City of Chicago

O2010-6665

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	11/17/2010
Status:	Introduced
Sponsor(s):	Mayor
Type:	Ordinance
Title:	Authorizing Scope of Services, Budget and Management Agreement for Special Service Area No. 13
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RICHAHD M. DALEY
MAYOR

November 17, 2010

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

Ladies and Gentlemen:

At the request of the Commissioner of Community Development, I transmit herewith ordinances authorizing a scope of services, budget and management agreement for various special service areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDiNANCE

WHEREAS, special service areas may be established pursuant to Article Vii, Sections 6(l) and 7(6) of the Constitution of the State of illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 iLCS 200/27-5 et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 iLCS 200/1-1 et seq., as amended from time to time (the "Code"); and

WHEREAS, on July 24, 1991, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on November 6, 1992 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 13 (the "Original Area") and authorized the levy of an annual tax not to exceed an annual rate of one and nine tenths percent (1.9%) of the equalized assessed value of the taxable property therein (the "Original Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, the City desires to reconstitute the boundaries of the Original Area; and

WHEREAS, the City Council determines (a) that it is in the best interests of the City of Chicago (the "City") to (i) terminate the authorization of the levy of the Original Services Tax for the Original Area, (ii) reestablish an area to be known and designated as City of Chicago Special Service Area Number 13 (the "Area") with reconstituted boundaries, and (iii) authorize a special annual services tax (the "Services Tax") for a period of twenty (20) years within the Area for the provision of certain special services as set forth herein (the "Special Services"); (b) that the Area is contiguous; and (c) that the proposed Special Services are in addition to municipal services provided by and to the City of Chicago generally; and

WHEREAS, the City Council desires to authorize the execution of an agreement with a service provider for the provision of the Special Services in and for the Area in fiscal year 2011; now, therefore,

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

SECTiON 1. incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTiON 2. Findings. The City Council finds and declares as follows:

(a) The Area, as established by this ordinance, consists of contiguous territory in the City;

(b) The City Council adopted an ordinance on October 6, 2010 authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;

(c) Notice of the Public Hearing was given by publication at least once not less than

fifteen days prior to the hearing In the Chicago Sun-Times, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing said notice in the United States mall addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area, not less than ten days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property;

(d) The notice complied with all of the applicable provisions of the Act;

(e) The Public Hearing was held on November 8, 2010 by the Committee on Finance of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City of Chicago (the, "City Clerk") written objections on such issues;

(f) The Committee on Finance of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the Issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance;

(g) The Public Hearing was finally adjourned on November 8, 2010;

(h) The sixty day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on November 8, 2010; and

(i) The City Council hereby finds and determines that it is in the best interests of the City that the Area be established and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is hereby established a special service area located within the City to be known and designated as City of Chicago Special Service Area Number 13. The approximate street location of said territory consists of the area east on 34th Street then south to 35th Street; south on Morgan Avenue then east on 38th Street; south on Halsted Street then east on Pershing Avenue; south on Princeton Avenue then east on 40th Street; south on Wentworth Avenue then west on Root Street; north on Stewart Avenue then west on 41st Street; north on Normal Avenue then west on 49th Place; south on Wallace Street then west on Root Street; south on Halsted Street then west on 49th Street; north on Morgan Street then generally west on 47th Street; north on Loomis Street then west on 45th Street; generally north on Ashland Avenue then east on 35th Street; north on Justine Avenue to 34th Street. A legal description of the Area is attached as Exhibit 1 hereto and hereby incorporated herein. A map of the Area is attached as Exhibit 2 hereto and hereby incorporated herein. A list of Permanent Index Numbers for the properties in the Area is attached hereto as Exhibit 3 and hereby incorporated herein.

SECTION 4. Special Services Authorized. The Special Services authorized hereby include, but are not limited to: recruitment of new businesses to the Area, rehabilitation

activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives). The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization of Levy. There is hereby authorized to be levied in each year beginning in 2010 through and including 2029 the Services Tax upon the taxable property within the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed an annual rate of one and nine tenths percent (1.9%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Code. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION **6.** Appropriations. Based on the recommendation of the Department of Community Development, there is hereby appropriated the following sum in the amount and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

SPECIAL SERVICE AREA NUMBER 13

SPECIAL SERVICE AREA BUDGET

For the fiscal year beginning January 1, 2011 and ending December 31, 2011.

	EXPENDITURES
Service Provider Agreement for the provision of Special Services	$1,352,211
TOTAL BUDGET REQUEST	$1,352,211
SOURCE OF FUNDING	
Tax levy not to exceed an annual rate of one and nine tenths percent (1.9%) of the equalized assessed value, of taxable property within Special Service Area Number 13	$1,197,411
Carryover Funds	$154,800

SECTION 7. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of this ordinance, the sum of $ 1,197,411 as the amount of the Services Tax for the tax year 2010.

SECTION 8. Commission Authorized. There is hereby established the Stockyards Special Service Area Commission (the "Commission") which shall consist of eleven (11) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members. Of the initial Commission members, five (5) members shall be appointed to serve for two year terms, and six (6) members shall be appointed to serve for three year terms. Upon the expiration of the term of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of three years and until a successor is appointed. In the event of a vacancy on the Commission due to resignation, death, inability to serve, removal by the Mayor, or other reason, the Mayor, with the approval of City Council, shall appoint a successor. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve not more than two successive two year terms. The Commission may establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 9 hereof. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the Services Tax is authorized. The members of the Commission shall serve without compensation.

SECTION 9. Powers of the Commission. The Commission is hereby granted the following powers:

(a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council; and

(b) to recommend a sole service provider contract, including a scope of services and a contractor therefor, to the City Council for the provision of the Special Services.

SECTION 10. Service Provider Agreement. The Acting Commissioner of the Department of Community Development (the "Commissioner"), or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Back of the Yards Neighborhood Council (the " Organization"), in substantially the form attached hereto as Exhibit 5 and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 11. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be deemed to be null and void, the Area shall not be created, the Services Tax shall not be levied, and the Service Provider Agreement shall not be entered into or shall be deemed to be null and void and no compensation in connection therewith shall be provided to the Organization.

SECTION 12. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 13. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk"), in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map of the Area and a copy of the public hearing notice attached as Exhibit 4. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area, within 60 days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance on or prior to December 28, 2010, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2010 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 14. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 15. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 16. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

EXHIBIT 1

Legal Description

See attached pages.

SSA #13 Stockyards Legal Description

ALL THAT PART OF SECTION 4, SECTION 5 AND SECTION 8 IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID CORNER BEING 33 FEET SOUTH OF THE NORTH LINE OF WEST PERSHING ROAD AND 33 FEET WEST OF THE EAST LINE OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32 TO THE INTERSECTION WITH THE CENTER LINE OF WEST 35TH STREET (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF WEST 35TH STREET TO THE SOUTHERLY EXTENSION OF THE CENTER LINE OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING LOT 24 IN THE SUBDIVISION OF BLOCK 7 IN PARTITION OF LOT 31 AND 32 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE CENTER LINE OF SAID NORTH-SOUTH 16 FOOT PUBLIC ALLEY AND ALONG SAID CENTER LINE TO THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOT 19 IN SAID SUBDIVISION OF BLOCK 7 IN PARTITION OF LOT 31 AND 32 IN ASSESSOR'S DIVISION;

THENCE EAST ALONG THE CENTER LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY AND ALONG SAID CENTER LINE EXTENDED EAST TO THE CENTER LINE OF SOUTH JUSTINE STREET (66 FEET WIDE);

THENCE NORTH ALONG THE CENTER LINE OF SAID SOUTH JUSTINE STREET TO THE CENTER LINE OF WEST 34TH STREET (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF 34TH STREET TO THE CENTER LINE OF SOUTH IRON STREET (50 FEET WIDE);

THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF SOUTH IRON STREET TO THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 2 IN BLOCK 2 IN THE PARTITION OF LOTS 31 AND 32 OF ASSESSOR'S DIVISION, AFORESAID;

THENCE NORTHEASTERLY ALONG THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 2, ALONG SAID NORTHWESTERLY LINE AND ALONG THE NORTHEASTERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER;

THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CENTER LINE OF THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, BEING THE CENTER LINE OF WEST 35TH STREET (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF WEST 35TH STREET TO THE CENTER LINE OF SOUTH MORGAN STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH MORGAN STREET TO THE CENTER LINE OF WEST 38TH STREET (660FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF SOUTH 38TH STREET TO EAST LINE OF SAID SECTION 32, BEING THE CENTER LINE OF SOUTH HALSTED STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH HALSTED STREET TO SOUTHEAST CORNER OF SAID SECTION 32, BEING A POINT ON THE NORTH LINE OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5 TO THE NORTHEAST CORNER THEREOF, BEING ALSO THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 4, BEING A LINE 33 FEET NORTH OF THE SOUTH LINE OF WEST PERSHING ROAD TO THE CENTER LINE OF SOUTH PRINCETON AVENUE 66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH PRINCETON AVENUE TO THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-503-002;

THENCE EASTERLY FOLLOWING THE NORTHERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 20-04-503-002, ACROSS THE "PROPERTY ACQUIRED FOR THE SOUTH ROUTE OF THE COMPREHENSIVE SUPERHIGHWAY SYSTEM" PURSUANT TO ORDINANCE PASSED BY THE CHICAGO CITY COUNCIL JUNE 25, 1947, AS AMENDED, TO THE EAST LINE OF SAID PARCEL BEING THE WEST LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD;

THENCE SOUTH ALONG SAID EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-503-002, A DISTANCE OF 66 FEET TO THE SOUTH LINE OF SAID PARCEL;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-503-002, ACROSS THE "PROPERTY ACQUIRED FOR THE SOUTH ROUTE OF THE COMPREHENSIVE SUPERHIGHWAY SYSTEM", AFORESAID, TO THE WEST LINE OF SAID PROPERTY ACQUIRED, BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WENTWORTH AVENUE TO THE CENTER LINE OF WEST ROOT STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST ROOT STREET TO THE EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-501-002;

THENCE SOUTH ALONG SAID EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-501-002 TO THE SOUTH LINE OF SAID PARCEL, BEING THE SOUTH LINE OF SAID SECTION 4 AND ALSO BEING THE CENTER LINE OF WEST 47TH STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF 47TH STREET, A DISTANCE OF 33 FEET TO THE WEST LINE OF SAID PARCEL OF PROPERTY BEARING PIN 20-04-501-002;

THENCE NORTH ALONG SAID WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-501-002 TO THE CENTERLINE OF WEST 41ST STREET(66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 41ST STREET TO THE CENTER LINE OF SOUTH NORMAL STREET (66 FEET WIDE);

THENCE NORTH ALONG SAID CENTER LINE OF SOUTH NORMAL STREET TO THE CENTER LINE OF WEST 40TH PLACE (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 40TH PLACE TO THE CENTER LINE OF SOUTH WALLACE STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH WALLACE STREET TO THE CENTER LINE OF WEST ROOT STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST ROOT STREET TO THE WEST LINE OF SAID SECTION 4, BEING THE CENTER LINE OF SOUTH HALSTED STREET (80 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH HALSTED STREET TO THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE CENTER LINE OF WEST 47TH STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 47TH STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 30 IN BLOCK 1 OF NEWBERRY'S SUBDIVISION OF THE NORTH 1167.65 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 30, ALONG SAID EAST LINE AND ALONG THE SOUTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 24 TO 34 IN BLOCK 1 OF NEWBERRY'S SUBDIVISION, AFORESAID;

THENCE EAST ALONG THE CENTER LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY TO THE CENTER LINE OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 12 IN SAID BLOCK 1;

THENCE SOUTH ALONG THE CENTER LINE OF SAID NORTH-SOUTH 16 FOOT PUBLIC ALLEY AND THE SOUTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF WEST 47TH PLACE (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF WEST 47TH PLACE TO THE EAST LINE OF SAID SECTION 8, BEING THE CENTER LINE OF SOUTH HALSTED STREET (80 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH HALSTED STREET TO THE SOUTH LINE OF THE GRAND TRUNK RAILROAD, BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-08-500-006;

THENCE WEST ALONG SAID SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-08-500-006 TO THE CENTER LINE OF SOUTH MORGAN STREET (66 FEET WIDE);

THENCE NORTH ALONG SAID CENTER LINE OF SOUTH MORGAN STREET TO THE CENTER LINE OF THE EAST-WEST 15 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 25 IN STONE'S ADDITION TO CHICAGO, BEING A SUBDIVISION

OF THE EAST 10 ACRES OF THE NORTH 20 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE CENTER LINE OF SAID EAST-WEST 15 FOOT PUBLIC ALLEY AND ALONG SAID CENTER LINE TO THE EAST LINE OF SOUTH ABERDEEN STREET AS OPENED BY DEED RECORDED JANUARY 20, 1898 AS DOCUMENT 2640194;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH ABERDEEN STREET TO THE CENTER LINE OF WEST 47TH PLACE (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 47TH PLACE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 3 IN BLOCK 2 OF TRAVER'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 3, ALONG SAID EAST LINE AND ALONG THE SOUTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 AND 2 IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID;

THENCE EAST ALONG SAID CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY AND ALONG THE EASTERLY EXTENSION THEREOF, TO THE CENTER LINE OF SOUTH ABERDEEN STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH ABERDEEN STREET TO THE CENTER LINE OF WEST 48TH STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 48TH STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE NORTH-SOUTH 20 FOOT PUBLIC ALLEY IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID, AS DEDICATED BY ORDINANACE PASSED MARCH 1, 1979 AND RECORDED MAY 16, 1979 AS DOCUMENT 24962457;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID NORTH-SOUTH 20 FOOT PUBLIC ALLEY, ALONG SAID WEST LINE AND ALONG THE NORTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 20 TO 24 IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID;

THENCE WEST ALONG SAID CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22 IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 22, ALONG SAID WEST LINE AND ALONG THE NORTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF WEST 47TH PLACE (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 47TH PLACE TO THE CENTER LINE OF SOUTH RACINE AVENUE (66 FEET WIDE);

THENCE NORTH ALONG SAID CENTER LINE OF SOUTH RACINE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN COOK'S SUBDIVISION OF

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THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY AND ALONG SAID NORTH LINE TO THE EAST LINE OF LOT 2 IN SAID BLOCK 1;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTH LINE OF SAID LOT 2, BEING ALSO THE SOUTH LINE OF WEST 47TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 47TH STREET TO THE WEST LINE OF SAID LOT 2;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 TO THE SOUTH LINE THEREOF, BEING ALSO THE NORTH LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN COOK'S SUBDIVISION, AFORESAID;

THENCE WEST ALONG THE NORTH LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY TO THE EAST LINE OF LOT 7 IN SAID BLOCK 1;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 7 TO THE NORTH LINE THEREOF, BEING ALSO THE SOUTH LINE OF WEST 47TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 47TH STREET TO THE WEST LINE OF SAID LOT 7;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 7 TO THE SOUTH LINE THEREOF, BEING ALSO THE NORTH LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN COOK'S SUBDIVISION, AFORESAID;

THENCE WEST ALONG THE NORTH LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY TO THE WEST LINE OF LOT 9 IN BLOCK 1 IN COOK'S SUBDIVISION, AFORESAID;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 AND ALONG THE NORTHERLY EXTENSION THEREOF, TO THE ORIGINAL CENTER LINE OF WEST 47TH STREET (66 FEET WIDE) BEING THE NORTH LINE OF SAID SECTION 8;

THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 8 AND THE ORIGINAL CENTER LINE OF WEST 47TH STREET TO THE CENTER LINE OF SOUTH THROOP STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH THROOP STREET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN FOREMAN'S STOCK YARDS ADDITION IN SAID SECTION 8;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE CENTER LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY AND ALONG SAID CENTER LINE TO THE EAST LINE OF SOUTH ADA STREET;

THENCE WESTERLY TO THE INTERSECTION OF THE WEST LINE OF SAID SOUTH ADA STREET AND THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN W.S. FRAZIER'S SUBDIVISION OF THE

WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE WEST ALONG THE CENTER LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 43 IN BLOCK 1 OF W.S. FRAZIER'S SUBDIVISION, AFORESAID;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 43, ALONG SAID WEST LINE AND ALONG THE NORTHERLY EXTENSION THEREOF, TO THE SOUTH LINE OF SAID SECTION 5, BEING THE CENTER LINE OF WEST 47TH STREET (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF WEST 47TH STREET TO THE SOUTHERLY EXTENSION OF A LINE 364.45 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF

LOTS 9 AND 10 IN J.D. LEHMER'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE LINE 364.45 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 10 AND ALONG SAID PARALLEL LINE TO A POINT OF A NON-TANGENT CURVE, SAID POINT BEING 9.30 FEET NORTH OF THE SOUTH LINE OF SAID LOT 10, SAID SOUTH LINE OF LOT 10 BEING ALSO THE NORTH LINE OF SOUTH 47TH STREET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 655 FEET, A CENTRAL ANGLE OF 18 DEGREES 40 MINUTES 30 SECONDS, A DISTANCE OF 213.49 FEET TO A POINT OF COMPOUND CURVE;

THENCE CONTINUING NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 383 FEET, A CENTRAL ANGLE OF 35 DEGREES 10 MINUTES 00 SECONDS, A DISTANCE OF 235.08 FEET;

THENCE NORTH 21 DEGREES 18 MINUTES WEST, A DISTANCE OF 69.70 FEET TO A POINT ON THE WEST LINE OF LOT 9 IN J.D. LEHMER'S SUBDIVISION, AFORESAID, SAID POINT BEING 341.16 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 10, AFORESAID;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9, ALONG THE WEST LINES OF LOTS 3 AND 4 IN J.D. LEHMER'S SUBDIVISION, AFORESAID, AND ALONG SAID WEST LINES EXTENDED ACROSS THE 30 FOOT PRIVATE ALLEYS LYING BETWEEN SAID LOTS TO THE NORTHWEST CORNER OF SAID LOT 3, BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE EAST LINE OF THE WEST 175 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE NORTH ALONG THE EAST LINE OF THE WEST 175 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 379.25 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 15.81 FEET;

THENCE NORTH ALONG A LINE 140.81 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED, (SAID EAST LINE BEING A LINE 50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER) TO THE SOUTH LINE OF WEST 44TH STREET AS DEDICATED FOR PUBLIC STREET, RECORDED DECEMBER 31, 1969 AS DOCUMENT 21048001;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 44TH STREET TO THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE NORTH ALONG SAID EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED, TO A LINE 443.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE EAST ALONG SAID PARALLEL LINE TO A LINE 126.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE NORTH ALONG SAID PARALLEL, A DISTANCE OF 255.80 FEET TO A POINT OF CURVE;

THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 188.44 FEET, A DISTANCE 54.68 FEET TO A POINT 135.11 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER AND 140.81 FEET EAST OF THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE CONTINUING NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 6.04 FEET TO A POINT 129.60 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER AND 143.52 FEET EAST OF THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE CONTINUING NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 248 FEET, A DISTANCE OF 71.05 FEET TO A LINE 181.08 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 39.59 FEET TO A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 181.08 FEET TO THE EAST LINE OF SOUTH ASHLAND AVENUE AS WIDENED;

THENCE NORTH ALONG THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED, TO THE SOUTH LINE OF PRIVATE STREET NO. 2, WHICH LIES NORTH OF AND ADJOINING BLOCK 3 IN PACKER'S FIFTH ADDITION, A PRIVATE SUBDIVISION (BEING A SUBDIVISION OF LOTS 5 TO 10, INCLUSIVE, IN BLOCK 1, LOTS 5 TO 10, INCLUSIVE, IN BLOCK 2 AND LOTS 5 TO 10, INCLUSIVE, IN BLOCK 3 IN PACKER'S 2ND ADDITION TO CHICAGO);

THENCE EAST ALONG SAID SOUTH LINE OF PRIVATE STREET NO. 2 TO THE EAST LINE OF SAID BLOCK 3, BEING THE WEST LINE OF PRIVATE STREET NO. 4;

THENCE NORTH ALONG SAID WEST LINE OF PRIVATE STREET NO. 4 TO THE SOUTH LINE OF LOT 8 IN BLOCK 2 OF PACKER'S 5TH ADDITION, AFORESAID;

SSA #13 Stockyards Legal Description

THENCE WEST ALONG SAID SOUTH LINE OF LOT 8 AND THE WESTERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE NORTH-SOUTH 20 FOOT PRIVATE ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 15 IN BLOCK 2 OF PACKER'S 5TH ADDITION, AFORESAID;

THENCE NORTH ALONG THE CENTER LINE OF SAID NORTH-SOUTH 20 FOOT PRIVATE ALLEY TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 24 IN SAID BLOCK 2;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 24, ALONG SAID SOUTH LINE AND ALONG THE WESTERLY EXTENSION THEREOF, TO THE WEST LINE OF SAID SECTION 5, BEING 50 FEET WEST OF THE EAST LINE OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5 TO THE NORTHWEST CORNER THEREOF, BEING 33 FEET SOUTH OF THE NORTH LINE OF WEST PERSHING ROAD AND 40 FEET WEST OF THE EAST LINE OF SOUTH ASHLAND AVENUE EXTENDED NORTH AND ALSO BEING A POINT ON THE SOUTH LINE OF SAID SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID SECTION 32;

EXCEPTING THEREFROM, LOTS 7, 8, 10 AND 11 IN BLOCK 1 OF TRAVER'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THIS LEGAL DESCRIPTION FOR RECONSTITUTED SPECIAL SERVICE AREA #13, DATED AUGUST 16, 2010 WAS PREPARED BY:

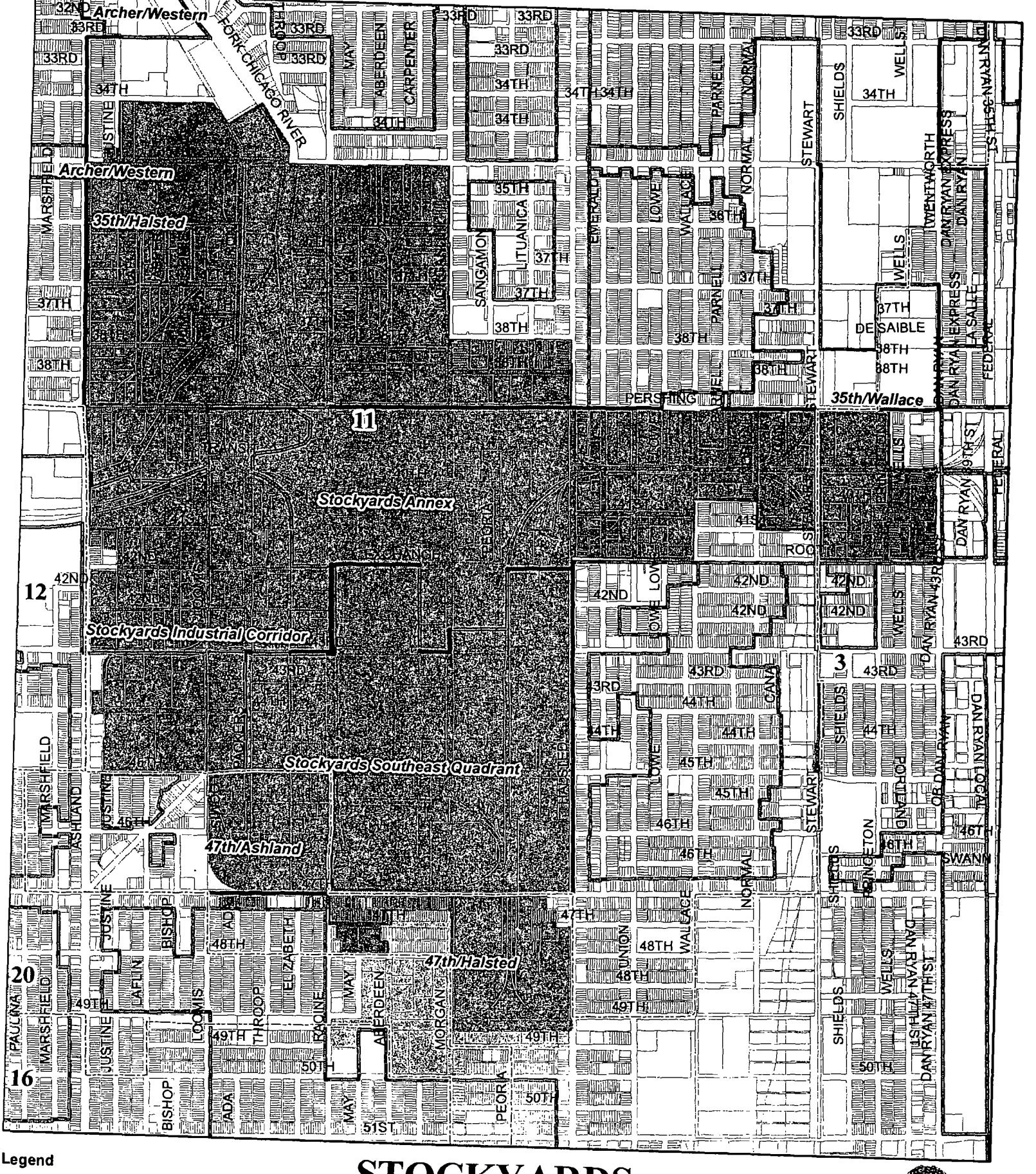
JAMES E. RORES

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2394
LICENSE EXPIRES NOVEMBER 30, 2010

EXHIBIT 2

Map

See attached.



Legend

- Stockyards
- Expansion Area
- TIF
- Ward

STOCKYARDS
SSA #13

N

CITY OF CHICAGO
RICHARD M. DALEY
MAYOR

DEPARTMENT OF COMMUNT
DEVELOPMENT
CHRISTINE RAGUSO
ACTING COMMISSIONER

EXHIBIT 3

Permanent Index Numbers

See attached pages.

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SSA #13 Stockyards PIN List 8-25-10 Page 3 of 3

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EXHIBIT 4

Public Hearing Notice

See attached pages.

SUN-TIMES MEDIA
Certificates of Publication

State of Illinois – County of ☒ Cook ☐ Kane ☐ Lake ☐ McHenry
☐ DuPage ☐ Will ☐ DeKalb ☐ Kendall ☐ Grundy

Sun-Times Media, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statue requirements fc publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1874. Amended By Laws 1959, P1494, and EFF.July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, P1..
Note: Legal Notice appeared in the following checked positions.

PUBLICATION DATE(S): 10/18/10

☐ **The Beacon News** ☐ **The Courier News**

☐ **The Herald News** ☐ **The Lake County News-Su**

☐ **The Naperville Sun** ☐ **The SouthTownStar**

☒ **The Chicago Sun-Times** ☐ **Pioneer Press/The Doings**

Weekly Papers

☐ **Batavia Sun**
☐ **Bolingbrook Sun**
☐ **Downers Grove Sun**
☐ **Fox Valley Villages Sun**
☐ **Geneva Sun**
☐ **Glen Ellyn Sun**
☐ **Homer Township/Lockport/Lemont Sun**
☐ **Lincoln Way Sun**
☐ **Lisle Sun**
☐ **Plainfield Sun**
☐ **St. Charles Sun**
☐ **Wheaton Sun**

fN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed and its official seal affixed at Aurora, Illinois

By

OFFICIAL SEAL
BEATRIZ C ASSELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/07/13

John G. Bieschke
Legal Advertising Manager (Official Title)

Subscribed and swom to before me this 18 Day of October A.D. 2010

By: Beatriz C. Assell
Notary Public

Notice of Public Hearing

City of Chicago Special Service Area Number 13.

Notice is hereby given that at 10:00 o'clock a.m., on the 8th day of November, 2010 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 13 (the "Area") and the authorization of the levy of a special annual ad valorem tax (the "Services Tax") within the Area. The Services Tax is being considered to be authorized to be levied in tax years 2010 through and including 2029. The purpose of creating the Area shall be to provide special services within the Area, which may include but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services.".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of (one and nine tenths percent (1.9%) of the equalized assessed value of taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated herein as Exhibit 1. The approximate street location of said territory consists of east on 34th Street then south to 35th Street; south on Morgan Avenue then east on 38th Street; south on Halsted Street then east on Pershing Avenue; south on Princeton Avenue then east on 40th Street; south on Wentworth Avenue then west on Root Street; north on Stewart Avenue then west on 41st Street; north on Normal Avenue then west on 49th Place; south on Wallace Street then west on Root Street; south on Halsted Street then west on 49th Street; north on Morgan Street then generally west on 47th Street; north on Loomis Street then west on 45th Street; generally north on Ashland Avenue then east on 35th Street; north on Justine Avenue to 34th Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this 6th day of October, 2010.

City Clerk, City of Chicago,
Cook County, Illinois

EXHIBIT 1

Legal Description and Permanent Index Numbers

SSA #13 Stockyards Legal Description

ALL THAT PART OF SECTION 4, SECTION 5 AND SECTION 8 IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID CORNER BEING 33 FEET SOUTH OF THE NORTH LINE OF WEST PERSHING ROAD AND 33 FEET WEST OF THE EAST LINE OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32 TO THE INTERSECTION WITH THE CENTER LINE OF WEST 35TH STREET (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF WEST 35TH STREET TO THE SOUTHERLY EXTENSION OF THE CENTER LINE OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING LOT 24 IN THE SUBDIVISION OF BLOCK 7 IN PARTITION OF LOT 31 AND 32 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE CENTER LINE OF SAID NORTH-SOUTH 16 FOOT PUBLIC ALLEY AND ALONG SAID CENTER LINE TO THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING LOT 13 IN SAID SUBDIVISION OF BLOCK 7 IN PARTITION OF LOT 31 AND 31 IN ASSESSOR'S DIVISION;

THENCE EAST ALONG THE CENTER LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY AND ALONG SAID CENTER LINE EXTENDED EAST TO THE CENTER LINE OF SOUTH JUSTINE STREET (66 FEET WIDE);

THENCE NORTH ALONG THE CENTER LINE OF SAID SOUTH JUSTINE STREET TO THE CENTER LINE OF WEST 34TH STREET (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF 34TH STREET TO THE CENTER LINE OF SOUTH IRON STREET (50 FEET WIDE);

THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF SOUTH IRON STREET TO THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 2 IN BLOCK 2 IN THE PARTITION OF LOTS 31 AND 32 OF ASSESSOR'S DIVISION, AFORESAID;

THENCE NORTHEASTERLY ALONG THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 2, ALONG SAID NORTHWESTERLY LINE AND ALONG THE NORTHEASTERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER;

THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CENTER LINE OF THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, BEING THE CENTER LINE OF WEST 38TH STREET (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF WEST 38TH STREET TO THE CENTER LINE OF SOUTH MORGAN STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH MORGAN STREET TO THE CENTER LINE OF WEST 38TH STREET (660FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF SOUTH 38TH STREET TO EAST LINE OF SAID SECTION 32, BEING THE CENTER LINE OF SOUTH HALSTED STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH HALSTED STREET TO SOUTHEAST CORNER OF SAID SECTION 32, BEING A POINT ON THE NORTH LINE OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5 TO THE NORTHEAST CORNER THEREOF, BEING ALSO THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 4, BEING A LINE 33 FEET NORTH OF THE SOUTH LINE OF WEST PERSHING ROAD TO THE CENTER LINE OF SOUTH PRINCETON AVENUE (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH PRINCETON AVENUE TO THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-503-002;

THENCE EASTERLY FOLLOWING THE NORTHERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 20-04-503-002, ACROSS THE "PROPERTY ACQUIRED FOR THE SOUTH ROUTE OF THE COMPREHENSIVE SUPERHIGHWAY SYSTEM" PURSUANT TO ORDINANCE PASSED BY THE CHICAGO CITY COUNCIL JUNE 25, 1947, AS AMENDED, TO THE EAST LINE OF SAID PARCEL BEING THE WEST LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD;

THENCE SOUTH ALONG SAID EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-503-002, A DISTANCE OF 66 FEET TO THE SOUTH LINE OF SAID PARCEL;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-503-002, ACROSS THE "PROPERTY ACQUIRED FOR THE SOUTH ROUTE OF THE COMPREHENSIVE SUPERHIGHWAY SYSTEM", AFORESAID, TO THE WEST LINE OF SAID PROPERTY ACQUIRED, BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WENTWORTH AVENUE TO THE CENTER LINE OF WEST ROOT STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST ROOT STREET TO THE EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-501-002;

THENCE SOUTH ALONG SAID EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-501-002 TO THE SOUTH LINE OF SAID PARCEL BEING THE SOUTH LINE OF SAID SECTION 4 AND ALSO BEING THE CENTER LINE OF WEST 47TH STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF 47TH STREET, A DISTANCE OF 33 FEET TO THE WEST LINE OF SAID PARCEL OF PROPERTY BEARING PIN 20-04-501-002;

THENCE NORTH ALONG SAID WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-04-501-002 TO THE CENTERLINE OF WEST 41ST STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 41ST STREET TO THE CENTER LINE OF SOUTH NORMAL STREET (66 FEET WIDE);

THENCE NORTH ALONG SAID CENTER LINE OF SOUTH NORMAL STREET TO THE CENTER LINE OF WEST 40TH PLACE (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 40TH PLACE TO THE CENTER LINE OF SOUTH WALLACE STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH WALLACE STREET TO THE CENTER LINE OF WEST ROOT STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST ROOT STREET TO THE WEST LINE OF SAID SECTION 4, BEING THE CENTER LINE OF SOUTH HALSTED STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH HALSTED STREET TO THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE CENTER LINE OF WEST 47TH STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 47TH STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 30 IN BLOCK 1 OF NEWBERRY'S SUBDIVISION OF THE NORTH 1167.65 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 30, ALONG SAID EAST LINE AND ALONG THE SOUTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 24 TO 34 IN BLOCK 1 OF NEWBERRY'S SUBDIVISION, AFORESAID;

THENCE EAST ALONG THE CENTER LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY TO THE CENTER LINE OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 12 IN SAID BLOCK 1;

THENCE SOUTH ALONG THE CENTER LINE OF SAID NORTH-SOUTH 16 FOOT PUBLIC ALLEY AND THE SOUTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF WEST 47TH PLACE (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF WEST 47TH PLACE TO THE EAST LINE OF SAID SECTION 8, BEING THE CENTER LINE OF SOUTH HALSTED STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH HALSTED STREET TO THE SOUTH LINE OF THE CHICAGO TRUNK RAILROAD, BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-08-500-006;

THENCE WEST ALONG SAID SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-08-500-006 TO THE CENTER LINE OF SOUTH MORGAN STREET (66 FEET WIDE);

THENCE NORTH ALONG SAID CENTER LINE OF SOUTH MORGAN STREET TO THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 25 IN STONE'S ADDITION TO CHICAGO, BEING A SUBDIVISION

OF THE EAST 10 ACRES OF THE NORTH 20 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE CENTER LINE OF SAID EAST-WEST 15 FOOT PUBLIC ALLEY AND ALONG SAID CENTER LINE TO THE EAST LINE

OF SOUTH ABERDEEN STREET AS OPENED BY DEED RECORDED JANUARY 20, 1898 AS DOCUMENT 2640194;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH ABERDEEN STREET TO THE CENTER LINE OF WEST 47TH PLACE (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 47TH PLACE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 3 IN BLOCK 2 OF TRAVER'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 3, ALONG SAID EAST LINE AND ALONG THE SOUTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 AND 2 IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID;

THENCE EAST ALONG SAID CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY AND ALONG THE EASTERLY EXTENSION THEREOF, TO THE CENTER LINE OF SOUTH ABERDEEN STREET (66 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH ABERDEEN STREET TO THE CENTER LINE OF WEST 48TH STREET (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 48TH STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE NORTH-SOUTH 20 FOOT PUBLIC ALLEY IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID, AS DEDICATED BY ORDINANCE PASSED MARCH 14, 1929 AND RECORDED MAY 16, 1929 AS DOCUMENT 2496245;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID NORTH-SOUTH 20 FOOT PUBLIC ALLEY, ALONG SAID WEST LINE AND ALONG THE NORTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 20 TO 24 IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID;

THENCE WEST ALONG SAID CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 20 TO 24 IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID NORTH-SOUTH 16 FOOT PUBLIC ALLEY TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22 IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID;

THENCE NORTH ALONG SAID CENTER LINE OF THE EAST-WEST 14 FOOT PUBLIC ALLEY TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22 IN BLOCK 2 OF TRAVER'S SUBDIVISION, AFORESAID;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 22, ALONG SAID WEST LINE AND ALONG THE NORTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF WEST 47TH PLACE (66 FEET WIDE);

THENCE WEST ALONG SAID CENTER LINE OF WEST 47TH PLACE TO THE CENTER LINE OF SOUTH RACINE AVENUE (66 FEET WIDE);

THENCE NORTH ALONG SAID CENTER LINE OF SOUTH RACINE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN COOK'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY AND ALONG SAID NORTH LINE TO THE EAST LINE OF LOT 2 IN SAID BLOCK 1;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTH LINE OF SAID LOT 2, BEING ALSO THE SOUTH LINE OF WEST 47TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 47TH STREET TO THE WEST LINE OF SAID LOT 2;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 TO THE SOUTH LINE THEREOF, BEING ALSO THE NORTH LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN COOK'S SUBDIVISION, AFORESAID;

THENCE WEST ALONG THE NORTH LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY TO THE WEST LINE OF LOT 9 IN BLOCK 1 IN COOK'S SUBDIVISION, AFORESAID;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 AND ALONG THE NORTHERLY EXTENSION THEREOF, TO THE ORIGINAL CENTER LINE OF WEST 47TH STREET (66 FEET WIDE) BEING THE NORTH LINE OF SAID SECTION 8;

THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 8 AND THE ORIGINAL CENTER LINE OF WEST 47TH STREET TO THE CENTER LINE OF SOUTH THROOP STREET (60 FEET WIDE);

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH THROOP STREET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN FOREMAN'S STOCK YARDS ADDITION IN SAID SECTION 5,

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE CENTER LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY AND ALONG SAID CENTER LINE TO THE EAST LINE OF SOUTH ASHLAND STREET;

THENCE WESTERLY TO THE INTERSECTION OF THE WEST LINE OF SAID SOUTH ASHLAND STREET AND THE CENTER LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF WEST 47TH STREET IN BLOCK 1 IN W.S. FRAZIER'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE WEST ALONG THE CENTER LINE OF SAID EAST-WEST 16 FOOT PUBLIC ALLEY TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 43 IN BLOCK 1 OF W.S. FRAZIER'S SUBDIVISION, AFORESAID;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 43, ALONG SAID WEST LINE AND ALONG THE NORTHERLY EXTENSION THEREOF, TO THE SOUTH LINE OF SAID SECTION 5, BEING THE CENTER LINE OF WEST 47TH STREET (66 FEET WIDE);

THENCE EAST ALONG SAID CENTER LINE OF WEST 47TH STREET TO THE SOUTHERLY EXTENSION OF A LINE 364.45 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 5 AND 10 IN J.O. LEHMER'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOTS 9 AND 10 AND ALONG SAID PARALLEL LINE TO A POINT OF A NON-TANGENT CURVE, SAID POINT BEING 0.30 FEET NORTH OF THE SOUTH LINE OF SAID LOT 10, SAID SOUTH LINE OF LOT 10 BEING ALSO THE NORTH LINE OF SOUTH 47TH STREET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 655 FEET, A CENTRAL ANGLE OF 18 DEGREES 40 MINUTES 30 SECONDS, A DISTANCE OF 213.49 FEET TO A POINT OF COMPOUND CURVE;

THENCE CONTINUING NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 383 FEET, A CENTRAL ANGLE OF 35 DEGREES 10 MINUTES 00 SECONDS, A DISTANCE OF 235.03 FEET;

THENCE NORTH 21 DEGREES 18 MINUTES WEST, A DISTANCE OF 69.70 FEET TO A POINT ON THE WEST LINE OF LOT 5 IN J.D. LEHMER'S SUBDIVISION, AFORESAID, SAID POINT BEING 341.18 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 10, AFORESAID;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 5, ALONG THE WEST LINES OF LOTS 3 AND 4 IN J.D. LEHMER'S SUBDIVISION, AFORESAID, AND ALONG SAID WEST LINES EXTENDED ACROSS THE 16 FOOT PRIVATE ALLEYS LYING BETWEEN SAID LOTS TO THE NORTHWEST CORNER OF SAID LOT 3, BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE EAST LINE OF THE WEST 175 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE NORTH ALONG THE EAST LINE OF THE WEST 175 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 379.25 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 15.81 FEET;

THENCE NORTH ALONG A LINE 140.51 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED, (SAID EAST LINE BEING A LINE 50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE SOUTH LINE OF WEST 44TH STREET AS DEDICATED FOR PUBLIC STREET RECORDED DECEMBER 31, 1969 AS DOCUMENT 21048001;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 44TH STREET TO THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE NORTH ALONG SAID EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED, TO A LINE 443.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE EAST ALONG SAID PARALLEL LINE TO A LINE 126.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE NORTH ALONG SAID PARALLEL, A DISTANCE OF 255.80 FEET TO A POINT OF CURVE,

THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 188.44 FEET, A DISTANCE 54.68 FEET TO A POINT 135.11 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER AND 140.81 FEET EAST OF THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE CONTINUING NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 6.04 FEET TO A POINT 129.60 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER AND 143.52 FEET EAST OF THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE CONTINUING NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 248 FEET, A DISTANCE OF 71.05 FEET TO A LINE 181.08 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED;

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 39.59 FEET TO A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 181.05 FEET TO THE EAST LINE OF SOUTH ASHLAND AVENUE AS WIDENED;

THENCE NORTH ALONG THE EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED, TO THE SOUTH LINE OF PRIVATE STREET NO. 2, WHICH LIES NORTH OF AND ADJOINING BLOCK 3 IN PACKER'S FIFTH ADDITION, A PRIVATE SUBDIVISION (SERVE A SUBDIVISION OF LOTS 5 TO 10, INCLUSIVE, IN BLOCK 1, LOTS 5 TO 10, INCLUSIVE, IN BLOCK 2 AND LOTS 5 TO 10, INCLUSIVE, IN BLOCK 3 IN PACKER'S 2ND ADDITION TO CHICAGO);

THENCE EAST ALONG SAID SOUTH LINE OF PRIVATE STREET NO. 2 TO THE EAST LINE OF SAID BLOCK 3, BEING THE WEST LINE OF PRIVATE STREET NO. 4;

THENCE NORTH ALONG SAID WEST LINE OF PRIVATE STREET NO. 4 TO THE SOUTH LINE OF LOT 6 IN BLOCK 2 OF PACKER'S 5TH ADDITION, AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 6 AND THE WESTERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE NORTH-SOUTH 20 FOOT PRIVATE ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 15 IN BLOCK 2 OF PACKER'S 5TH ADDITION, AFORESAID;

THENCE NORTH ALONG THE CENTER LINE OF SAID NORTH-SOUTH 20 FOOT PRIVATE ALLEY TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 24 IN SAID BLOCK 2;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 24, ALONG SAID SOUTH LINE AND ALONG THE WESTERLY EXTENSION THEREOF, TO THE WEST LINE OF SAID SECTION 5, BEING 50 FEET WEST OF THE EAST LINE OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5 TO THE NORTHWEST CORNER THEREOF, BEING 30 FEET SOUTH OF THE NORTH LINE OF WEST PERSHING ROAD AND 40 FEET WEST OF THE EAST LINE OF SOUTH ASHLAND AVENUE EXTENDED NORTH AND ALSO BEING A POINT ON THE SOUTH LINE OF SAID SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID SECTION 32;

EXCEPTING THEREFROM LOTS 7, 8, 10 AND 11 IN BLOCK 1 OF TRAVER'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THIS LEGAL DESCRIPTION FOR RECONSTITUTED SPECIAL SERVICE AREA #13, DATED AUGUST 18, 2010 WAS PREPARED BY:

JAMES E. RORES

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2394

LICENSE EXPIRES NOVEMBER 30, 2010

SSA #13 Stockyards PIN List 8-25-10

17-32-113-043-0000	17-32-300-018-0000	17-32-300-046-0000	17-32-300-073-0000	17-32-300-100-0000	17-32-300-138-0000
17-32-113-050-0000	17-32-300-021-0000	17-32-300-047-0000	17-32-300-074-0000	17-32-300-101-0000	17-32-300-137-0000
17-33-114-027-0000	17-32-300-022-0000	17-32-300-048-0000	17-32-300-075-0000	17-32-300-103-0000	17-32-300-141-0000
17-32-114-028-0000	17-32-300-025-0000	17-32-300-049-0000	17-32-300-076-0000	17-32-300-105-0000	17-32-300-142-0000
17-32-115-003-0000	17-32-300-026-0000	17-32-300-050-0000	17-32-300-077-0000	17-32-300-108-0000	17-32-300-145-0000
17-32-115-004-0000	17-32-300-027-0000	17-32-300-051-0000	17-32-300-078-0000	17-32-300-107-0000	17-32-300-148-0000
17-32-300-001-0000	17-32-300-029-0000	17-32-300-052-0000	17-32-300-079-0000	17-32-300-114-0000	17-32-300-149-0000
17-32-300-002-0000	17-32-300-031-0000	17-32-300-055-0000	17-32-300-080-0000	17-32-300-115-0000	17-32-300-150-0000
17-32-300-006-0000	17-32-300-032-0000	17-32-300-056-0000	17-32-300-081-0000	17-32-300-116-0000	17-32-300-151-0000
17-32-300-007-0000	17-32-300-033-0000	17-32-300-057-0000	17-32-300-082-0000	17-32-300-120-0000	17-32-300-152-0000
17-32-300-008-0000	17-32-300-034-0000	17-32-300-058-0000	17-32-300-084-0000	17-32-300-121-0000	17-32-300-153-0000
17-32-300-009-0000	17-32-300-035-0000	17-32-300-059-0000	17-32-300-090-0000	17-32-300-124-0000	17-32-300-154-0000
17-32-300-010-0000	17-32-300-036-0000	17-32-300-060-0000	17-32-300-091-0000	17-32-300-125-0000	17-32-300-156-0000
17-32-300-011-0000	17-32-300-037-0000	17-32-300-061-0000	17-32-300-092-0000	17-32-300-126-0000	17-32-300-158-0000
17-32-300-012-0000	17-32-300-038-0000	17-32-300-067-0000	17-32-300-095-0000	17-32-300-130-0000	17-32-300-159-0000
17-32-300-013-0000	17-32-300-039-0000	17-32-300-069-0000	17-32-300-096-0000	17-32-300-131-0000	17-32-300-160-0000
17-32-300-014-0000	17-32-300-040-0000	17-32-300-070-0000	17-32-300-097-0000	17-32-300-133-0000	17-32-300-161-0000
17-32-300-015-0000	17-32-300-042-0000	17-32-300-071-0000	17-32-300-098-0000	17-32-300-134-0000	17-32-300-162-0000
17-32-300-017-0000	17-32-300-045-0000	17-32-300-072-0000	17-32-300-099-0000	17-32-300-135-0000	17-32-300-163-0000

SSA #13 Stockyards PIN List 8-25-10

17-32-300-164-0000	17-32-400-105-0000	17-32-417-007-0000	20-04-100-011-0000	20 04-111-010-0000	20 04-309-020 0000	20-05-101-017-0000	20 05-106-001-0000	20-05-200-034-0000	20-05-200-134-0000	20-05-312-019-0000	20-06-200-036-0000
17-32-300-165-0000	17-32-400-106-0000	17-32-417-008-0000	20 04-100 012-0000	2)-04-111-011-0000	20-04-210-001-0000	20-05-101-018-0000	20-05-106-003-0000	20-05-200-035-0000	20-05-200-135-0000	20-05-400-003-0000	20-08-200-037-0000
17-32-300-167-0000	17-32-400-107-0000	17-32-417-009-0000	20-04-100-013-0000	20-04-112-001-0000	20-04-210-002-0000	30-05-101-019-0000	20-05-106-004-0000	20-05-200-036-0000	20-05-200-138-0000	20-05-400-004-0000	20-06-200-038-0000
17-32-300-169-0000	17-32-400-108-0000	17-32-417-010-0000	20-04-100-014-0000	20-04-112-009-0000	20-04-210-003-0000	20-05-101-022-0000	20-05-105-006-0000	20-05-300-037-0000	20-05-200-140-0000	20-05-400-006-0000	20-06-200-039-0000
17-32-300-170-0000	17-32-400-111-0000	17-32-417-011-0000	20-04-101-001-0000	20-04-112-010-0000	20-04-210-004-0000	20-05-101-023-0000	20-05-106-007-0000	20-05-200-039-0000	20-05-200-141-000O	20-05-400-009-0000	30-06-200-040-0000
17-32-300-171-0000	17-32-400-112-0000	17-32-417-012-0000	20-04-101-002-0000	20-04-112-011-0000	20-04-210-005-0000	20-05-101-024-0000	20-05-106-008-0000	20-05-200-040-0000	20-05-200-142-0000	20-05-400-012-0000	20-05-200-041-0000
17-32-300-174-0000	17-32-400-116-0000	17-32-417-013-0000	20 04-101-003-0000	20-04-112-012-0000	20-04-211-001-0000	20-05-101-025-0000	20-05-106-009-000O	20-05-200-041-0000	20-05-200-144-0000	20-05-400-014-0000	20 08-201-001-0000
17-32-300-175-0000	17-32-400-117-0000	17-32-417-014-0000	20-04-102-002-0000	20-04-112-013-0000	20-04-211-002-0000	20-05-101-027-0000	30-05-106-011-0000	20-05-200-042-0000	20-05-200-145-0000	20-05-400-016-0000	20-06-201-003-0000
17-32-300-176-0000	17-32-400-119-0000	17-32-417-015-0000	20-04-102-003-0000	20-04-112-014-0000	20-04-311-003-0000	20-05-101-028-0000	20-05-106-013-0000	20-05-200-043-0000	20-05-200-146-0000	20-05-400-017-0000	20-08-201-003-0000
17-32-300-177-0000	17-32-400-120-0000	17-32-417-016-0000	20 04-102-004-0000	20-04-112-015-0000	20-04-211-004-0000	20-05-101-030-0000	20-05-107-014-0000	20-05-200-045-0000	20-05-200-148-0000	70-05-400-018-0000	20-06-201-004-0000
17-32-300-178-0000	17-32-400-122-0000	17-32-417-017-0000	2(M04-103-002-0000	20-04-112-016-0000	20-04-211-005-0000	20-05-101-031-0000	20-0S-108-001-0000	20-05-200-046-0(00	20-05-200-149-0000	30-05-400-020-0000	20-06-201-009-0000
17-32-300-179-0000	17-32-400-123-0000	17-32-417-018-0000	20-04-103-009-0000	20-04-113-002-0000	20-04-211-006 0000	20-05-101-032-0000	20-05-108-010 0000	20-05-200-047-0000	20-05-300-150-0000	30 05-400-031-0000	20-06-201-010-0000
17-32-300-1B2-0000	17-32-400-124-0000	17-32-417-019-0000	20-04-103-0D4-0000	20 04-113-004-0000	20-04-211-007-0000	20-05-101-033-0000	20-05-106-011-0000	20-05-200-048-0000	20-05-200-151-0000	20-05-400-023-0000	20 06-201-011-0000
17-32-300-1(3-0000	17-32-400-125-0000	17-32-418-006-0000	20-04-103-005-0000	20-04-113-005-0000	20 04-211-006-0000	20-06-101-034-0000	20-05-108-012-0000	70-05-200-049-0000	20-0S-200-153-000O	20-05-400-023-0000	20-06-201-013-0000
17-32-300-184-0000	17-32-400-126-0000	17-32-418-007-0000	20-04-103-006-0000	20-04-113-006-0000	20-04-211-009-0000	20-05-101-035-0000	30 0S-106-013-0000	20-05-200-050-0000	20-05-300-153-0000	30-06-400-024-0000	70-08-201-013-0000
17-32-300-185-(000	17-32-400-127-0000	17-32-418-006-0000	20-04-104-001-0000	2)-04-113-009-0000	20-04-211-010-0000	20-05-101-037-0000	20-05-108-014-0000	20-05-200-052-0000	20-05-200-154-0000	20-05-400-025-0000	20-06-201-014-0000
17-32-300-186-0000	17-32-400-128-0000	17-32-418-009-0000	20 04-104-002-0000	20-04-113-010-0000	20-04-211-011-0000	30-05-101-038-0000	20-05-106-015-0000	20-05-200-053-0000	20-05-200-155-0000	20-05-500-001-0000	20-08-201-015 0000
17-32-300-187-0000	17-32-400-129-0000	17-33-418-014-0000	20-04-104-004-0000	20-04-113-01T-0000	20-04-211-012-0000	20-05-101-039-0000	20-05-106-016-0000	20-05-200-060-0000	29-05-300-156-0000	20-05-500-002-0000	20-06-201-016-0000
17-32-300-180-0000	17-32-400-131-0000	17-32-419-016-0000	20-04-104-010-0000	20-04-113-012-0000	20-04-211-013-0000	20-05-101-040-0006	20-05-106-017-0000	20-05-200-061-0000	20-05-200-156-0000	20-08-104-005-0000	20-06-201-017-0000
17-32-300-1B9-0000	17-32-400-132-0000	17-32-418-016-0000	20-04-104-012-0000	20 04-119-013-0000	20-04-211-014-0000	20-05-101-041-0000	20-05-108-016-0000	20-05-200 062-0000	70-05-200-159-0000	20-08-104-006-0000	20-08-301-018-0000
17-32-300-190-0000	17-32-400-135-0000	17-32-418-017-0000	20-04-104-013-0000	20 04-113-014-0000	20-04-211-015-0000	20-05-101-043-0000	20-05-108-010-0000	20-05-200-063-0000	20-05-200-160-0000	20-06-104-007-0000	20 06-201-010-0000
17-32-300-191-0000	17-32-400-137-0000	17-32-418-018-0000	20-04-104-014-0000	20-04-113-015-0000	20-04-211-016-0000	20-05-102-001-0000	20-05-10B-020-0000	20-05-200-064-0000	2(M05-200-181-0000	30-06-104-006-0000	20-06-201-020-0000
17-32-300-162-0000	17-32-400-138-0000	17-32-416-019-0000	20 04-104-015-0000	20-04-113-018-00C0	20-04-211-017-0000	20-05-102-002-0000	20-05-108-021-0000	20-05-300-065-0000	20-05-200-162-0000	20-06-105-001-0000	20-08-201-045-0000
17-32-300-183-0000	17-32-400-139-0000	17-32-418-021-000O	20-04-104-016-0000	20 04-113-018-0000	2)-04-211-016-0000	20-05-102-003-0000	20-05-100-002-0000	20-05-200-066-0000	20-05-300-001-0000	30-06-105-002-0000	20-08-201-046-0000
17-32-300-194-0000	17-32-400-T40-0000	17-32-41B-022-0000	20-04-105-001-0000	20-04-113-019-0000	20-04-211-019-0000	20-(6-102-004-0000	20-05-109-003-0000	20-05-200-067-0000	20-05-300-013-0000	20-06-105-003-0000	20-06-202-035-0000
17-32-300-195-0000	17-32-400-141-0000	17-32-41B-024-0000	20-04-105-002-0000	20-04-113-020-0000	20-04-211-030-0000	20-05-102-006-0000	20-0S-110-006-0000	30-05-200-068-0000	70-05-300-016-0000	20-08-105 004-0000	20-08-202-037-0000
17-32-300-196-0000	17-32-400-142-0000	17-32-418-025-0000	20-04-105-003-0000	20-04-114-001-0000	20-O4-211-021-0000	20-05-103-011-0000	20-05-110-007-0000	20-05-200-070-0000	20-05-300-019-0000	20-06-105-005-0000	20-08-306-002-0000
17-32-400-013-0000	17-32-400-143-0000	17-32-418-026-0000	20-04-105-004-0000	20-04-114-002-0000	20-04-211-022-0000	20-05-102-012-0000	20-05-110-008-0000	20-05-200-071-0000	20-05-300-020-0000	20-08-105-006-0000	20-06-206-003-0000
17-32-400-014-0000	17-32-400-144-0000	17-32-418-027-0000	20-04-105-00S-0000	30-04-114-003-0000	20-04-211-023-0000	20-05-102-016-0000	20-05-110-009-0000	20-05-200-072-0000	20-05-300-021-0000	20-08-105-007-0000	20-08-207-003-0000
17-32-400-016-0000	17-32-400-145-0000	17-32-419-001-0000	20-04-105-007-0000	20 04-114-004-0000	20-04-211-036-0000	20-05-102-019-0000	20-05-110-010-0000	20-05-200-073-0000	20-05-300-024-0000	20-0B-107-0C0-0000	20-08-207-004-0000
17-32-400-017-0000	17-32-400-146-0000	17-32-419-002-0000	70-04-105-011-0000	20-04-114-005-0000	20-04-311-037-0000	20-05-102-020-0000	20-05-110-011-0000	20-05-200-074-0000	20-05-300-035-0000	20-08-107-004-0000	20-08-207-005-0000
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17-32-400-021-0000	17-32-400-148-0000	17-32-419-004-0000	20-04-105-014-0000	20-04-114-019-0000	30-04-211-040-0000	20-05-102-023-0000	20-05-110-013-0000	20-08-200-076-0000	30-05-300-039-0000	20-08-107-007-0000	20-08-207-009-0000
17-32-400-022-0000	17-32-400-149-0000	17-32-419-005-0000	20-04-105-015-0000	20-04-114-020-0000	20-04-212-001-0000	20-05-102-024-0000	30-05-111-016-0000	20-05-200-077-0000	20-05-300-030-0000	20-08-107-006-0000	30-08-207-010-0000
17-32-400-023-0000	17-32-401-150-0000	17-32-419-006-0000	20-04-105-016-0000	20-04-114-021-0000	20-04-212-002-0000	20-05-102-025-0000	20-05-111-017-0000	20-05-200-079-0000	20-05-300-031-0000	20-06-107-009-0000	30-08-207-011-0000
17-32-400-027-0000	17-32-400-151-0000	17-32-419-007-0000	20-04-105-017-0000	20-04-114-022-0000	20-04-212-003-0000	20-05-102-027-0000	20-05-112-001-0000	20-05-200-061-0000	20-05-300-032-0000	20-08-107-011-0000	20-08-307-012-0000
17-32-400-028-0000	17-32-400-152-0000	17-32-419-008-8000	20-04-105-018-0000	20-04-114-023-0000	20-04-212-004-0000	20-05-102-030-0000	20-05-112-010-0000	20-05-200-083-0000	20-05-301-001-0000	20-08-200-001-0000	20-08-207-013-0000
17-32-400-029-0000	17-32-400-153-0000	17-32-419-009-0000	20-04-105-013-0000	20-04-114-049-0000	20-04-712-005-0000	20-05-102-C33-0000	20-05-112-011-0000	20-05-200-083-0000	20-05-301-002-0000	20-08-200-002-0000	20-08-207-014-0000
17-32-400-030 0000	17-32-401-001-0000	17-32-419-010-0000	20-04-105-020-0000	20-04-114-051-0000	20-04-212-037-0000	20-05-102-034-0000	20-06-112-012-0000	20-05-200-0B8-0000	20-05-301-003-0000	20-08-200-003-0000	20-08-207-015-0000
17-32-400-032-0000	17-32-401-002-0000	17-32-419-011-0000	20-04-105-021-0000	20-04-114-052-0000	20-04-212-036-0000	20-05-102-035-0000	20-05-112-013-0000	20-05-200-090-0000	20-05-301-004-0000	20-06-200-004-0000	20-08-207-016-0000
17-32-400-033-0000	17-32-401-003-0000	17-32-419-012-0000	20-04-106-003-0000	20-04-114-056-0000	20-04-212-061-0000	20-05-102-037-0000	20-05-112-014-0000	20-05-200-094-0000	20-05-302-003-0000	20-08-200-005 0000	20-08-307-017-0000
17-32-400-034-0000	17-32-401-004-0000	17-32-418-013-0000	20-04 106-009-0000	20 04-114-057-0000	20-04-312-062-0000	20-05-102-038-0000	20-05-112 01S-0000	20-05-200-095-0000	20 05-303-004-0000	20-0B-300-00G-0000	20-06-207-026-0000
17-32-400-035-0000	17-32-401-005-0000	17-32-419-014-0000	20-04-106-006 0000	20-04-200-004-0000	20-04-212-065-0000	20-05-103-040-0000	30-05-113-004-0000	20-05-200-096-0000	20-05-302-007-0000	30-08-200 007-0000	20-08-207-029-0000
17-32-400-036-0000	17-32-401-006-0000	17-32-419-015-0000	20-04-106-007-0000	20-04-200-007-0000	20-04-212-066-0000	20-05-102-041-0000	20-05-113-005-0000	20-05-300-099-0000	20-05-303-008-0000	20-08-300-008-0000	20-08-307-030-0000
17-32-400-040-0000	17-32-401-007-0000	17-32-419-016-0000	20-04-107-004-0000	20-04-200-009-0000	20-04-212-072-0000	20-0S-102-042-000O	20-05-113-006-0000	20-05-200-102-0000	30-05-303-009-0000	20-08-300-009-0000	20-06-207-031-0000
17-32-400-041-0000	17-32-401-008-0000	17-32-419-017-0000	20-04-107-005-0000	20-04-200-015-0000	20-04-212-073-0000	30-05-102-044-0000	20-05-I14-003-0000	20-05-200-105-0000	20-05-302-010-0000	20-08-200-010-0000	20-08-206-002-0000
17-32-400-046-0000	17-32-401-009-0000	17-32-419-018-0000	20-04-106-001-0000	20-04-200 017-0000	20-04-213-074-0000	20-05-102-045-0000	20-05-114-004-0000	20-05-200-106-0000	20-05-302-011-0000	20-08-300-011-0000	20-08-208-003-0000
17-32-400-04a-0000	17-32-401-015-0000	17-32-419-019-0000	20-04-108-002-0000	20-04-200-018-0000	20-04-312-075-0000	20-05-102-046-0000	20-05-114-005-0000	20-05-200-108-0000	20-05-302-012-0000	20-06-200-014-0000	20-08-208-004-0000
17-32-400-052-0000	17-32-401-016-0000	17-32-419-020-0000	20-04-108-004-0000	30-04-200-019-0000	20-04-212-076-0000	20-05-102-046-0000	20-05-114-006-0000	20-05-200-109-0000	20-05-311-006-0000	20-06-200-017-0000	20-08-208-005-0000
17-32-400-054-0000	17-32-401-017-0000	17-32-419-021-0000	20-04-108-005-0000	20-04-200-022-0000	20-04-501-002-0000	20-05-102-050 0000	20-05-114-007-0000	20-05-200-113-0000	20-05-311-007-0000	20-08-200 018-0000	20-08-208-006-0000
17-32-400-056-0000	17-32-401-018-0000	17-32-419-022-0000	20-04-109-001-0000	20-04-200-023-0000	30-04-503-002-0000	20-05-102-051-0000	20-05-200MI04-0000	20-05-200-113-0000	20-08-311-008-0000	20-08-200-019-0000	20-08-208-018-0000
17-32-400-057-0000	17-32-401-019-0000	17-32-420-002-0000	20-04-109-003-0000	20-04-200-024-0000	20-05-100-003-0000	20-05-103-001-0000	20-05-200-006-0000	30-05-200-114-0000	30-05-311-010 0000	30-06-300-020-0000	20-08-208-020-0000
17-32-400-059-0000	17-32-401-020-0000	17-32-421-005-0000	20-04-109-004-0000	20-04-200-025-0000	20-05-100-004-0000	30-05-103-002-0000	20-05-200-009-0000	20-05-200-115-0000	20-05-311-011-0000	20-08-300-021-0000	20-06-208-021-0000
17-32-400-062-0000	17-32-401-021-0000	17-32-421-006-0000	20-04-109 005-0000	20-04-200-026-0000	30-05-100-005-0000	20-05-103-003-0000	20-05-200 010 0000	20-05-200-115-0000	30-05-311-013-0000	20-06-200-022-0000	30-08-208-023-0000
17-32-400-067-0000	17-32-401-022-0000	17-32-421-007-0000	20-04-109-006-0000	20-04-300-027-0000	20-05-100-006-0000	20-05-103-004-0000	20-05-200-011-0000	20-05-200-117-0000	20-05-311-015 0000	20-06-200-023-0000	20-08-208-024-0000
17-32-400-065-a)00	17-32-401-023-0000	17-32-421-006-0000	20-C4-109-007-0000	20-04-200 028-0000	20-06-100-007-0000	20-05-103-005-0000	20-05-200-015-0000	20-05-200-116-0000	20-05-312-001-0C00	20-08-200-024-0000	20-06-206-026-0000
17-32-400-074-0000	17-32-401-032-0000	17-32-500-003-0000	20-04-109-008-0000	20-04-200-031-0000	30-05-100-008-0000	20-05-103-006-0000	20-05-200-017-0000	20-05-300-119-0000	20-05-312-002-0000	20-08-200-025-0000	20-08-208-026-0000
17-32-400-076-0000	17-32-401-034-0000	17-32-500-004-0000	20-04-109-009-0000	20-04-200-032-0000	20-05-100-009-0000	20-05-103-007-0000	20-05-200-018-0000	20-05-300-120-0000	20-05-312-004-0000	20-08-200-026-0000	20-08-206-027-0000
17-32-400-077-0000	17-32-401-036-0000	17-32-501-001-0000	20-04-109-010-0000	30-04-200-033-0000	20-05-100-010-0000	30-05-103-018-0000	20-05-300 019-0000	20-08-200-124-0000	20-05-312-005 0000	20-08-200-027-0000	20-08-208-028-0000
17-32-400-078-0000	17-32-401-037-0000	20-04-100-002-0000	20-04-109-011-0000	20-04-200-034-0000	20-05-100-013-0000	20-05-104-001-0000	20-05-200 021-0000	20-05-200-125-0000	20-05-312-006-0000	20-08-300-028-0000	20-08-206-030-0000
17-32-400-084-0000	17-32-401-036-0000	20-04-100-003-0000	20-04-109-013-0000	20-04-208-002-0000	20-05-100-015-0000	20-05-104-002-0000	20-05-200-023-0000	20-0S-200-136-0000	30-05-313-007-0000	20-08-200-029-0000	20-08-208-031-0000
17-32-400-088-0000	17-32-417-001-0000	20-04-100-004-0000	20-04-111-001-0000	20-04-306-003-0000	20-05-100-016-0000	20-05-104-004-0000	20-05-200-024-0000	30-05-200-137-0000	20-05-312-008-0000	20-06-200-030-0000	20-08-500 008-0000
17-32-400-090-0000	17-32-417-002-0000	20-04-100-005-0000	20-04-111-003-0C00	30-04-206-004-0000	20-05-100-017-0000	20-05-104-005-0000	20-05-200-028-0000	20-05-200-138-0000	30-05-313-013-0000	20-08-200-031-0000	20-06-501-001-0000
17-32-400-095-0000	17-32-417-003-0000	20-04-100-006-0000	20-04-111-006-0000	20-04-208-006-0000	20 05-101-006-0000	20-05-104-006-0000	20-05-200-030-0000	20-05-200-139-0000	20-05-312-014-0000	20-08-200-032-0000	
17-32-400-099-0000	17-32-417-004-0000	20-04-100-00a-0000	20-04-111-007-0000	20-04-208-007-0000	20-05-101-007-0000	20-05-105-003-0000	20-05-300-031-0000	30-05-200-130-0000	20-05-312-015-0000	20-08-200-033-0000	
17-32-400-102-0000	17-32-417-005-0000	20-04-100-009-0000	20-04-111-008-0000	30-04-208-008-0000	20-05-101-010-0000	20-05-105-004-0000	20-05-200-033-0000	20-05-200-133-0000	20-05-312-017-0000	20-08-200-034-0000	
17-32-400-104-0000	17-32-417-006-0000	20-04-100-010-0000	20-04-111-009-0000	20-04-209-018-0000	20-05-101-015-0000	20-05-105-005-0000	20-05-200-033-0000	20-05-200-133-0000	20-05-312-018-0000	20-08-200-035-0000	

IN THE CIRCUIT COURT OF
COOK COUNTY ILLINOIS
JUVENILE JUSTICE AND CHILD
PPOTECTION-OEPARTMENT
JUVENILE JUSTICE DIVISION
NO. 10JD03761
IN THE INTEREST OF
DANTONIO D. BLACK
AKA DOMINIQUE BLACK
A MINOR
NOTICE OF PUBLICATION

Notice is given you, DAVID BLACK (FATHER) respondents, and TO ALL WHOM IT MAY CONCERN, that on AUGUST 27, 2010 a petition was filed under the Juvenila Court Act by ANITA ALVAREZ, STATE'S ATTORNEY OF COOK COUNTY through her Assistant State's Attorney in this court and that in the courtroom of the HONORABLE JUDGE PATRICIA MENDOZA in the Cook County Juvenile Court Building located at 1100 South Hamilton, Chicago, Illinois, ON NOVEMBER 1, 2010 AT 9:00 AM IN CALENDAR 53 COURTROOM 7, or as soon thereafter as this casa may be heard, an adjudicatory hearing will be held upon the petition to have the minor declared to be a ward of the court and tor other relief under the Act. The court has authority in this case to take from you the custody and guardianship ot the minor.

Unless you appear at the hearing and show cause to the contrary, an Order or judgment by default may be entered against you for tha relief asked in the petition.

DOROTHY BROWN,
CLERK OF THE COURT
SEPTEMBER 10, 2010

ASSISTANT STATE'S ATTORNEY: M. AHMAD, M. MCGRORY, C. KEOUGH
ATTORNEY FOR: THE PEOPLE OF THE STATE OF ILLINOIS
ADDRESS: 1100 SOUTH HAMILTON
CITY/STATE: CHICAGO, ILLINOIS 60612
TELEPHONE NUMBER: (312) 433 7000
ATTORNEY NO: 33182
CLERK OF THE CIRCUIT COURT, COOK COUNTY OF ILLINOIS
600937978 Pub: 1D/1S/10

IN THE CIRCUIT COURT OF
COOK COUNTY ILLINOIS
JUVENILE JUSTICE AND CHILD
PROTECTION DEPARTMENT
JUVENILE JUSTICE DIVISION
NO. 10JD04353
IN THE INTEREST OF
SEANDELL D. ANDERSON
A MINOR
NOTICE OF PUBLICATION

Notice is given you, JAMES ANDERSON (FATHER) respondents, and TO ALL WHOM IT MAY CONCERN, that on OCTOBER 6, 2010 petition was filed under the Juvenile Court Act by ANITA ALVAREZ, STATE'S ATTORNEY OF COOK COUNTY through his Assistant State's Attomey in this court and that in the courtroom of the HONORABLE JUDGE MARIANNE JACKSON in the Cook County Juvenile Court Building located at 1100 South Hamilton, Chicogo, Illinois, ON NOVEMBER 2, 2010 AT 9.00 AM IN CALENDAR 61, COURTROOM 3, or as soon thereafter as this case may be heard, an adjudicatory hearing will be held upon the petition to have the minor declared to be a ward of the court end for other relief under the Act. Thu court has authority in this case to take from you the custody and guardianship of the minor.

Unless you appear at the heanng and show cause to the contrary, an order or judgment by default may be entered against ycu for the relief asked in the petition.

DOROTHY BROWN,
CLERK OF THE COURT
OCTOBER 8, 2010

ASSISTANT STATE'S ATTORNEY: J. RUTKOWSKI, M. MCGRORY
ATTORNEY FOR: THE PEOPLE OF THE STATE OF ILLINOIS
ADDRESS: 1100 SOUTH HAMILTON
CITY/STATE: CHICAGO, ILLINOIS 60612
TELEPHONE NUMBER: (312) 433-7000
ATTORNEY NO: 331B2
CLERK OF THE CIRCUIT COURT, COOK COUNTY OF ILLINOIS
600338982 PUB: 10/18/1D

IN THE CIRCUIT COURT OF
COOK COUNTY ILLINOIS
JUVENILE JUSTICE AND CHILD
PROTECTION DEPARTMENT
JUVENILE JUSTICE DIVISION
NO. 10JD04341
IN THE INTEREST OF
JEFFERY L. RICHARDSON
A MINOR
NOTICE OF PUBLICATION

Notice is given you, LYNDELL JOHNSON (FATHER) respondents, and TO ALL WHOM IT MAY CONCERN, that on OCTOBER 5, 2010 a petition was tiled under the Juvenile Court Act by ANITA ALVAREZ, STATE'S ATTORNEY OF COOK COUNTY through her Assistant State's Attomey in this court and that in the courtroom of the HONORABLE JUDGE COLLEEN SHEEHAN in the Cook County Juvenile Court Building located at 1100 South Hamilton, Chicago, Illinois, ON OCTOBER 26, 2010 AT 9:00 AM IN CALENDAR 56, COURTROOM 10, or as soon thereaner as this case may be heard, an adjudicatory heering will be held upon the petition to hove the minor declared to be a ward of the court and for other relief under the Act. The court has authority in this case to take from you the custody and guardianship of the minor.

Unless you appear at the hearing and show cause to the contrary, an order or judgment by default may be entered against you for the relief asked in the petition.

DOROTHY BROWN,
CLERK OF THE COURT
OCTOBER 12, 2010

ASSISTANT STATE'S ATTORNEY: L. MORRISON, S. RUBNER, H. KENT
ATTORNEY FOR: THE PEOPLE OF THE STATE OF ILLINOIS
ADDRESS: 1100 SOUTH HAMILTON
CITY/STATE: CHICAGO, ILLINOIS 60612
TELEPHONE NUMBER: (312) 433-7000
ATTORNEY NO: 331B2
CLERK OF THE CIRCUIT COURT, COOK COUNTY OF ILLINOIS
600336978 Pub: 10/18/10

IN THE CIRCUIT COURT OF
COOK COUNTY ILLINOIS
JUVENILE JUSTICE AND CHILD
PROTECTION DEPARTMENT
JUVENILE JUSTICE DIVISION
NO. 101004178
IN THE INTEREST OF
TRENTON DAVIES
A MINOR
NOTICE OF PUBLICATION

Notice is given you, PATRICIA DAVIES (MOTHER) respondenta, and TO ALL WHOM IT MAY CONCERN, that on SEPTEMBER 24, 2010 a petition was filod under the Juvenile Court Act by ANITA ALVAREZ, STATE'S ATTORNEY OF COOK COUNTY through his Assistant State's Anomey in this court and that in the courtroom of the HONORABLE JUDGE ANDREW BERMAN in the Cook County Juvenile Court Building located at 1100 South Hamilton Avenuo, Chicago, Illinois, ON November 1 2010 AT 9:00 AM IN CALENDAR 52, COURTROOM 4, or as soon thereafter as this case may be heard, an adjudicatory hearing will be held upon the petition to have the minor declared to be a ward of the court and for other relief under the Act. The court has authority in this case to take from you the custody and guardianship of the minor.

Unless you appear at tha hearing and show cause to the contrary, an order or judgment by default may be entered against you for tha relief ashed in the petition.

DOROTHY BROWN,
CLERK OF THE COURT
September 30, 2010

ASSISTANT STATE'S ATTORNEY: J. KWILOS, M. BOLGER, O. ARTIS
ATTORNEY EOR: THE PEOPLE OF THE STATE OF ILLINOIS
ADDRESS: 1100 SOUTH HAMILTON AVENUE
CITY/STATE: CHICAGO, ILLINOIS 60612
TELEPHONE NUMBER: (312) 433 7000
ATTORNEY NO: 33182
CLERK OF THE CIRCUIT COURT, COOK COUNTY OF ILLINOIS
€00937681 Pub. 10/18/10

IN THE CIRCUIT COURT OF
COOK COUNTY ILLINOIS
JUVENILE JUSTICE AND CHILD
PROTECTION OEPARTMENT
JUVENILE JUSTICE DIVISION
NO. 10JD20094
IN THE INTEREST OF
ANTON SANDERS
A MINOR
NOTICE OF PUBLICATION

Notice is given you, LALISHA BELL (MOTHER) respondents, and TO ALL WHOM II MAY CONCERN, that on SEPTEMBER 9, 2010 a petition was fllad under the Juvenile Court Act by ANITA ALVAREZ, STATE'S ATTORNEY OF COOK COUNTY through her Assistant State's Attomey in this court and that in the courtroom of the HONORABLE JUDGE RICHARD WALSH in the Cook County 2nd Municipal Courthouse located at 5600 Old Orchard Road, Skokie, IL on NOVEMBER 1, 2010, At 9:00 AM in Calendar 72 Courtroom 206, or as soon thereafter as this case may be heard, an adjudicatory hearing will be held upon the petition to have the minor declared to be a ward of the court and for other relief under the Act. The court has auhority in this case to take from you the custody and guarbianship of the minor.

Unless you appear at the hearing and show cause to the contrary, an order or judgment by default may be entered against you for the relief asked in the petition.

DOROTHY BROWN,
CLERK OF THE COURT
SEPTEMBER 14, 2010

ASSISTANT STATE'S ATTORNEY: A. LUND
ATTORNEY FOR: THE PEOPLE OF THE STATE OF ILLINOIS
ADDRESS: 2121 EUCLID AVENUE
CITY/STATE: ROLLING MEADOWS
TELEPHONE NUMBER: 8478182255
ATTORNEY NO: 33182
CLERK OF THE CIRCUIT COURT, COOK COUNTY OF ILLINOIS
600937879 Pub: 10/18/10

IN THE CIRCUIT COURT OF
COOK COUNTY ILLINOIS
JUVENILE JUSTICE AND CHILD
PROTECTION DEPARTMENT
JUVENILE JUSTICE DIVISION
NO. 10JD03896
IN THE INTEREST OF
SHAVON M. CHILDS
A MINOR
NOTICE OF PUBLICATION

Notice is given you, CEORIC HARRISON (FATHER) respondents, and TO ALL WHOM IT MAY CONCERN, that on SEPTEMBER 7, 2010 a petition was filed under the Juvenila Court Act by ANITA ALVAREZ, STATE'S ATTORNEY OF COOK COUNTY through her Assistant Stare's Attorney in this court and that in tha courtroom of the HONORABLE JUDGE COLLEEN SHEEHAN in the Cook County Juvenile Court Building located at 1100 South Hamilton, Chicago, Illinois, ON NOVEMBER 1, 2010 AT 9.00 AM IN CALENDAR 56, COURTROOM 10, or as soon thereafter as this case may bo heard, an adjudicatory hearing will be held upon the petition to have the minor declared to be a ward of the court and for other relief under the Act. The court haa authority in this case to take from you the custody and guardianship ot the minor.

Unless you appear at the hearing and show cause to the contrary, an order or judgment by default mm be entered against you for the relief asked in the petitiort.

DOROTHY BROWN,
CLERK OF THE COURT
SEPTEMBER 28, 2010

ASSISTANT STATE'S ATTORNEY: L. MORRISON, S. RUBNER, H. KENT
ATTORNEY FOR: THE PEOPLE OF THE STATE OF ILLINOIS
ADDRESS: 1100 SOUTH HAMILTON
CITY/STATE: CHICAGO, ILLINOIS 60612
TELEPHONE NUMBER: (312) 433 7000
ATTORNEY NO: 33182
CLERK OF THE CIRCUIT COURT, COOK COUNTY OF ILLINOIS
600937953 Pub: 10/18/10

IN THE CIRCUIT COURT OF
COOK COUNTY ILLINOIS
JUVENILE JUSTICE AND CHILD
PROTECTION DEPARTMENT
JUVENILE JUSTICE DIVISION
NO. 101004355
IN THE INTEREST OF
SEANDELL D. A74DERSON
A MINOR.
NOTICE OF PUBLICATION

Notice is given you, JAMES ANDERSON (FATHER) respondents, and TO ALL WHOM IT MAY CONCERN, that on OCTOBER 6, 2010 pdtition was filed under the Juvenile Court Act by ANITA ALVAREZ, STATE'S ATTORNEY OF COOK COUNTY through his Assistant State's Attomey in this court and that in the courtroom of the HONORABLE JUDGE MARIANNE JACKSON in the Cook County Juvenile Court Building located at 1100 South Hamilton, Chicago, Illinois, ON NOVEMBER 2, 2010 AT 9:00 AM IN CALENDAR 61 COURTROOM 3, or as soon thereafter as this case may be heard, an adjudicatory hearing will be hald upon the petition to have the minor declared to be a ward of the coOrt ana for other relief under the Act. The court has authority in this case to take from you the custody and guardianship of the minor.

Unless you appear at the heanng and show cause to the contrary, an order or judgment by default may be entered against you for the relief asked in the petition.

DOROTHY BROWN,
CLERK OF THE COURT
OCTOBER 8, 2010

ASSISTANT STATE'S ATTORNEY: J. RUTKOWSKI, M. MCGRORY
ATTORNEY FOR: THE PEOPLE OF THE STATE OF ILLINOIS
ADDRESS: 1100 SOUTH HAMILTON
CITY/STATE: CHICAGO, ILLINOIS 60612
TELEPHONE NUMBER: (312) 433-7000
ATTORNEY NO: 331S2
CLERK OF THE CIRCUIT COURT, COOK COUNTY OF ILLINOIS
600938981 PUB: 10/18/10

IN THE CIRCUIT COURT OF
COOK COUNTY ILLINOIS
JUVENILE JUSTICE AND CHILD
PROTECTION DEPARTMENT
JUVENILE JUSTICE DIVISION
NO. 101D04262
IN THE INTEREST OF
VO3HON JOHNSON
A MINOR
NOTICE OF PUBLICATION

Notice is given you, ALONZO JOHNSON (FATHER) respondents, and TO ALL WHOM IT MAY CONCERN, that on OCTOBER 1, 2010 a petition was filed under the Juvenile Court Act by ANITA ALVAREZ, STATE'S ATTORNEY OF COOK COUNTY through her Assistant State's Attorney in this court end that in the courtroom of the HONORABLE JUDGE COLLEEN SHEEHAN in the Cook County Juvenile Court Building located at 1100 South Hamilton, Chicago, Illinois, ON NOVEMBER 2, 2010 AT 9:00 AM IN CALENDAR 56, COURTROOM 10, or as soon thereafter as this case may be heard, an adjudicatory hearing will be held upon the petition to have the minor declared to be a ward of the court and for other relief under the Act. The court has authority in this case to take from you the custody and guardianship of the minor.

Unless you appear at the hearing end show cause to the contrary, an order or judgment by default may be entered against you for the relief asked in the petition.

DOROTHY BROWN,
CLERK OF THE COURT
OCTOBER 12, 2010

ASSISTANT STATE'S ATTORNEY: L. MORRISON, S. RUBNER, H. KENT
ATTORNEY FOR: THE PEOPLE OF THE STATE OF ILLINOIS
ADDRESS: 1100 SOUTH HAMILTON
CITY/STATE: CHICAGO, ILLINOIS 60612
TELEPHONE NUMBER: (312) 433-7000
ATTORNEV NO: 33182
CLERK OF THE CIRCUIT COURT, COOK COUNTY OF ILLINOIS
600938976 Pub: 10/18/10

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EXHIBIT 5

Service Provider Agreement

See attached pages.

Agreement for Special Service Area #13

between

the **CITY OF CHICAGO**

(Represented by the Special Service Area Commission)

and

BACK OF THE YARDS NEIGHBORHOOD COUNCIL

effective January 1, 2011 through December 31, 2011

Richard M. Daley
Mayor

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EXHIBIT 8 Contractor Affidavit

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AGREEMENT

This Agreement for the management of Special Service Area Number 13 is entered into on January 1, 2011 by and between Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local govemment existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 13" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 1.90% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2010, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2011 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2011, and continuing until December 31, 2011, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner or Acting Commissioner of the Department of Community Development or a duly authorized representative of the Commissioner or Acting Commissioner of the Department of Community Development.

"Construction" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Community Development.

"Establishment Ordinance" means the ordinance enacted by City Council on _____, 2010 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('SSAC')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, if any, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the SSAC in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the Scope of Services for that year.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering

and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall fumish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalfi

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Constmction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and mles.

(b) Subcontractors

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that fiimish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must fumish and must cause each of its Subcontractor(s) to fumish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Fimı such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if it wishes, revise the insurance required herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal

have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attomeys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date

of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall fumish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested govemmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 9 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 9 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the

audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attomeys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall fumish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Constmction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits,

licenses, authorizations and approvals as are necessary for it to engage Constmction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Constmction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Constmction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Constmction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Constmction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 7 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2011 ("Effective Date") and shall continue through December 31, 2011, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2011 and December 31, 2011 is the sum of (a) $1,197,411 or the total amount of Service Tax Funds actually collected for tax year 2010, whichever is less; and (b) the total amount of Surplus Funds in the amount of $154,800 which are being carried over from previous program years and which the Contractor hereby acknowledges are in its possession; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2011 and December 31, 2011, therefore, shall not exceed $1,352,211.

For each subsequent year of this Agreement, if any, the maximum compensation that the Contractor may be paid under this Agreement is the amount set forth in the Budget for that year, pursuant to Section 5.02 and 8.03, or the amount of Service Tax Funds actually collected for the preceding tax year, whichever is less; provided that the maximum amount of compensation for such year of this Agreement may also include the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2011, attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2011 may not exceed $1,352,211, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year of this Agreement, if any, and subject to the provisions of Section 3.01, a Budget for that year shall be incorporated into this Agreement by written amendment pursuant to Section 8.03.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized

to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES. The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest eamed, belong to the City for the benefit of the Area and shall be retumed to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute

and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement; and

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a tmst, a contract or otherwise.

I. Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of the City of Chicago.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof

6.05 Independent Contractor

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The temı business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion conceming or input relating to the relationship between that entity and the City.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2010, the Base Wage is $11.03, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up

to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 3, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.13 Cooperation in Investigations

It is the duty of the Contractor and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents,

partners, and employees of the Contractor and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

It is the duty of the Contractor and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Contractor and any such bidder, proposer, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. Contractor represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the

City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accming upon any event of default impairs any such right nor shall it be constmed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination for Convenience

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is

described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, mles, regulations and executive orders of the federal, state and local govemment, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all

supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The form of this affidavit is attached as Exhibit **8** and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("Identified Parties")), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract

between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

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 Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal

Code of Chicago, as amended.

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, as marriage is defined under Illinois law; 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. 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."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Special Service Area #13 Commission 1751 W. 47th Street Chicago, Illinois 60609 Department of Community Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Iliinois 60602 Attention: Corporation Counsel
If to Contractor:	Back of the Yards Neighborhood Council 1751 W. 47th Street Chicago, Illinois 60609 Attention: Craig A. Chico

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____
SSAC Chairperson

CITY OF CHICAGO

By: _____
Acting Commissioner, Department of
Community Development
as of _____, 20____

CONTRACTOR

By:_____

Its: _____

Attested By:_____

Its: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____ _____(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of ___ _____(name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

EXHIBIT 1

Scope of Services

SSA #13 STOCKYARDS 2011 SCOPE OF SERVICES

Advertising & Promotion
Public Way Maintenance
Public Way Aesthetics
Tenant Retention/Attraction
Safety Programs
District Planning

EXHIBIT 2

Budget

SCHEDULE C: 2011 SSA BUDGET SUMMARY

Department of Community Development

Special Service Area Number & Name: SSA #13 Stockyards Industrial Park

SSA Chairperson: Jim Matanky

Service Provider: Back of the Yards Neighborhood Council

SSA Program Manager: Martha Jungenberg

Budget Period: January 1, 2011 to December 31, 2011

	2010 Levy	+	Carry Over	=	2011 Budget
Service					
Advertising & Promotion	$ 43,195		$ 43,000		$ 86,195
Public Way Maintenance	$ 173,481		$ 18,600		$ 192,281
Public Way Aesthetics	$ 173,998		$ 18,000		$ 191,998
Tenant Retention/Attraction	$ 10,904		$ -		$ 10,904
Façade Improvements	$ -		$ -		$ -
Parking/Transit/Accessibility	$ -		$ -		$ -
Safety Programs	$ 612,887		$ 75,000		$ 687,887
District Planning	$ 19,000		$ -		$ 19,000
Other Technical Assistance	$ -		$ -		$ -
TOTAL SERVICES	$ 1,033,465		$ 154,800		$ 1,188,265
Administration	$ 110,692		$ -		$ 110,692
Loss Collection 4.4%	$ 53,254		$ -		$ 53,254
GRAND TOTAL	$ 1,197,411	+	$ 154,800	=	$ 1,352,211
ADMIN/TOTAL BUDGET RATIO					8.2%

LEVY ANALYSIS	
Estimated 2009 EAV:	$133,599,742
Authorized Tax Rate Cap:	1.900%
Estimated Tax Rate for 2010 Levy:	0.696%
Estimated 2010 Levy:	$1,197,411

SIGNATURE PAGE

Special Service Area Name & Number: #13 Stockyards Industrial

Budget Period: January 1, 2010 to December 31, 2010

The attached budget is recommended and approved by the SSA Commission.

SSA Chairperson Signature

James E. Matanky

SSA Chairperson Printed Name

7/27/10

Date

EXHIBIT 3

Economic Disclosure Statement and Affidavit

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

BACK OF THE YARDS NEIGHBORHOOD COUNCIL

Check **ONE** of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. [x] 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 Disclosing Party holds an interest: _____

   OR

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

B. Business address of Disclosing Party: 1751 West 47th St.
Chicago, IL 60609

C. Telephone: 773-523-4416 Fax: 773-254-3525 Email: cacv@comcast.net

D. Name of contact person: Craig Chico

E. Federal Employer Identification No. (if you have one): 36-2079600

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):

Enter into a contract to provide services for SSA #13 (Stockyards Industrial Park).

G. Which City agency or department is requesting this EDS? DCD

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 DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

* Note B.1.b below.

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 [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name	Title
See Attached List	
No Members	

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

Back *of the* Yards
NEIGHBORHOOD COUNCIL

1751 W. 47th Street, 2nd Fl. | Chicago, IL 60609
P 773.523.4416 | F 773.254.3525 | www.bync.org

Back of the Yards Neighborhood Council
Board of Directors

Philip K. Fuentes
Chairman of the Board & Secretary

Craig A. Chico
President & CEO

Joseph Mario Moreno
Treasurer

Dan Arce

Father Bruce Wellems

Kim McCullough

Richard Gentile

Patricia Doherty-Wildner

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

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 [x] 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: (I) 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)
SEE ATTACHED			

(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 term of the contract.

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 [X] No person 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

Retained Parties for SSA

Sub-contractor Comoany Name	Address	Phone Number	Contact Person	Fee Estimate	Service
Security Mgmt. Group of America, Inc.	1824 W. Pershing Road Chicago, IL 60609	(773) 254-1824	Joe Alvarado, Sr.	$315,000	Security
Christy Webber Landscapes	2900 W. Ferdinand Chicago, IL 60612	(773) 533-0477	Aldd Burcheri	$55,000	Landscaping
K T Public Relations	1525 Circle Avenue Suite 12 Forest Park, IL 60130	(773) 230-3587	Joanna Krupa	$21,600	Public Relations/Marketing/Ads

B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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.

2. The certifications in subparts 2, 3 and 4 concern:

• the Disclosing Party;
• any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. 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:

N/A

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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

[ ] is [x] 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):
N/A

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 [x] 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

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

N/A

(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.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at http://www.whitehouse.gov/omb/grants/sflllin.pdf, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

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 VH -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.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 affiliates 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.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Back of the Yards Neighborhood Council Date: 10/18/2010

(Print or type name of Disclosing Party)

By: Craig Chico

(sign here)

Craig A. Chico

(Print or type name of person signing)

President & CEO

(Print or type title of person signing)

Signed and sworn to before me on (date) 10-18-10, by CRAIG CHICO, at COOK County, IL. (state).

James S. Gonska Notary Public.

Commission expires: 7-2-13.

OFFICIAL SEAL
JAMES S. GONSKA
Notary Public - State of Illinois
My Commission Expires Jul 02, 2013

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 corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[] Yes [X] 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.

_____

_____

_____

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

BACK OF THE YARDS NEIGHBORHOOD COUNCIL
(Print or type name of Disclosing Party)

Date: 10-15-10

By: Craig Chico
(Sign here)

CRAIG CHICO
(Print or type name of person signing)

PRESIDENT
(Print or type title of person signing)

Signed and sworn to before me on (date) 10-15-10, by CRAIG CHICO, at COOK County, IL. (State).

James S. Gonska Notary Public.

Commission expires: 7-2-13.

OFFICIAL SEAL
JAMES S. GONSKA
Notary Public - State of Illinois
My Commission Expires Jul 02, 2013

AFFIDAVIT

BACK OF THE YARDS NEIGHBORHOOD COUNCIL, a(n) ILLINOIS NOT-FOR-PROFIT ORGANIZATION (the "Affiant"), hereby certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

(a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or

(b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or any Sister Agency; or

(c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (I) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business 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 under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College District No. 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of the Affiant, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate and complete as of the date hereof

BACK OF THE YARDS NEIGHBORHOOD COUNCIL
(Print or type name of Affiant)

By: Craig Chico
(Sign here)

CRAIG CHICO
(Print or type name of person signing)

PRESIDENT
(Print or type title of person signing)

Signed and swom to before me on (date) 10-15-10, at COOK County, IL (State).

James S. Gonska Notary Public.

Comission expires: 7-2-13.

OFFICIAL SEAL
JAMES S. GONSKA
Notary Public - State of Illinois
My Commission Expires Jul 02, 2013

EXHIBIT 4

CONTRACTOR INSURANCE PROVISIONS

INSURANCE REQUIREMENTS
Special Services Area

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Work or Services.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any professional consultant (e.g.; CPA's, Attorney, Architects, Engineers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have

an extended reporting period of two (2) years.

5) Crime

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. SECURITY FIRMS

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Community Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

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

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

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Exhibit 5

Security Firm Insurance Provisions

CONTRACT INSURANCE REQUIREMENTS-REVISED

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $ 1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis.

4) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. ADDITIONAL REQUIREMENTS

The Security Firm must furnish the Contractor and City of Chicago, Department of Community Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

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

Any insurance or self insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

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

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

EXHIBIT 6

Prevailing Wages

Cook County Prevailing Wage for November 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	8.460	9.850	0.000	1.770
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380

TERRAZZO MASON		BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD		40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend: M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/moId and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt

Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

EXHIBIT 7

Performance Bond Form

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

SPECIMEN

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the dme and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from suict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said conract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and denunds for compensation which may accme to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in hill force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accme against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirecdy from, or in connection with, work perfbrmed, or to be performed under said connact by said Conuactor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Indusoial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under die aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Constmction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials hmished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have fimished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the parmers, the name of the contractor for the City of Chicago, the name of the person, fum or corporation by whom the claimant was employed or to whom such claimant fimished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the fiumishing of the last item of material, except in cases where the fmal settlement between the City of Chicago and the Conuactor shall have been made prior to die expiration of the 120 day period in which case action may be taken immediately following such fmal settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anyvrise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved_____, 20____

_____ (Seal)

_____ _____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to fonn and legality: _____ (Seal)

_____ _____ (Seal)

Assistant Corporatiao Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS,
COUNTY OF COOK, } ss.

I,_____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that_____ President and _____ Secretary of the_____ who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such _____ President and_____ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said insurument of writing as their free and voluntary act, and as the free and voluntary act of the said_____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this_____ day of _____20____

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS,
COUNTY OF COOK, } ss.

I,_____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that_____ _____ of the_____who_____ personally known to be the same person _____ whose name_____ subscribed in the foregoing instrument as such_____ _____, appeared before me this day in person and acknowledged that_____ signed, sealed and delivered the said instrument of writing as_____free and voluntary act, and as the free and voluntary act of the said_____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this_____ day of _____20____

_____
Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS,
COUNTY OF COOK, } ss.

I,_____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that_____ who_____personally known to me to be the same persons whose name _____subscribed in the foregoing insuument, appeared before me this day in person and acknowledged that_____ he_____ signed, sealed and delivered the said instrument of writing as_____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this_____ day of _____20____

_____
Notary Public

Audit of Financial Statements

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.
2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g. columns should be 2010 Budget, 2010 Actual, Variance, 2009 Budget, 2009 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.