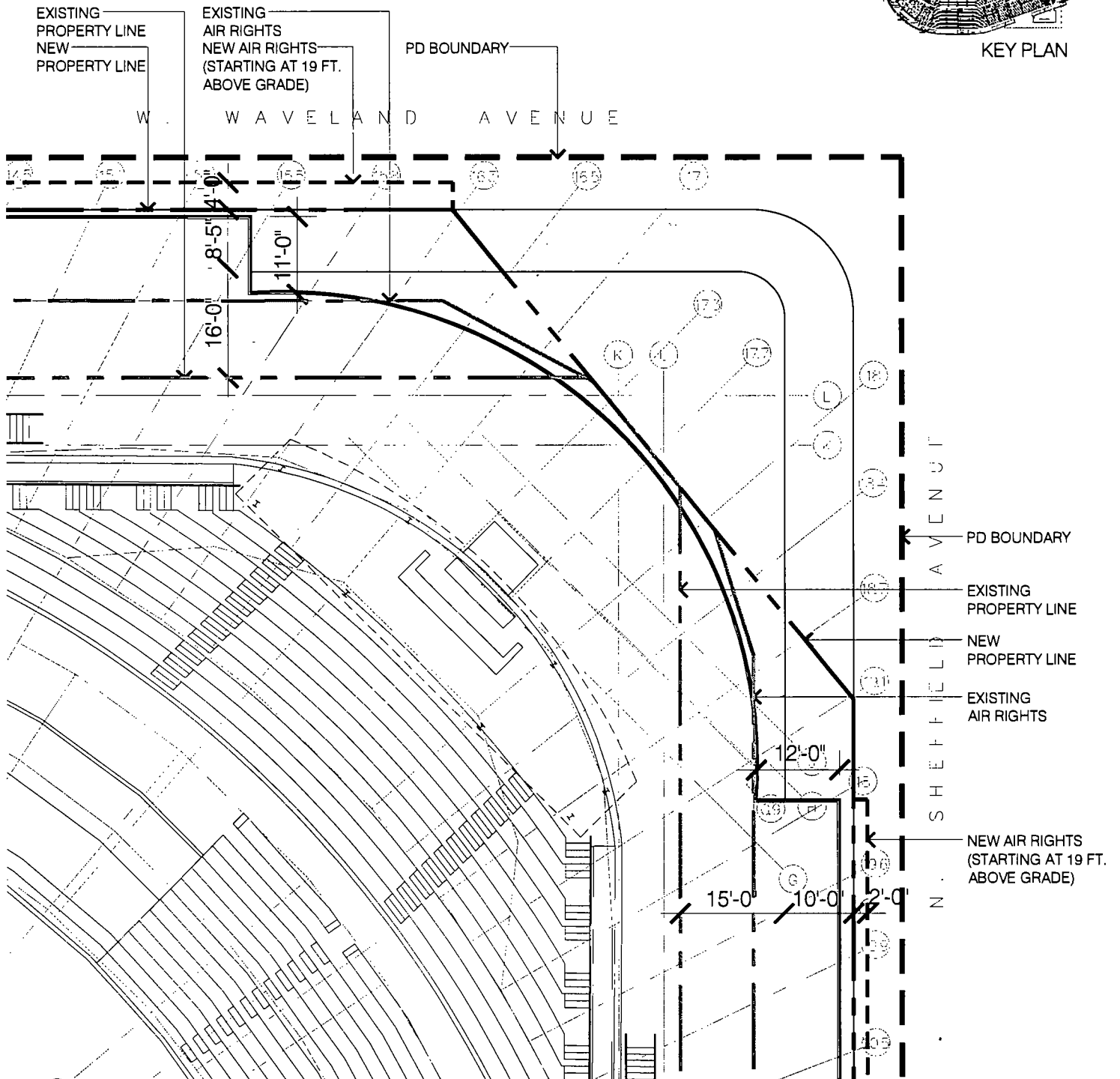
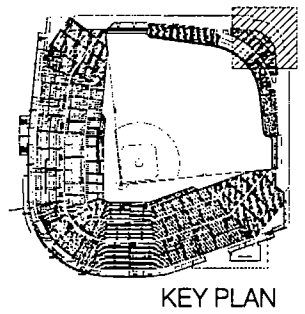
SHEFFIELD & WAVELAND WALL EXPANSION PLAN - MEZZANINE LEVEL (SUB-AREA A)



APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
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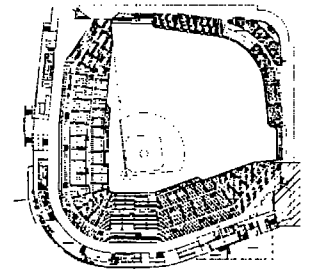
SHEFFIELD & WAVELAND WALL EXPANSION PLAN - BOWL LEVEL (SUB-AREA A)



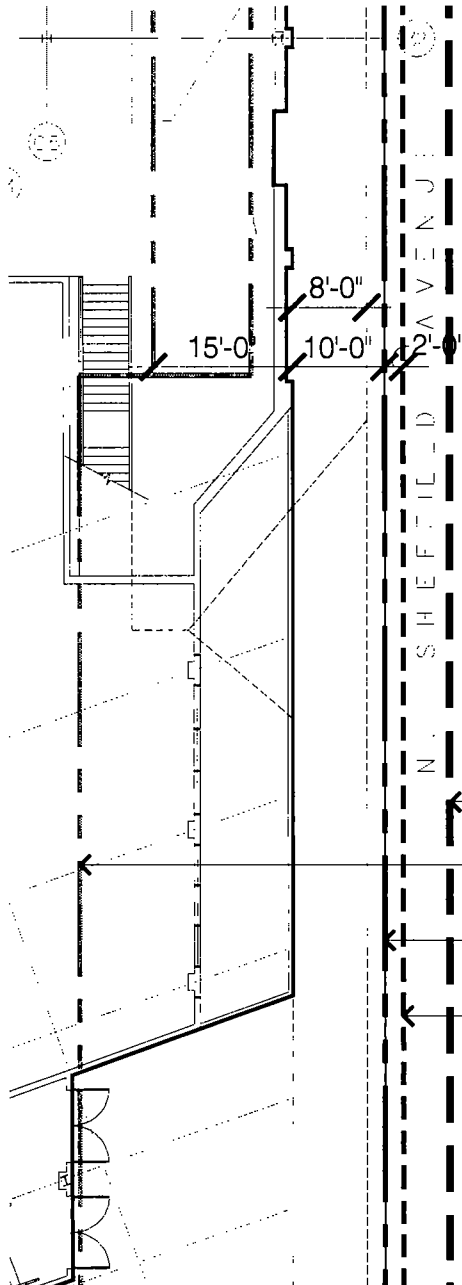
APPLICANT WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
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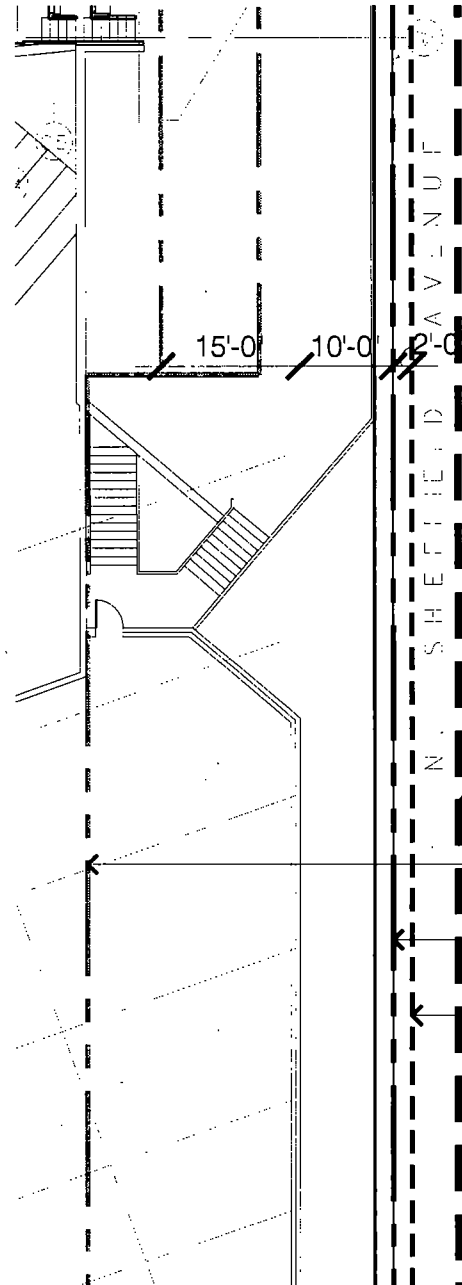
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KEY PLAN



PD BOUNDARY
EXISTING
PROPERTY LINE
NEW
PROPERTY LINE
NEW AIR RIGHTS
(STARTING AT 19 FT.
ABOVE GRADE)



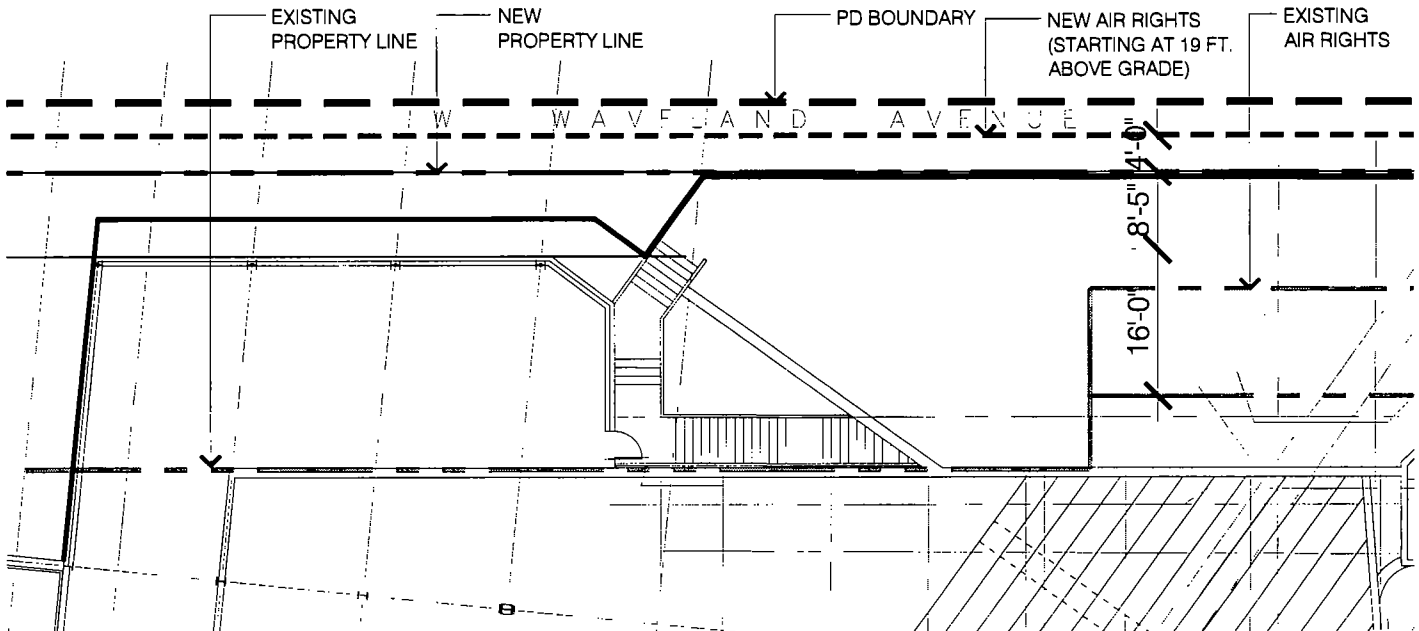
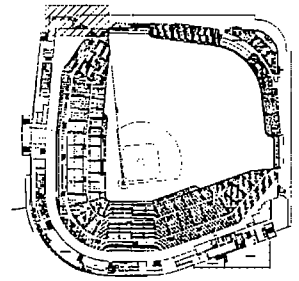
PD BOUNDARY
EXISTING
PROPERTY LINE
NEW
PROPERTY LINE
NEW AIR RIGHTS
(STARTING AT 19 FT.
ABOVE GRADE)

EXPANSION PLAN - CONCOURSE, MEZZANINE LEVEL - RIGHT FIELD (SUB-AREA A)

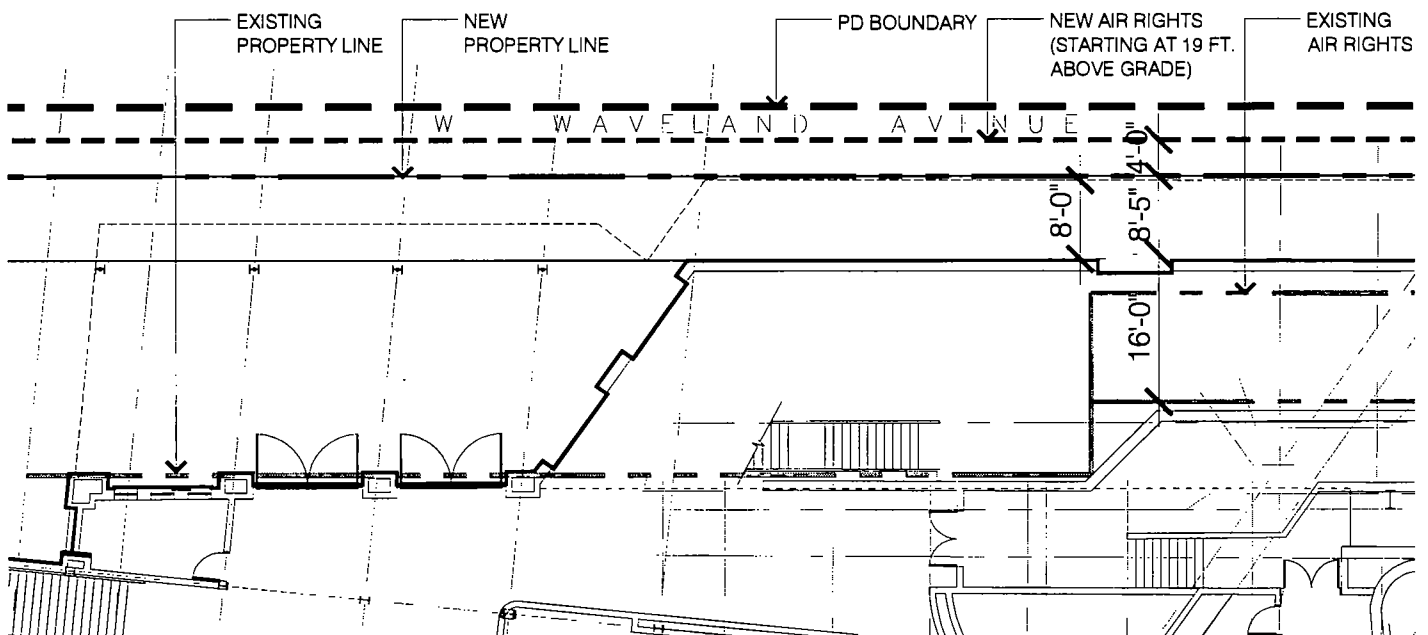


APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013

KEY PLAN

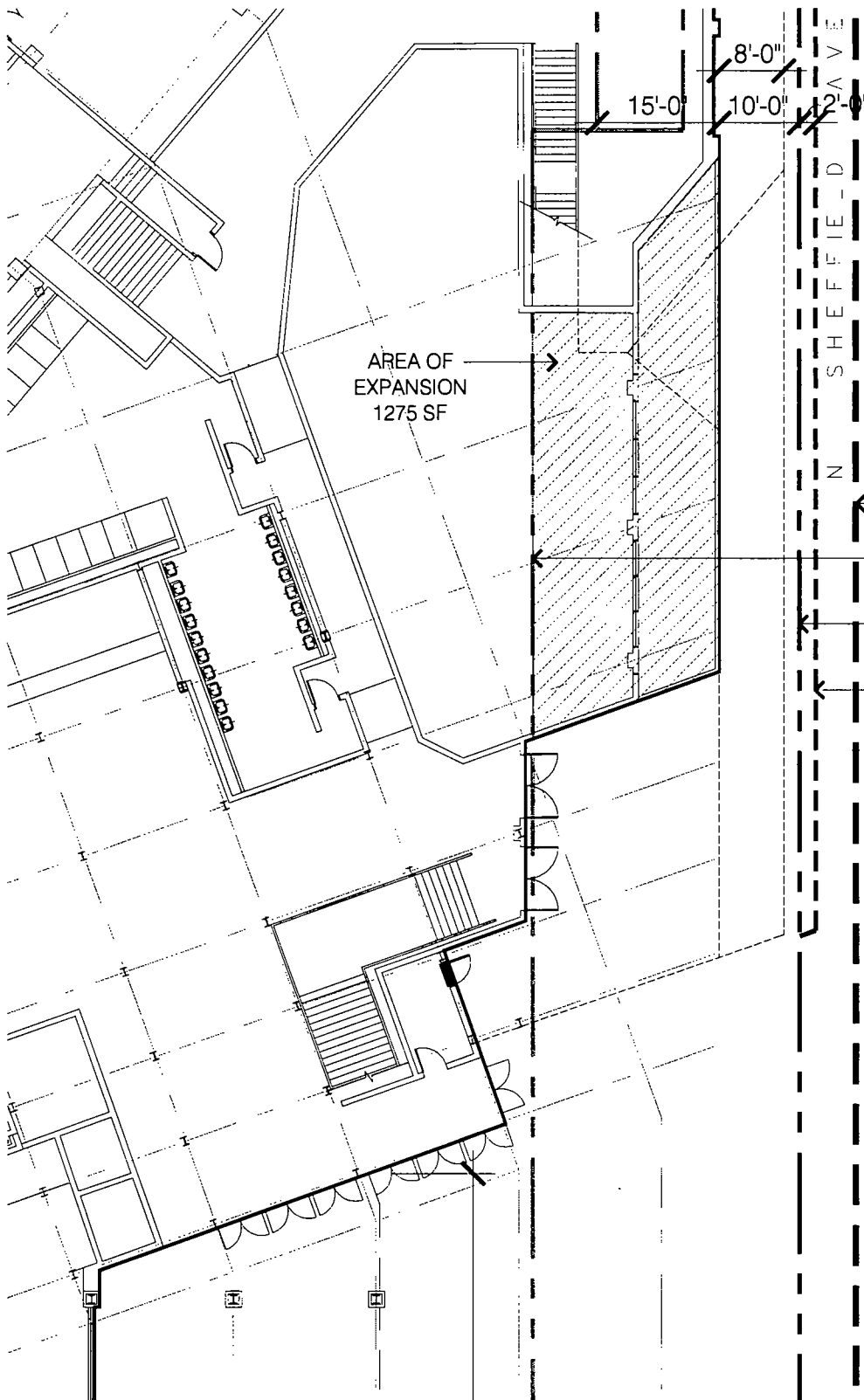


EXPANSION PLAN - MEZZANINE LEVEL - LEFT FIELD (SUB-AREA A)



EXPANSION PLAN - CONCOURSE LEVEL - LEFT FIELD (SUB-AREA A)





- ← PD BOUNDARY
- ← EXISTING PROPERTY LINE
- ← NEW PROPERTY LINE
- ← NEW AIR RIGHTS (STARTING AT 19 FT. ABOVE GRADE)

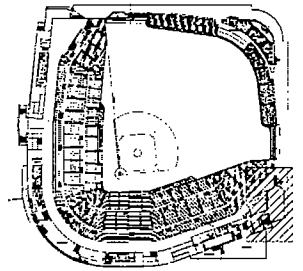
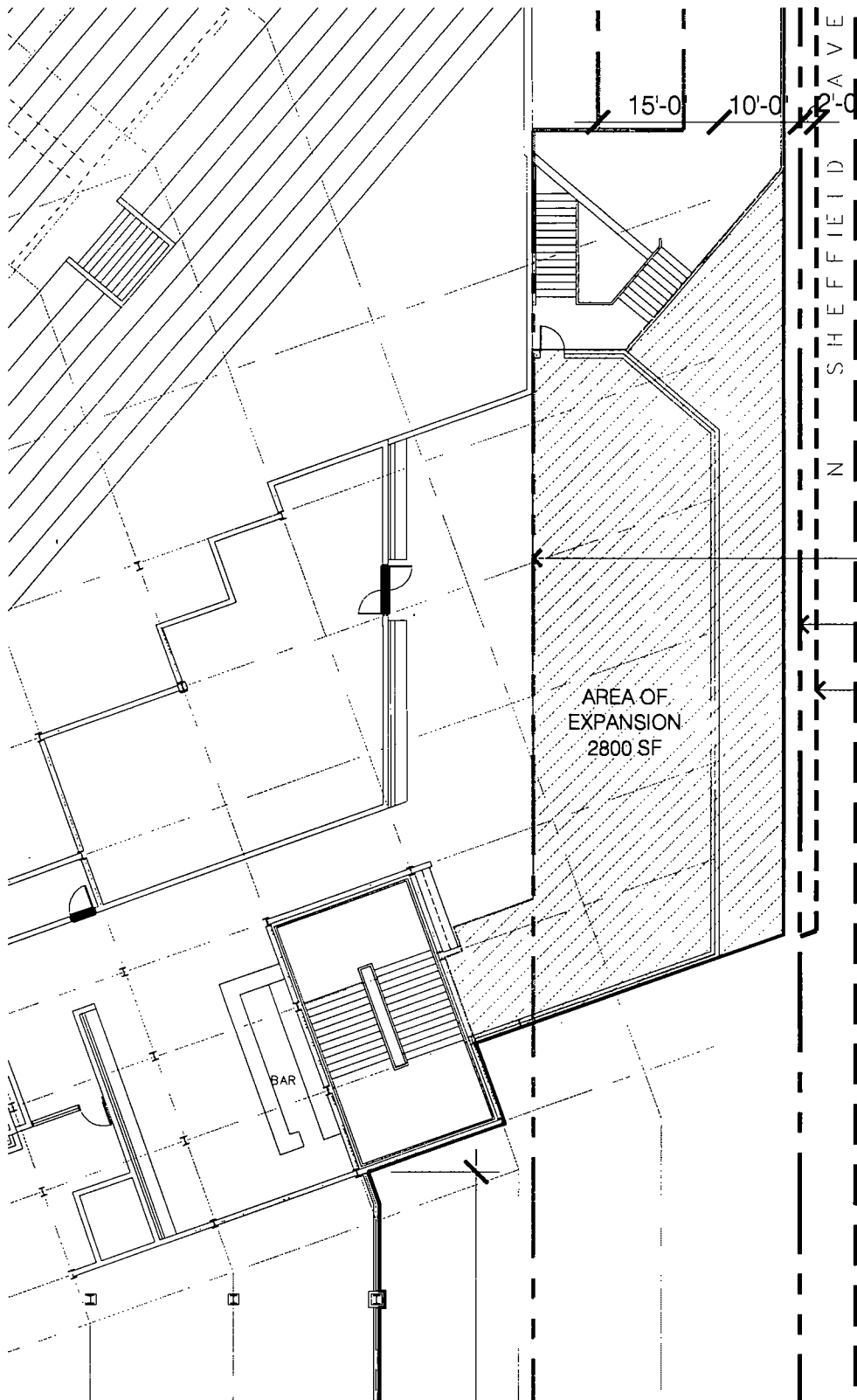
EXPANSION PLAN - CONCOURSE LEVEL (SUB-AREA A)



APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
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KEY PLAN

PD BOUNDARY

EXISTING
PROPERTY LINE

NEW
PROPERTY LINE

NEW AIR RIGHTS
(STARTING AT 19 FT.
ABOVE GRADE)

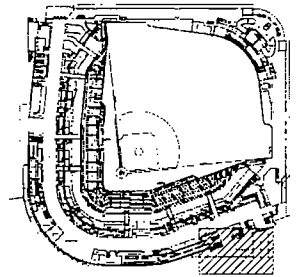
EXPANSION PLAN - MEZZANINE LEVEL (SUB-AREA A)



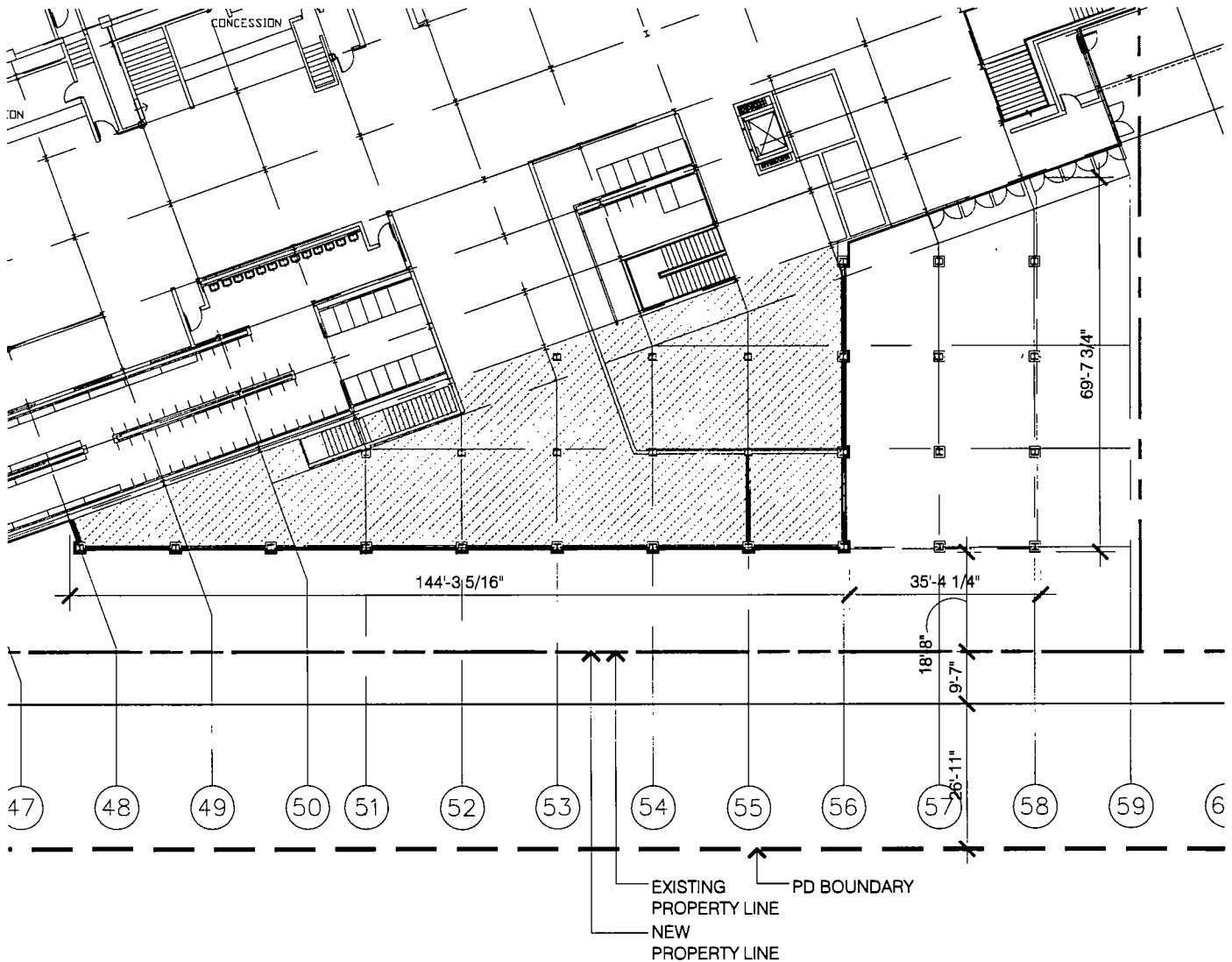
APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
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KEY PLAN



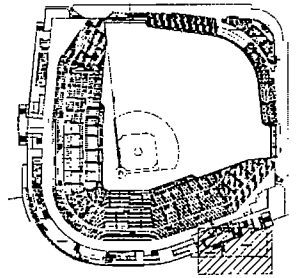
EXPANSION PLAN - CONCOURSE LEVEL (SUB-AREA A)



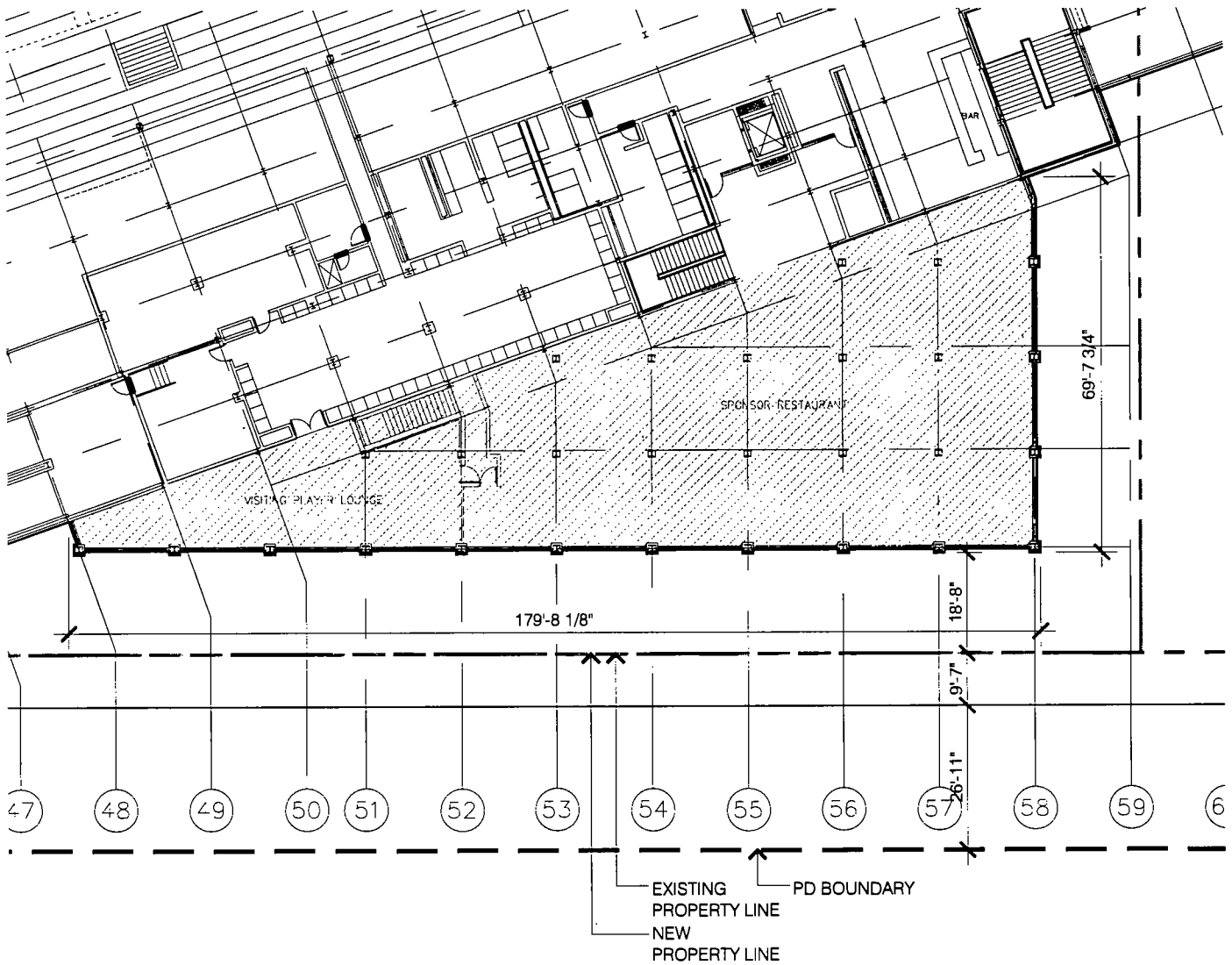
APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
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KEY PLAN



EXPANSION PLAN - MEZZANINE LEVEL (SUB-AREA A)



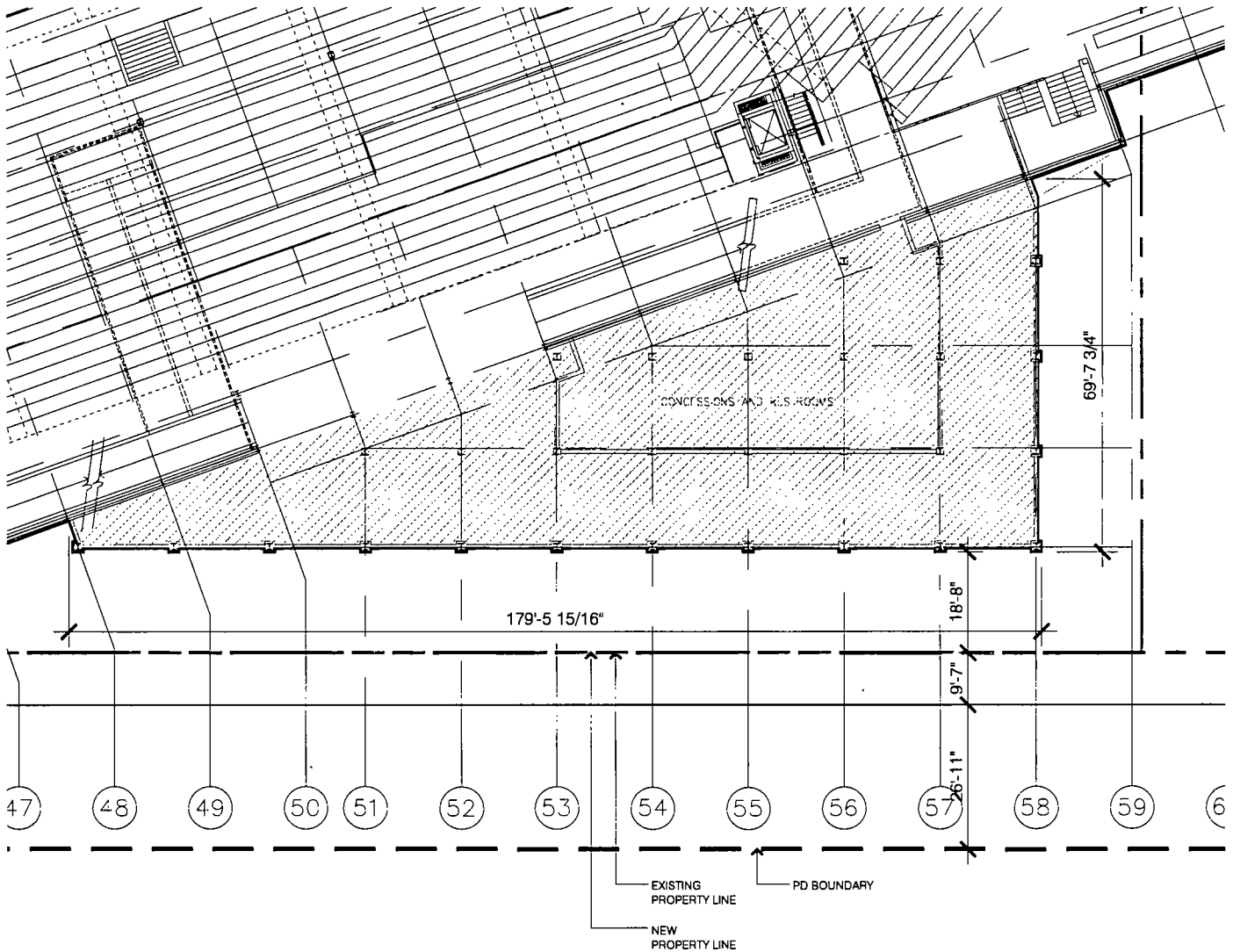
APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
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KEY PLAN



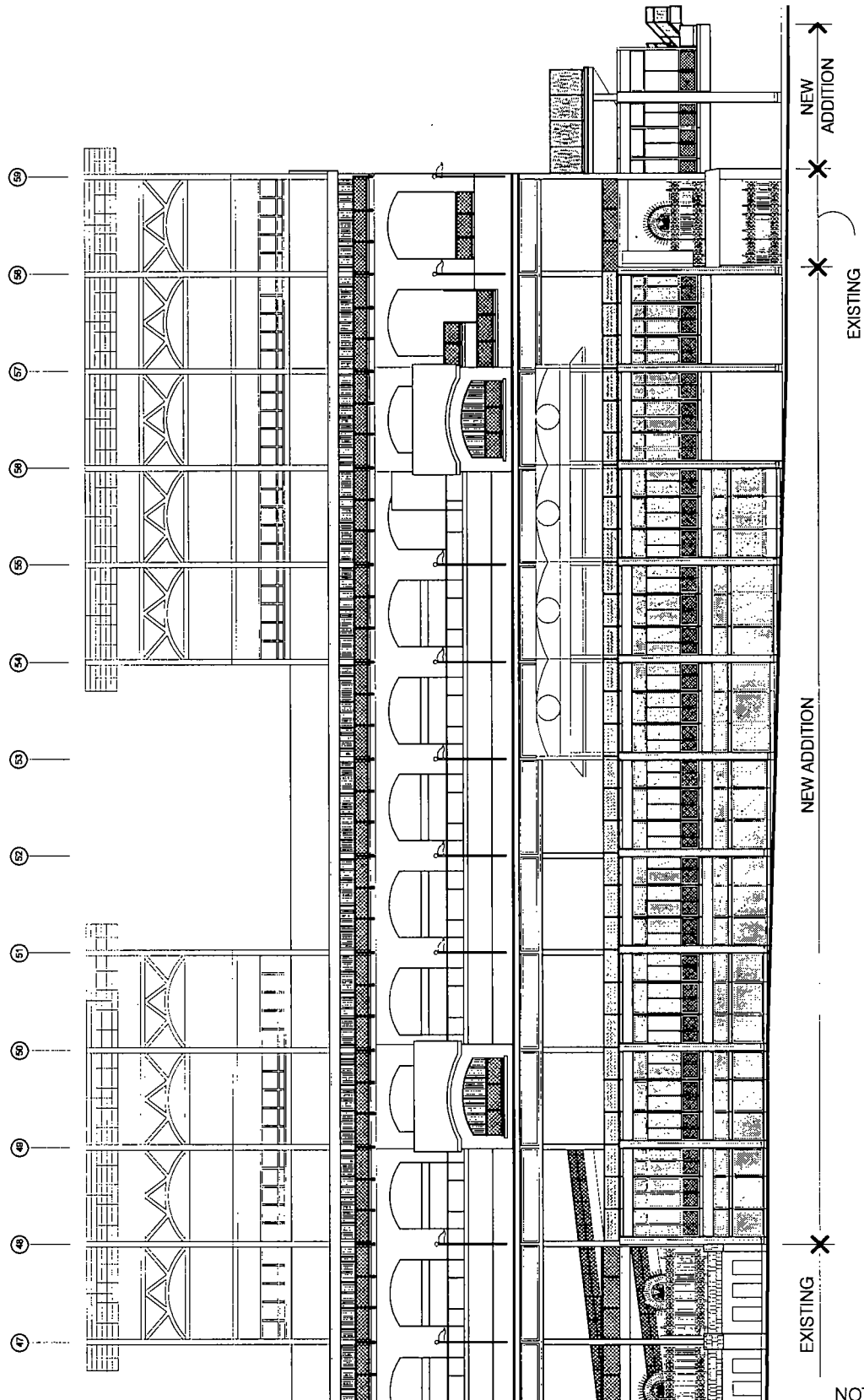
EXPANSION PLAN - BOWL LEVEL (SUB-AREA A)



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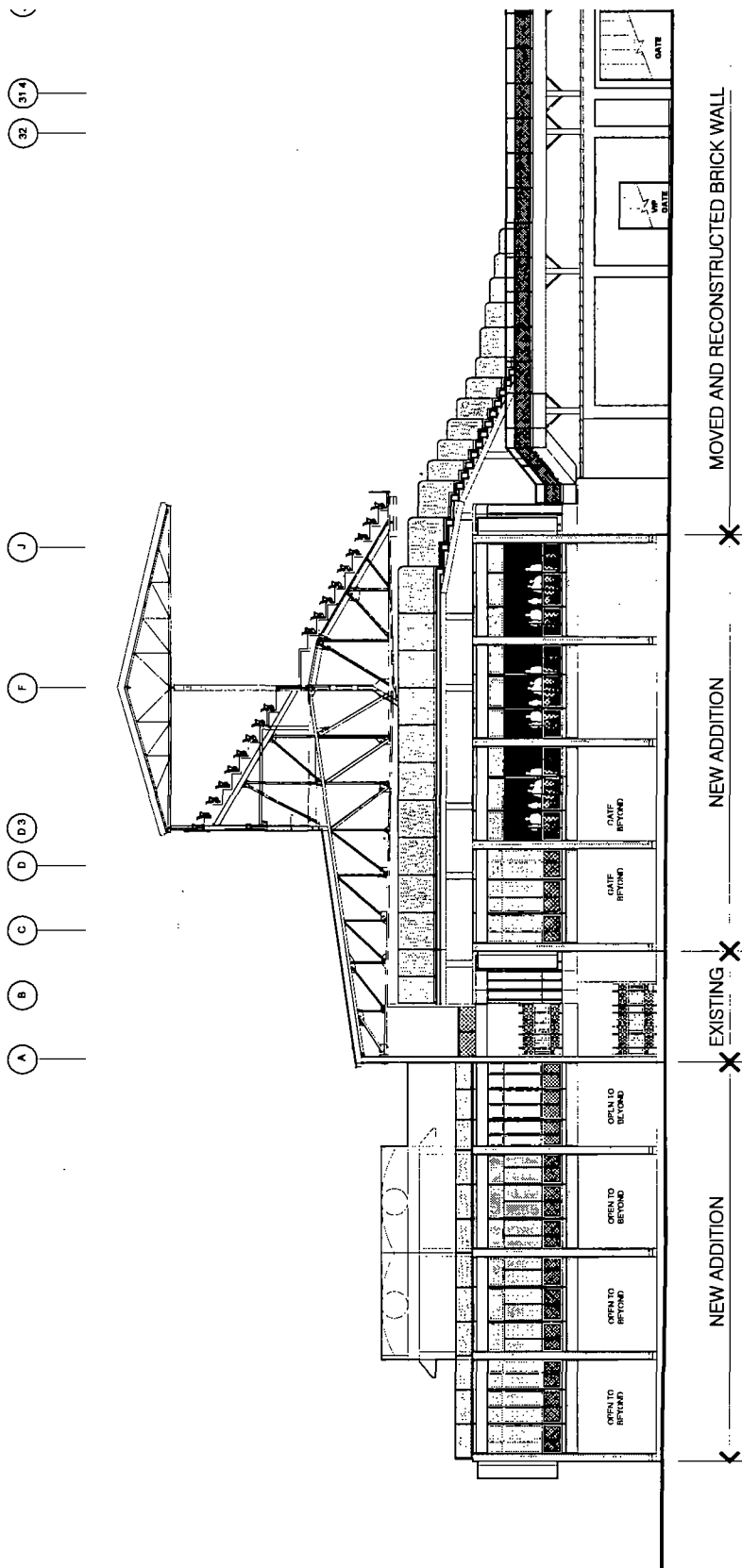
MINI-TRIANGLE EXPANSION ELEVATIONS (SUB-AREA A) (1 OF 2)

APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013

0 15 30



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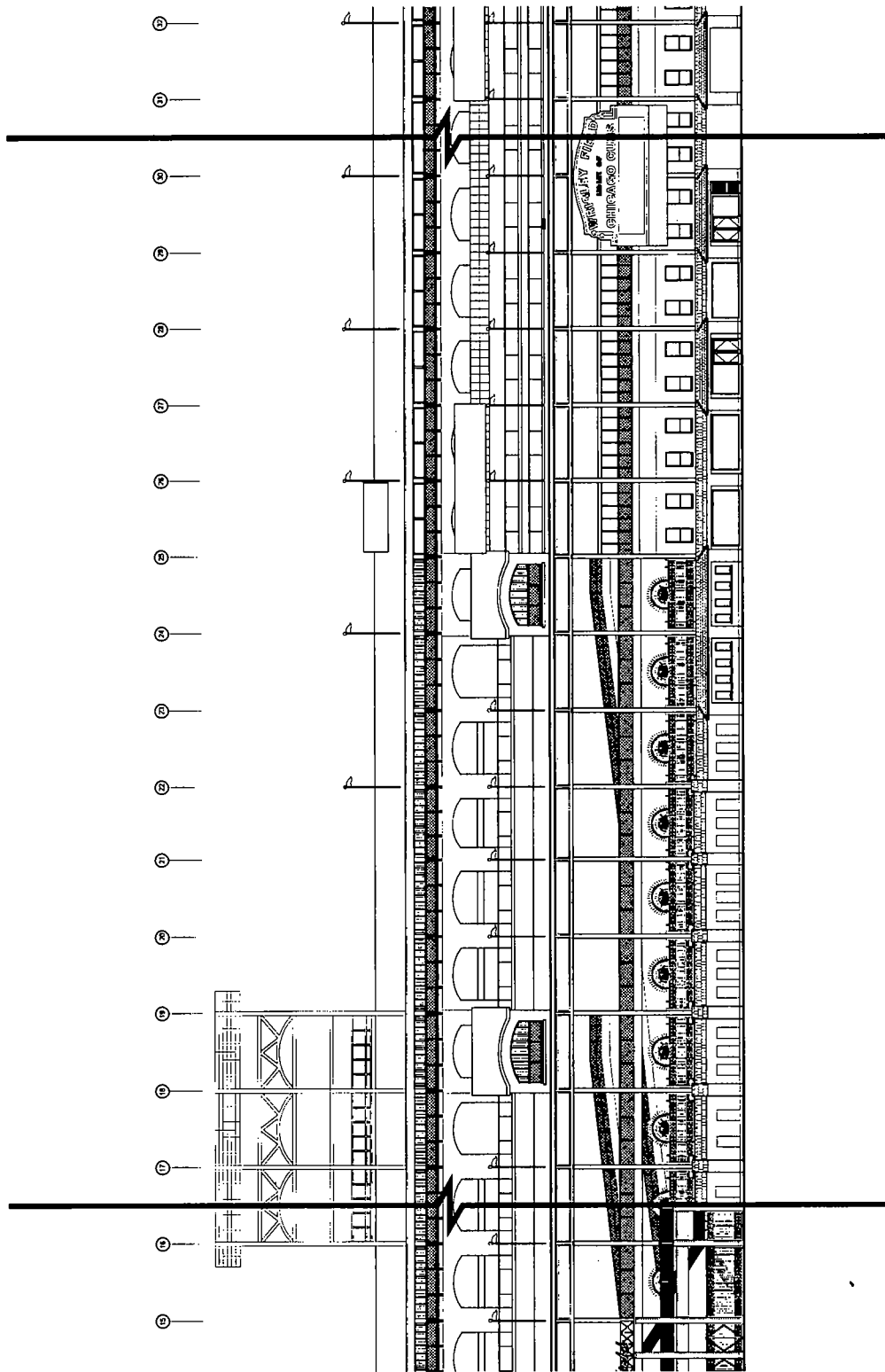
NOTE. SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

MINI-TRIANGLE EXPANSION ELEVATIONS (SUB-AREA A) (2 OF 2)

0 15 30

APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
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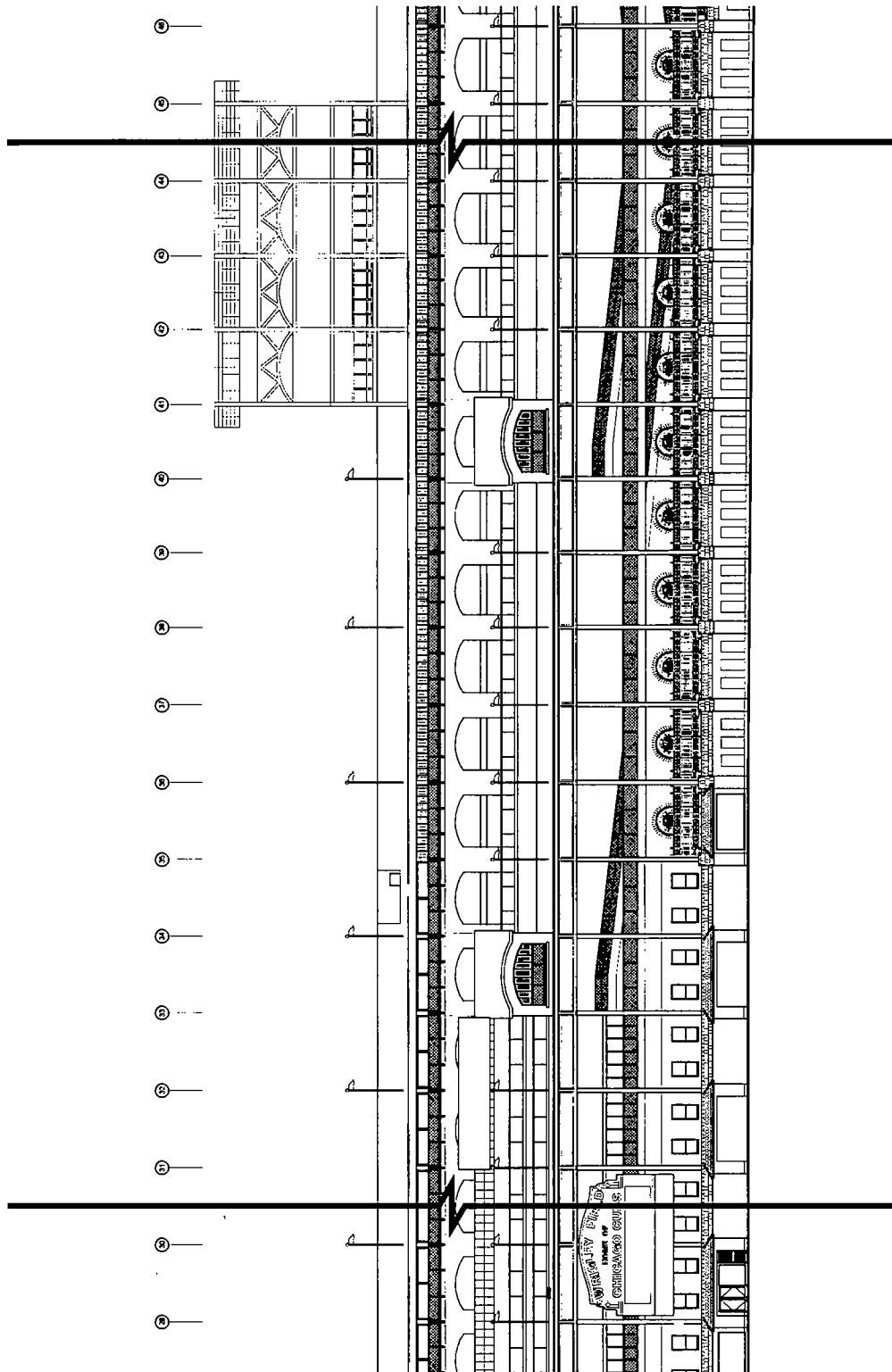
RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (2 OF 8)

0 20 40

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
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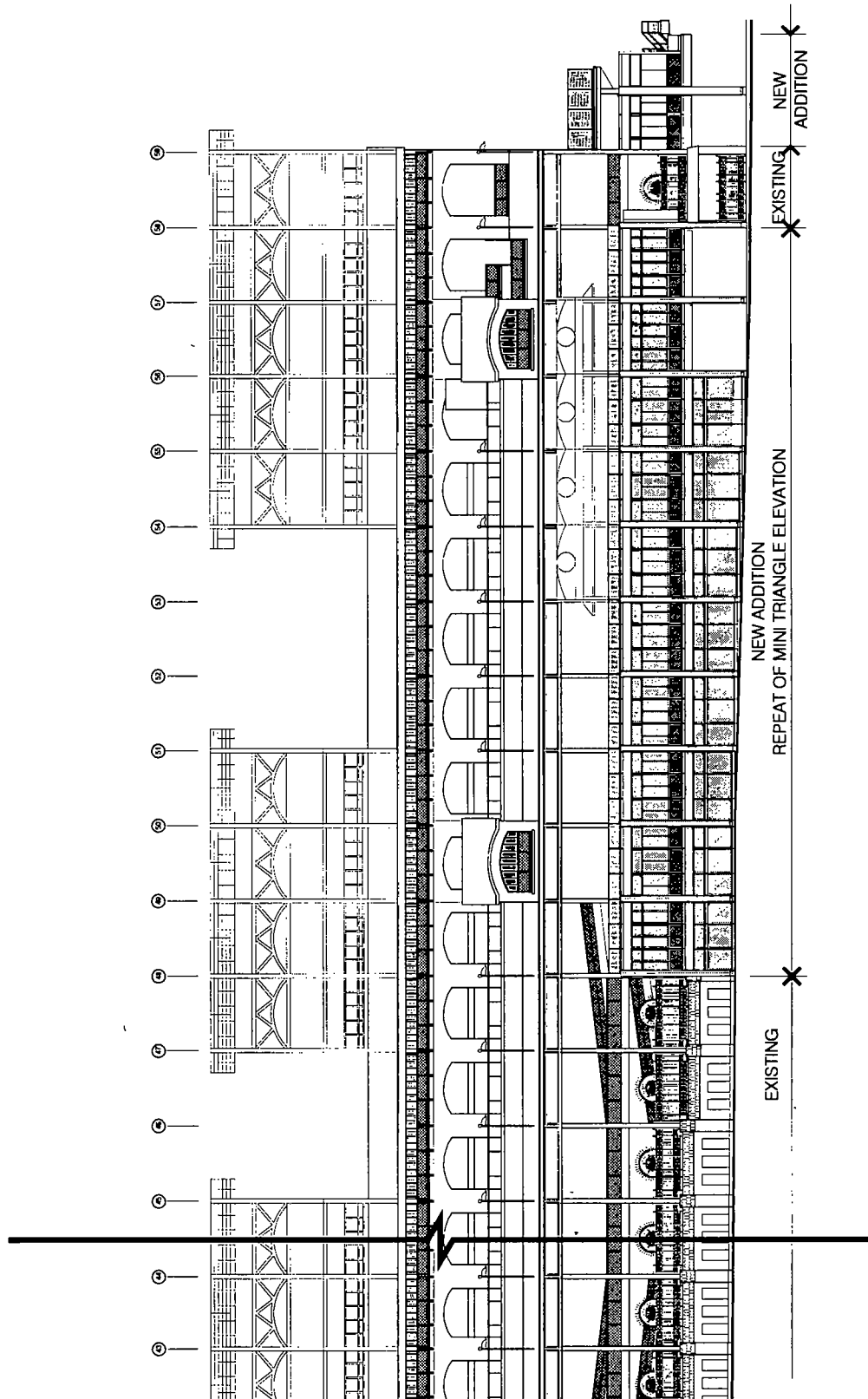
RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (3 OF 8)

0 20 40

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NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

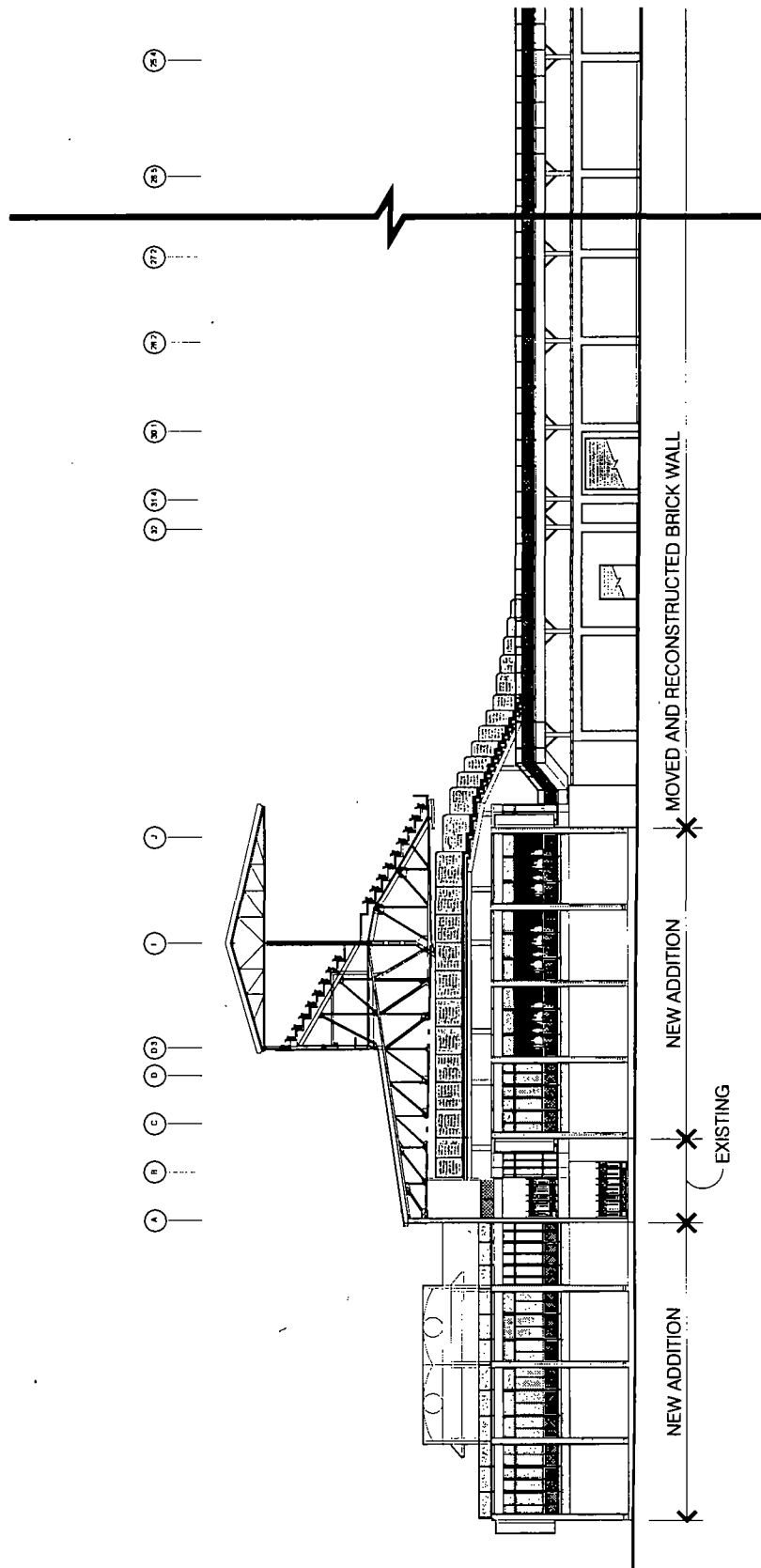
RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (4 OF 8)

0 20 40

APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013



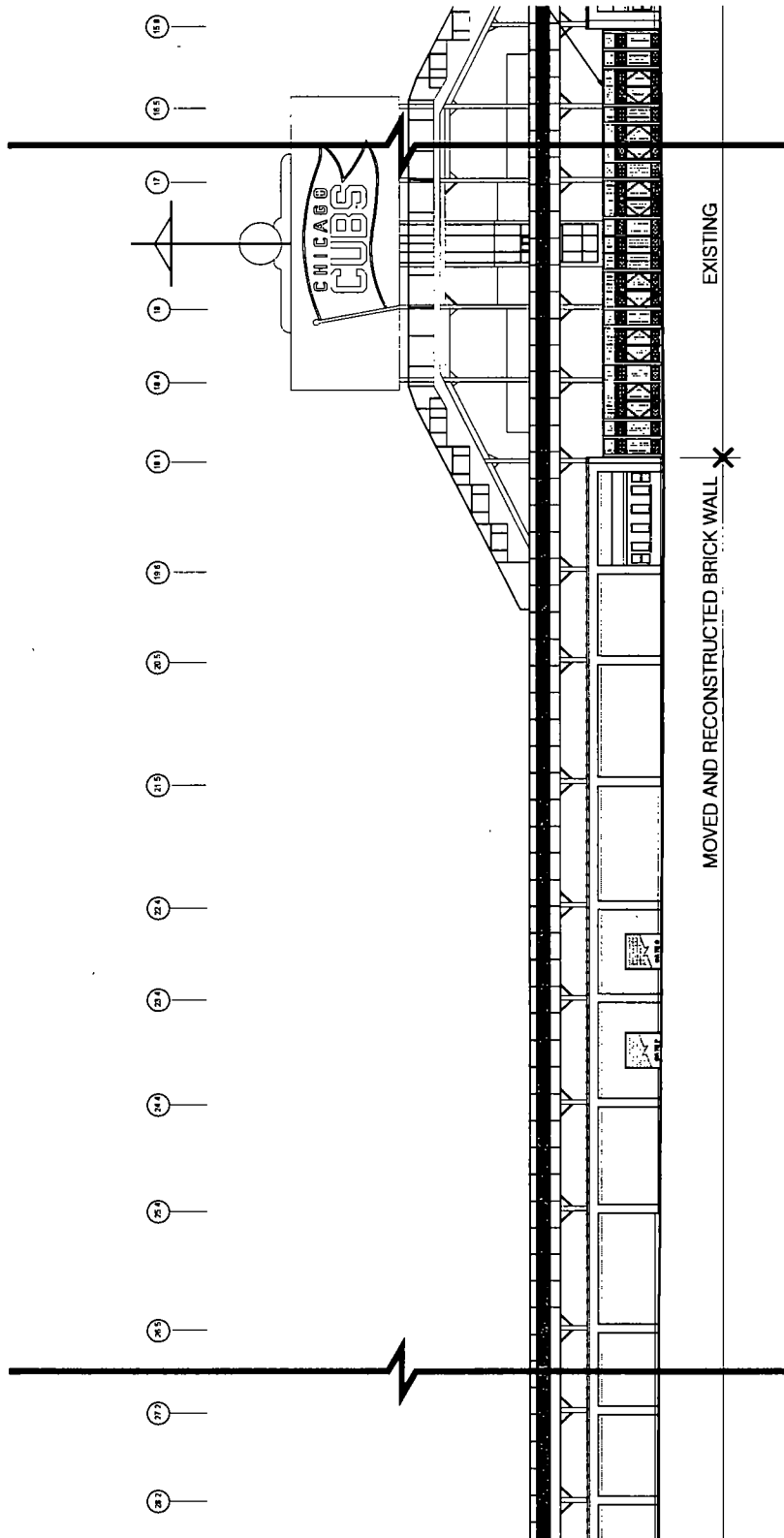
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RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (5 OF 8)

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
ADDRESS: 1060 W. ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013



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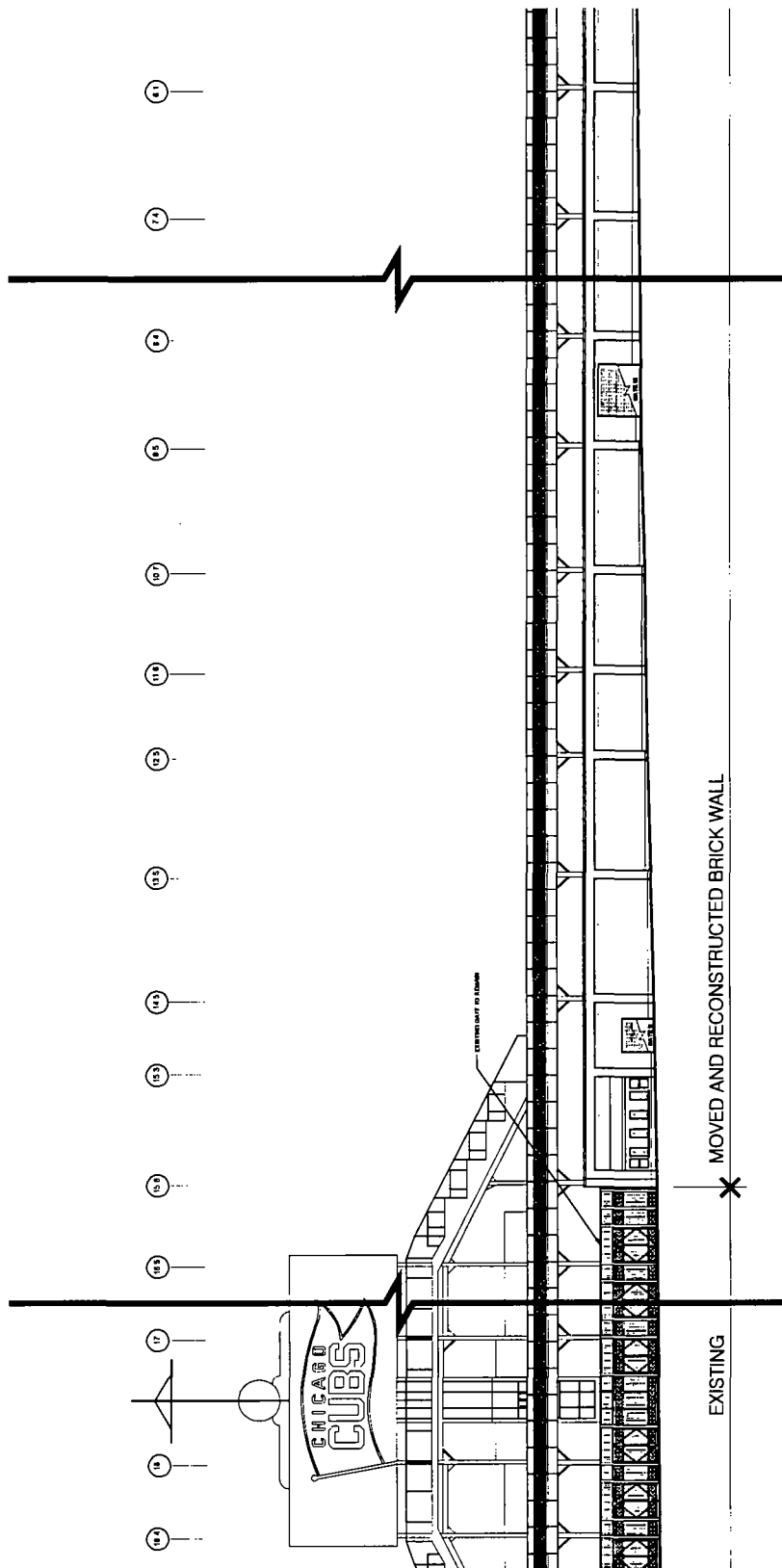
RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (6 OF 8)

0' 20' 40'

APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W. ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013



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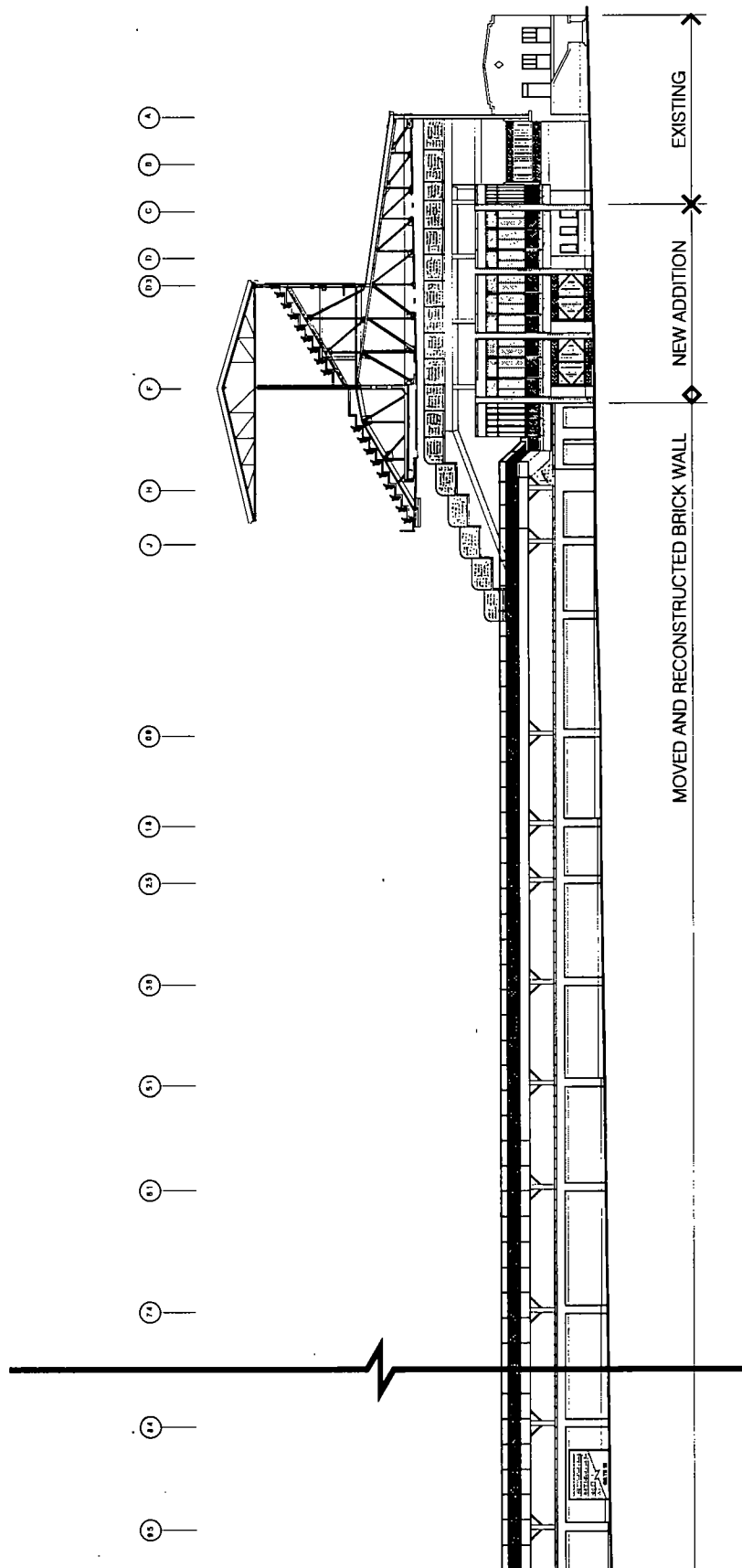
RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (7 OF 8)

0 20 40

APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS 1060 W ADDISON STREET
DATE SUBMITTED 16 OCTOBER 2013



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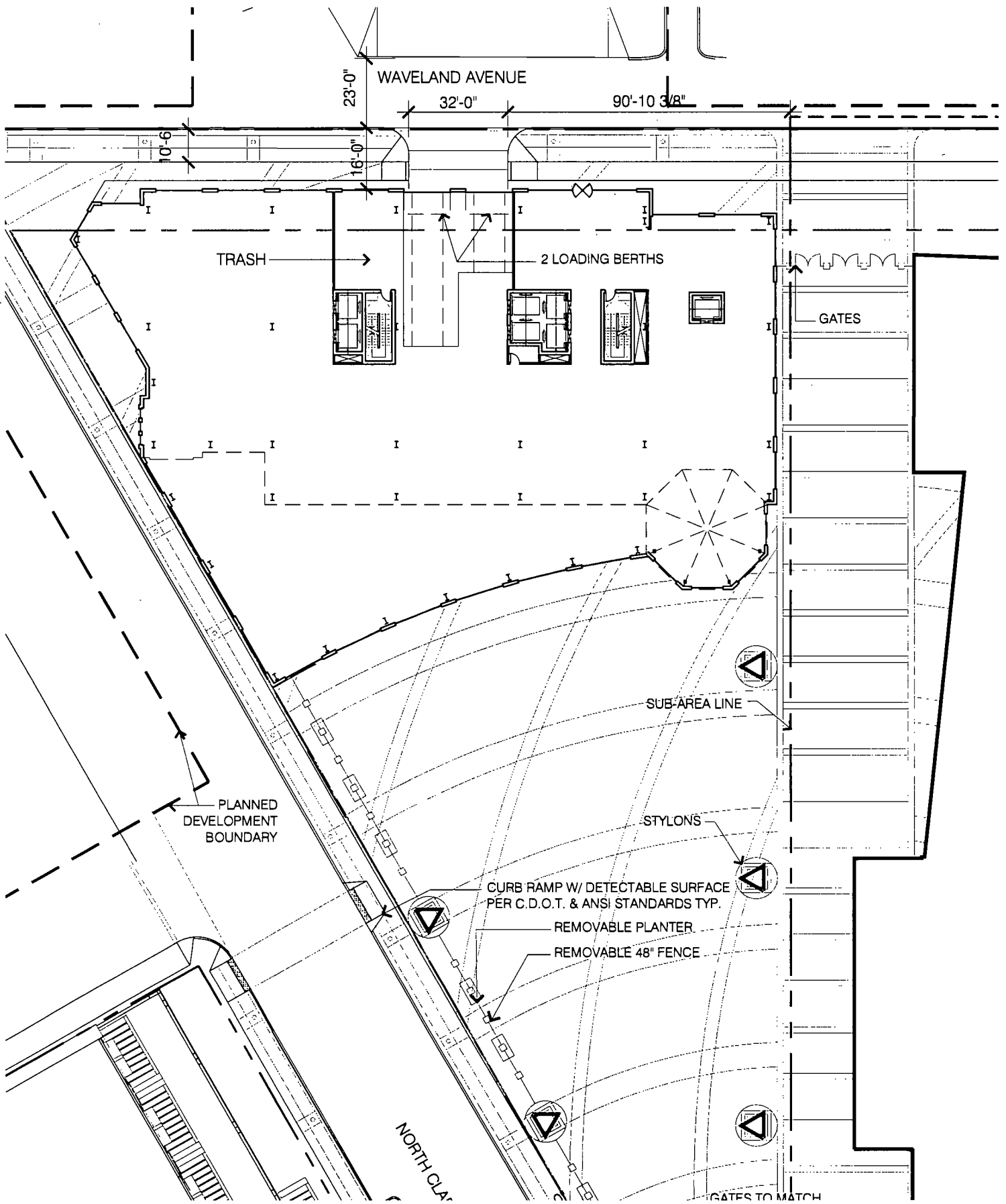
RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (8 OF 8)

0 20 40

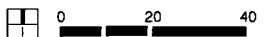
APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS 1060 W ADDISON STREET
DATE SUBMITTED 16 OCTOBER 2013



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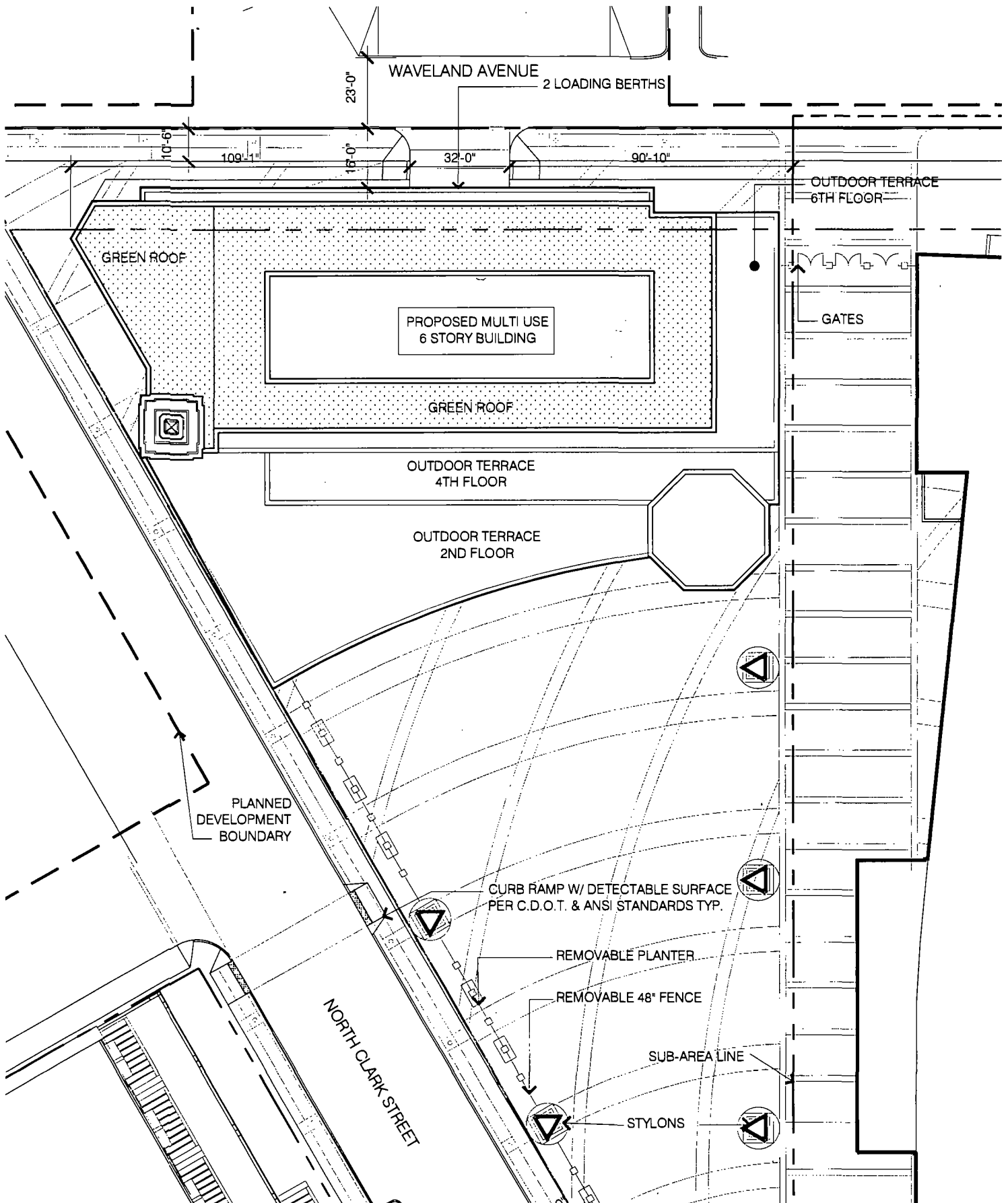


OFFICE BUILDING LOADING ACCESS PLAN (SUB-AREA B)



APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013

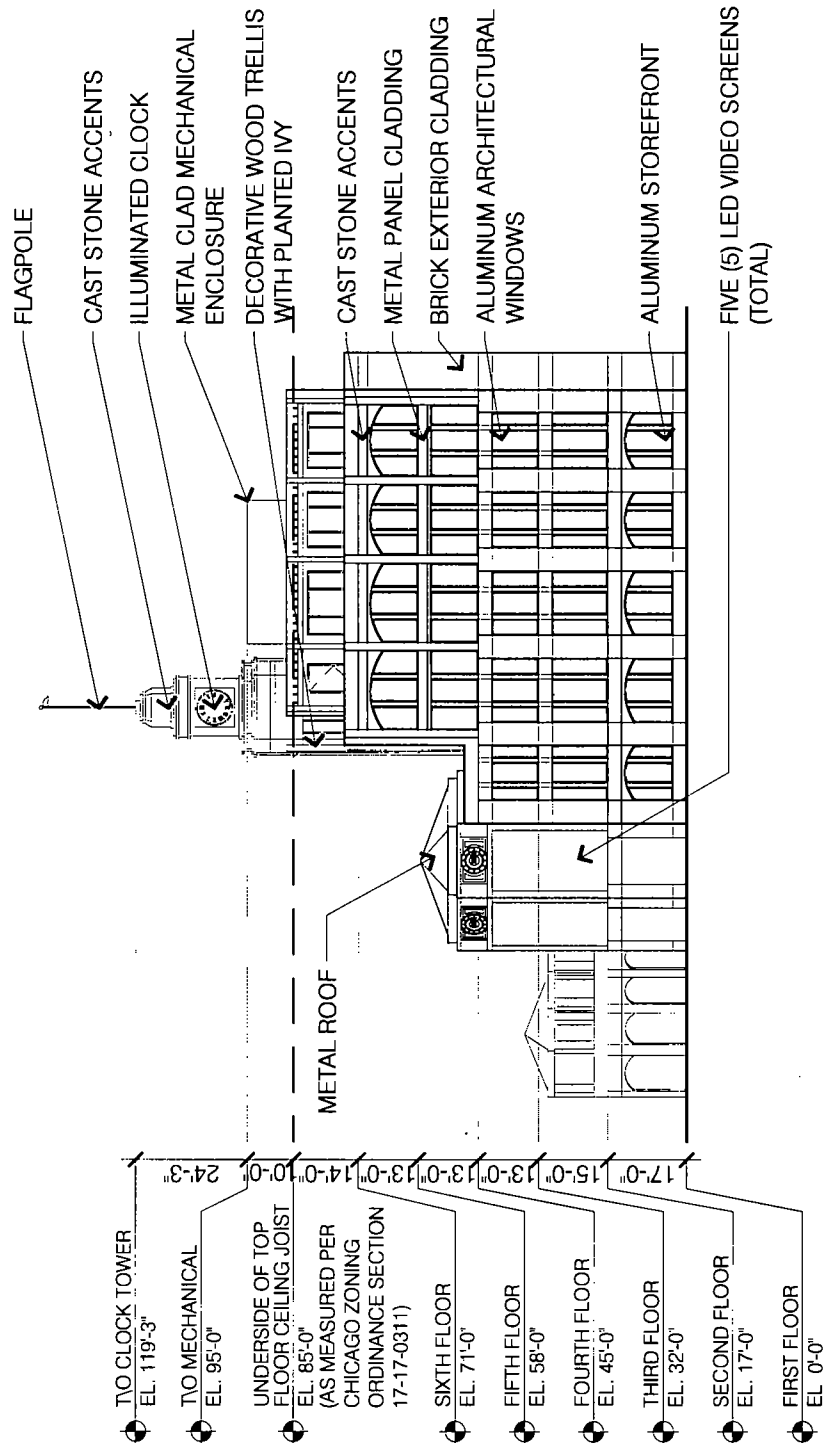




OFFICE BUILDING GREEN ROOF PLAN (SUB-AREA B)

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013





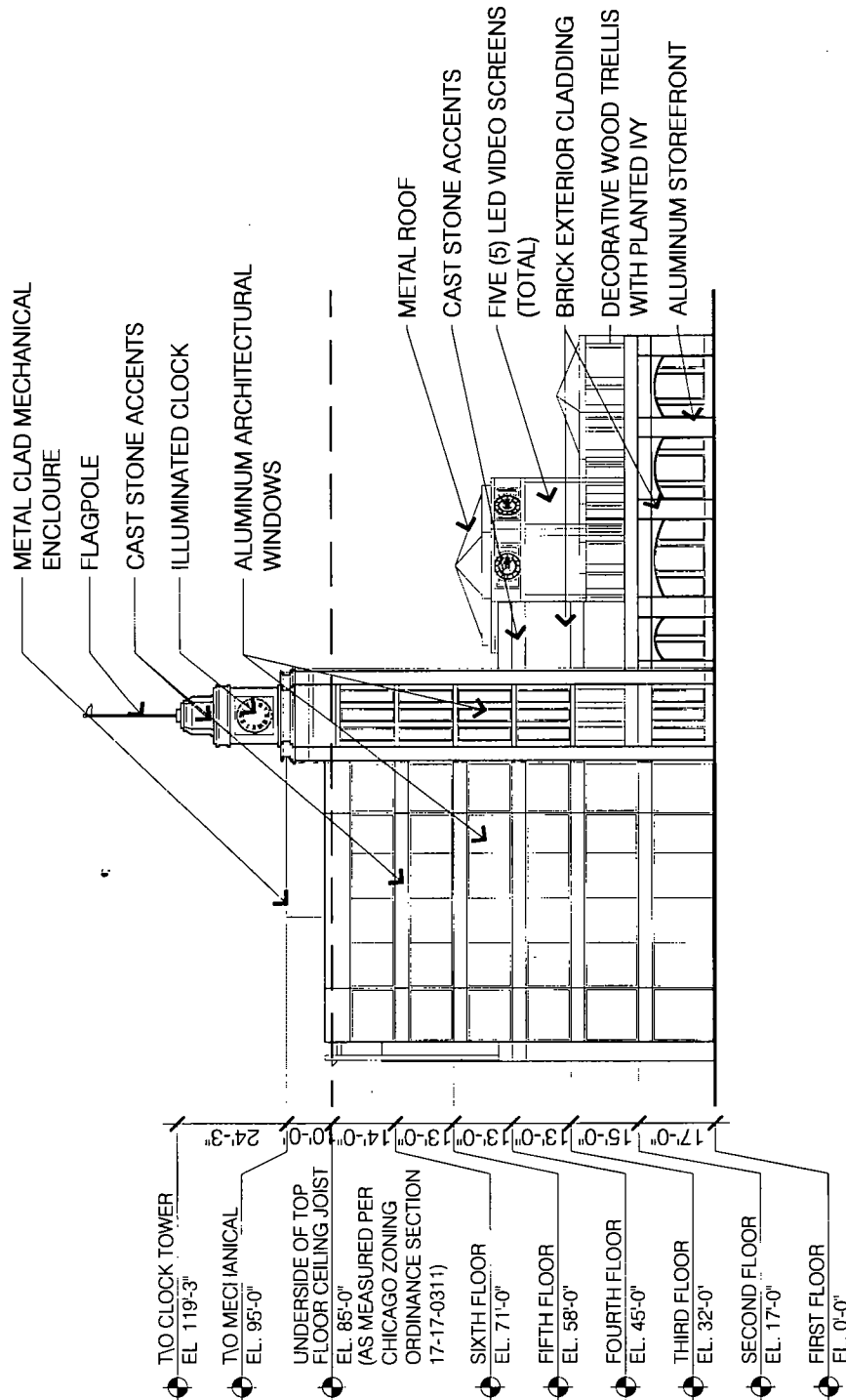
NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

OFFICE BUILDING EAST ELEVATION (SUB-AREA B) (1 OF 4)

APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013

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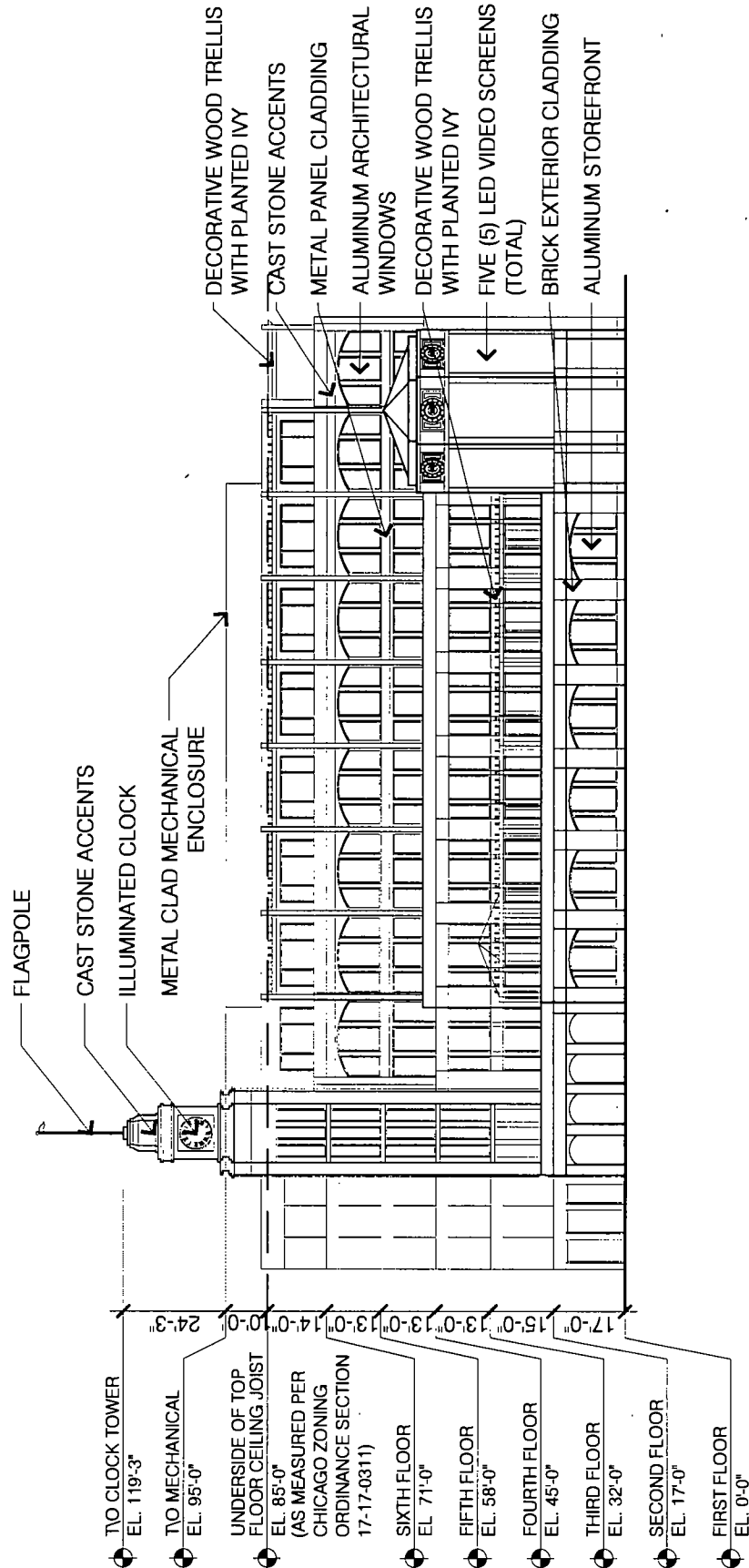
OFFICE BUILDING WEST ELEVATION (SUB-AREA B) (2 OF 4)

APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013

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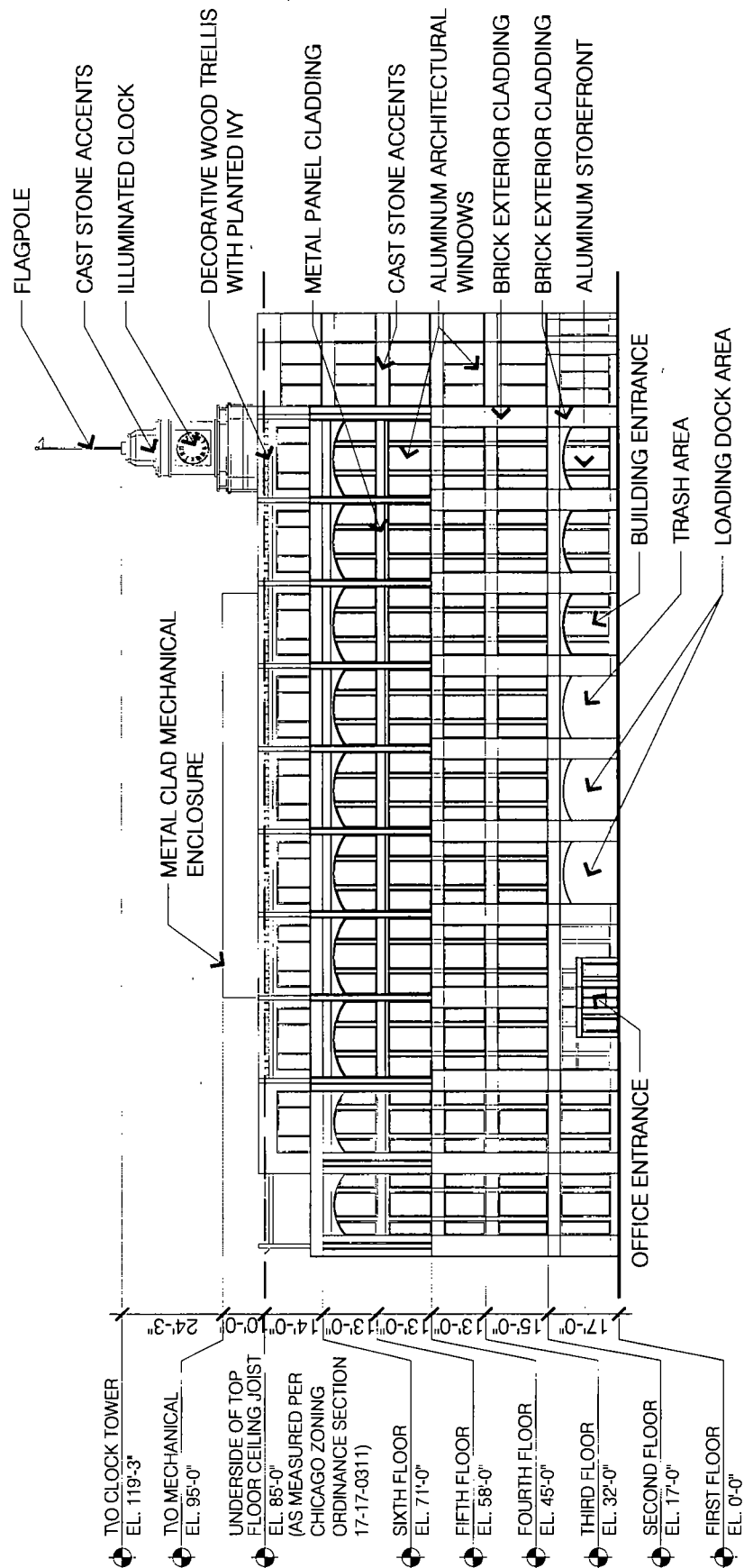
OFFICE BUILDING SOUTH ELEVATION (SUB-AREA B) (3 OF 4)

0 20 40

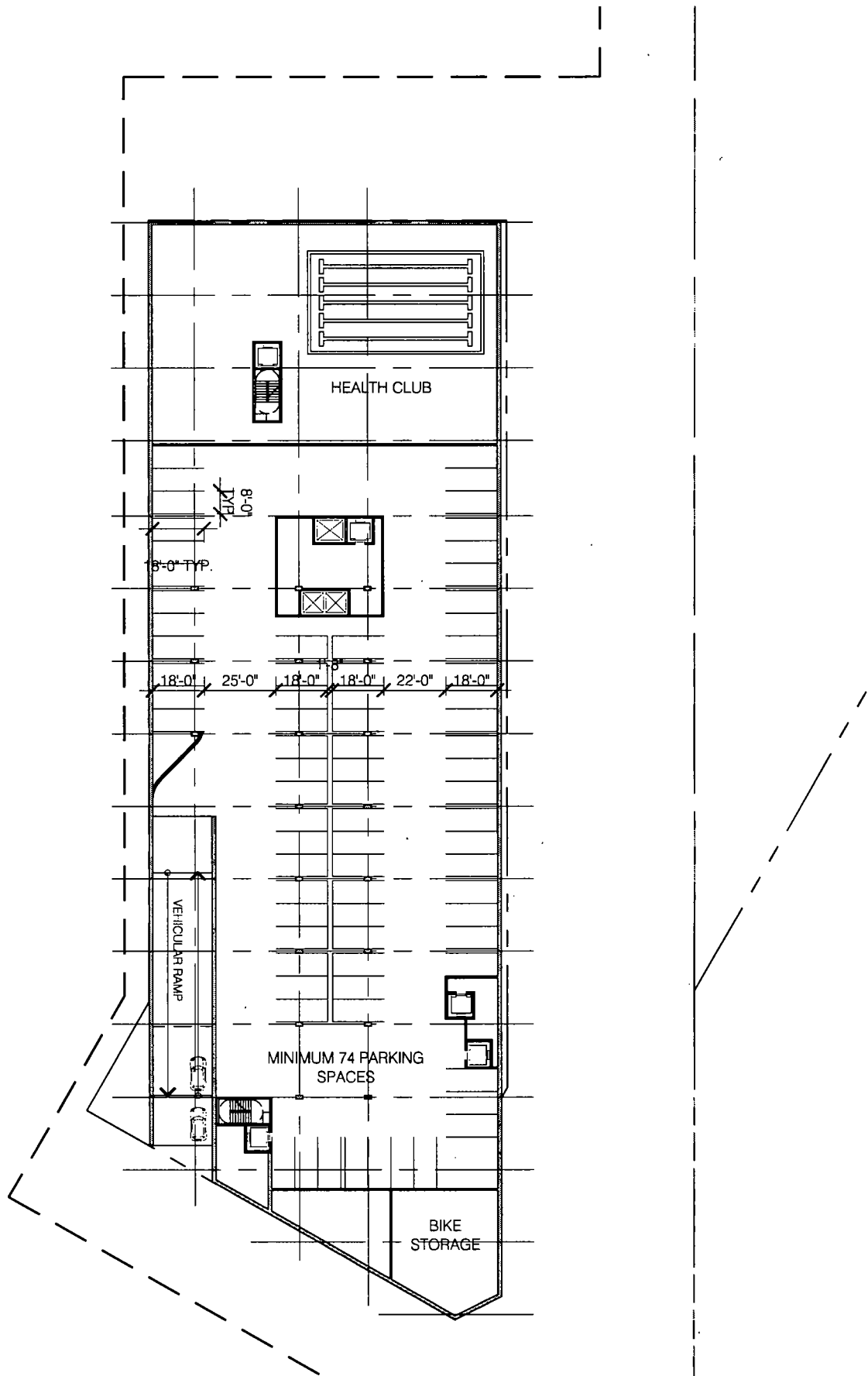
APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013



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OFFICE BUILDING NORTH ELEVATION (SUB-AREA B) (4 OF 4)



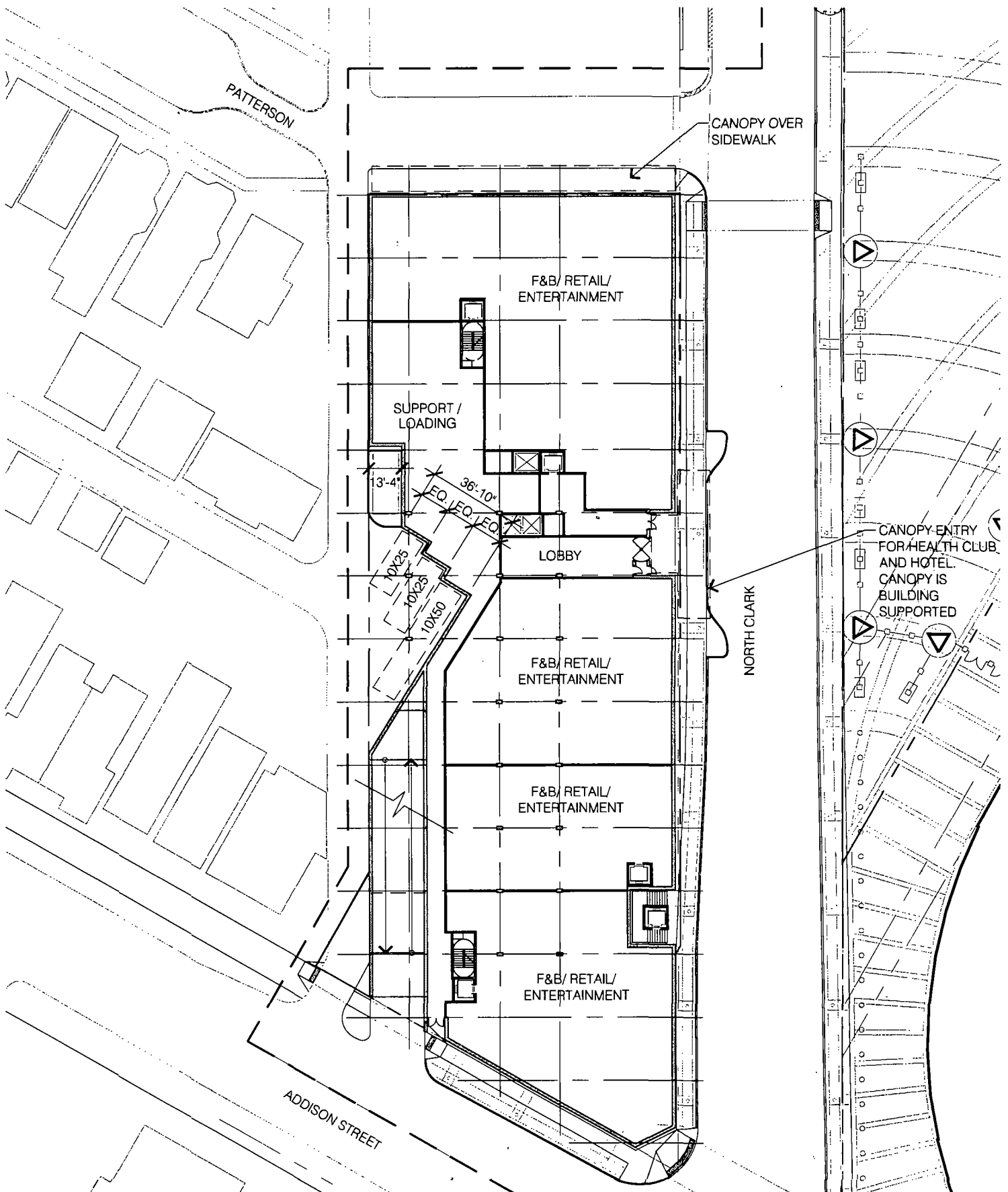
HOTEL BUILDING PARKING PLAN



APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013

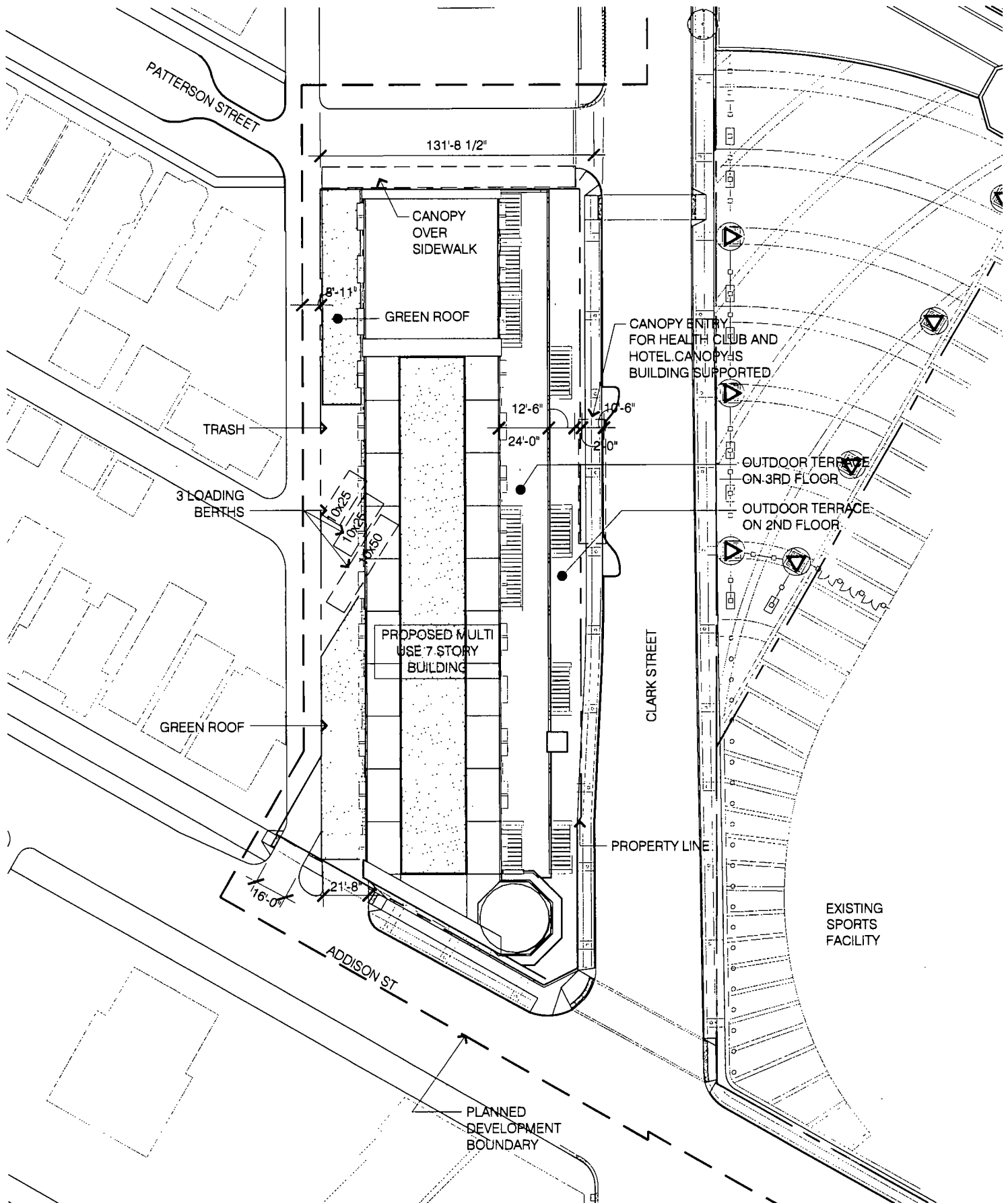


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HOTEL BUILDING PARKING ACCESS & LOADING PLAN

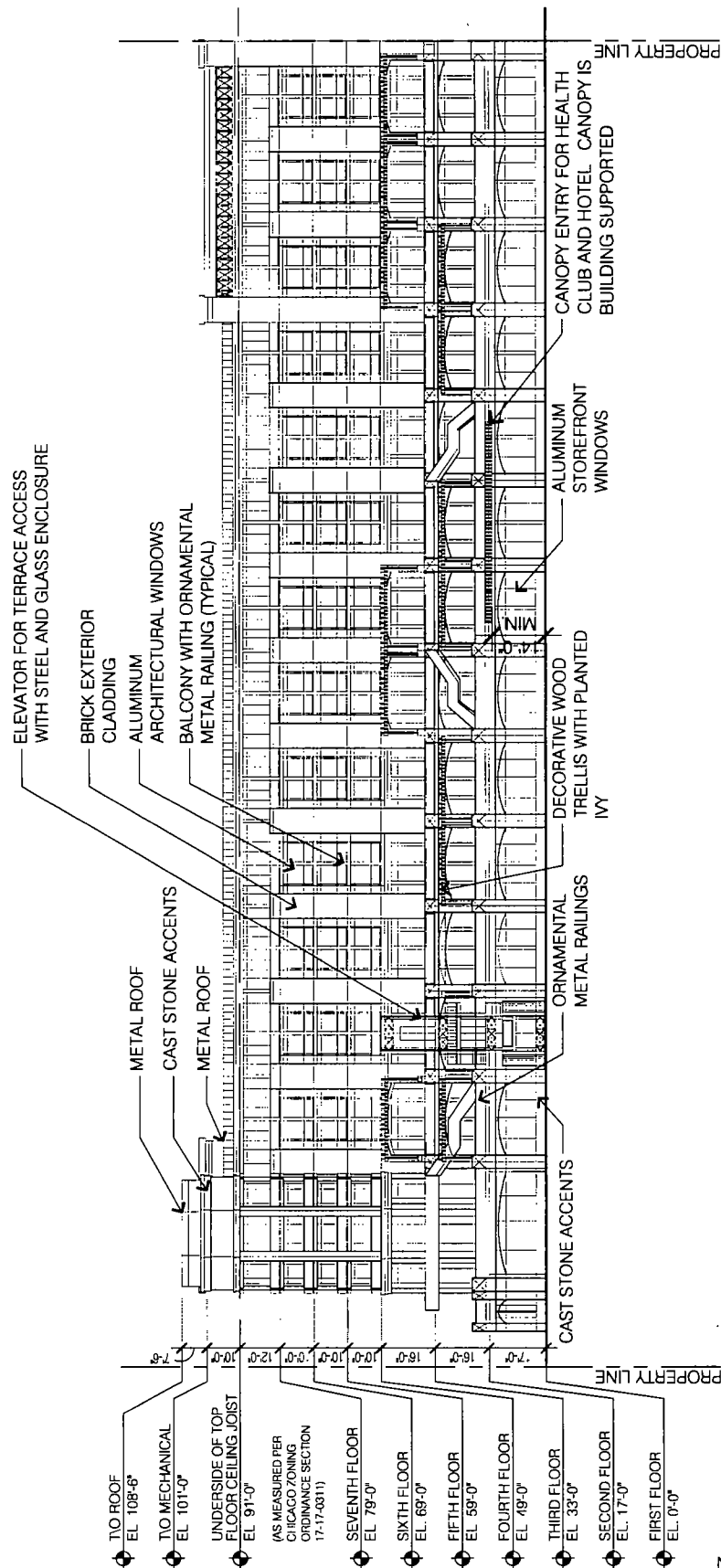
APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS 1060 W ADDISON STREET
 DATE SUBMITTED 16 OCTOBER 2013



HOTEL BUILDING GREEN ROOF PLAN



APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED 16 OCTOBER 2013



NOTE: SIGNAGE OMITTED HERE
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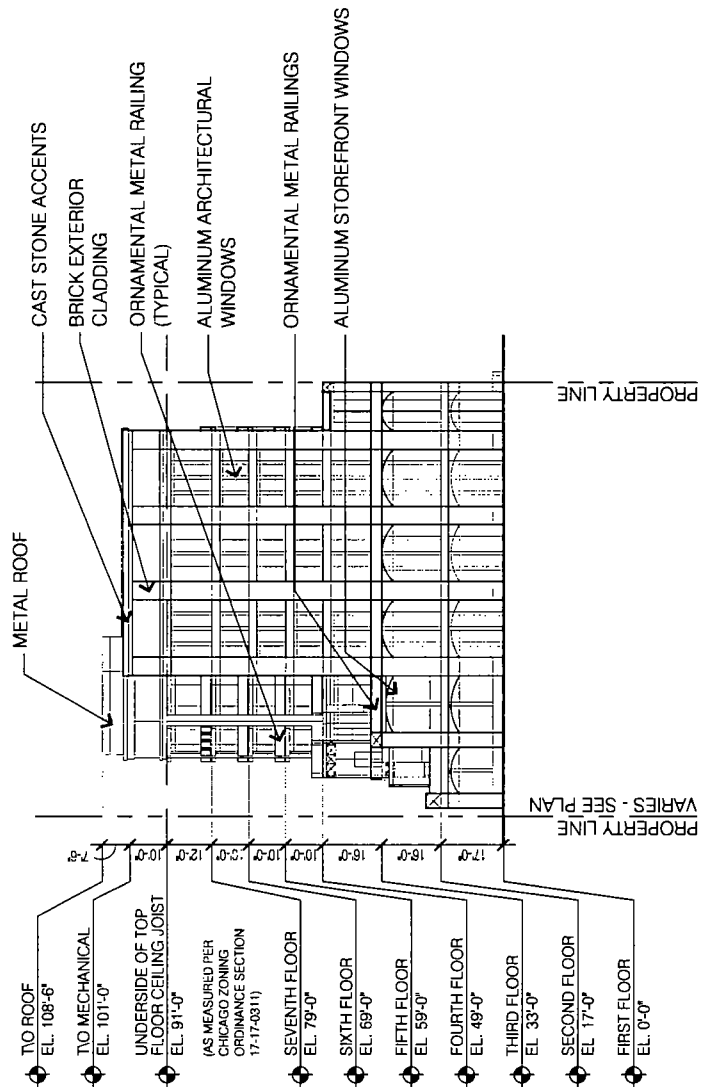
HOTEL BUILDING EAST ELEVATION (SUB-AREA D) (1 OF 4)

0 25 50

APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W. ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013



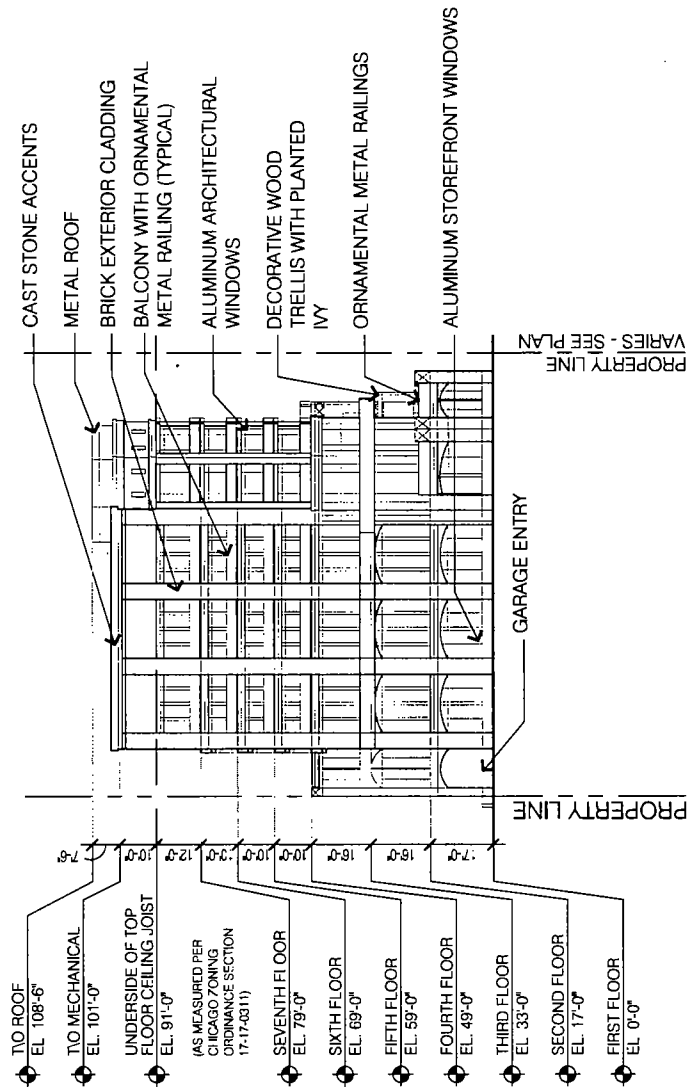
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HOTEL BUILDING NORTH ELEVATION (SUB-AREA D) (2 OF 4)

APPLICANT: WRIGLEY FIELD HOLDINGS LLC, (AND OTHERS)
ADDRESS: 1060 W. ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013



HOTEL BUILDING SOUTH ELEVATION (SUB-AREA D) (3 OF 4)

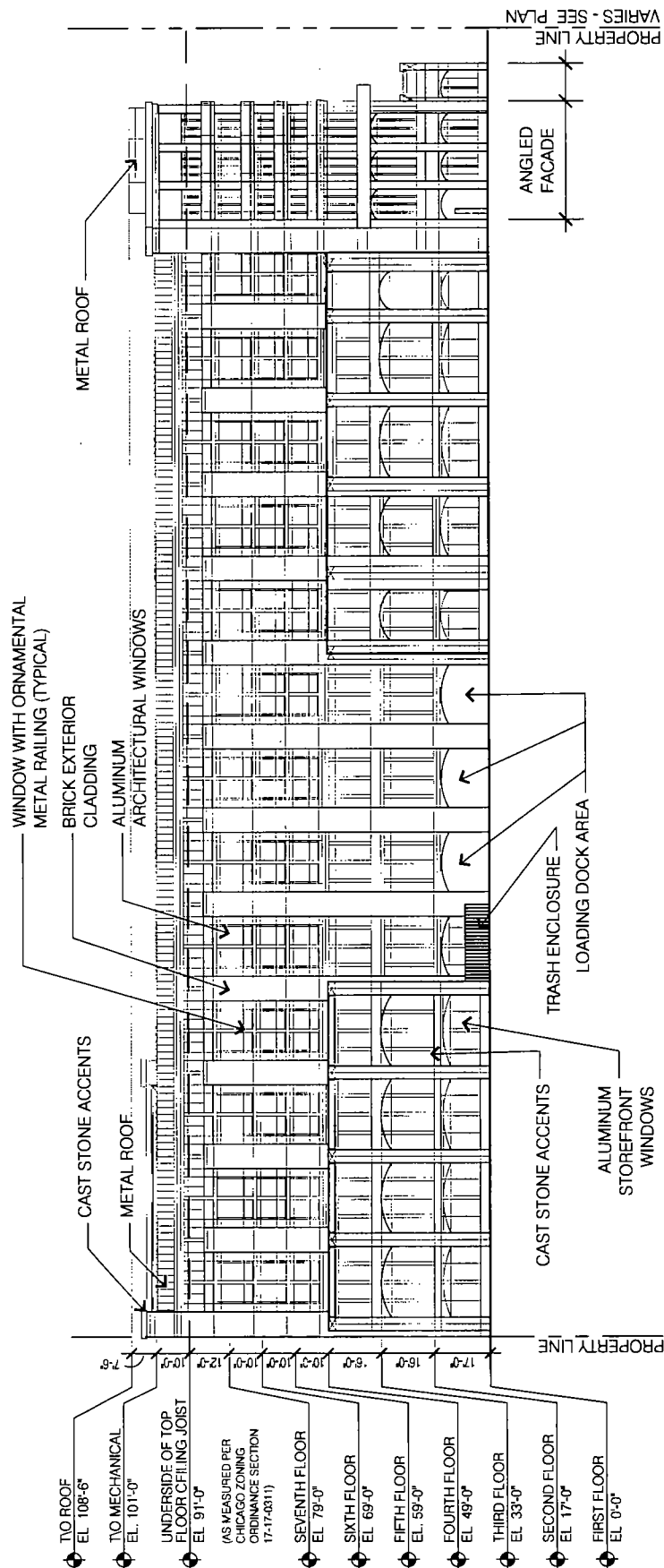
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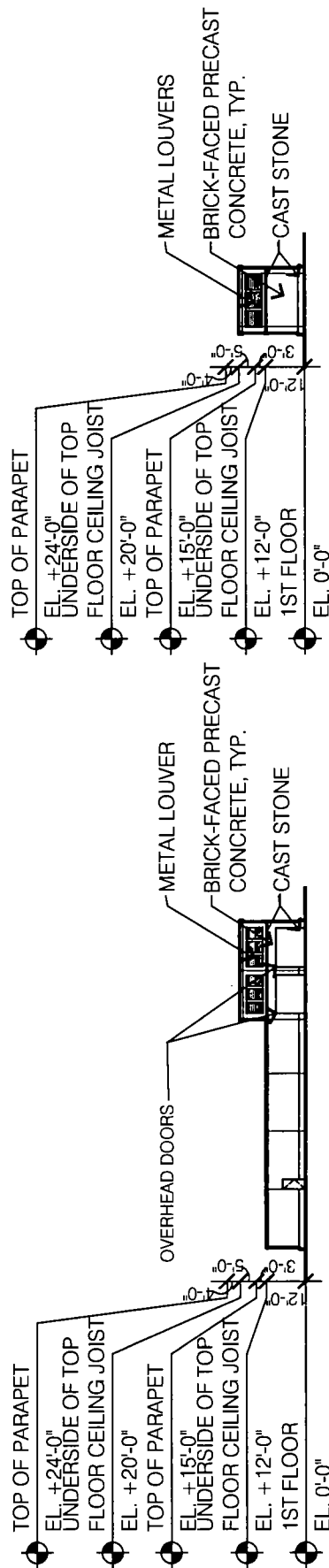
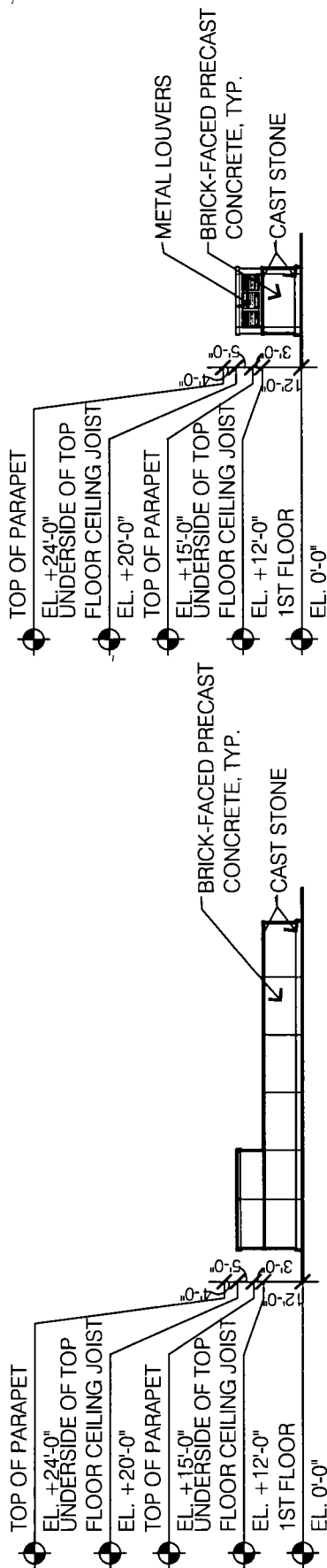
APPLICANT WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS 1060 W. ADDISON STREET
 DATE SUBMITTED 16 OCTOBER 2013

HOTEL BUILDING WEST ELEVATION (SUB-AREA D) (4 OF 4)

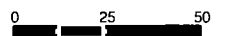
APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS 1060 W ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013

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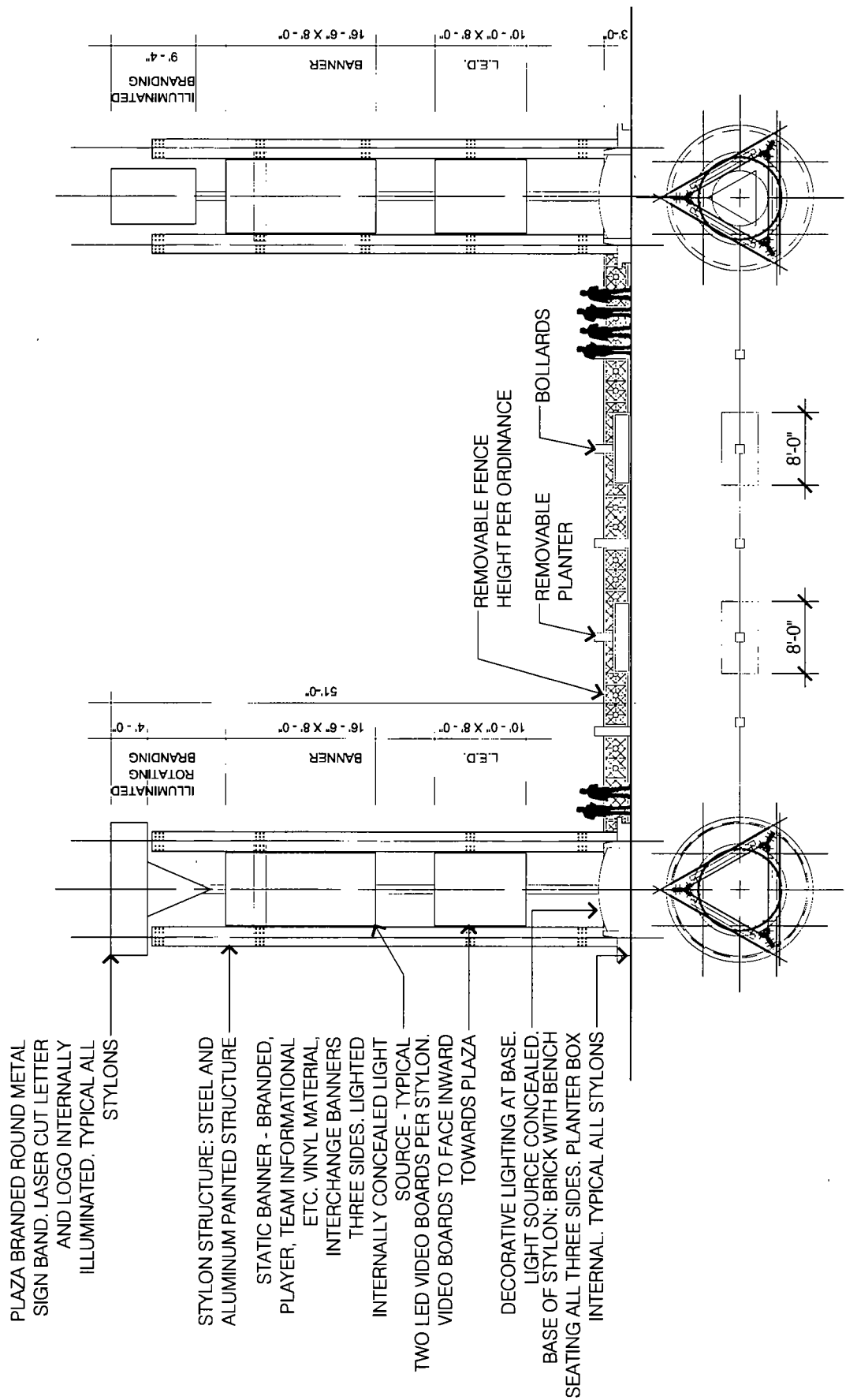


MEDIA BUILDING (SUB-AREA C)



APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013





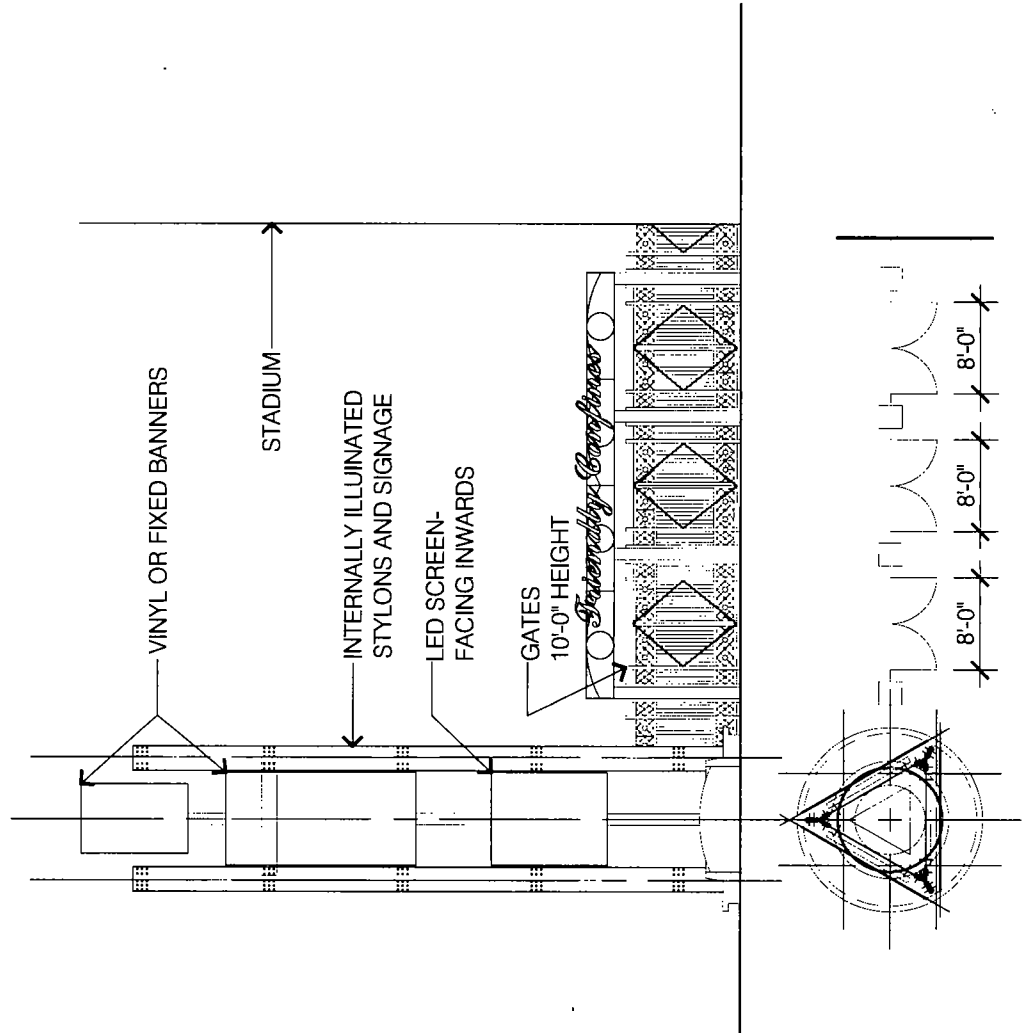
PLAZA GATE PLAN AND ELEVATIONS

0 8 16

APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013



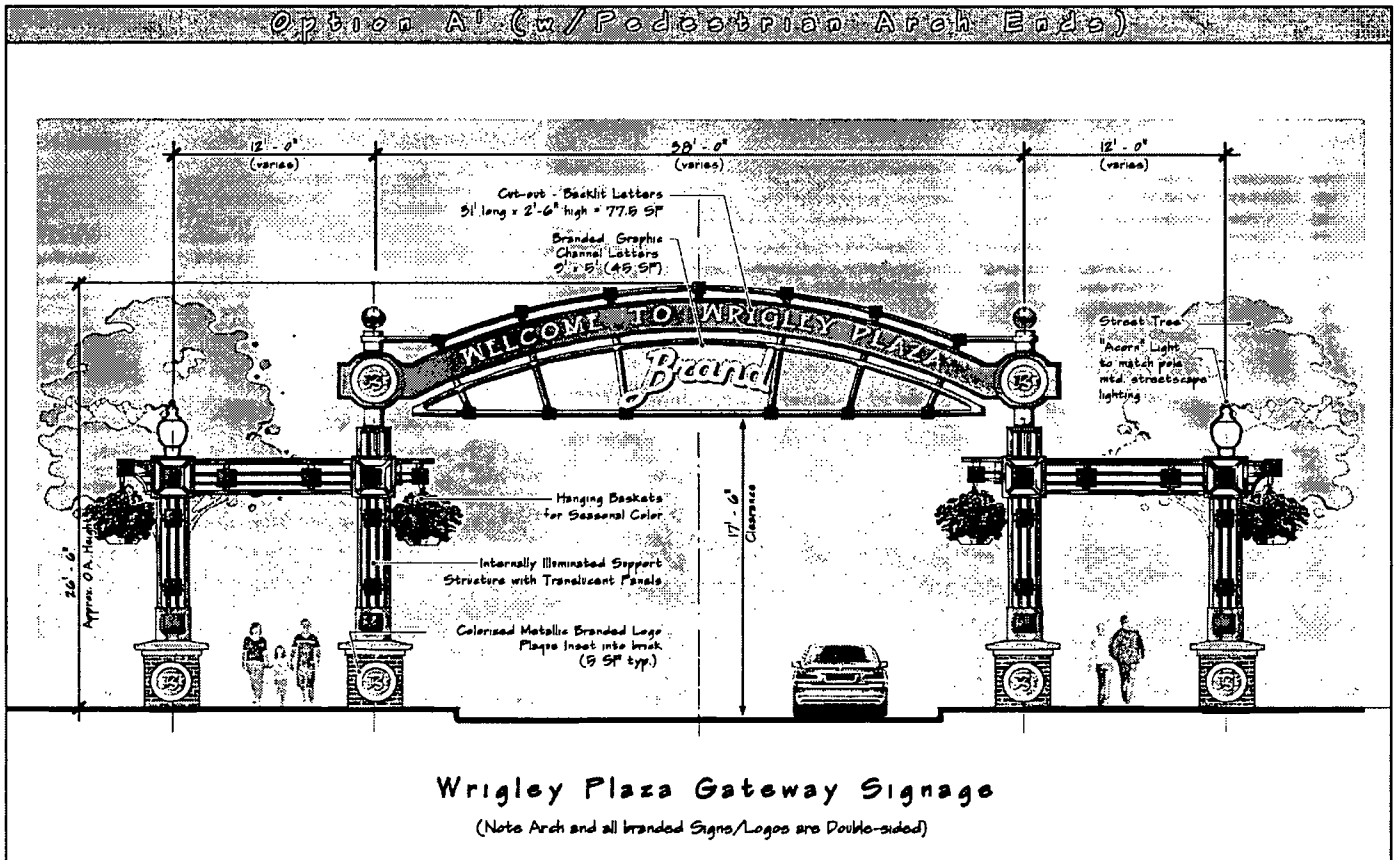
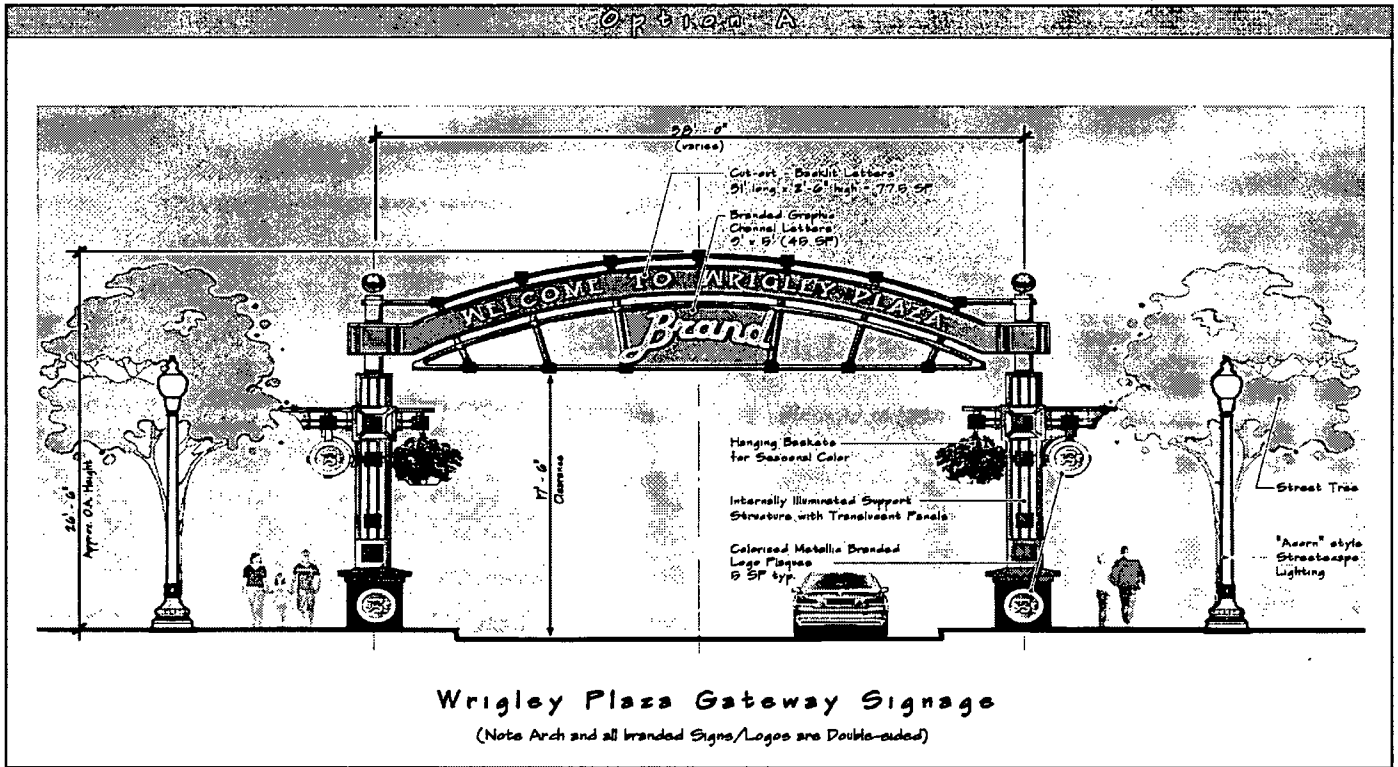
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PLAZA STYLON PLAN AND ELEVATIONS

0 8 16

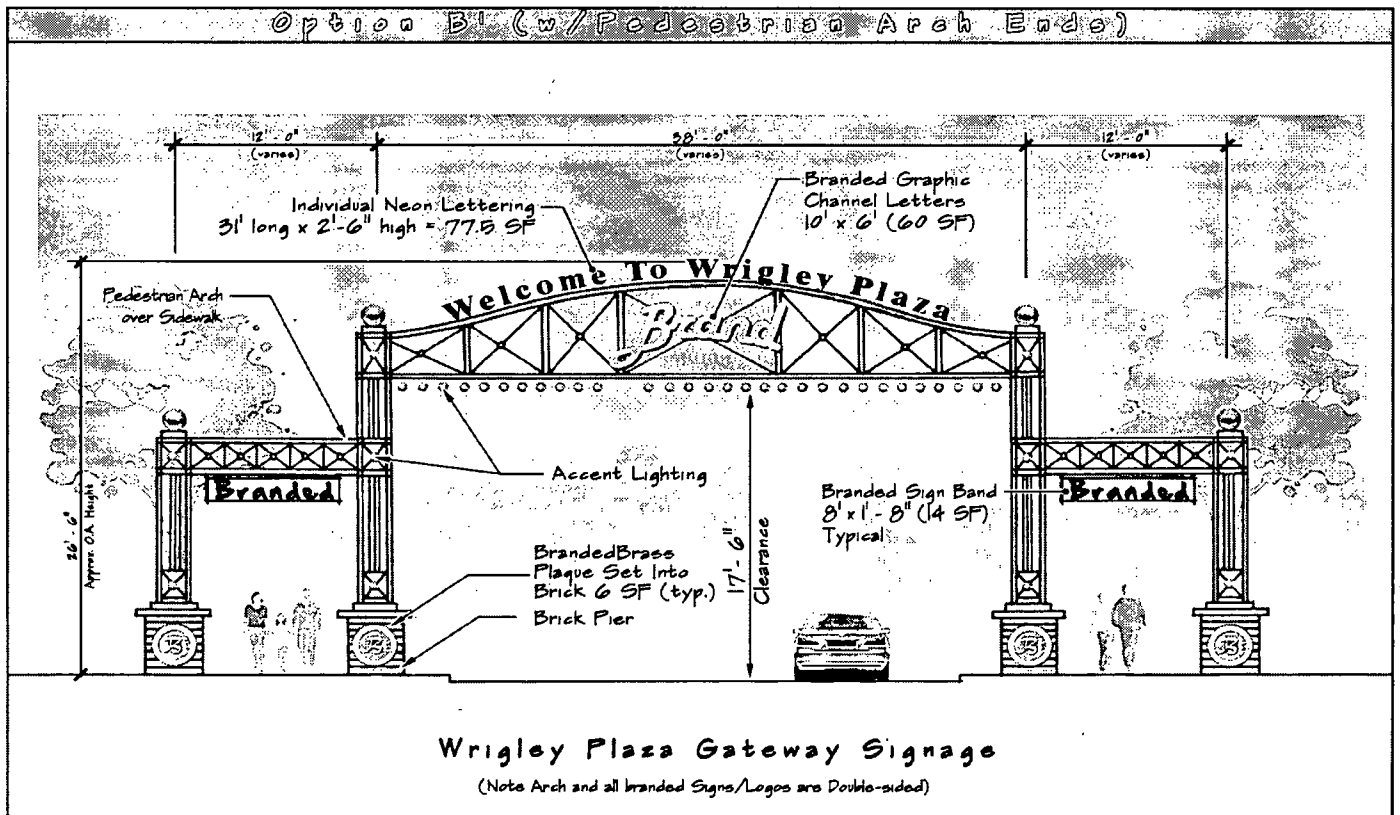
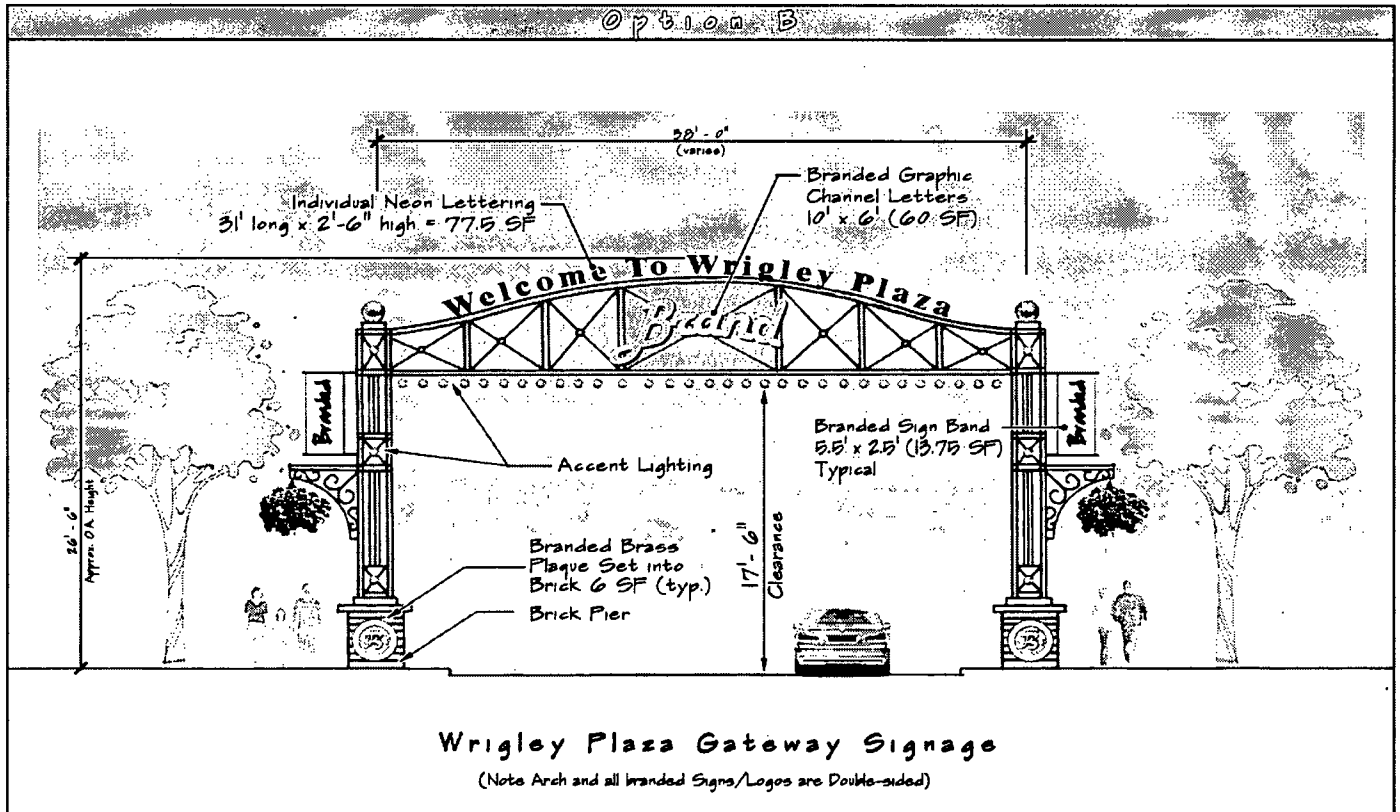
APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
 ADDRESS 1060 W. ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013



GATEWAY ARCH & BRANDED SIGNAGE - ILLUSTRATIVE EXAMPLES

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
ADDRESS: 1060 W. ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013





GATEWAY ARCH & BRANDED SIGNAGE - ILLUSTRATIVE EXAMPLES

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
 ADDRESS: 1060 W ADDISON STREET
 DATE SUBMITTED: 16 OCTOBER 2013



Planned Development Signage Matrix, Section A: Approved signage where square footage is counted.

Applicant shall have the right and is permitted to erect, place, establish, paint, create, modify and maintain in the Planned Development all of the signs identified in the Zoning Ordinance as well as all the types of signs and the specific signs listed in this Signage Matrix, including without limitation stylized, blade signs, banners, LED screens and ribbon boards, exposed neon lighted flush mounted and similar signage. The maximum square footage of exterior regulated signage in the Planned Development shall be the square footage shown in Section A of this Signage Matrix, provided however the following signage shall be allowed and shall not be included in or otherwise counted in the calculation of total square footage maximum signage existing as of the date of the Planned Development amendment: directional signage, signage which contains the name or logo of the baseball team playing in Wrigley Field, signage identified in Section B (approved, non-counted signage) and without limitation including the notes attached to Section B), and, signage exempt under applicable law. Applicant will provide to the Department a Style Guide showing examples of the types of signs Applicant shall be allowed to install. Applicant is permitted to allocate the square footage of allowable signage between Subareas B, C and D and to modify any sign type or location listed below in Sub-Area B, C and D as long as the total square footage of exterior signage in Sub-Areas B, C and D is not exceeded, subject to the exclusions above. Applicant is permitted to allocate the square footage of allowable signage between the Sub-Areas B, C and D in the Planned Development in such a way as Applicant may designate, which designation may, at Applicant's option, be done through a zoning and signage rights agreement between Applicant and other owners or lessors of the property in the applicable Sub-Area(s).

The categories and allocations of signage types, sizes and location which follow in the comments and chart below are representative of how and where such signage may be implemented by Applicant within the Planned Development and the various Subareas, provided however Applicant shall have the right to allocate and reallocate such signage in the manner set forth below or in a different manner. This list is conceptual and not all signs need to be installed. Applicant shall have the right to determine which will be installed. Applicant shall have the right to determine the design, look feel and placement of all signs. No sign identified or similar to the signs listed in Section B of this Signage Matrix shall be governed by Section A of this Signage Matrix. Signage in Section B is in addition to the signage identified in this Section A. The content of any sign in this Signage Matrix, whether in Section A or B, shall be as determined by Applicant in its discretion and may change as desired by Applicant.

Signage in this Signage Matrix is approved. Future sign requests will be approved provided they are not inconsistent with this Signage Matrix or the Planned Development.

Description	Square Footage	Comments
Hotel Parcel		
Starwood Signage Building sign	600	Hotel's sign at top of building. Internally illuminated
Hotel Clark Street entrance sign	120	Located on canopy. Internally illuminated sign
Blade signs	800	Two blade signs. Internally illuminated. Each sign is double sided, with each side being 200 sf
Tenant Signs		
Corner marquee tenant	360	Three signs in each bay at corner of Clark & Addison. Internally illuminated
Health Club sign at first floor	70	Main entrance to Health Club. Internally illuminated
Health Club building sign	70	Building facade. Internally illuminated
McDonald's storefront sign	80	Located over storefront per agreement. Internally illuminated
McDonald's directional sign	15	Location TBD. Internally illuminated
Tenant signs	640	Assume eight tenants @ 80 sf per tenant. Internally illuminated. Additional signs may be added as tenants identified (up to seven additional)
Canopy static signs	200	Canopy along Patterson street attached to the building - one static painted or vinyl sign per canopy - total of 5 signs at 40 square feet each
Blade branded vertical signs	1,200	Two blade vertical signs of 300 sf each total 600 sf. Two sided - located at Clark & Addison/corner & on Clark at NE corner. Internally illuminated or neon
Branded signs	900	Flat wall branded signs on bldg. facade - 3 @ 300 sf each
Branded signs	750	Located at corner of Clark & Addison at top of bldg. Six signs @ 125 sf each
LED ribbon board	450	LED ribbon board at corner of Clark & Addison. Approximately 3'-0" x 150'-0"
Subtotal Hotel Parcel	6,255	
Office Building		
Main sign	600	Located center of building at roof level. Internally illuminated
Secondary sign	275	Fast & west ends of office bldg. at roof level - One sign at 275 sf each. Internally illuminated
LED video boards	2,125	LED surrounding rotunda - 5 LED's at 425 sf each
LED ribbon board	450	LED ribbon board at top of first floor - 3 feet tall by 150 feet long
Facade signage	216	Store name and logo - four signs at 54 sf each. Internally illuminated
Office	120	Logo/names of office tenant(s) over office entrance on Waveland Avenue. Internally illuminated
Office Tenant signs	240	Assume three at 80 sf each. Internally illuminated

SIGNAGE MATRIX

APPLICANT WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013



Planned Development Signage Matrix, Section A: Approved signage where square footage is counted.

Tenant Signs	480	Assume six additional tenants @ 80 sf per sign Internally illuminated Additional signs may be added as tenants are certified (up to seven additional)
Major tenant(s)	750	Assume three signs of 250 sf each Internally illuminated
Blade vertical signs	880	Vertical blade sign double sided attached to western edge of office bldg Each sign is double sided, with each side being 220 sf
Branded Activation Areas	280	Assume two activation zones - 140 sf each Internally illuminated
Showcase branded signage	1,000	Second level outdoor deck Attached to trellis Script neon signage
Sub-Total Office Bldg.	7,416	
Arch		
Arch	156	Located at center of arch - north and south sides two signs at 78 sf each Neon lettering, channel cut out letters
Branded signage	90	Center of arch Plaza identification and sponsor sign 45 sf each side
Branded sign banners	56	Banners attached to arch structure 14 sf each 2 each side
Branded metallic/metal inserts	60	Branded internally illuminated branded metal cut out signs 6 each side @ 5sf each
Sub-Total Arch	362	
Plaza		
Stylons		Stylons are the 51' tall elements in the plaza They have third-party sponsorship and messaging LED and other components Stylon examples are shown on the PD drawings submitted to the Department (e.g. style letter J)
Stylon brand area	1,050	Three signs at top of each of seven stylons - 50 sf each Internally illuminated or face lighted
LED	1,750	Each of seven stylons has LED board on two sides - 125 sf each
Plaza entry gates	1,000	Assume two gates, signs @ 250 sf each, two per gate Internally illuminated
Main entry gate	500	10'x25' two sides of portal Internally illuminated
Branded walkway	200	Connector walkway from upper level plaza Faces east into open plaza
Sponsor activation	500	Two signs 10'x 25' Internally illuminated Sponsor activation area allowed on plaza
Sub-Total Plaza	5,000	
Ballpark Exterior		
Western Gate		
LED Ribbon Boards	120	Two LED ribbon boards 60 sf each (2'-0" x 15'-0" each)
Bleacher Gate		
Marquee Entrance		
Marquee sign	900	Existing neon marquee to remain with LED board LED neon and technology board may be upgraded
Panel below Marquee sign	125	Sign to be located in existing rectangle box below marquee This area has been previously used for branded signage
Ticket LED Ribbon	68	Existing LED ribbon board to be revamped to include two LED ribbon boards above ticket windows 2'-0 x 17'-0 each
Mini-Triangle		
Gate entrance	1,000	Neon, internally illuminated or painted letters
Neon sign concession stand 3rd level	600	Two exposed neon signs located above concession stand on third level 300 sf each total 600 sf
Ticket window LED	35	LED ribbon board located above ticket window
LED sign east elevation	176	LED board, 37" inches high x 57 feet long
LED sign south elevation	278	LED board, 37" inches high x 90 feet long
Restaurant signage	200	Neon
Restaurant (currently United Club)	200	Neon

SIGNAGE MATRIX

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)
ADDRESS: 1060 W ADDISON STREET
DATE SUBMITTED: 16 OCTOBER 2013

Planned Development Signage Matrix, Section A: Approved signage where square footage is counted.

Restaurant (eastern facade, currently Sheffield Grill)	200	Neon Located on east elevation of restaurant
Store branded name	150	Logo centered over merchandise entry & behind three windows - exposed neon - 50 sf each
Retail store	300	Neon signs - logo and store name Located along Addison Street and over store entrance
Store branded name	150	Located on exterior storefront Internally illuminated
Branded merchandise	21	Three branded neon signs behind glass storefront Each sign 7 sf
Branded blade signs	135	Three branded signs attached to Mini T and Sheffield Grill expansion 45 sf each total 135 sf total
Branded Gate D signage	70	Branded, internally illuminated gate entry over Gate D entrance Existing Gate ID signage to be revised as noted
Branded vertical sign Gate D	20	Branded, internally illuminated vertical flat sign flanking Gate D entry
Branded Gate D vertical sign	160	Vertical double-sided neon gate branded sign attached to south east corner of mini-T bldg 80 sf per side
Gate K		
Ticket LED Ribbon	40	Two LED ribbon boards located above and adjacent to ticket windows 2'-0 x 10'-0 each
Total	23,981	
Notes:		
1 The following signage types (including without limitation signs in the following categories which are upgraded or increased in size) are permitted and are excluded from calculation of the square footage maximum Such signage may be added in the discretion of Applicant and shall be permitted a Directional, public informational, accessibility signage, etc., and signage required by law b Portable and temporary signage, tables, chairs, umbrellas, awnings, patios, party decks, drink rails, doorways, etc Without limiting the foregoing, signage (for example, awnings) on the exterior of Wrigley Field, the hotel, office building and plaza is allowed and shall be permitted subject to applicable building codes c Seasonal and event-related signage, skating rink, rink boards (e.g., dasher boards), farmers market, event hosts, movies, special events, banners, mobile food and beverage, gates, barricades, etc d Signage promoting owner(s), signage related to event(s) in the Planned Development, signage related to the baseball team playing in Wrigley Field and/or containing its logo e Incidental, temporary, seasonal, special event, branded directional or specific location, mobile food and beverage signs, branded seasonal banners f Signage Interior to Wrigley Field 2 Square footage listed is approximate For example, as tenants are added or changed, additional signage may be added and signs may be modified to reflect the tenant name and may be larger or smaller 3 Signage Interior to Wrigley Field is exempt from review under the Planned Development and is permitted subject to review by the Commission on Chicago Landmarks, as applicable 4 Street pole banners will be added only when agreed by Applicant Same for ads on public ways, trash containers, bus shelters, etc 5 Any sign in this Section A may include third-party branding For the avoidance of doubt and without limiting the foregoing, signs which are Cubs-branded are allowed, even if a third-party logo or identification also appears on the sign 6 The square footage included in this Signage Matrix is for informational purposes only and does not imply any maximum square footage for such signs Signage is subject to the overall maximum square footage 7 Cubs pennant on back of bleacher scoreboard is omitted and should not be counted for purposes of calculating the square footage of signage or allowable signage in the Planned Development 8 Signage associated with sponsor displays in activation zones on the Interior of the ballpark is not subject to square footage maximum It is permitted 9 Signage is listed as "existing" in this Matrix if a sign is presently in the noted location, even if the sign proposed in this Matrix is expanded or modified from the existing sign Future or modified signage is permitted in this approximate location in the dimensions, style or illumination noted in this Matrix or permitted by the Planned Development 10 All sign dimensions, locations and styles are approximate and may be modified or expanded as long as not inconsistent with the Master Sign Program Contents, as approved by the Commission on Chicago Landmarks (for signs Interior to Wrigley Field) or with the Planned Development (for regulated signs not Interior to Wrigley Field)		

SIGNAGE MATRIX

APPLICANT: WRIGLEY FIELD HOLDINGS LLC, (AND OTHERS)
 ADDRESS: 1060 W. ADDISON STREET
 DATE SUBMITTED : 16 OCTOBER 2013



Planned Development Signage Matrix, Section B: Approved signage where square footage is not counted

In addition to the signage set forth in Section A of this Signage Matrix, Applicant shall have the right and is permitted to erect, place, establish, paint, create, modify and maintain in the Planned Development all of the signs identified in the Zoning Ordinance as well as all the types of signs and the specific signs listed in this Signage Matrix, including without limitation stylons, banners, LED screens and ribbon hoards, exposed neon lighted flush mounted and similar signage. The maximum square footage of exterior regulated signage in the Planned Development shall be the square footage shown in Section A of this Signage Matrix, provided however the following signage shall be allowed and shall not be included in or otherwise counted in the calculation of total square footage maximum signage existing as of the date of the Planned Development amendment, directional signage, signage which contains the name or logo of the baseball team playing in Wrigley Field, signage identified in Section B (approved, non-counted signage and without limitation including the notes attached to Section B), and, signage exempt under applicable law. Applicant will provide to the Department a Style Guide showing examples of the types of signs Applicant shall be allowed to install. Applicant is permitted to allocate the square footage of allowable signage between Subareas B, C and D and to modify any sign by location listed below in SubArea B, C and D. Applicant is permitted to allocate the square footage of allowable signage between the Sub Areas B, C and D in the Planned Development in such a way as Applicant may designate, which designation may, at Applicant's option, be done through a zoning and signage rights agreement between Applicant and other owners or lessors of the property in the applicable SubArea(s).

The categories and allocations of signage types, sizes and location which follow in the comments and chart below are representative of how and where such signage may be implemented by Applicant within the Planned Development and the various Subareas, provided however Applicant shall have the right to allocate and reallocate such signage in the manner set forth below or in a different manner. This list is conceptual and not all signs need to be installed. Applicant shall have the right to determine which will be installed. Applicant shall have the right to determine the design, look feel and placement of all signs. No sign identified or similar to the signs listed in Section B of this Signage Matrix shall be governed by Section A of this Signage Matrix. The content of any sign in this Signage Matrix, whether in Section A or B, shall be as determined by Applicant in its discretion and may change as desired by Applicant. Signage in this Signage Matrix is approved. Future sign requests will be approved provided they are not inconsistent with this Signage Matrix or the Planned Development.

Description	Square Footage	Existing	Comments
Hotel Parcel			
Directional signage	15		Monument sign Located along Clark Street
Parking Garage	80		Branded Garage entrance. Internally illuminated
Canopy sign	45		Sign at drop-off area. Internally illuminated
Flat roof sign	Not applicable		Flat, internally illuminated branded roof sign. Located below parapet wall. (2000 sf)
Showcase experience gate entrance.	2,000		Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See, e.g., H and H-2
Subtotal Hotel Parcel	2,140		
Office Building			
Flat roof sign	Not applicable		Flat internally illuminated branded roof sign. Located below parapet wall (2000 sf)
Sub-Total Office Bldg.	1,806		
Bridge			
Welcome sign	300		Located at center of bridge - north and south sides two signs at 80 sf each. Internally illuminated.
Sub-Total Bridge	300		
Plaza			
Stylons			Stylons are the 51' tall elements in the plaza. They have third-party sponsorship and messaging, LED and other components. Stylon examples are shown on the PD drawings submitted to the Department (e.g., style letter J)
Banners	4,032		Banners on each of the three sides of each stylon - 8'x24' each side.
Plaza Baseball art	500		Branded sculpture. May include 3rd party sponsor or advertiser.
Branded 3D art sculpture	800		Internal illuminated. May include 3rd party sponsor or advertiser.
Lighted neon haschall	500		Illuminated neon baseball art. May include 3rd party sponsor or advertiser.
Event signage.	600		Changeable event signage. Internally illuminated
Metal fencing	600		Branded logo in decorative plaza fencing
Water element signage.	400		Bronze flat sign embedded in plaza paving surface (e.g. Millennium Park)
Temporary/Seasonal signage	Not applicable	X	Seasonal and temporary signage, internally illuminated or static, for events, on staging, etc
Concession trolley/train	1,440		Total of nine cars, location TBD on Plaza @160 sf per car
Sub-Total Plaza	8,872		
Parking Lots & Garages			
Parking lot branding signage	Not applicable		Entrances to parking lots. Assume two entrances per lot, nine Cubes owned and operated lots currently, but only three in this P.D. 125 sf each

SIGNAGE MATRIX

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Planned Development Signage Matrix, Section B: Approved signage where square footage is not counted

Ballpark Exterior			
Western Gate			
Branded entrance arch	1,000		Branded entry - exposed neon located over gate entry
Showcase experience gate entrance	Not applicable 2000		Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See, e g, H and H-2
Bleacher Gate			
Entry gate brand	1,000	X	Signage located above gate (currently Bud Bleachers).
Showcase experience gate entrance	Not applicable 2000		Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See, e g, H and H-2
Ticket office CF bleacher gate	100		Two new ticket offices flank center field bleacher gate. 100 sf for each new ticket booth LED board
Bleacher VIP entrance gate	20		Internally illuminated and static sign
Marquee Entrance			
Entry gate brand	1,000		Neon. Internally illuminated.
Showcase experience gate entrance	Not applicable 2000		Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See, e g, H and H-2
Branded Activation zone	40		Branded activation zone signage. Neon behind glass storefront.
Branded Activation zone	14		Two flat signs - (7 sf each) Branded vertical sign flanking branded activation zone entrance. Internally illuminated.
Branded Premium Entrance	30		Branded premium neon sign behind glass
Branded merchandise	30		Branded neon sign merchandise behind glass.
Marquee Restaurant	60		Neon branded.
Retail store	80		Neon signs flanking store.
Premium Entrance @ main gate	80		Neon sign flanking premium entrance
Ticket office @ Main gate	80	X	Neon sign flanking ticket windows
Ticket will call premium branded @ main gate	20	X	Will call branded neon letters
Ticket Window @ main gate	35	X	Neon sign located above ticket window.
Temporary banners and photos	Not applicable		
Mini-Triangle			
Entry gate brand	1,000		Neon. Internally illuminated.
Showcase experience gate entrance	Not applicable 2000		Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See, e g, H and H-2
Branded awnings over concessions - third level	48		Branded logo on each awning. Most likely painted/vinyl fabric. Total eight awnings - 6 sf per branded logo total 48 sf. Note: similar awnings may be added in other locations within the ballpark interior.
Gate Name sign	65		Branded gate. Exposed neon
Concession/ticket	42		Three flat signs each side of entry concession/tickets. 7 sf each - total 21 sf per side - 42 sf total. Internally illuminated
Logo sign	360		One neon logo sign located on south elevation
Temporary banners and photos	Not applicable		Banners on exterior facade and chain link fence, as on Opening Week and for special events

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Gate K					
Entry gate brand		2,000	X	Two, internally illuminated signs, branded entrance. Existing Gate ID signage to be revised.	
Showcase experience gate entrance.	Not applicable	2000		Branded showcase experience. Size not to exceed 2000 sf. Not counted for sf purposes because involves experience not just signage. See, e.g., II and II-2.	
Gate K Ticket window		80	X	Internally illuminated sign above ticket window. Existing Gate ID signage to be revised.	
Waveland, Sheffield and around exterior					
Gate ID signs along Sheffield & Waveland		175	X	Branded, illuminated gate ID names located along Sheffield & Waveland.	
Directional signs, CF bleacher gate		350	X	Wayfinding signage. The number of signs will vary. A number of directional signs currently exist around the ballpark.	
Historic banners	Not applicable		X	Placed around entire ballpark including Addison, Sheffield & Waveland hung off of back of hangers etc. 50 fabric/nylon banners at 40 sf each. Includes players numbers & images, important dates and accomplishments throughout Cubs history and brands, etc.	
Sheffield Temporary Event Signage	Not applicable			Temporary signage installed for the street events.	
Streetscape.	Not applicable			Applicant will have the right to brand street poles, bus shelters, garbage cans & other street and site furniture. Applicant may also install Applicants desired concepts as per Planned Development. No other third-party signage is allowed on banners, street furniture or otherwise along either side of the streets bounded by Clark St., Waveland Ave., Sheffield Ave. and Addison St. unless sponsor is the Cubs and Cubs sponsors.	
Bike Parking Area	Not applicable		X	Location TBD. Internally illuminated.	
Total		20,827			
Notes:					
1. The following signage types (including without limitation signs in the following categories which are upgraded or increased in size) are permitted and are excluded from calculation of the square footage maximum. Such signage may be added in the discretion of Applicant and shall be permitted:					
a. Directional, public informational, accessibility signage, etc., and signage required by law.					
b. Portable and temporary signage, tables, chairs, umbrellas, awnings, patios, party decks, drink rails, doorways, etc. Without limiting the foregoing, signage (for example, awnings) on the exterior of Wrigley Field, the hotel, office building and plaza is allowed and shall be permitted subject to applicable building codes.					
c. Seasonal and event-related signage, skating rink, rink boards (e.g., dasher boards), farmers market, event hosts, movies, special events, banners, mobile food and beverage, gates, barricades, etc.					
d. Signage promoting owner(s), signage related to event(s) in the Planned Development, signage related to the baseball team playing in Wrigley Field and/or containing its logo.					
e. Incidental, temporary, seasonal, special event, branded directional or specific location, mobile food and beverage signs, branded seasonal banners.					
f. Signage Interior to Wrigley Field.					
2. Square footage listed is approximate. For example, as tenants are added or changed, additional signage may be added and signs may be modified to reflect the tenant name and may be larger or smaller.					
3. Signage Interior to Wrigley Field is exempt from review under the Planned Development and is permitted subject to review by the Commission on Chicago Landmarks, as applicable.					
4. Street pole banners will be added only when agreed by Applicant. Same for ads on public ways, trash containers, bus shelters, etc.					
5. Any sign in this Section B may include third-party branding. For the avoidance of doubt and without limiting the foregoing, signs which are Cubs-branded are allowed, even if a third-party logo or identification also appears on the sign.					
6. The square footage included in this Signage Matrix is for informational purposes only and does not imply any maximum square footage for such signs. Signage is subject to the overall maximum square footage.					
7. Cubs pennant on back of bleacher scoreboard is omitted and should not be counted for purposes of calculating the square footage of signage or allowable signage in the Planned Development.					
8. Signage associated with sponsor displays in activation zones on the Interior of the ballpark is not subject to square footage maximum. It is permitted.					
9. Signage is listed as "existing" in this Matrix if a sign is presently in the noted location, even if the sign proposed in this Matrix is expanded or modified from the existing sign. Future or modified signage is permitted in this approximate location in the dimensions, style or illumination noted in this Matrix or permitted by the Planned Development.					
10. All sign dimensions, locations and styles are approximate and may be modified or expanded as long as not inconsistent with the Master Sign Program Contents, as approved by the Commission on Chicago Landmarks (for signs Interior to Wrigley Field) or with the Planned Development (for regulated signs not Interior to Wrigley Field).					

SIGNAGE MATRIX

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