

STB

FD

33388

3-4-98

K

BUSINESS

STEPTOE & JOHNSON LLP

ATTORNEYS AT LAW

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DAVID H. COBURN
(202) 429-8063
dcoburn@steptoe.com

ENVIRONMENTAL
DOCUMENT



March 4, 1998

Via HAND DELIVERY

Elaine K. Kaiser
Chief
Section of Environmental Analysis
Surface Transportation Board
Washington, D.C. 20423

**Re: Finance Docket No. 33388, CSX Corporation and CSX
Transportation, Inc., Norfolk Southern Corporation and Norfolk
Southern Railway Company – Control and Operating Agreements –
Conrail, Inc. and Consolidated Rail Corporation**

**Reply to Your February 17, 1997 Letter Concerning Design and
Engineering Issues – Cleveland Short Line Upgrades**

Dear Ms. Kaiser:

This will respond in part to your February 17, 1998 letter to Peter Shudtz in which you have requested information concerning the design and engineering features, including cost estimates, for various alternative alignments and other projects proposed by CSX, NS or others. Specifically, CSX will reply here to your request number (2), concerning the Cleveland Short Line Upgrade. We are presently working on a reply with respect to several other aspects of your letter – specifically, an assessment of the Cleveland alternative routing proposals, Congressman Kucinich's proposal for a Cleveland Terminal Railroad and the Four City Consortium re-routing proposals. Our reply as to these matters will follow very shortly.

Your letter correctly recites that CSX plans track and signal improvements to handle the projected increase in rail traffic levels along the Short Line between Quaker and Berea. Current plans for upgrades to the Cleveland Short Line contemplate reinstalling double track from Quaker to Berea and upgrading the track signals. The attached drawing (Exhibit 1) shows the location of the existing tracks, the new tracks to be constructed, and the tracks to be removed on this line segment. Additional sketches (Exhibit 2) are attached showing detailed track layout at Short, Berea and Quaker. The current projected total cost of the Short Line upgrades is \$31.5 million dollars. Specific items and details of the proposed upgrade include:

- Reinstalling approximately 10 miles of second main on existing right-of-way
- Installing double No. 20 crossovers at Mayfield
- Installing a detector of defective equipment at Marcy
- Upgrading the Cuyahoga River bridge and restoring the second main track to the bridge
- Installing double No. 20 crossovers at CP13
- Current plans do not call for installing double track through the existing tunnels between milepost 8 and 9
- The signal system will be upgraded to bi-directional TCS
- The second track will be constructed on 14 foot track centers and will generally be located west or north of the existing main lines, as shown on Exhibit 1
- All of the jointed track on the Short Line will be replaced with continuous weld track, which (as the DEIS notes at page F-16 in Appendix F) will reduce the level of train noise by approximately 5 decibels

The diagram attached as Exhibit 1 shows the location of the new track in red and the existing track in black. Your letter inquires about the distance between the new track and residences along the Short Line. The new track will be 14 feet from the existing track. On some portions of the line segment, this means that the new track will be 14 feet closer to existing residences and on some portions 14 feet more distant from existing residences. (The location of residences along the Short Line is shown in the photographs that accompany the "Evaluation of Noise Impacts From Proposed CSX Operations in Cleveland and East Cleveland, Ohio," previously submitted to SEA.)

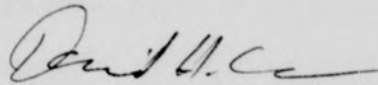
It bears note that under either of the alternative routing proposals suggested by Cleveland, it is contemplated that NS would undertake a significant level of operations over substantial portions of the Short Line. Cleveland has recognized this fact and has included as part of its calculation of the costs of both of its alternatives \$18.6 million that was initially estimated for the Short Line upgrades between Short and Marcy. (See cost estimate attached at Tab 7 to City of Cleveland February 2 Comments on DEIS.) Cleveland has also acknowledged in the same cost estimate that Marcy to Mayfield upgrades may be required under its Alternative 2. As noted above, the current estimate for the Short Line upgrade will be approximately \$31.5 million.

Elaine K. Kaiser
March 4, 1998
Page 3

In addition to the upgrades described above, CSX contemplates undertaking a variety of noise mitigation measures along the Short Line to address concerns that have been raised. These measures consist, in addition to the use of continuous welded track noted above, the construction of low noise walls and berms, and the addition of appropriate landscaping as discussed in the CSX noise report referenced above and submitted previously. The estimated cost of these noise mitigation efforts, which are described more fully in CSX's noise report, would range between approximately \$1.4 and \$2.8 million for the areas in Cleveland and East Cleveland that exceed SEA's criteria for noise mitigation, significantly less than the \$7.1 million assumed by Cleveland in its February 2 Comments. A breakdown of the anticipated noise mitigation costs is set forth in Exhibit 3.

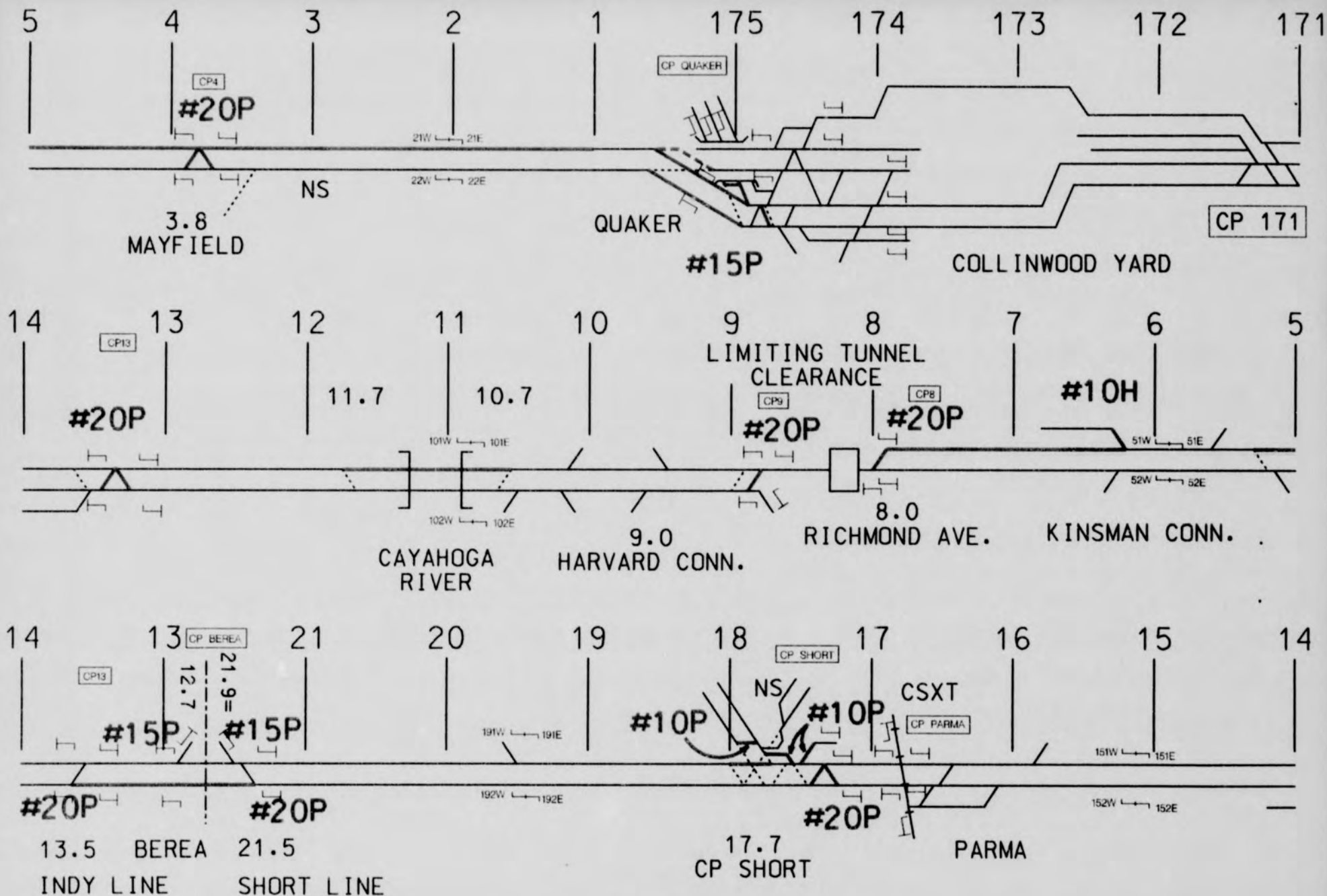
Please let us know if any of the above requires further clarification. Again, we will respond shortly to the other issues raised in your February 17 letter.

Sincerely,



David H. Coburn

cc: Peter Shudtz
Carl Gerhardstein
Mary Gay Sprague
Bruno Maestri



LEGEND

- EXISTING TRACKS
- NEW TRACK CONSTRUCTION
- TRACKS TO BE REMOVED
- TEMPORARY TRACKS

PROPOSED LINE CAPACITY IMPROVEMENTS
COLLINWOOD YARD - BERE, OH
DOUBLE TRACK PROJECT

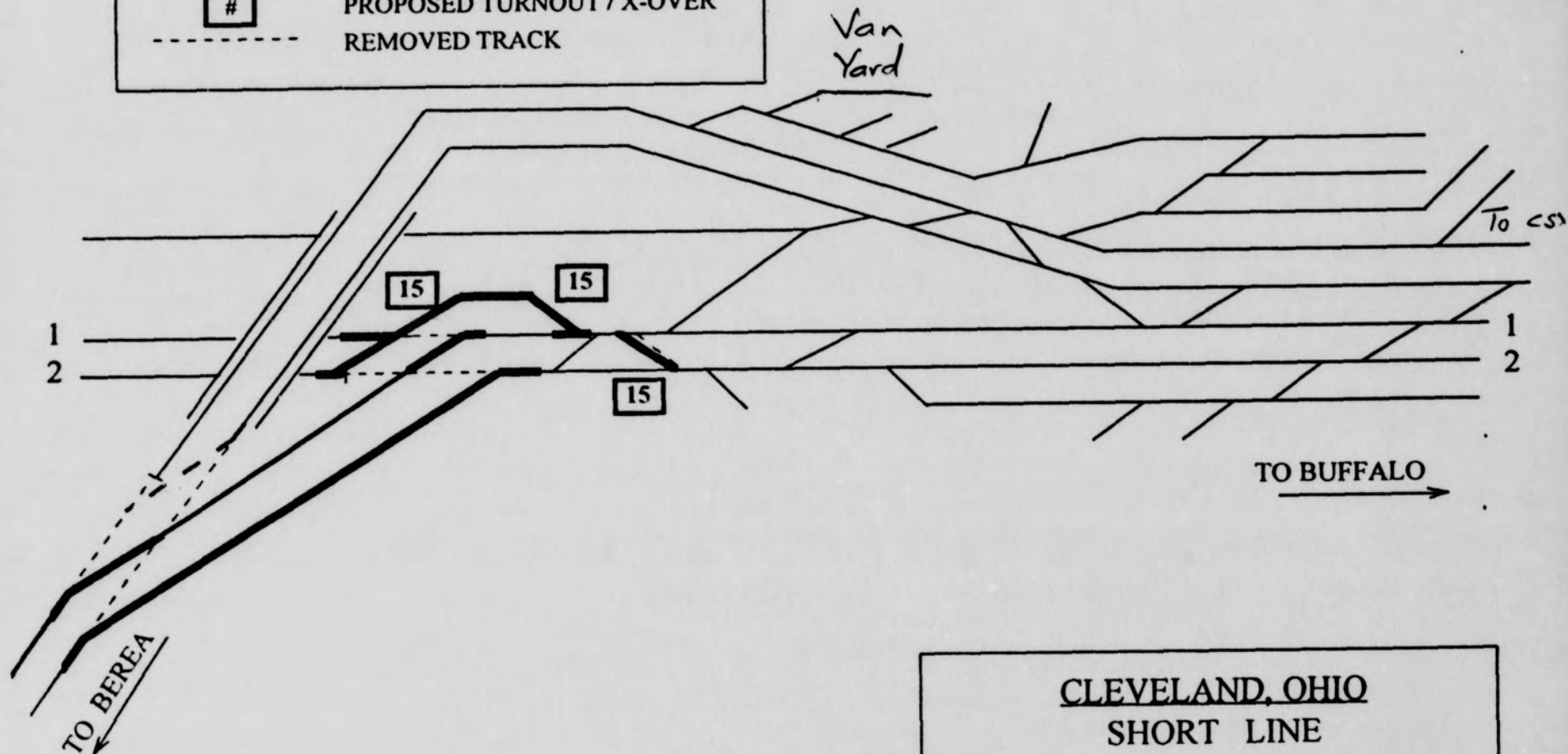
BKH

CADD FILE: CONRA12.DGN

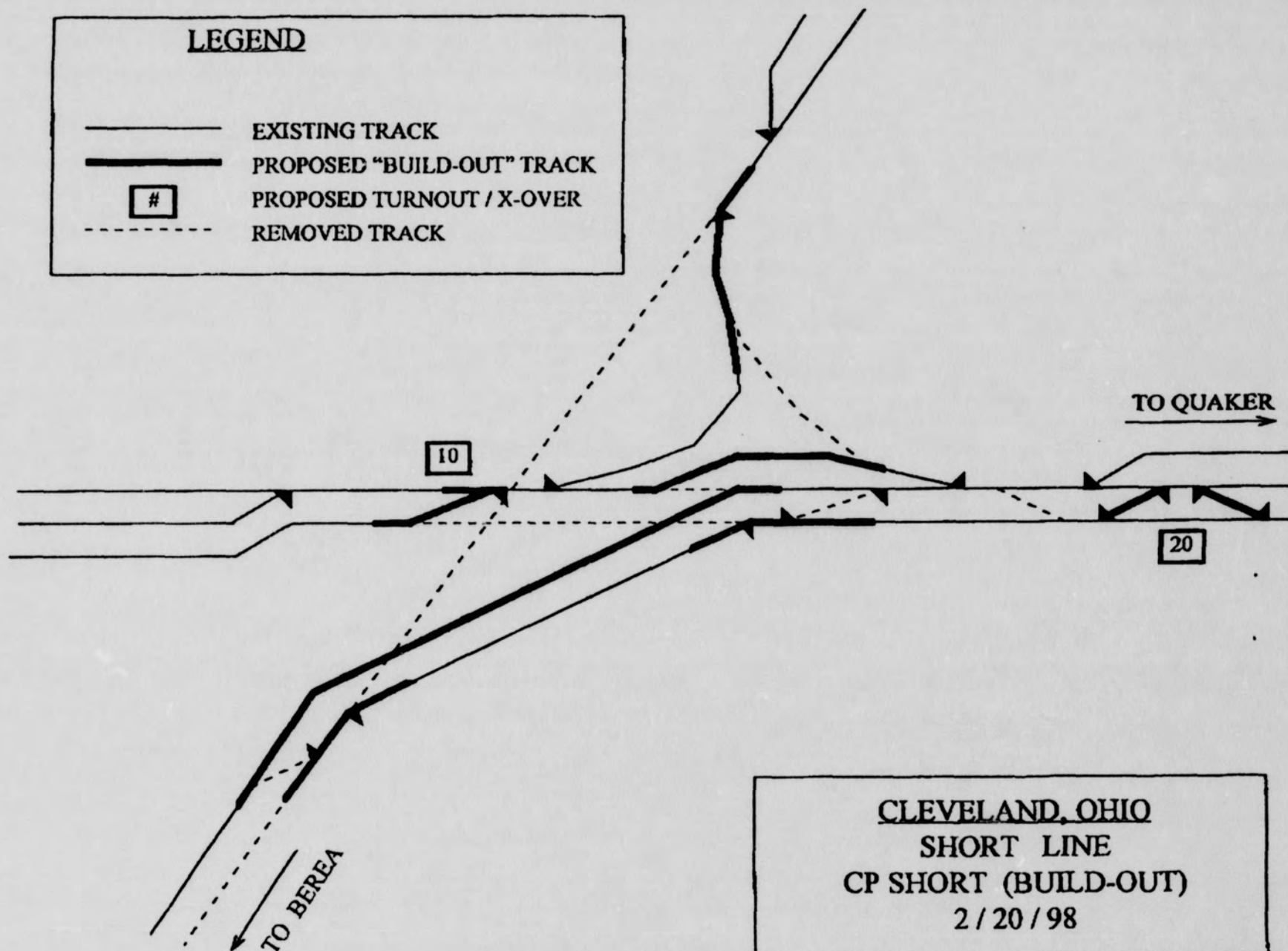
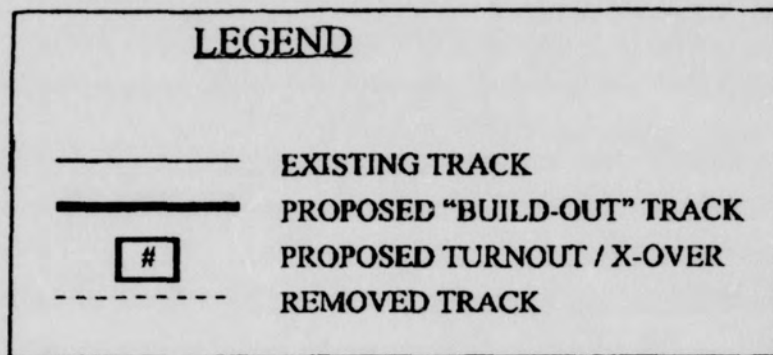
2-23-98

LEGEND

- EXISTING TRACK
- PROPOSED TRACK (PHASE I)
- PROPOSED "BUILD-OUT" TRACK
- ☐# PROPOSED TURNOUT / X-OVER
- - - REMOVED TRACK



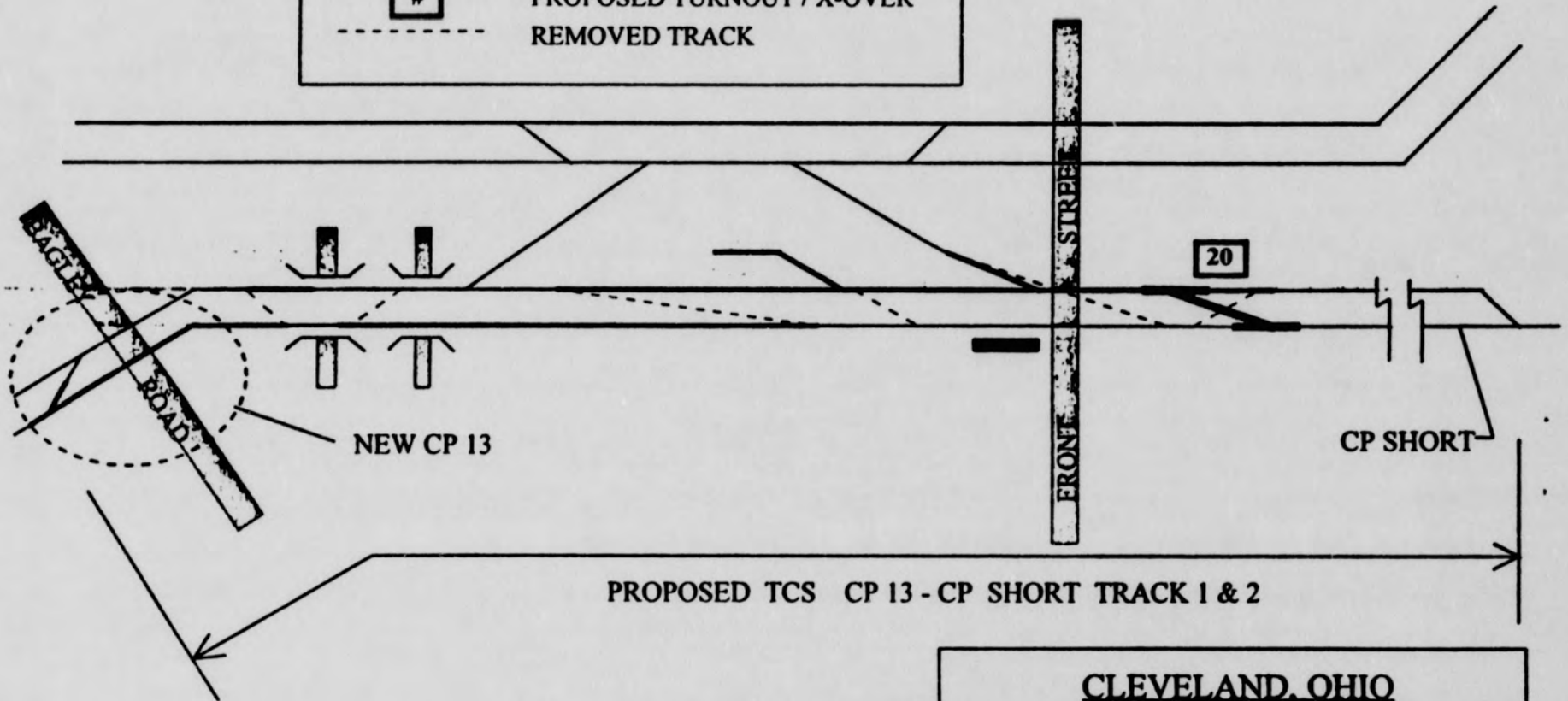
CLEVELAND, OHIO
SHORT LINE
CP QUAKER (BUILD-OUT)
CR / CSX 2/17/98 MEETING



CLEVELAND, OHIO
SHORT LINE
CP SHORT (BUILD-OUT)
2 / 20 / 98

LEGEND

- EXISTING TRACK
- PROPOSED TRACK (PHASE 1)
- PROPOSED "BUILD-OUT" TRACK
- PROPOSED TURNOUT / X-OVER
- REMOVED TRACK



CLEVELAND, OHIO
SHORT LINE
CP13 TO CP SHORT (BUILD-OUT)
CR / CSX 2/17/98 MEETING

Mitigation Estimates

* lengths and receptors based on measurements from SBA aerial plans.

Area	Length of Area (lf.)*	Receptors*	lf./Receptor	Cost Range		\$/Receptor		Mitigation Proposed
				Short Noise Wall/Berm (\$85-\$170/lf.)	Landscape Only (\$30-\$60/lf.)	Short Wall	Landscape	
1	0	0	0	0	0	0	0	No
2	6100	80	76	\$520,000 to \$1,040,000	0	\$6,500 to \$13,000	0	Yes
3	4200	90	47	\$350,000 to \$700,000	0	\$3,900 to \$7,800	0	Yes
4	4000	40	100	\$340,000 to \$680,000	0	\$8,500 to \$17,000	0	Yes
5	1500	10	150	Can Not Implement	\$45,000 to \$90,000	0	\$4,500 to \$9,000	Landscape Only
6	1700	15	113	\$145,000 to \$290,000	0	\$9,700 to \$19,000	0	Yes
7	2300	5	460	\$196,000 to \$392,000	\$69,000 to \$138,000	\$33,000 to \$78,000	\$13,000 to \$15,600	No
8	1200	2	600	\$102,000 to \$204,000	\$36,000 to \$72,000	\$51,000 to \$102,000	\$18,000 to \$36,000	No
9	1200	4	300	\$102,000 to \$204,000	\$36,000 to \$72,000	\$26,000 to \$51,000	\$9,000 to \$18,000	Landscape Only
10	0	0	0	0	0	0	0	No
11	0	4	0	Can Not Implement	Can Not Implement	0	0	No

TOTAL PROPOSED MITIGATION

\$1,436,000 to 2,872,000

STB

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33388

3-3-98

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CITIES

**ELKHART COUNTY LOCAL
EMERGENCY PLANNING
COMMITTEE**



February 26, 1998

Elaine K. Kaiser
Surface Transportation Board
1925 K Street, NW, Room 500
Washington, DC 20423-0001

Madam;

This correspondence is to express our concerns regarding the Norfolk Southern Rail Road taking over the Conrail Yards in our county. Our community has enjoyed an excellent working relationship with Conrail in the area of emergency response and training. It is our desire that this type of relationship continues with the Norfolk Southern.

We know that if there is a hazardous material incident on Conrail property we will see the best response available in the industry due to Conrail's high standards. They have on staff professional responders that are second to none. In our local area we have worked with Mr. Tom Davis (Conrail's Manager of Hazmat Field Services) on many occasions and have seen excellent results due to his knowledge in dealing with hazardous materials and his vast experience in this area.

We feel that the main reason for the outstanding record we have in dealing with rail hazardous material incidents is due to the training we have received from Conrail. We have received annual training from Conrail for our First Responders and Hazmat Teams for the past eight years. This training consisted of both classroom and hands on. This has given us the ability to understand how to safely respond and mitigate a hazardous incident, which would not have been possible without this training.

The instructors for the training were the professionals from Conrail who know how to respond in order to keep all responding personnel safe. They also have a genuine concern for the environment and an understanding on how to keep the damage minimal. We have had the best instructors in the field such as Mr. H. R. "Skip" Elliott and Mr. Tom Davis.

In reviewing the Norfolk Southern safety interaction plan, it is our understanding that they do not share the same philosophy in dealing with hazardous material incidents, as that

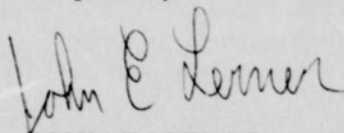
February 26, 1998

of Conrail. They have environmental personnel and contractors respond to their incidents, when in fact it should be professionals like Mr. Davis who has the needed knowledge and expertise to help us mitigate any rail road hazmat transportation incident which may occur in our county.

In closing it is our hope that the Surface Transportation Board will keep our concerns in mind during any upcoming hearings. We are sure that if we fail to continue to keep the transportation professionals like Mr. Davis responding to hazardous materials incidents at one of the largest rail yards in the United States, we will have unneeded injuries to our first responders. There is only one issue and that is the issue of SAFETY.

THANK YOU FOR YOUR TIME IN THIS MATTER.

Respectfully,



JOHN E LERNER
Community Emergency Coordinator

STB

FD

33388

3-2-98

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GOV



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Helping Floridians create safe, vibrant, sustainable communities"

LAWTON CHILES
Governor

ENVIRONMENTAL DOCUMENT

February 24, 1998



Ms. Elaine K. Kaiser
Chief, Section of Environmental Analysis
Surface Transportation Board
1925 K Street, Northwest
Washington, DC 20423-0001

RE: Surface Transportation Board - Draft Environmental
Impact Statement - Proposed Conrail Acquisition - CSX
Corporation, Norfolk Southern Corporation and Norfolk
Southern Railway Company - Control and Operating
Leases/Agreements - Finance Docket Number: 33388 -
Florida
SAI: FL9712260822C

Dear Ms. Kaiser:

The Florida State Clearinghouse, pursuant to Presidential Executive Order 12372, Gubernatorial Executive Order 95-359, the Coastal Zone Management Act, 16 U.S.C. §§ 1451-1464, as amended, and the National Environmental Policy Act, 42 U.S.C. §§ 4321, 4331-4335, 4341-4347, as amended, has coordinated a review of the above-referenced project.

The Department of Transportation (DOT) notes that the corporate agreement may result in significant benefits for the state of Florida. By creating a broader network of single-line freight railroad service, major markets could have direct access to markets in the Northeast. A reduction in transport time, with possible increased efficiency, and the long-term financial stability of such an operation would be economically beneficial to the Florida businesses that depend on the movement of goods by rail. The DOT notes its support of this work, and it is available to provide appropriate assistance. Please refer to the enclosed DOT comments.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.state.fl.us/comaff/dca>.

FLORIDA KEYS
Area of Critical State Concern Field Office
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

GREEN SWAMP
Area of Critical State Concern Field Office
155 East Summerlin
Bartow, Florida 33830-4641

SOUTH FLORIDA RECOVERY OFFICE
P.O. Box 4022
8600 N.W. 36th Street
Miami, Florida 33159-4022

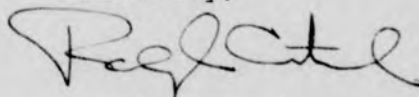
Ms. Elaine K. Kaiser
February 24, 1998
Page Two

The Department of Environmental Protection (DEP) indicates that if new construction is proposed within Florida, a determination must be made regarding the proximity to wetlands. A Binding Wetlands Jurisdictional Determination should be obtained prior to any further planning. Wetland impacts should be minimized and particular emphasis placed on avoidance oriented corridor alignments and the minimization or avoidance of fill placement in wetlands. Minimization concepts, such as reduced design speeds and reduced track bed widths, should be used, and the placement of fill in wetlands to create rail crossings should be avoided in favor of pile bridges and steeper embankment slopes. An Environmental Resource Permit issued by DEP's local district offices will be required if construction is proposed within or adjacent to state jurisdictional wetlands. Please refer to the enclosed DEP comments.

Based on the information contained in the draft environmental impact statement and the enclosed comments provided by our reviewing agencies, the state has determined that, at this stage, the above-referenced project is consistent with the Florida Coastal Management Program (FCMP). All subsequent environmental documents prepared for this project must be reviewed to determine the project's continued consistency with the FCMP. The state's continued concurrence with the project will be based, in part, on the adequate resolution of issues identified during this and subsequent reviews.

Thank you for the opportunity to review this project. If you have any questions regarding this letter, please contact Ms. Cherie Trainor, Clearinghouse Coordinator, at (850) 922-5438.

Sincerely,



Ralph Cantral, Executive Director
Florida Coastal Management Program

RC/cc

Enclosures

cc: Thomas F. Barry, Jr., Department of Transportation
April D. Williford, Department of Environmental Protection

COUNTY: State

DATE: 12/29/97

COMMENTS DUE-2 WKS: 01/13/98

Message:

CLEARANCE DUE DATE: 02/09/98

SAI#: FL9712260822C

STATE AGENCIES

WATER MANAGEMENT DISTRICTS

OPB POLICY UNITS

Community Affairs
Environmental Protection
X State
Transportation

South Florida WMD
Southwest Florida WMD
St. Johns River WMD
Suwannee River WMD

Environmental Policy/C & ED

ALLFLA
SAI-615-RR
980070

Xref:
974494
974523

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JAN 26 1998
State of Florida Clearinghouse

57 DEC 30 11 9 AM '98
JAN 13 1998

The attached document requires a Coastal Zone Management Act/Florida Coastal Management Program consistency evaluation and is categorized as one of the following:

— Federal Assistance to State or Local Government (15 CFR 930, Subpart F). Agencies are required to evaluate the consistency of the activity.

X — Direct Federal Activity (15 CFR 930, Subpart C). Federal Agencies are required to furnish a consistency determination for the State's concurrence or objection.

— Outer Continental Shelf Exploration, Development or Production Activities (15 CFR 930, Subpart E). Operators are required to provide a consistency certification for state concurrence/objection.

— Federal Licensing or Permitting Activity (15 CFR 930, Subpart D). Such projects will only be evaluated for consistency when there is not an analogous state license or permit.

Project Description:

Surface Transportation Board - Draft
Environmental Impact Statement - Proposed
Conrail Acquisition - CSX Corporation, Norfolk
Southern Corporation and Norfolk Southern
Railway Company - Control and Operating
Leases / Agreements - Finance Docket Number:
33388 - Florida.

To: Florida State Clearinghouse
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 922-5438 (SC 292-5438)
(904) 414-0479 (FAX)

EO. 12372/NEPA

Federal Consistency

☒ No Comment
☐ Comments Attached
☐ Not Applicable

☒ No Comment/Consistent
☐ Consistent/Comments Attached
☐ Inconsistent/Comments Attached
☐ Not Applicable

From:

Division/Bureau: Historical Resources

Reviewer: [Signature]

Date: 1/22/98

1-22-98



Department of Environmental Protection

Lawton Chiles
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Virginia B. Wetherell
Secretary

February 5, 1998

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FEB 09 1998

Cherie Trainor
State Clearinghouse
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Clearinghouse

RE: Draft Environmental Impact Statement for Proposed Conrail Acquisition

SAI: FL9712260822C

Dear Ms. Trainor:

The Department of Environmental Protection has reviewed the Draft Environmental Impact Statement (EIS) for the Proposed Conrail Acquisition by Norfolk Southern Railroad and CSX Railroad. Based upon the information contained in the draft EIS, the Department finds the project to be consistent with our statutory authorities in the Florida Coastal Management Program, provided the necessary permits are obtained.

The information contained in the draft EIS did not suggest the proposed construction activities related to the acquisition would occur in Florida. However, if any new construction is proposed for the State, a determination would need to be made with regard to the proximity to natural or other wetlands. A Binding Wetlands Jurisdictional Determination as per guidelines in CH 62-343.040 F.A.C., should be obtained prior to any further planning.

Every effort should be made to minimize wetland impacts with particular emphasis on avoidance oriented corridor alignments and the minimization or avoidance of fill placement in wetlands. Minimization concepts such as reduced design speeds and reduced track bed widths should be used, and the placement of fill in wetlands to create rail crossings should be avoided in favor of pile bridges and steeper embankment slopes. Such measures should be employed in the planning and design of this project.

Within the State of Florida, an Environmental Resource permit, pursuant to CH 373 F.S. would be required for the above type projects, and the permit processing has been delegated to the Department. The processing would be carried out in the local District where the construction occurs.

We appreciate the opportunity to review the proposed project. If you have any questions or require additional information, please contact me at (850) 487-2231 or SunCom 277-2231.

Sincerely,

April D. Williford
Office of Intergovernmental Programs

/adw

CC: George Cracium, DEP Southwest District

FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

605 Suwannee Street, Tallahassee, Florida 32399-0450

THOMAS F. BARRY, Jr.
SECRETARY

RECEIVED
JAN 14 1998

State of Florida Clearinghouse

MEMORANDUM

Date: January 13, 1998

To: State Clearinghouse

From: Robert G. Hebert, Jr.
Administrator-Ports/Intermodal
Florida Department of Transportation
SC 994-4546 FAX SC 292-4942

Copies: FDOT ICAR Coordinator w/att., Florida Coastal Management
Director (DCA), File

Subject: ICAR Federal Consistency Project Review Process
Conrail Acquisition by CSXT and Norfolk Southern
SAI# FL9712260822C

In accordance with departmental procedure 525-010-205, and State Clearinghouse requirements for review and comment on potential federal projects that may affect state programs and objectives, please be advised that the above-referenced proposed study or project:

X Does influence and impose a potential impact on existing state programs or objectives under Rail Office jurisdiction to the extent noted in the following comments:

See attached correspondence from the Secretary of Transportation dated March 24, 1997.

— Does not influence or impose a potential impact on existing state programs or objectives under Rail Office jurisdiction at this time, and no comments or recommendations are required.

Should further information or explanation be required, please feel free to contact the Rail Office at (850) 414-4500.

RGH/
Attachment

COUNTY: State

Message:

DATE: 12/29/97
COMMENTS DUE-2 WKS: 01/13/98
CLEARANCE DUE DATE: 02/09/98
SAI#: FL9712260822C

STATE AGENCIES

WATER MANAGEMENT DISTRICTS

OPB POLICY UNITS

Community Affairs
Environmental Protection
State
X Transportation

South Florida WMD
Southwest Florida WMD
St. Johns River WMD
Suwannee River WMD

Environmental Policy/C & ED

The attached document requires a Coastal Zone Management Act/Florida Coastal Management Program consistency evaluation and is categorized as one of the following:

- Federal Assistance to State or Local Government (15 CFR 930, Subpart F). Agencies are required to evaluate the consistency of the activity.
- X Direct Federal Activity (15 CFR 930, Subpart C). Federal Agencies are required to furnish a consistency determination for the State's concurrence or objection.
- Outer Continental Shelf Exploration, Development or Production Activities (15 CFR 930, Subpart E). Operators are required to provide a consistency certification for state concurrence/objection.
- Federal Licensing or Permitting Activity (15 CFR 930, Subpart D). Such projects will only be evaluated for consistency when there is not an analogous state license or permit.

Project Description:

Surface Transportation Board - Draft
Environmental Impact Statement - Proposed
Conrail Acquisition - CSX Corporation, Norfolk
Southern Corporation and Norfolk Southern
Railway Company - Control and Operating
Leases / Agreements - Finance Docket Number:
33388 - Florida.

To: Florida State Clearinghouse
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Tallahassee, FL 32399-2100
(850) 922-5438 (SC 292-5438)
(904) 414-0479 (FAX)

EO. 12372/NEPA

Federal Consistency

- ☐ No Comment
☒ Comments Attached
☐ Not Applicable

- ☐ No Comment/Consistent
☒ Consistent/Comments Attached
☐ Inconsistent/Comments Attached
☐ Not Applicable

From:

Division/Bureau:

FDOT RAIL OFFICE

Reviewer:

Mr. D. H. J., ADMINISTRATOR - PERMITS/INTEGRATION

Date:

1/13/98

FLORIDA

LANTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

605 Suwannee Street, Tallahassee, Florida 32399-0450

BEN G. WATTS
SECRETARY

March 24, 1997

The Honorable Linda Morgan
Chairwoman
Surface Transportation Board
1201 Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Morgan:

The Florida Department of Transportation has been following the potential acquisition of Conrail by CSX Corporation and Norfolk Southern with notable interest. It is my understanding that CSX is currently in negotiations with the Norfolk Southern Railway. The impact of this corporate agreement could have major positive consequences for the State of Florida.

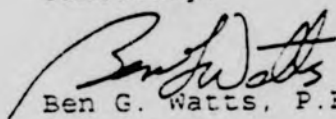
By creating a broader network of single-line freight railroad service, major markets such as Miami and Tampa could have direct access to markets in the Northeast. A reduction in transport time, with possible increased efficiency, and the long-term financial stability of such an operation would be economically beneficial to the tens of thousands of Florida businesses that depend on the movement of goods by rail.

Since deregulation of the industry in 1980, the Surface Transportation Board has wisely recognized the benefits that have accrued from logical railroad consolidations.

As the Board begins its review process, the Florida Department of Transportation is in support of this important work, and is available to provide appropriate assistance. It is respectfully requested that your Board give the highest priority to the review of the application submitted by CSX and Norfolk Southern in order to complete your review of this top priority issue as quickly as possible.

Thank you for your consideration.

Sincerely,


Ben G. Watts, P.E.
Secretary

BGW/rgb

COUNTY: State

Message:

DATE: 12/29/97
 COMMENTS DUE-2 WKS: 01/13/98
 CLEARANCE DUE DATE: 02/09/98
 SA#: FL9712260822C

STATE AGENCIES

Community Affairs
 Environmental Protection
 State
 Transportation

WATER MANAGEMENT DISTRICTS

X South Florida WMD
 Southwest Florida WMD
 St. Johns River WMD
 Suwannee River WMD

OPB POLICY UNITS

Environmental Policy/C & E

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 JAN 05 1998

State of Florida Clearinghouse

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 33368 Florida.

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 (904) 414-0479 (FAX)

EO. 12372/NEPA

Federal Consistency

☒ No Comment
☐ Comments Attached
☐ Not Applicable

☒ No Comment/Consistent
☐ Consistent/Comments Attached
☐ Inconsistent/Comments Attached
☐ Not Applicable

**NO NEW CONSTRUCTION ACTIVITIES ARE PROPOSED IN
 THIS STATE ACCORDING TO SECTION 5-FL.2 OF VOLUME 3A
 (PAGE FL-2)**

From:

Division/Bureau: REGULATION DEPT.

Reviewer: JIM GOLDEN

Date: 1/6/98

COUNTY: State

DATE: 12/29/97 1/6/98

COMMENTS DUE-2 WKS: 01/13/98

CLEARANCE DUE DATE: 02/09/98 #956

SAI#: 2/2/98 FL9712260822C

Message:

STATE AGENCIES

Community Affairs
Environmental Protection
State
Transportation

WATER MANAGEMENT DISTRICTS

South Florida WMD
Southwest Florida WMD
X St. Johns River WMD
Suwannee River WMD

OPB POLICY UNITS

Environmental Policy/C & ED

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FEB 11 1998
State of Florida Clearinghouse

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- X Direct Federal Activity (15 CFR 930, Subpart C). Federal Agencies are required to furnish a consistency determination for the State's concurrence or objection.
- Outer Continental Shelf Exploration, Development or Production Activities (15 CFR 930, Subpart E). Operators are required to provide a consistency certification for state concurrence/objection.
- Federal Licensing or Permitting Activity (15 CFR 930, Subpart D). Such projects will only be evaluated for consistency when there is not an analogous state license or permit.

Project Description:

Surface Transportation Board - Draft
Environmental Impact Statement - Proposed
Conrail Acquisition - CSX Corporation, Norfolk
Southern Corporation and Norfolk Southern
Railway Company - Control and Operating
Leases / Agreements - Finance Docket Number:
33388 - Florida.

To: Florida State Clearinghouse
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 922-5438 (SC 292-5438)
(904) 414-0479 (FAX)

EO. 12372/NEPA

Federal Consistency

- ☐ No Comment
☐ Comments Attached
☐ Not Applicable

- ☒ No Comment/Consistent
☐ Consistent/Comments Attached
☐ Inconsistent/Comments Attached
☐ Not Applicable

From:

Division/Bureau: St. Johns River Water Management District

Reviewer: Margaret H. Spontak MHS

Date: 2/2/98



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only)
or (352) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only): 1-800-231-6103
Internet address: <http://www.dep.state.fl.us/swfwmd>

7601 Highway 301 North
Tampa, Florida 33637-6759
1-800-636-0797 or (813) 985-7481
SUNCOM 578-2070

170 Century Boulevard
Bartow, Florida 33830-7700
1-800-492-7862 or (941) 534-1448
SUNCOM 572-6200

115 Corporation Way
Venice, Florida 34292-3524
1-800-320-3503 or (941) 486-1212
SUNCOM 526-6900

2303 Highway 44 West
Inverness, Florida 34453-3809
(352) 637-1360

January 13, 1998

Ms. Keri Akers
Florida State Clearinghouse
Department Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Subject: Surface Transportation Board, DEIS, Proposed ~~State~~ Rail Acquisition
SAI#: FL9712260822C

Dear Ms. Akers:

The staff of the Southwest Florida Water Management District (District) has conducted a consistency evaluation for the project referenced above. Consistency findings are divided into four categories and are based solely on the information provided in the subject application.

FINDING	CATEGORY
X	Consistent/No Comment
	Consistent/Comments Attached
	Inconsistent/Comments Attached
	Consistency Cannot be Determined Without an Environmental Assessment Report/Comments Attached

This review does not constitute permit approval under Chapter 373, Florida Statutes, or any rules promulgated thereunder, nor does it stand in lieu of normal permitting procedures in accordance with Florida Statutes and District rules.

If you have any questions or if I can be of further assistance, please contact me in the District's Planning Department.

Sincerely,

Mark D. Phelps, AICP
Government Planning Coordinator (Central Region)

MDP

Excellence
Through
Quality
Service

RECEIVED
JAN 15 1998
State of Florida Clearinghouse

COUNTY: State

DATE: 12/29/97

COMMENTS DUE-2 WKS: 01/13/98

Message:

CLEARANCE DUE DATE: 02/09/98

SAI#: FL9712260822C

STATE AGENCIES

Community Affairs
Environmental Protection
State
Transportation

WATER MANAGEMENT DISTRICTS

South Florida WMD
Southwest Florida WMD
St. Johns River WMD
Suwannee River WMD

OPB POLICY UNITS

X Environmental Policy/C & ED

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JAN 09 1998

State of Florida Clearinghouse

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JAN 2 1998

OFFICE OF PLANNING
& BUDGETING
ENVIRONMENTAL POLICY UNIT

The attached document requires a Coastal Zone Management Act/Florida Coastal Management Program consistency evaluation and is categorized as one of the following:

- Federal Assistance to State or Local Government (15 CFR 930, Subpart F). Agencies are required to evaluate the consistency of the activity.
- X Direct Federal Activity (15 CFR 930, Subpart C). Federal Agencies are required to furnish a consistency determination for the State's concurrence or objection.
- Outer Continental Shelf Exploration, Development or Production Activities (15 CFR 930, Subpart E). Operators are required to provide a consistency certification for state concurrence/objection.
- Federal Licensing or Permitting Activity (15 CFR 930, Subpart D). Such projects will only be evaluated for consistency when there is not an analogous state license or permit.

Project Description:

Surface Transportation Board - Draft
Environmental Impact Statement - Proposed
Conrail Acquisition - CSX Corporation, Norfolk
Southern Corporation and Norfolk Southern
Railway Company - Control and Operating
Leases / Agreements - Finance Docket Number:
33388 - Florida.

10 Books

To: Florida State Clearinghouse
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 922-5438 (SC 292-5438)
(904) 414-0479 (FAX)

EO. 12372/NEPA

- ☐ No Comment
- ☐ Comments Attached
- ☐ Not Applicable

Federal Consistency

- ☒ No Comment/Consistent
- ☐ Consistent/Comments Attached
- ☐ Inconsistent/Comments Attached
- ☐ Not Applicable

Any increase in rail transportation of hazardous materials that would impact Florida's environmental resources in the event of an accident is a concern. Reference: Volume 4, Chapter 7, pages 7-13 (3A) and 7-34. *MT*

No budget impact

From:

Division/Bureau:

ENVIRONMENT/OPB

Reviewer:

Dennis K. Allen

Date:

1/6/98

STB

FD

33388

2-26-98

K

BUSINESS

1/4

ARNOLD & PORTER

555 TWELFTH STREET, N.W.
WASHINGTON, D.C. 20004-1202

MARY GABRIELLE SPRAGUE
(202) 942-5773

(202) 942-5000
FACSIMILE (202) 942-5999

NEW YORK
DENVER
LOS ANGELES
LONDON

February 24, 1998

**ENVIRONMENTAL
DOCUMENT**

VIA HAND DELIVERY

Michael Dalton
Section of Environmental Analysis
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

CENTRAL ADMINISTRATIVE UNIT

REC'D: 2/24/98

DOCUMENT # 2/27/98 3.12 46 PM

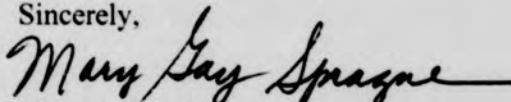
Re: Finance Docket No. 33388/
CSX Agreements with City of Chicago Regarding
59th Street Intermodal Facility

Dear Mr. Dalton:

CSX has entered into the enclosed agreements with the City of Chicago to address certain concerns of the City regarding the construction of the 59th Street Intermodal Facility. The City's rezoning of the property was contingent on these agreements. They are thus legally enforceable by the City of Chicago. We also enclose a memorandum from Christopher Durden of CSX Intermodal to Carl Gerhardstein that summarizes the terms of the agreements.

CSX is furnishing these agreements to the Section of Environmental Analysis because of their relation to various issues raised in the Draft Environmental Impact Statement regarding the 59th Street Intermodal Facility. Neither CSX nor the City has requested that the attached agreements be made conditions of approval of the Application as they are independently enforceable. CSX would not object, however, should the Board decide to consider the submission of these agreements as a representation by CSX that it will comply with their terms. See UP/SP, Finance Docket No. 32760, Decision No. 44, served Aug. 12, 1996, at 12, n. 14.

Sincerely,


Mary Gabrielle Sprague

Enclosures

CSX
INTERMODAL**ADMINISTRATIVELY
CONFIDENTIAL**
Interoffice Memorandum

DATE: February 4, 1998
TO: Carl Gerhardstein - J275
FROM: Chris Durden *Chris*
RE: SEA Draft Environmental Impact Statement - 59th Street
Project, Item No. 24, Chicago, IL, page 7-20

The 59th Street Terminal has been approved by the City of Chicago as a Manufacturing Planned Development. The approval process included providing proposed plans, studies (economic, traffic, and environmental impact), and required public hearings held under the auspices of the Plan Commission. Public support had been assured through a series of community meetings held with community groups and local aldermen. Based on appropriate review and public comments, the City of Chicago Plan Commission recommended that the proposed plan as submitted be approved by the City Council. The City Council voted to approve the application as submitted and as recommended by the Plan Commission. This approval is binding on CSX and was achieved after full consideration of the public's concerns and comments.

As a part of the City's planning review leading to approval, CSX provided the City of Chicago Planning Department with certain traffic and noise studies analyzing the impact of the 59th Street Terminal. These studies revealed that projected levels were within acceptable standards. Several mitigation recommendations were adopted as a part of the City's planning review and approval. These are as follows:

Traffic

Recommendation: The access drive on 59th Street should be at least 48 feet wide to provide two 12 foot inbound and two 12 foot outbound lanes.

Action: This has been implemented, and the plans approved by the City of Chicago Planning Department include a 52 feet wide access drive at this location.

Recommendation: A left turn lane for westbound traffic on 59th Street should be provided at the access drive, designed in accordance with CDOT standards.

Action: This has been implemented, and the plans approved by the City of Chicago Planning Department include the recommended left turn lane.

Memo to Carl Gerhardtstein
February 4, 1998
Page 2

ADMINISTRATIVELY CONFIDENTIAL

Noise

Recommendation: Locate inbound and outbound gates as far from residential areas as possible.

Action: This has been implemented, and the plans approved by the City of Chicago Planning Department have gates located as far from residential areas as site topography and traffic considerations allow.

Recommendation: Pave yard and maintain even pavement surfaces.

Action: This has been implemented, and the plans approved by the City of Chicago Planning Department include a fully paved yard with even pavement surfaces.

Recommendation: Provide a noise barrier to assist in mitigating noise adjacent to elementary school.

Action: Beyond the City's landscaping requirements, no additional barrier was required by the City, and no public comment was received requesting same. The noise study revealed that only a single location would suffer an anticipated increase (dB) greater than 2.3, and that this single location (near the school) had a projected Leq (dB) of only 57.0, well below the local standard Leq (dB) of 67.0. However, should noise at the school become a community concern in the future, CSX will cooperate with local leaders to address it at such time.

Recommendation: Provide perimeter fence (with slats where uninterrupted vision possible from residential area into working area of yard) and landscaping around facility where adjacent to residential properties.

Action: This has been implemented, and the plans approved by the City of Chicago Planning Department provide for fencing and landscaping where adjacent to residential properties, with fence slats where uninterrupted vision from residential area (approximately 650 L.F.). In addition, where possible, landscaped berms and/or embankments visually shield residential areas from the facility.

Community Enhancement

Recommendation: CSX promote and foster economic development in the surrounding community.

Action: This has been implemented and City approval was contingent on the funding of a "Neighborhood Investment Fund" into which CSX has tendered a \$1,000,000 initial payment (already paid-in) and has agreed to continue to fund, during the life of the terminal, annual payments based on terminal traffic, such annual payments being a minimum of \$300,000 per year for the first 19 years of operation.

CD.jcg

cc: Mark Hoffmann

KATTEN MUCHIN & ZAVIS

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

525 WEST MONROE STREET • SUITE 1600

CHICAGO, ILLINOIS 60661-3693

CSX INTERMODAL, INC.'S DEVELOPMENT
OF THE 59TH STREET FACILITY

DOCUMENT 8: CHGO01A (22993-00008-6) 313907.1; DATE: 02/02/96; TIME: 10:58-

CSX INTERMODAL INC.'S DEVELOPMENT
OF THE 59TH STREET FACILITY

CSX INTERMODAL, INC.'S DEVELOPMENT OF THE 59TH STREET FACILITY

MAIN DOCUMENTS:

City Council Approvals:

1. Ordinance approving Application Number 12135 dated December 10, 1997, including the following documents:
 - a. Manufacturing Planned Development Plan of Development Statements
 - b. Existing Zoning and Street System Map;
 - c. Existing Land Use Area Map;
 - d. Site Plan;
 - e. Landscape Plan;
 - f. Property Line Map and Right-of-Way Adjustment Map;
 - g. Gateway Intersection Plan;
 - h. Elevation Canopy Plan;
 - i. Elevation Gate/Admin Building Plan; and
 - j. Manufacturing Planned Development Bulk Regulations and Data Table.
2. "Authorization For Execution Of Neighborhood Investment Fund Agreement With CSX Intermodal, Inc." dated November 19, 1997.
3. Neighborhood Investment Fund by and between CSX Intermodal, Inc. and the City of Chicago dated January 27, 1998.
4. City of Chicago Economic Disclosure Statement and Affidavit dated November 7, 1997.
5. CSX Intermodal, Inc. Jobs Covenant dated December 10, 1997.
6. Survey prepared by TranSystems Corporation Consultants.
7. Traffic Impact Analysis prepared by Metro Transportation Group, Inc. dated September, 1997.
8. Approval letters from Alderman Shirley A. Coleman and Alderman Virgin E. Jones.
9. "Report to the Chicago Plan Commission, Peter C.B. Bynoe, Chairman from Christopher R. Hill, Commissioner Department of Planning and Development" dated October 16, 1997.

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 14-H.
(As Amended)
(Application Number 12135)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all M1-1 and M1-2 Restricted Manufacturing District and M2-2 General Manufacturing District symbols and indications as shown on Map Number 14-H in area bounded by:

that part of the Consolidated Rail Corporation (formerly the Philadelphia, Baltimore and Washington Railroad Company) right-of-way lying in the west half of Section 18 and in the northwest quarter of Section 19, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

beginning at a point of intersection of the north line of Lot 1 in Block 5 in Garfield Avenue Subdivision (being also the southerly right-of-way line of West 56th Street) extended westerly, with the easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company); thence southerly along the said easterly right-of-way line, being 200 feet, more or less, normally distant east and parallel with the west line of the east half of the northwest quarter of said Section 18 to a point 1,694.8 feet, more or less, south of the north line of the northwest quarter of said Section 18, said point being the northwest corner of a parcel of land conveyed by warranty deed recorded March 5, 1932 as Document Number 11055397; thence southeasterly along the

northeasterly line of said Document Number 11055397 a distance of 181.468 feet, more or less, to a point 257.85 feet, more or less, normally distant east of the west line of the east half of the northwest quarter of said Section 18; thence continuing southeasterly along the northeasterly line of said Document Number 11055397 a distance of 135.157 feet, more or less, to a point 1,986.8 feet, more or less, south of the north line and 319.17 feet, more or less, normally distant east of the west line the east half of the northwest quarter of said Section 18 (said point being 20 feet, more or less, east of and 24.06 feet, more or less, south of the intersection of the west line of South Hamilton Avenue and the north line of West 58th Street according to Dewey's Subdivision); thence easterly along a line parallel with the north line of the northwest quarter of said Section 18 a distance of 170.83 feet, more or less, to a point of intersection with the west line of an alley lying 16 feet west of the west line of Block 13 in Dewey's Subdivision, extended northerly; thence southerly along the west line of said alley to a point of intersection with the south line of Block 13 in Dewey's Subdivision, extended westerly; thence easterly along the said extension of the south line of Block 13 a distance of 16 feet, more or less, to the southwest corner of Lot 10 in Block 13 in Dewey's Subdivision; thence continuing easterly along the south line of Lot 10 in said Block 13 a distance of 125.1 feet, more or less, to the southeast corner of Lot 10 in Block 13, being also a point on the west line of South Hoyne Avenue; thence southerly along the west line of South Hoyne Avenue, being also a southerly extension of the east line of said Block 13 a distance of 66 feet, more or less, to the northeast corner of Lot 1 in Block 18 in Dewey's Subdivision; thence continuing southerly along the east line of Lots 1 through 6, inclusive, in Block 18 and the southerly extension thereof, being also the west line of South Hoyne Avenue, a distance of 167.0 feet, more or less, to the northeast corner of Lot 7 in said Block 18; thence westerly along the north line of Lots 7 and 8 in Block 18 a distance of 49.97 feet, more or less, to the northeast corner of Lot 9 in said Block 18; thence southerly along the east line of Lot 9 in said Block 18 a distance of 123.0 feet, more or less, to the southeast corner of Lot 9, being also a point on the north line of West 59th Street; thence southerly along the southerly extension of the east line of said Lot 9 a distance of 66 feet, more or less, to a point of intersection with the south line of West 59th Street, said point being 33 feet, more or less, normally distant south of the north line of the southwest quarter of said Section 18; thence easterly along the south line of West 59th Street, being 33 feet, more or less, normally distant south and parallel with the north line of the southwest quarter of said Section 18 to a point 124.77 feet, more or less (as measured along the north line of the southwest quarter of said Section 18) easterly of a point of intersection with the east line of South Hoyne Avenue, extended southerly; thence southerly along a line lying 124.69 feet, more or less, easterly of the east line of South Hoyne Avenue

extended northerly, to a point of intersection with the centerline of West 61st Street, to the most northerly point of a parcel of land designated as Parcel Number IL B10h 08-6 and recorded as Document Number 25027856; thence southwesterly along the westerly line of said Parcel Number IL B10h 08-6, being 15 feet radially distant southeasterly and concentric with the centerline of Track Number 24 of the Philadelphia, Baltimore and Washington Railroad Company, as it was located on November 28, 1975, a distance of 435 feet, more or less, to the southwest corner of Parcel Number IL B10h 08-6; thence southerly along the west line of South Hoyne Avenue to a point 830 feet, more or less, north of the point of intersection with the north line of the first alley north of West 63rd Street, being also the most northerly point of a parcel of land designated as Parcel Number ILB 10h 07-4 and recorded as Document Number 25027856; thence southwesterly along the westerly line of said Parcel Number ILB 10h 07-4 a distance of 875 feet, more or less, to the southwest corner of Parcel Number ILB 10h 07-4, said point being 275 feet, more or less, west of the intersection of the north line of the first alley north of West 63rd Street with the west line of South Hoyne Avenue, being a point on the east line of South Hamilton Avenue according to said document; thence westerly along the westerly extension of the said north line of the first alley north of West 63rd Street to a point 25 feet, more or less, normally distant east of the west line of vacated South Hamilton Avenue; thence southerly along a line 25 feet, more or less, normally distant east and parallel with the said west line of vacated South Hamilton Avenue a distance of 141 feet, more or less, to a point of intersection with the north line of West 63rd Street, extended easterly; thence westerly along the said extended north line of West 63rd Street and along the north line of West 63rd Street a distance of 85 feet, more or less; thence southwesterly 85.7 feet, more or less, to a point 81.4 feet, more or less, westerly of the west line of South Hamilton Avenue, as measured along the south line of West 63rd Street; thence westerly along the south line of West 63rd Street to the west right-of-way of the Consolidated Rail Corporation, said point being 50 feet normally distant west of the original centerline of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company right-of-way; thence northerly along the said west right-of-way line of the Consolidated Rail Corporation, being 50 feet normally distant west and parallel with the said original centerline of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company right-of-way a distance of 83 feet, more or less to the north line of West 63rd Street; thence westerly along the north line of West 63rd Street a distance of 35 feet, more or less, to a point 50 feet, more or less, normally distant easterly of the westerly line of the Consolidated Rail Corporation right-of-way; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the westerly line of the Consolidated Rail Corporation right-of-way a distance of 597 feet, more or less, to a point on a 1,697.42

foot, more or less, radius curve; thence northerly along said 1,697.42 foot, more or less, radius curve, concave northeasterly and 50 feet, more or less, radially distant easterly and concentric with the westerly line of the Consolidated Rail Corporation right-of-way a distance of 360 feet, more or less; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the west line of the Consolidated Rail Corporation right-of-way a distance of 3,044 feet, more or less, to a point on a 2,456.31 foot, more or less, radius curve; thence northerly along said 2,456.31 foot, more or less, radius curve, concave easterly and 50 feet, more or less, radially distant easterly and concentric with the west line of the Consolidated Rail Corporation right-of-way a distance of 707 feet, more or less; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the west line of the Consolidated Rail Corporation right-of-way a distance of 4 feet, more or less to a point 60 feet, more or less, normally distant north of the north line of West 56th Street, extended westerly; thence easterly along a line 60 feet, more or less, normally distant north and parallel with the north line of West 56th Street, extended westerly a distance of 419 feet, more or less, to a point 200 feet, more or less, normally distant east of the west line of the east half of the northwest quarter of said Section 18, being also a point on the easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company); thence southerly along the said easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company), being 200 feet, more or less, normally distant east and parallel with the west line of the east half of the northwest quarter of said Section 18 a distance of 126 feet, more or less, to the point of beginning,

to those of an M3-2 Heavy Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be further amended by changing all the M3-2 Heavy Manufacturing District symbols and indications in the area bounded by:

that part of the Consolidated Rail Corporation (formerly the Philadelphia, Baltimore and Washington Railroad Company) right-of-way lying in the west half of Section 18 and in the northwest quarter of Section 19, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

beginning at a point of intersection of the north line of Lot 1 in Block 5 in Garfield Avenue Subdivision (being also the southerly right-of-way line of West 56th Street) extended westerly, with the easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company); thence southerly along the said easterly right-of-way line, being 200 feet, more or less, normally distant east and parallel with the west line of the east half of the northwest quarter of said Section 18 to a point 1,694.8 feet, more or less, south of the north line of the northwest quarter of said Section 18, said point being the northwest corner of a parcel of land conveyed by warranty deed recorded March 5, 1932 as Document Number 11055397; thence southeasterly along the northeasterly line of said Document Number 11055397 a distance of 181.468 feet, more or less, to a point 257.85 feet, more or less, normally distant east of the west line of the east half of the northwest quarter of said Section 18; thence continuing southeasterly along the northeasterly line of said Document Number 11055397 a distance of 135.157 feet, more or less, to a point 1,986.8 feet, more or less, south of the north line and 319.17 feet, more or less, normally distant east of the west line the east half of the northwest quarter of said Section 18 (said point being 20 feet, more or less, east of and 24.06 feet, more or less, south of the intersection of the west line of South Hamilton Avenue and the north line of West 58th Street according to Dewey's Subdivision); thence easterly along a line parallel with the north line of the northwest quarter of said Section 18 a distance of 170.83 feet, more or less, to a point of intersection with the west line of an alley lying 16 feet west of the west line of Block 13 in Dewey's Subdivision, extended northerly; thence southerly along the west line of said alley to a point of intersection with the south line of Block 13 in Dewey's Subdivision, extended westerly; thence easterly along the said extension of the south line of Block 13 a distance of 16 feet, more or less, to the southwest corner of Lot 10 in Block 13 in Dewey's Subdivision; thence continuing easterly along the south line of Lot 10 in said Block 13 a distance of 125.1 feet, more or less, to the southeast corner of Lot 10 in Block 13, being also a point on the west line of South Hoyne Avenue; thence southerly along the west line of South Hoyne Avenue, being also a southerly extension of the east line of said Block 13 a distance of 66 feet, more or less, to the northeast corner of Lot 1 in Block 18 in Dewey's Subdivision; thence continuing southerly along the east line of Lots 1 through 6, inclusive, in Block 18 and the southerly extension thereof, being also the west line of South Hoyne Avenue, a distance of 167.0 feet, more or less, to the northeast corner of Lot 7 in said Block 18; thence westerly along the north line

South Hoyne Avenue, a distance of 167.0 feet, more or less, to the northeast corner of Lot 7 in said Block 18; thence westerly along the north line of Lots 7 and 8 in Block 18 a distance of 49.97 feet, more or less, to the northeast corner of Lot 9 in said Block 18; thence southerly along the east line of Lot 9 in said Block 18 a distance of 123.0 feet, more or less, to the southeast corner of Lot 9, being also a point on the north line of West 59th Street; thence southerly along the southerly extension of the east line of said Lot 9 a distance of 66 feet, more or less, to a point of intersection with the south line of West 59th Street, said point being 33 feet, more or less, normally distant south of the north line of the southwest quarter of said Section 18; thence easterly along the south line of West 59th Street, being 33 feet, more or less, normally distant south and parallel with the north line of the southwest quarter of said Section 18 to a point 124.77 feet, more or less (as measured along the north line of the southwest quarter of said Section 18) easterly of a point of intersection with the east line of South Hoyne Avenue, extended southerly; thence southerly along a line lying 124.69 feet, more or less, easterly of the east line of South Hoyne Avenue extended northerly, to a point of intersection with the centerline of West 61st Street, to the most northerly point of a parcel of land designated as Parcel Number IL B10h 08-6 and recorded as Document Number 25027856; thence southwesterly along the westerly line of said Parcel Number IL B10h 08-6, being 15 feet radially distant southeasterly and concentric with the centerline of Track Number 24 of the Philadelphia, Baltimore and Washington Railroad Company, as it was located on November 28, 1975, a distance of 435 feet, more or less, to the southwest corner of Parcel Number IL B10h 08-6; thence southerly along the west line of South Hoyne Avenue to a point 830 feet, more or less, north of the point of intersection with the north line of the first alley north of West 63rd Street, being also the most northerly point of a parcel of land designated as Parcel Number ILB 10h 07-4 and recorded as Document Number 25027856; thence southwesterly along the westerly line of said Parcel Number ILB 10h 07-4 a distance of 875 feet, more or less, to the southwest corner of Parcel Number ILB 10h 07-4, said point being 275 feet, more or less, west of the intersection of the north line of the first alley north of West 63rd Street with the west line of South Hoyne Avenue, being a point on the east line of South Hamilton Avenue according to said document; thence westerly along the westerly extension of the said north line of the first alley north of West 63rd Street to a point 25 feet, more or less, normally distant east of the west line of vacated South Hamilton Avenue; thence southerly along a line 25 feet, more or less, normally distant east and parallel with the said west line of vacated South Hamilton Avenue a distance of 141 feet, more or less, to a point of intersection with the north line of West 63rd Street, extended easterly; thence westerly along the said extended north line of West 63rd Street and along the north line of West 63rd Street a distance of 85 feet, more or less; thence southwesterly 85.7 feet, more or less, to a point 81.4 feet,

more or less, westerly of the west line of South Hamilton Avenue, as measured along the south line of West 63rd Street; thence westerly along the south line of West 63rd Street to the west right-of-way of the Consolidated Rail Corporation, said point being 50 feet normally distant west of the original centerline of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company right-of-way; thence northerly along the said west right-of-way line of the Consolidated Rail Corporation, being 50 feet normally distant west and parallel with the said original centerline of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company right-of-way a distance of 83 feet, more or less to the north line of West 63rd Street; thence westerly along the north line of West 63rd Street a distance of 35 feet, more or less, to a point 50 feet, more or less, normally distant easterly of the westerly line of the Consolidated Rail Corporation right-of-way; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the westerly line of the Consolidated Rail Corporation right-of-way a distance of 597 feet, more or less, to a point on a 1,697.42 foot, more or less, radius curve; thence northerly along said 1,697.42 foot, more or less, radius curve, concave northeasterly and 50 feet, more or less, radially distant easterly and concentric with the westerly line of the Consolidated Rail Corporation right-of-way a distance of 360 feet, more or less; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the west line of the Consolidated Rail Corporation right-of-way a distance of 3,044 feet, more or less, to a point on a 2,456.31 foot, more or less, radius curve; thence northerly along said 2,456.31 foot, more or less, radius curve, concave easterly and 50 feet, more or less, radially distant easterly and concentric with the west line of the Consolidated Rail Corporation right-of-way a distance of 707 feet, more or less; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the west line of the Consolidated Rail Corporation right-of-way a distance 4 feet, more or less to a point 60 feet, more or less, normally distant north of the north line of West 56th Street, extended westerly; thence easterly along a line 60 feet, more or less, normally distant north and parallel with the north line of West 56th Street, extended westerly a distance of 419 feet, more or less, to a point 200 feet, more or less, normally distant east of the west line of the east half of the northwest quarter of said Section 18, being also a point on the easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company); thence southerly along the said easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company), being 200 feet, more or less, normally distant east and parallel with the west line of the east half of the northwest quarter of said Section 18 a distance of 126 feet, more or less, to the point of beginning, to the designation of a Manufacturing Planned Development and corresponding use districts are hereby established in the above area described, subject to such use and bulk regulations as are set forth in the

Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Manufacturing Planned Development.

Plan Of Development Statements.

1. The area delineated herein as manufacturing planned development (the "Planned Development") consists of approximately three million six hundred seventy- three thousand seven hundred sixty-four and twenty one-hundredths (3,673,764.20) square feet (approximately eighty-four and thirty-four one-hundredths (84.34) acres) of real property which is depicted on the attached Property Line Map and Right-of-Way Adjustment Map (the "Property"). The Applicant, CSX Intermodal, Inc., a Delaware corporation (the "Applicant"), is in the process of acquiring the subject property through a merger with the current owner, Consolidated Rail Corporation, a Pennsylvania corporation. The Property is controlled by the Applicant.
2. All applicable official reviews, approvals or permits required in connection with this Planned Development shall be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way, or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, or its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be

4. This Planned Development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning and Street System Map; an Existing Land-Use Area Map; a Site Plan; a Landscape Plan; a Gateway Intersection Plan; an Elevations Canopy Plan; Elevation Gate/Administration Building Plan and a Property Line Map and Right-of-Way Adjustment Map. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a manufacturing planned development.
5. The permitted uses in the Planned Development are an intermodal facility, railroad and water freight terminals, railroad switching and classification yards, repair shops and roundhouses and accessory uses.
6. Identification and other necessary signs shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs, shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development, subject to the review and approval of the Departments of Transportation and Planning and Development.
8. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. The primary means of ingress and egress to the Property will be located at the intersection of West 59th Street and South Hoyne Avenue. A secondary means of ingress and egress to the Property will be provided from West 71st Street through CSX rail land. In addition, ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development.

9. The height restriction of any building or any appurtenance attached thereto shall, in addition to the Building Elevations and the Bulk Regulations and Data Table, be subject to limitations approved by the Federal Aviation Administration.
10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
11. Improvements on the Property, including landscaping and all entrances and exits, shall be designed and installed in substantial conformance with the Site Plan, Landscape Plan, Gateway Intersection Plan, Elevations Canopy Plan, Elevation Gate/Administration Building Plan and Bulk Regulations and Data Table, attached hereto and made a part hereof.
12. Applicant recognizes that the subject property is located within the 60th and Western Redevelopment Project Area ("Project Area") which has been designated pursuant to the Tax Increment Allocation Redevelopment Act, and further supports the policy of the City of Chicago of facilitating the redevelopment of vacant and underutilized land with new commercial and industrial facilities, and acknowledges that the foregoing policy is in furtherance of a public purpose and that such development would also encourage development in the surrounding area of such uses and those related thereto, including retail and residential. Applicant desires and intends to assist the City of Chicago in the accomplishment of its announced public purpose to encourage commercial, retail, and industrial development within the Project Area and the surrounding area which would have benefited from the redevelopment of the Project Area, by contributing an initial sum of One Million and no/100 Dollars (\$1,000,000.00), and additional sums to be paid pursuant to a contract to be entered into between the Applicant and the City of Chicago (the "Neighborhood Investment Fund Agreement").

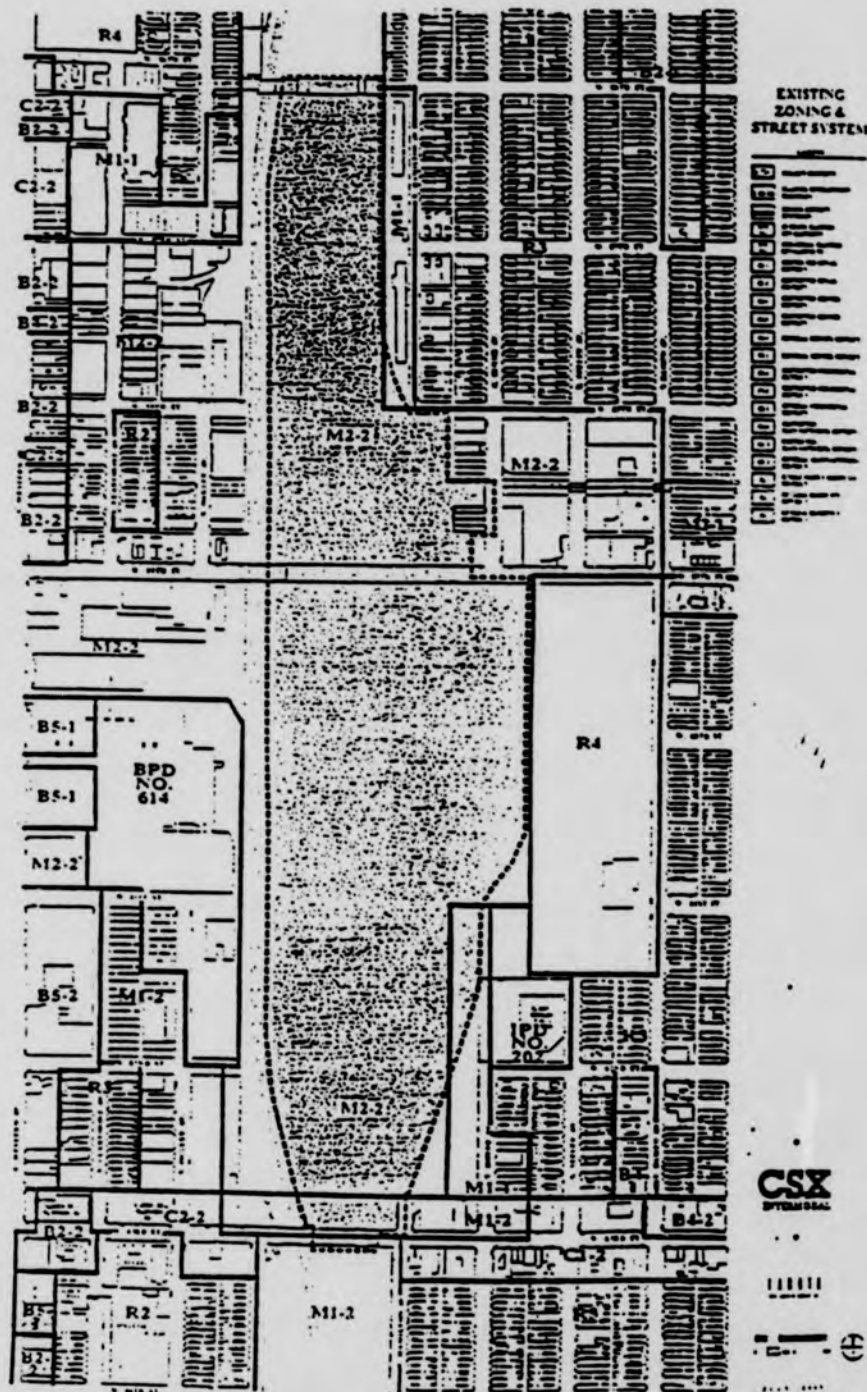
The Commissioner of Planning and Development is hereby authorized to accept payment of the above-mentioned contribution and to enter into and execute a contract between the Applicant and the City of Chicago, subject to approval by the Corporation Counsel, which will specify how the payments are to be made.

13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
14. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within five (5) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, or if CSX elects to terminate the Neighborhood Investment Fund Agreement, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first (1st) day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to M1-1 and M1-2 Restricted Manufacturing Districts and M2-2 General Manufacturing District as depicted on the Existing Zoning and Street System Map.

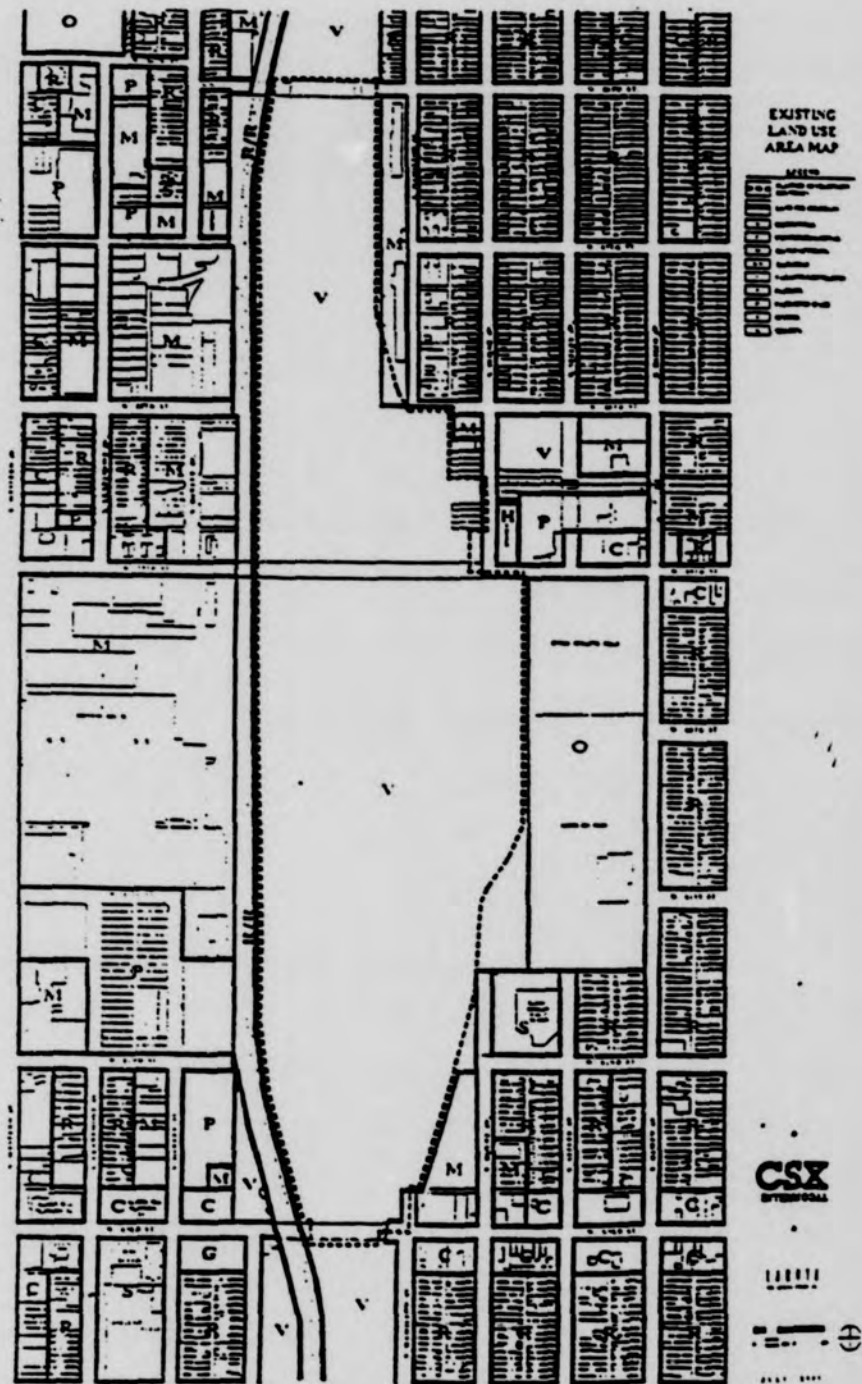
[Existing Zoning and Street System Map; Existing Land-Use Area Map; Site Plan; Landscape Plan; Property Line and Right-of-Way Adjustment Map; Gateway Intersection Drawings; Elevation Canopy Drawings; and Elevation Gateway/Administration Building Drawings referred to in these Plan of Development Statements printed on pages 59316 through 59323 of this Journal.]

(Continued on page 59324)

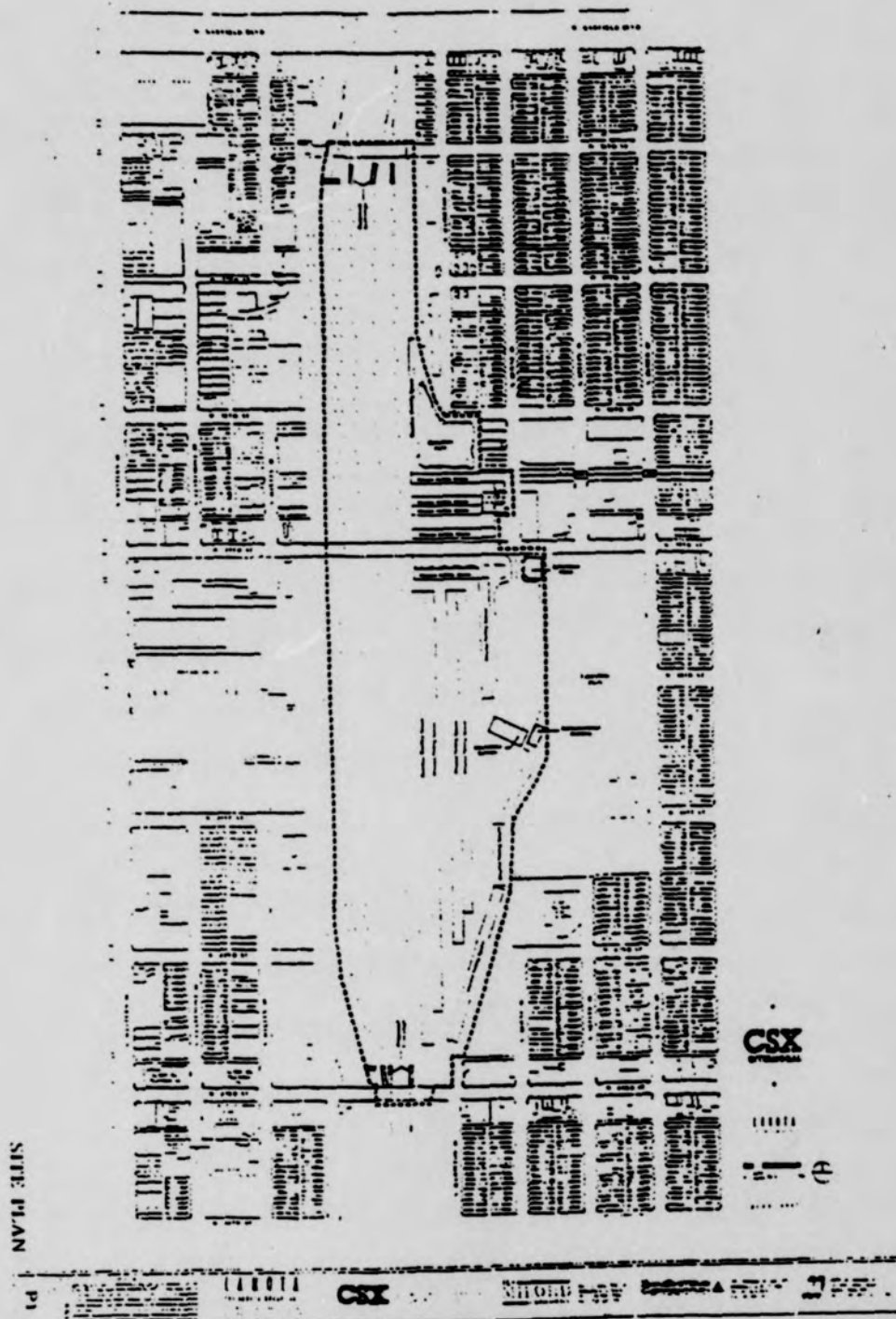
Existing Zoning And Street System Map.



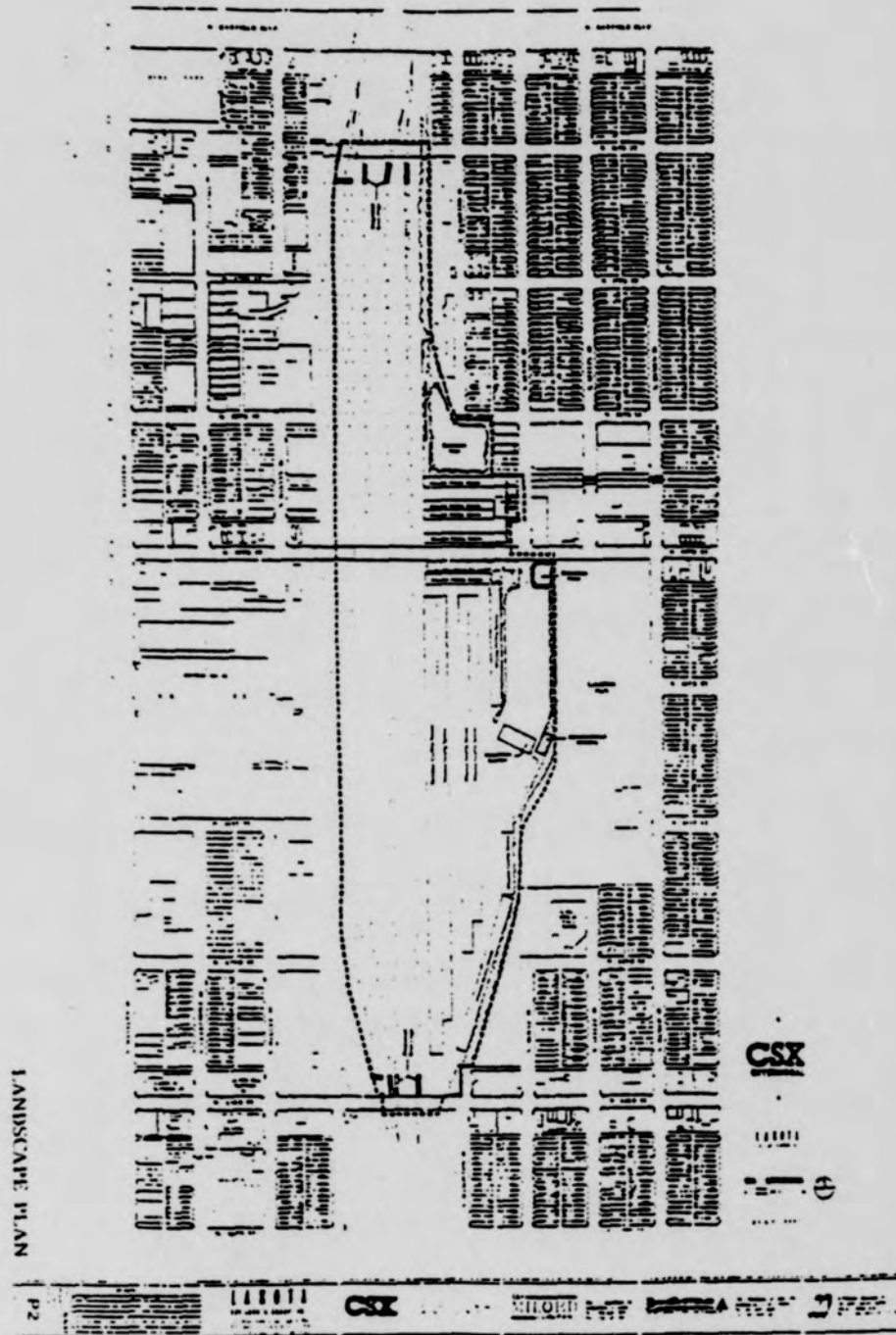
Existing Land-Use Area Map.



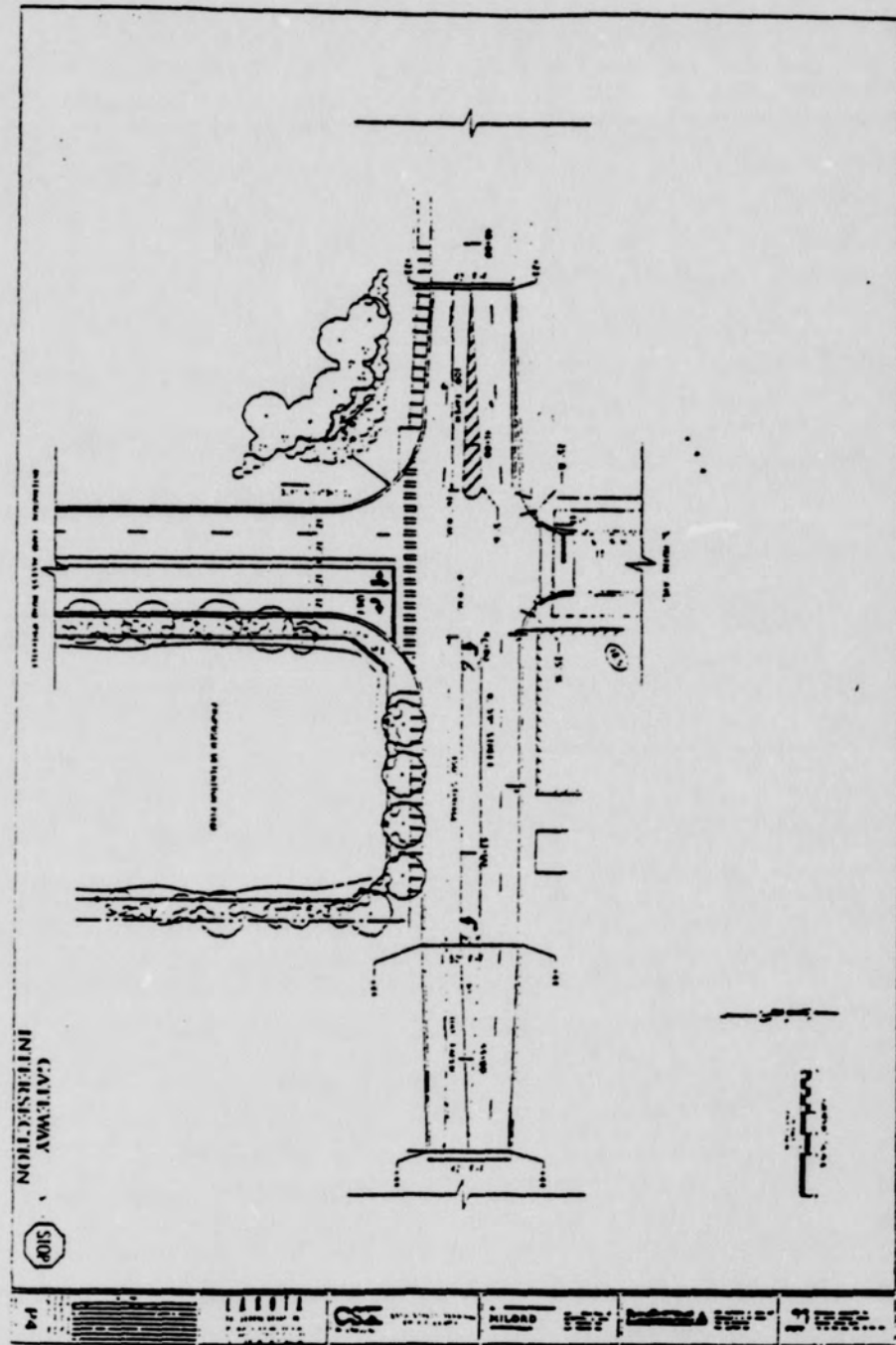
Site Plan.



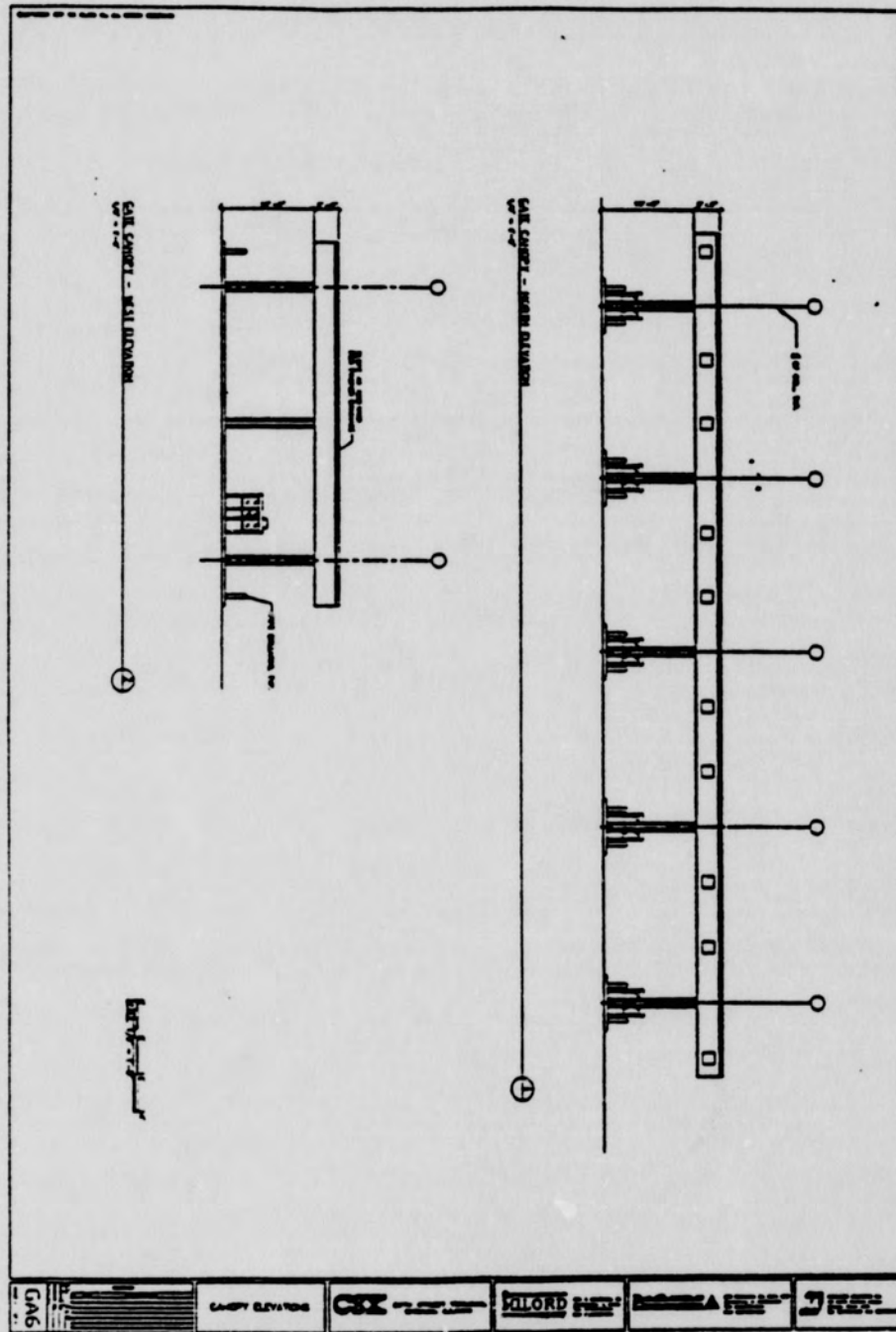
Landscape Plan.



Gateway Intersection.



Elevation Canopy.



(Continued from page 59315)

Bulk regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Manufacturing Planned Development.

Bulk Regulations And Data Table.

1. Net Site Area: 3,644,539.7 square feet/approximately 83.67 acres.
2. Gross Site Area: 3,673,764.2 square feet; approximately cres (Gross Site
3. Uses : As set forth in Statement Number 5.
4. Maximum Floor Area Ratio: 0.2.
5. Minimum Number of Off-Street Parking Spaces: 35.
6. Minimum Number of Off-Street Loading Spaces: 0.
7. Maximum Building Height: 25 feet, measured as the vertical distance from finished lot grade level, at the building side at which such grade level is highest, to the highest point of the underside of the ceiling beams in the case of a flat roof; to the deck line of a mansard roof, and to the eaves of a gable, hip or gambrel roof.

*Reclassification Of Area Shown On Map Number 14-K.
(Application Number A-3792)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 14-K in area bounded by:

Term: Not to exceed 15 years.

City's Interest Rate: 3% per annum.

Collateral: First mortgage and assignment of rents and leases on property located at 3429 West 47th Street, Chicago, Illinois (the "Property"); first assignment of beneficial interest in land trust holding title to the Property; first mortgage on vacant lot adjacent to the Property; second mortgage on property located at 8526 South Cottage Grove Avenue, Chicago, Illinois; corporate guaranty of Aronson Furniture Company.

Purpose: To provide financial assistance for the acquisition of an existing 100,000 square foot facility located at 3429 West 47th Street, Chicago, Illinois, with such facility to be used as a warehouse for the furniture, appliances and home electronics of Aronson Furniture Company.

Job Creation: 66 new, permanent job opportunities, at least 34 of which will be available to low- and moderate-income persons residing in the City.

AUTHORIZATION FOR EXECUTION OF NEIGHBORHOOD
INVESTMENT FUND AGREEMENT WITH
CSX INTERMODAL, INC.

The Committee on Finance submitted the following report:

CHICAGO, November 19, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into a Neighborhood Investment Fund Agreement between the City and CSX Intermodal, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, About July 28, 1997 CSX Intermodal, Inc. ("CSX") submitted to the City of Chicago an application for an amendment to the Zoning Ordinance. CSX seeks a manufacturing planned development for the purpose of developing and building a truck/train intermodal facility ("Facility") on property CSX controls lying generally within the City's 60th and Western Redevelopment Area ("Redevelopment Area") established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq.; and

WHEREAS, While the Facility is expected to produce economic benefits for the City as a whole, by its nature it may produce fewer job opportunities or other tangible benefits in the Redevelopment Area and surrounding

communities than contemplated in the City's redevelopment plan for the area; and

WHEREAS, In connection with its proposed Facility, CSX proposes to furnish certain funds, to be administered by the City, to foster further economic development around its proposed Facility in the Redevelopment Area and surrounding communities bounded by South Racine and South California Avenues, 55th and 64th Streets; and

WHEREAS, The City desires to accept these funds and to use them for that purpose in the area proposed; now, therefore,

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

SECTION 1. The Commissioner of Planning is authorized to execute a neighborhood investment fund agreement between the City of Chicago and CSX Intermodal, Inc. in substantially the form attached as Exhibit A.

SECTION 2. Any funds received pursuant to the neighborhood investment fund agreement are to be deposited into a special fund of the City of Chicago created by the City Comptroller. All such funds are hereby appropriated and authorized to be spent for purposes of eligible redevelopment project costs under the Tax Increment Allocation Redevelopment Act, in the area bounded by Racine Avenue on the east, California Avenue on the west, 55th Street on the north and 64th Street on the south.

SECTION 3. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

This Agreement is made this _____ day of _____, 1997, by and between CSX Intermodal, Inc. ("CSX"), a Delaware corporation, and the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City") in Chicago, Illinois.

Background.

CSX desires to develop and construct a truck/train intermodal facility as further defined and depicted on (Sub)Exhibit A, attached to and incorporated in this Agreement ("Facility") to be located approximately

between Garfield Boulevard and 71st Street and Oakley Avenue and Hoyne Avenue. The proposed Facility, for which use CSX has requested a change in the City's zoning in the form of a planned development ("P.D."), will occupy a large proportion of the City's existing 60th and Western Redevelopment Project Area ("Redevelopment Project").

The City recognizes certain economic benefits may flow to the City once the Facility is operating, but CSX recognizes that the Facility, by its nature, may produce fewer tangible benefits, including job opportunities for residents of the surrounding area bounded generally by Racine Avenue, California Avenue, 55th Street and 64th Street (the "Impact Area") than envisioned by the City under other potential uses proposed for the Redevelopment Project. CSX and the City desire to promote the economic development of the Impact Area, and to that end, CSX is prepared to make certain payments ("Neighborhood Investment Funds") to promote and foster that economic development.

Therefore, CSX and the City agree as follows:

1. Incorporation Of Terms. The foregoing background information is incorporated by reference as if set forth fully here.

2. Payment Of Neighborhood Investment Funds.

2.1

Upon the effective date of the P.D. and concurrently with the City's signing of this Agreement, CSX will tender into escrow ("Escrow") with a bank or other institution mutually acceptable to CSX and the Commissioner of Planning and Development ("Escrow Agent") the sum of One Million Dollars (\$1,000,000) ("Initial Payment"). Under an agreement with the Escrow Agent, the Escrow Agent will be empowered to act on the certifications and events specified in this paragraph. Following a ground breaking ceremony for the Facility held by CSX ("Ground Breaking") or on January 30, 1998, whichever occurs earlier, the City may direct the Escrow Agent to release the Initial Payment to the City; if Ground Breaking occurs first, the City must certify to the Escrow Agent (with a copy to CSX) that Ground Breaking has occurred. The Initial Payment is to be applied by the City to foster economic development in the Impact Area. At any time prior to January 30, 1998, unless Ground Breaking has already occurred, CSX may direct the Escrow Agent to return the Initial Payment to CSX by submitting a certification to the Escrow Agent (with a copy to the City) stating that Ground Breaking has not occurred and that it is electing to terminate this Agreement with the City. If CSX makes an election to terminate this Agreement under this subparagraph 2.1, CSX will have no monetary obligation whatsoever to the City under this Agreement.

2.2

For nineteen (19) years beginning at the end of the first full calendar year after the date the P.D. is approved, CSX will annually tender to the City an amount equal to One and no/100 Dollars (\$1.00) for each truck (defined below) that enters and One and no/100 Dollars (\$1.00) for each truck that leaves the Facility during the calendar year just completed, or Three Hundred Thousand Dollars (\$300,000), whichever amount is greater ("Annual Payment"). Each year after the year for which the 19th Annual Payment is required to be paid, CSX will tender the One and no/100 Dollars (\$1.00) per truck Annual Payments referred to above without being subject to the Three Hundred Thousand Dollars (\$300,000) minimum. CSX will make its Annual Payment no later than thirty (30) days after the expiration of the calendar year for which payment is being made. CSX will include with its Annual Payments a statement of the number of truck entries and exits for the calendar year being reported and paid.

2.3

For purposes of this Agreement, a truck means a tractor and loaded revenue container or trailer combined; tandem or other multiple loaded revenue trailers or containers count as two (2) or more trucks, depending upon the multiple.

2.4

CSX intends the Initial Payment and the Annual Payments tendered under this Agreement be expended by the City to foster economic development in the Impact Area, as reasonably determined by the Commissioner of Planning and Development or the head of any successor department. The obligation for CSX to make the Annual Payments is intended to continue as long as this Agreement is in effect.

3. Adverse Changes In Real Property Tax Laws. If the applicable tax laws or methodology of applying them to the Facility as railroad property changes in a way that results in an increase in the real property taxes payable with respect to the Facility, payments by CSX under this Agreement will be reduced by an amount equal to the portion of any such increase accruing to the City during the corresponding applicable period of time. This provision, however, does not apply to any increases in the real property taxes payable as a consequence of any increases in the assessed valuation or tax rates, provided the tax laws and methodology of applying them to the Facility as railroad property has not changed.

4. CSX Right To Terminate. CSX may terminate this Agreement at any time. If CSX elects to terminate this Agreement after January 30, 1998 or Ground Breaking, whichever occurs earlier, pursuant to this paragraph 4, CSX shall pay the City One Hundred Fifty Thousand Dollars (\$150,000) ("Termination Payment") reflecting one-half ($\frac{1}{2}$) the minimum Annual Payment. With the exception of any payments owed by CSX to the City pursuant to subparagraph 6.1, CSX will not be obligated to pay the City any additional monies other than the Termination Payment.

5. Enforceability. If CSX, its affiliates, tenants, licensees, buyers, transferees, assignees, or successors in interest, or its or their contracted operators (all of the foregoing individually and collectively "Operator") files a suit seeking judicial invalidation of this Agreement or if this Agreement is judicially determined to be invalid, the filing of such suit or determination has the same effect as an election by an Operator to terminate this Agreement under paragraph 4.

6. Accrued Payments.

6.1

Except, as provided in paragraph 12 below, CSX remains responsible for all amounts, including those that may be found to be due pursuant to paragraph 8, accrued and unpaid under this Agreement before the date of any termination under paragraph 4 or this paragraph 6.

6.2

In the event of termination or expiry after January 30, 1998 or Ground Breaking, whichever occurs earlier, under paragraph 4 or 6, all payments which have accrued prior to such termination or expiry shall accelerate and become due and payable within thirty (30) days. If the Operator does not make one (1) or more payments contemplated under this Agreement within thirty (30) business days following notice of arrearage by the City, the failure or refusal to do so will, unless disputed by the Operator, operate as an elective termination of the Agreement by CSX within the meaning of paragraph 14, of the P.D. Plan of Development, which results in the expiration of the P.D. by its terms, without relieving the Operator of its obligation to make payments of amounts previously accrued. If the Operator and the City are in dispute regarding the amount of any Annual Payment, failure by the Operator to make such Annual Payment will not constitute an election to terminate this Agreement unless the Operator does not promptly remit any amounts adjudged by a court of competent jurisdiction or agreed to be owed to the City.

7. Records. CSX will maintain, or cause any other Operator to maintain, complete and adequate records of truck entries and exits for the three (3) year calendar years most recently concluded so that the City can ascertain through audit whether CSX has made the payments contemplated under this Agreement.

8. Audit.

8.1

Upon four (4) calendar days written notice to CSX, the City has the right, limited except as provided otherwise below, to once in any calendar year to audit the books and records of the Operator, relating to the number of trucks entering and leaving the Facility ("Audit") during the previous calendar year. If the City does not perform an Audit for a particular calendar year, the City's next Audit may, at the City's option, also include such previously unaudited calendar year. If the City does not perform an Audit for two (2) consecutive calendar years, the City's next Audit may, at the City's option, also include the two (2) previous calendar years not previously audited. Audits will be conducted between the hours of 8:00 A.M. and 5:00 P.M. central standard time unless otherwise mutually agreed by the Operator and the City. The City has the right to perform Audits with its own forces or by an outside auditor selected by the City. The City will pay all costs for any Audit, and if the Audit was performed by an outside auditor, CSX will reimburse the City for half the reasonable costs of the Audit within thirty (30) calendar days following invoice from the City. If, however, any Audit discloses that the Operator has understated the combined number of truck entries to and exits from the Facility in connection with the payments required under subparagraph 2.2 above by seven percent (7%) or more, CSX will reimburse the City for all the reasonable costs of the Audit within thirty (30) calendar days following invoice from the City.

8.2

If the Operator misstates by five percent (5%) or more the combined number of truck entries to and exits from the Facility, or fails to maintain complete and adequate records for Audit purposes, as required in paragraph 7 (individually and collectively a "Record Error"), the City may, at its option, perform an Audit once every calendar quarter for the balance of the year following the date of the Audit disclosing the Record Error. If one (1) or more Audits disclose that no Record Error has occurred for a full calendar year, the City is no longer permitted to perform quarterly Audits unless and until a later Audit reveals a new Record Error or unless the City can show evidence of fraud. The City

will bear the full cost of any Audit over one (1) per calendar year unless (i) the Audit discloses that the Operator has misstated the combined number of truck entries to and exits from the Facility in connection with the payments required under subparagraph 2.2 above by seven percent (7%) or more, or unless (ii) the state of the Operator's records or lack of records make it unreasonably difficult through Audit to achieve a reasonably accurate determination of the amount of payments required. In either such case, CSX will bear the full cost of any Audit(s).

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between CSX and the City with respect to the matters addressed in it. This Agreement supersedes and replaces all prior written or oral proposals, and all negotiations and agreements, whether express or implied. This Agreement may only be modified or amended by a written document signed by properly authorized individuals on behalf of CSX and the City.

10. Notices. Any notice required to be made under this Agreement must be sent by first class mail with sufficient postage affixed, by courier, or delivered in person to the individuals identified below, as follows:

If To The City, At:

Department of Planning and
Development
City Hall, Room 1101
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To CSX, At:

CSX Intermodal, Inc.
7000 West 71st Street
Bedford Park, Illinois 60638
Attention: Michael A. Dougherty

With Copies To:

General Counsel
CSX Intermodal, Inc.
301 West Bay Street
Jacksonville, Florida 32202-4434

Either party may modify its notice address by written notice to the other party.

11. Governing Law. This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If any action is brought by either party against the other concerning this Agreement, it must do so only in those courts located within Cook County, Illinois.

12. Successors And Assigns. This Agreement shall be binding on, and shall inure to the benefit of CSX and its successors and assigns. If CSX transfers its interests in the Facility, the transferee will assume the rights and obligations of CSX contained in this Agreement, and CSX will be relieved of all such obligations as of the date of such transfer.

Signed by their duly authorized officers, all as of the date set forth above:

CSX Intermodal, Inc.

By: _____

Name: _____

Its: _____

Attest:

By: _____

Its: _____

City of Chicago

By: _____

Name: _____

Its: _____

[(Sub)Exhibit "A" referred to in this Neighborhood
Investment Fund Agreement printed on
pages 57772 through 57775
of this Journal.]

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE
EXEMPTIONS AND CANCELLATION OF WATER RATES FOR
CERTAIN CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, November 19, 1997.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred July 2, 30, October 1 and November 12, 1997, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 57776)

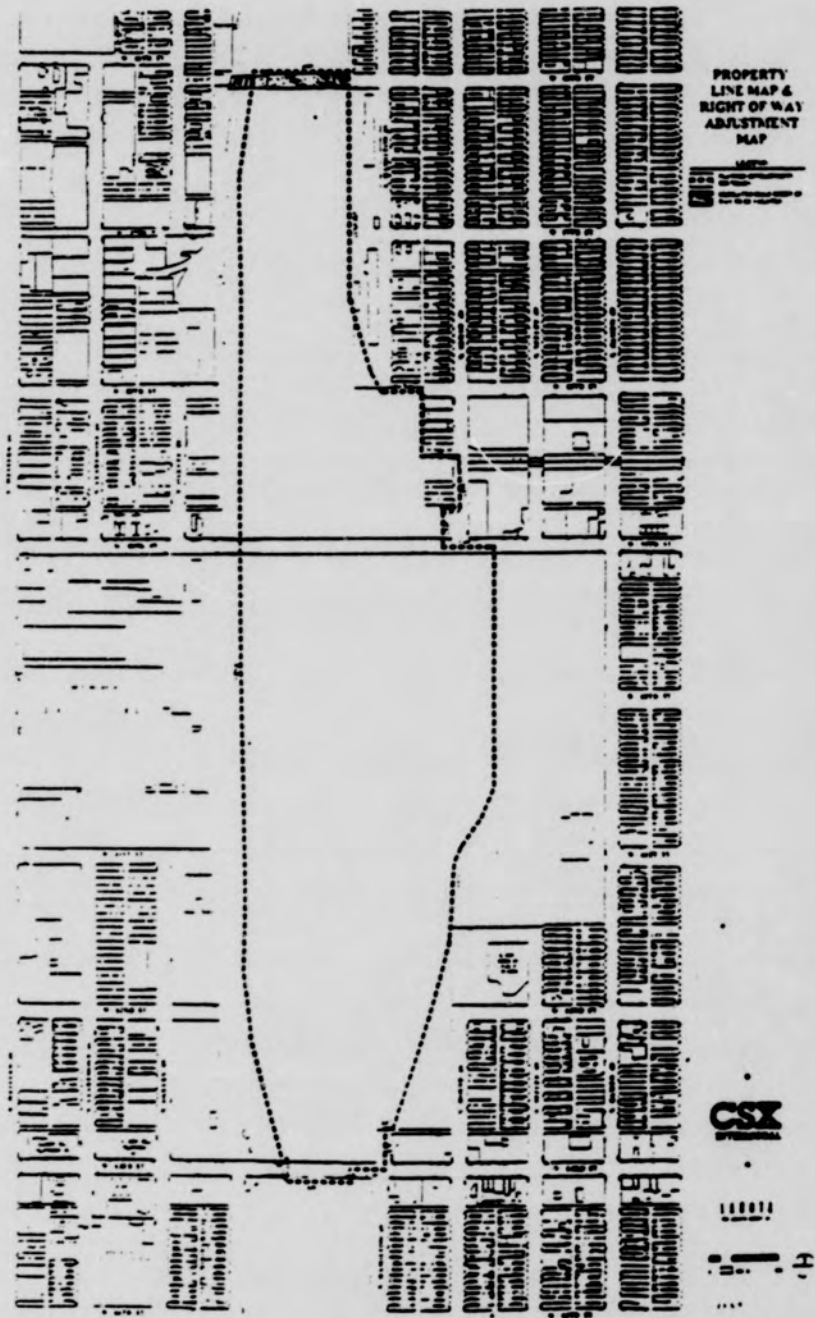
*Exhibit "A".**Property Line Map And Right-Of-Way Map.
(Page 1 of 4)*

Exhibit "A".

Existing Land-Use Area Map.
(Page 2 of 4)

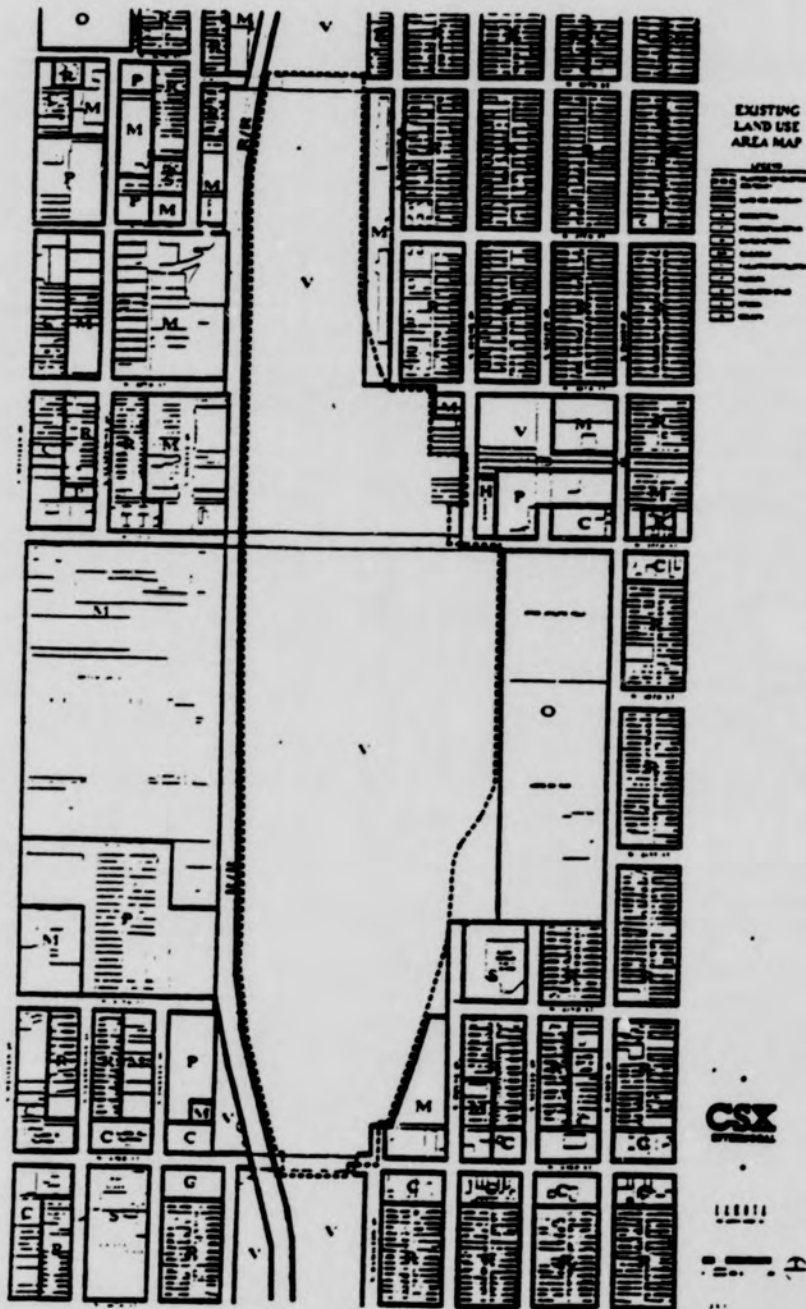


Exhibit "A".

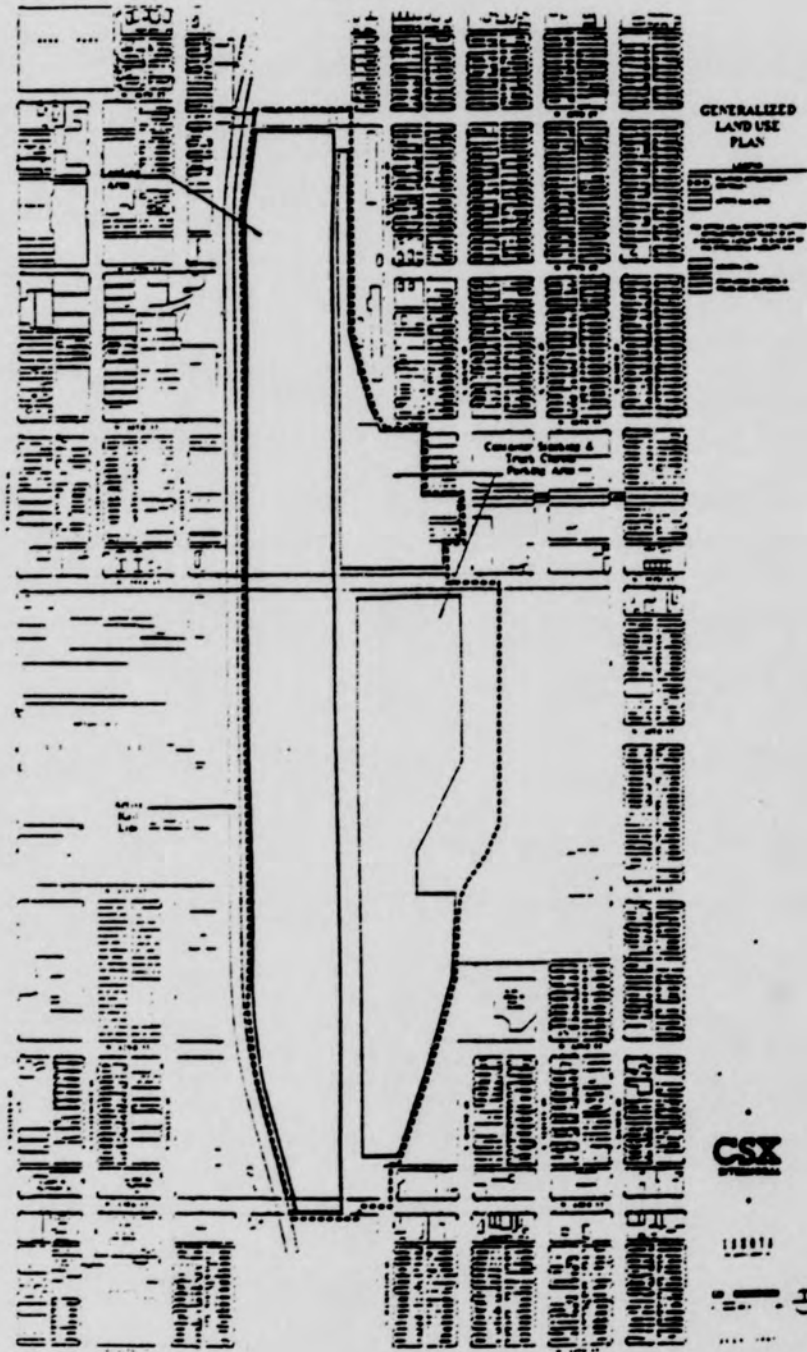
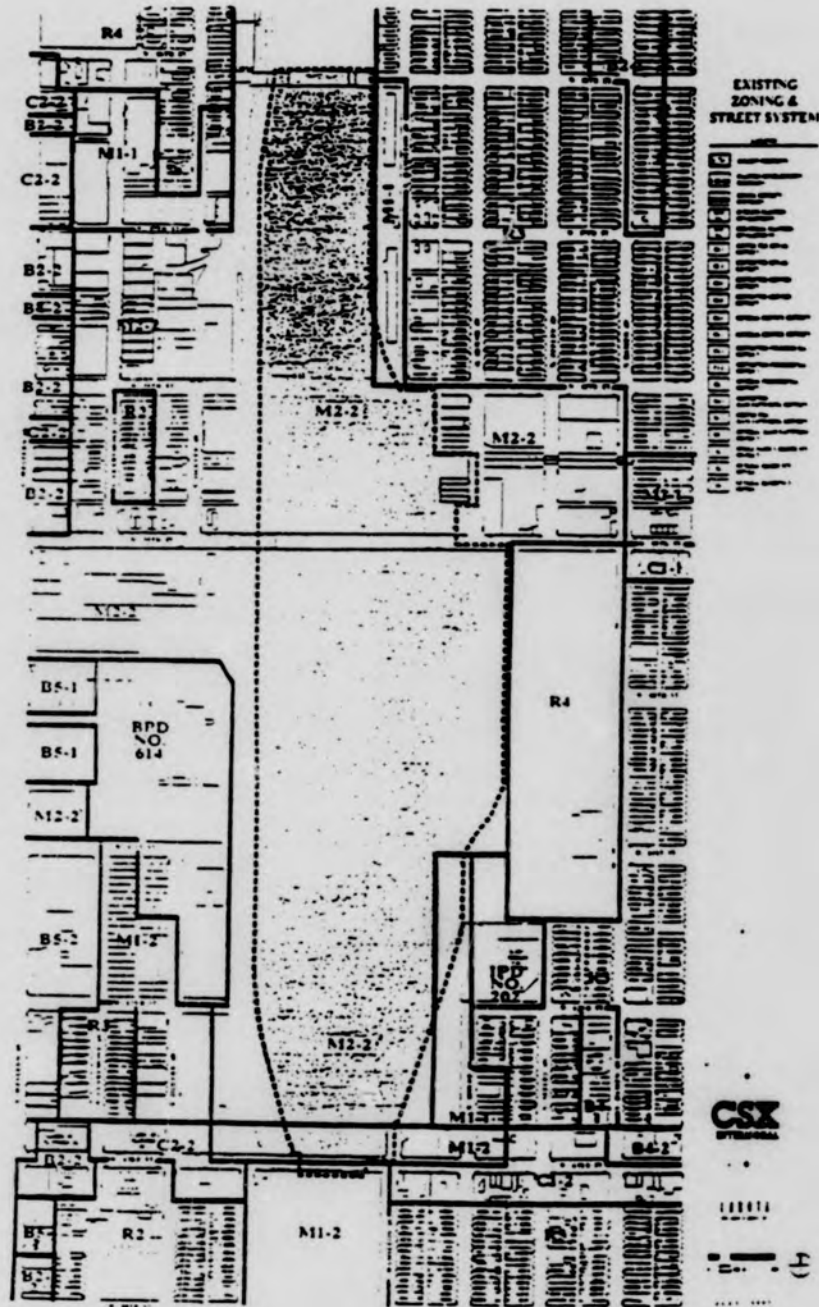
Generalized Land-Use Plan.
(Page 3 of 4)

Exhibit "A".

Existing Zoning And Street System Map.
(Page 4 of 4)

(Continued from page 57771)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

All Saints Orthodox Church.

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

SECTION 1. That the Commissioners of Buildings, Transportation, Streets and Sanitation, Water, Sewer and Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to All Saints Orthodox Church for erection of inside walls and adding new electrical and plumbing services on the premises known as 4129 West Newport Avenue. Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Term: Not to exceed 15 years.

City's Interest Rate: 3% per annum.

Collateral: First mortgage and assignment of rents and leases on property located at 3429 West 47th Street, Chicago, Illinois (the "Property"); first assignment of beneficial interest in land trust holding title to the Property; first mortgage on vacant lot adjacent to the Property; second mortgage on property located at 8526 South Cottage Grove Avenue, Chicago, Illinois; corporate guaranty of Aronson Furniture Company.

Purpose: To provide financial assistance for the acquisition of an existing 100,000 square foot facility located at 3429 West 47th Street, Chicago, Illinois, with such facility to be used as a warehouse for the furniture, appliances and home electronics of Aronson Furniture Company.

Job Creation: 66 new, permanent job opportunities, at least 34 of which will be available to low- and moderate-income persons residing in the City.

AUTHORIZATION FOR EXECUTION OF NEIGHBORHOOD
INVESTMENT FUND AGREEMENT WITH
CSX INTERMODAL, INC.

The Committee on Finance submitted the following report:

CHICAGO, November 19, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into a Neighborhood Investment Fund Agreement between the City and CSX Intermodal, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, About July 28, 1997 CSX Intermodal, Inc. ("CSX") submitted to the City of Chicago an application for an amendment to the Zoning Ordinance. CSX seeks a manufacturing planned development for the purpose of developing and building a truck/train intermodal facility ("Facility") on property CSX controls lying generally within the City's 60th and Western Redevelopment Area ("Redevelopment Area") established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq.; and

WHEREAS, While the Facility is expected to produce economic benefits for the City as a whole, by its nature it may produce fewer job opportunities or other tangible benefits in the Redevelopment Area and surrounding

communities than contemplated in the City's redevelopment plan for the area; and

WHEREAS, In connection with its proposed Facility, CSX proposes to furnish certain funds, to be administered by the City, to foster further economic development around its proposed Facility in the Redevelopment Area and surrounding communities bounded by South Racine and South California Avenues, 55th and 64th Streets; and

WHEREAS, The City desires to accept these funds and to use them for that purpose in the area proposed; now, therefore,

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

SECTION 1. The Commissioner of Planning is authorized to execute a neighborhood investment fund agreement between the City of Chicago and CSX Intermodal, Inc. in substantially the form attached as Exhibit A.

SECTION 2. Any funds received pursuant to the neighborhood investment fund agreement are to be deposited into a special fund of the City of Chicago created by the City Comptroller. All such funds are hereby appropriated and authorized to be spent for purposes of eligible redevelopment project costs under the Tax Increment Allocation Redevelopment Act, in the area bounded by Racine Avenue on the east, California Avenue on the west, 55th Street on the north and 64th Street on the south.

SECTION 3. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

This Agreement is made this _____ day of _____, 1997, by and between CSX Intermodal, Inc. ("CSX"), a Delaware corporation, and the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City") in Chicago, Illinois.

Background.

CSX desires to develop and construct a truck/train intermodal facility as further defined and depicted on (Sub)Exhibit A, attached to and incorporated in this Agreement ("Facility") to be located approximately

between Garfield Boulevard and 71st Street and Oakley Avenue and Hoyne Avenue. The proposed Facility, for which use CSX has requested a change in the City's zoning in the form of a planned development ("P.D."), will occupy a large proportion of the City's existing 60th and Western Redevelopment Project Area ("Redevelopment Project").

The City recognizes certain economic benefits may flow to the City once the Facility is operating, but CSX recognizes that the Facility, by its nature, may produce fewer tangible benefits, including job opportunities for residents of the surrounding area bounded generally by Racine Avenue, California Avenue, 55th Street and 64th Street (the "Impact Area") than envisioned by the City under other potential uses proposed for the Redevelopment Project. CSX and the City desire to promote the economic development of the Impact Area, and to that end, CSX is prepared to make certain payments ("Neighborhood Investment Funds") to promote and foster that economic development.

Therefore, CSX and the City agree as follows:

1. Incorporation Of Terms. The foregoing background information is incorporated by reference as if set forth fully here.

2. Payment Of Neighborhood Investment Funds.

- 2.1

Upon the effective date of the P.D. and concurrently with the City's signing of this Agreement, CSX will tender into escrow ("Escrow") with a bank or other institution mutually acceptable to CSX and the Commissioner of Planning and Development ("Escrow Agent") the sum of One Million Dollars (\$1,000,000) ("Initial Payment"). Under an agreement with the Escrow Agent, the Escrow Agent will be empowered to act on the certifications and events specified in this paragraph. Following a ground breaking ceremony for the Facility held by CSX ("Ground Breaking") or on January 30, 1998, whichever occurs earlier, the City may direct the Escrow Agent to release the Initial Payment to the City; if Ground Breaking occurs first, the City must certify to the Escrow Agent (with a copy to CSX) that Ground Breaking has occurred. The Initial Payment is to be applied by the City to foster economic development in the Impact Area. At any time prior to January 30, 1998, unless Ground Breaking has already occurred, CSX may direct the Escrow Agent to return the Initial Payment to CSX by submitting a certification to the Escrow Agent (with a copy to the City) stating that Ground Breaking has not occurred and that it is electing to terminate this Agreement with the City. If CSX makes an election to terminate this Agreement under this subparagraph 2.1, CSX will have no monetary obligation whatsoever to the City under this Agreement.

2.2

For nineteen (19) years beginning at the end of the first full calendar year after the date the P.D. is approved, CSX will annually tender to the City an amount equal to One and no/100 Dollars (\$1.00) for each truck (defined below) that enters and One and no/100 Dollars (\$1.00) for each truck that leaves the Facility during the calendar year just completed, or Three Hundred Thousand Dollars (\$300,000), whichever amount is greater ("Annual Payment"). Each year after the year for which the 19th Annual Payment is required to be paid, CSX will tender the One and no/100 Dollars (\$1.00) per truck Annual Payments referred to above without being subject to the Three Hundred Thousand Dollars (\$300,000) minimum. CSX will make its Annual Payment no later than thirty (30) days after the expiration of the calendar year for which payment is being made. CSX will include with its Annual Payments a statement of the number of truck entries and exits for the calendar year being reported and paid.

2.3

For purposes of this Agreement, a truck means a tractor and loaded revenue container or trailer combined; tandem or other multiple loaded revenue trailers or containers count as two (2) or more trucks, depending upon the multiple.

2.4

CSX intends the Initial Payment and the Annual Payments tendered under this Agreement be expended by the City to foster economic development in the Impact Area, as reasonably determined by the Commissioner of Planning and Development or the head of any successor department. The obligation for CSX to make the Annual Payments is intended to continue as long as this Agreement is in effect.

3. Adverse Changes In Real Property Tax Laws. If the applicable tax laws or methodology of applying them to the Facility as railroad property changes in a way that results in an increase in the real property taxes payable with respect to the Facility, payments by CSX under this Agreement will be reduced by an amount equal to the portion of any such increase accruing to the City during the corresponding applicable period of time. This provision, however, does not apply to any increases in the real property taxes payable as a consequence of any increases in the assessed valuation or tax rates, provided the tax laws and methodology of applying them to the Facility as railroad property has not changed.

4. CSX Right To Terminate. CSX may terminate this Agreement at any time. If CSX elects to terminate this Agreement after January 30, 1998 or Ground Breaking, whichever occurs earlier, pursuant to this paragraph 4, CSX shall pay the City One Hundred Fifty Thousand Dollars (\$150,000) ("Termination Payment") reflecting one-half ($\frac{1}{2}$) the minimum Annual Payment. With the exception of any payments owed by CSX to the City pursuant to subparagraph 6.1, CSX will not be obligated to pay the City any additional monies other than the Termination Payment.

5. Enforceability. If CSX, its affiliates, tenants, licensees, buyers, transferees, assignees, or successors in interest, or its or their contracted operators (all of the foregoing individually and collectively "Operator") files a suit seeking judicial invalidation of this Agreement or if this Agreement is judicially determined to be invalid, the filing of such suit or determination has the same effect as an election by an Operator to terminate this Agreement under paragraph 4.

6. Accrued Payments.

6.1

Except, as provided in paragraph 12 below, CSX remains responsible for all amounts, including those that may be found to be due pursuant to paragraph 8, accrued and unpaid under this Agreement before the date of any termination under paragraph 4 or this paragraph 6.

6.2

In the event of termination or expiry after January 30, 1998 or Ground Breaking, whichever occurs earlier, under paragraph 4 or 6, all payments which have accrued prior to such termination or expiry shall accelerate and become due and payable within thirty (30) days. If the Operator does not make one (1) or more payments contemplated under this Agreement within thirty (30) business days following notice of arrearage by the City, the failure or refusal to do so will, unless disputed by the Operator, operate as an elective termination of the Agreement by CSX within the meaning of paragraph 14, of the P.D. Plan of Development, which results in the expiration of the P.D. by its terms, without relieving the Operator of its obligation to make payments of amounts previously accrued. If the Operator and the City are in dispute regarding the amount of any Annual Payment, failure by the Operator to make such Annual Payment will not constitute an election to terminate this Agreement unless the Operator does not promptly remit any amounts adjudged by a court of competent jurisdiction or agreed to be owed to the City.

7. Records. CSX will maintain, or cause any other Operator to maintain, complete and adequate records of truck entries and exits for the three (3) year calendar years most recently concluded so that the City can ascertain through audit whether CSX has made the payments contemplated under this Agreement.

8. Audit.

8.1

Upon four (4) calendar days written notice to CSX, the City has the right, limited except as provided otherwise below, to once in any calendar year to audit the books and records of the Operator, relating to the number of trucks entering and leaving the Facility ("Audit") during the previous calendar year. If the City does not perform an Audit for a particular calendar year, the City's next Audit may, at the City's option, also include such previously unaudited calendar year. If the City does not perform an Audit for two (2) consecutive calendar years, the City's next Audit may, at the City's option, also include the two (2) previous calendar years not previously audited. Audits will be conducted between the hours of 8:00 A.M. and 5:00 P.M. central standard time unless otherwise mutually agreed by the Operator and the City. The City has the right to perform Audits with its own forces or by an outside auditor selected by the City. The City will pay all costs for any Audit, and if the Audit was performed by an outside auditor, CSX will reimburse the City for half the reasonable costs of the Audit within thirty (30) calendar days following invoice from the City. If, however, any Audit discloses that the Operator has understated the combined number of truck entries to and exits from the Facility in connection with the payments required under subparagraph 2.2 above by seven percent (7%) or more, CSX will reimburse the City for all the reasonable costs of the Audit within thirty (30) calendar days following invoice from the City.

8.2

If the Operator misstates by five percent (5%) or more the combined number of truck entries to and exits from the Facility, or fails to maintain complete and adequate records for Audit purposes, as required in paragraph 7 (individually and collectively a "Record Error"), the City may, at its option, perform an Audit once every calendar quarter for the balance of the year following the date of the Audit disclosing the Record Error. If one (1) or more Audits disclose that no Record Error has occurred for a full calendar year, the City is no longer permitted to perform quarterly Audits unless and until a later Audit reveals a new Record Error or unless the City can show evidence of fraud. The City

will bear the full cost of any Audit over one (1) per calendar year unless (i) the Audit discloses that the Operator has misstated the combined number of truck entries to and exits from the Facility in connection with the payments required under subparagraph 2.2 above by seven percent (7%) or more, or unless (ii) the state of the Operator's records or lack of records make it unreasonably difficult through Audit to achieve a reasonably accurate determination of the amount of payments required. In either such case, CSX will bear the full cost of any Audit(s).

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between CSX and the City with respect to the matters addressed in it. This Agreement supersedes and replaces all prior written or oral proposals, and all negotiations and agreements, whether express or implied. This Agreement may only be modified or amended by a written document signed by properly authorized individuals on behalf of CSX and the City.

10. Notices. Any notice required to be made under this Agreement must be sent by first class mail with sufficient postage affixed, by courier, or delivered in person to the individuals identified below, as follows:

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Development
City Hall, Room 1101
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To CSX, At:

CSX Intermodal, Inc.
7000 West 71st Street
Bedford Park, Illinois 60638
Attention: Michael A. Dougherty

With Copies To:

General Counsel
CSX Intermodal, Inc.
301 West Bay Street
Jacksonville, Florida 32202-4434

Either party may modify its notice address by written notice to the other party.

11. Governing Law. This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If any action is brought by either party against the other concerning this Agreement, it must do so only in those courts located within Cook County, Illinois.

12. Successors And Assigns. This Agreement shall be binding on, and shall inure to the benefit of CSX and its successors and assigns. If CSX transfers its interests in the Facility, the transferee will assume the rights and obligations of CSX contained in this Agreement, and CSX will be relieved of all such obligations as of the date of such transfer.

Signed by their duly authorized officers, all as of the date set forth above:

CSX Intermodal, Inc.

By: _____

Name: _____

Its: _____

Attest:

By: _____

Its: _____

City of Chicago

By: _____

Name: _____

Its: _____

Term: Not to exceed 15 years.

City's Interest Rate: 3% per annum.

Collateral: First mortgage and assignment of rents and leases on property located at 3429 West 47th Street, Chicago, Illinois (the "Property"); first assignment of beneficial interest in land trust holding title to the Property; first mortgage on vacant lot adjacent to the Property; second mortgage on property located at 8526 South Cottage Grove Avenue, Chicago, Illinois; corporate guaranty of Aronson Furniture Company.

Purpose: To provide financial assistance for the acquisition of an existing 100,000 square foot facility located at 3429 West 47th Street, Chicago, Illinois, with such facility to be used as a warehouse for the furniture, appliances and home electronics of Aronson Furniture Company.

Job Creation: 66 new, permanent job opportunities, at least 34 of which will be available to low- and moderate-income persons residing in the City.

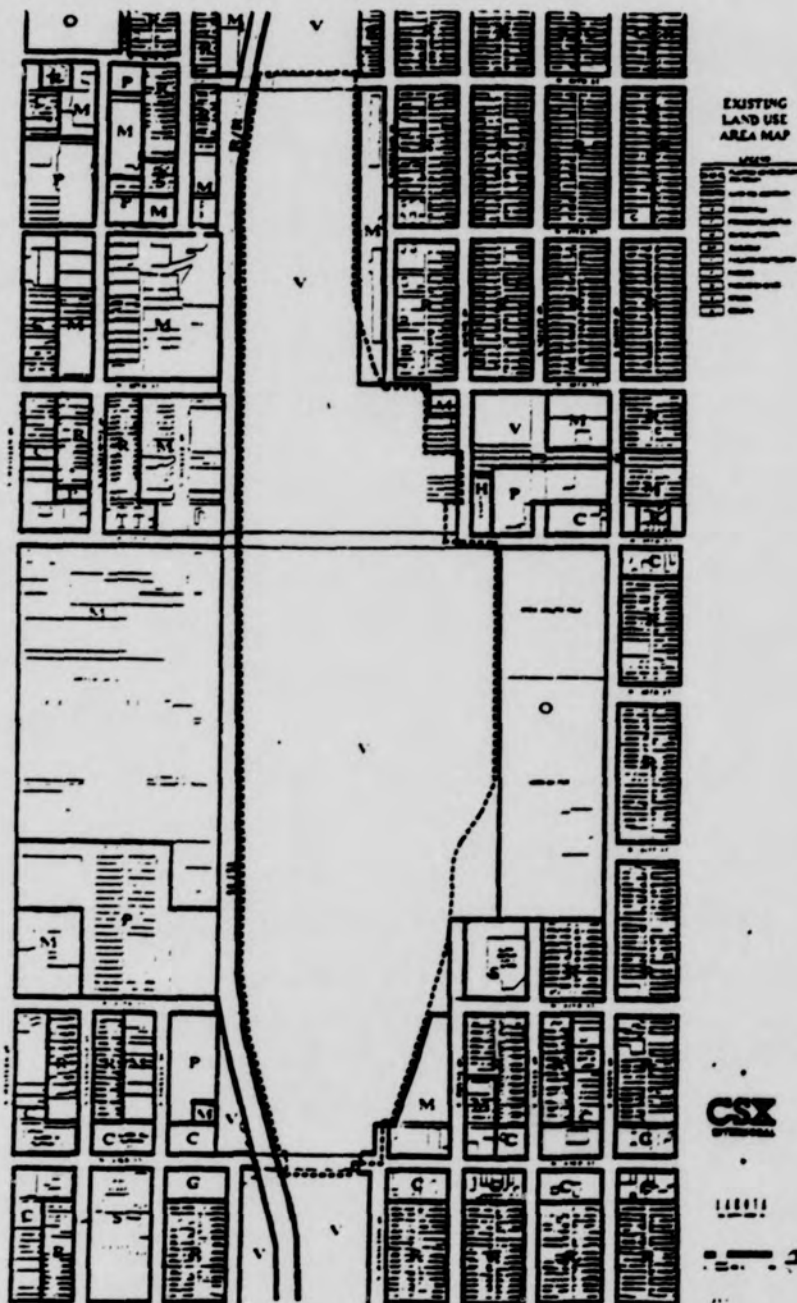
AUTHORIZATION FOR EXECUTION OF NEIGHBORHOOD
INVESTMENT FUND AGREEMENT WITH
CSX INTERMODAL, INC.

The Committee on Finance submitted the following report:

CHICAGO, November 19, 1997.

To the President and Members of the City Council:

Exhibit "A".

Existing Land-Use Area Map.
(Page 2 of 4)

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into a Neighborhood Investment Fund Agreement between the City and CSX Intermodal, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, About July 28, 1997 CSX Intermodal, Inc. ("CSX") submitted to the City of Chicago an application for an amendment to the Zoning Ordinance. CSX seeks a manufacturing planned development for the purpose of developing and building a truck/train intermodal facility ("Facility") on property CSX controls lying generally within the City's 60th and Western Redevelopment Area ("Redevelopment Area") established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq.; and

WHEREAS, While the Facility is expected to produce economic benefits for the City as a whole, by its nature it may produce fewer job opportunities or other tangible benefits in the Redevelopment Area and surrounding

Exhibit "A".

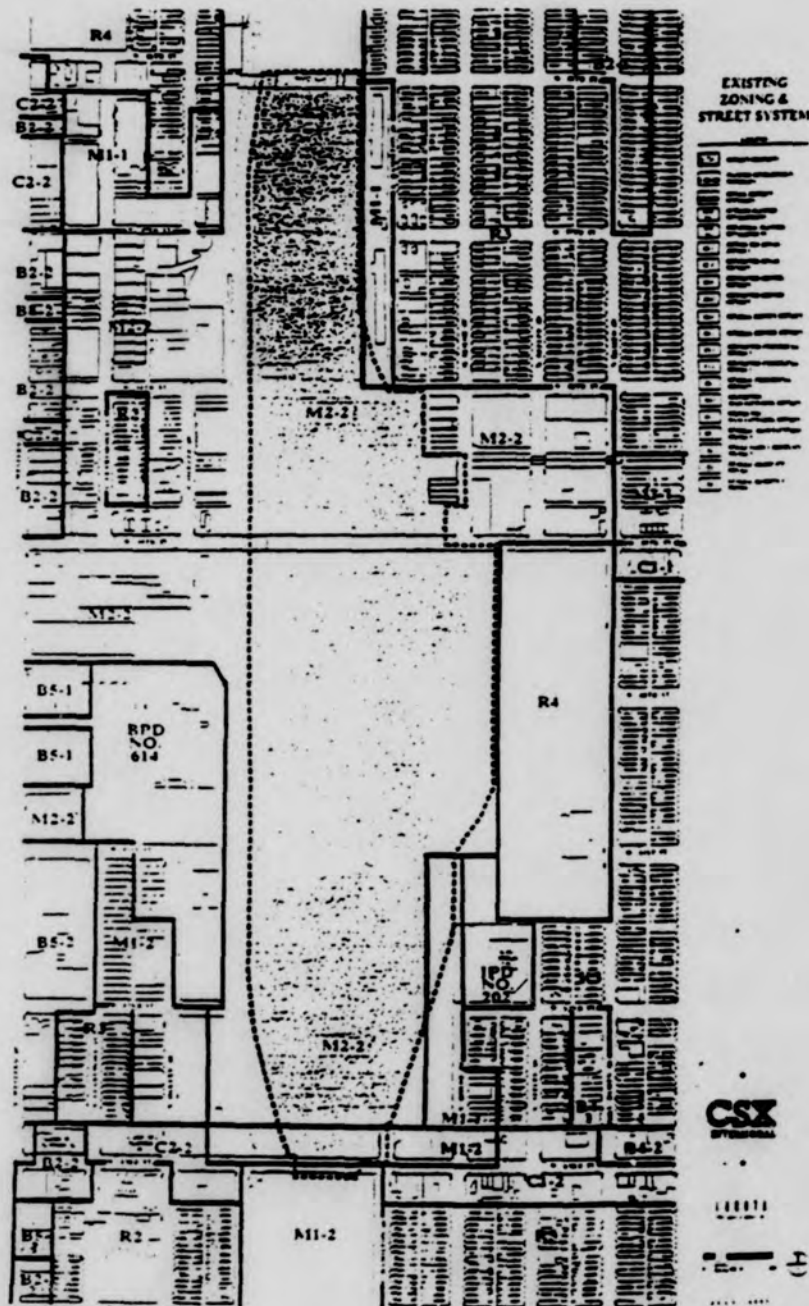
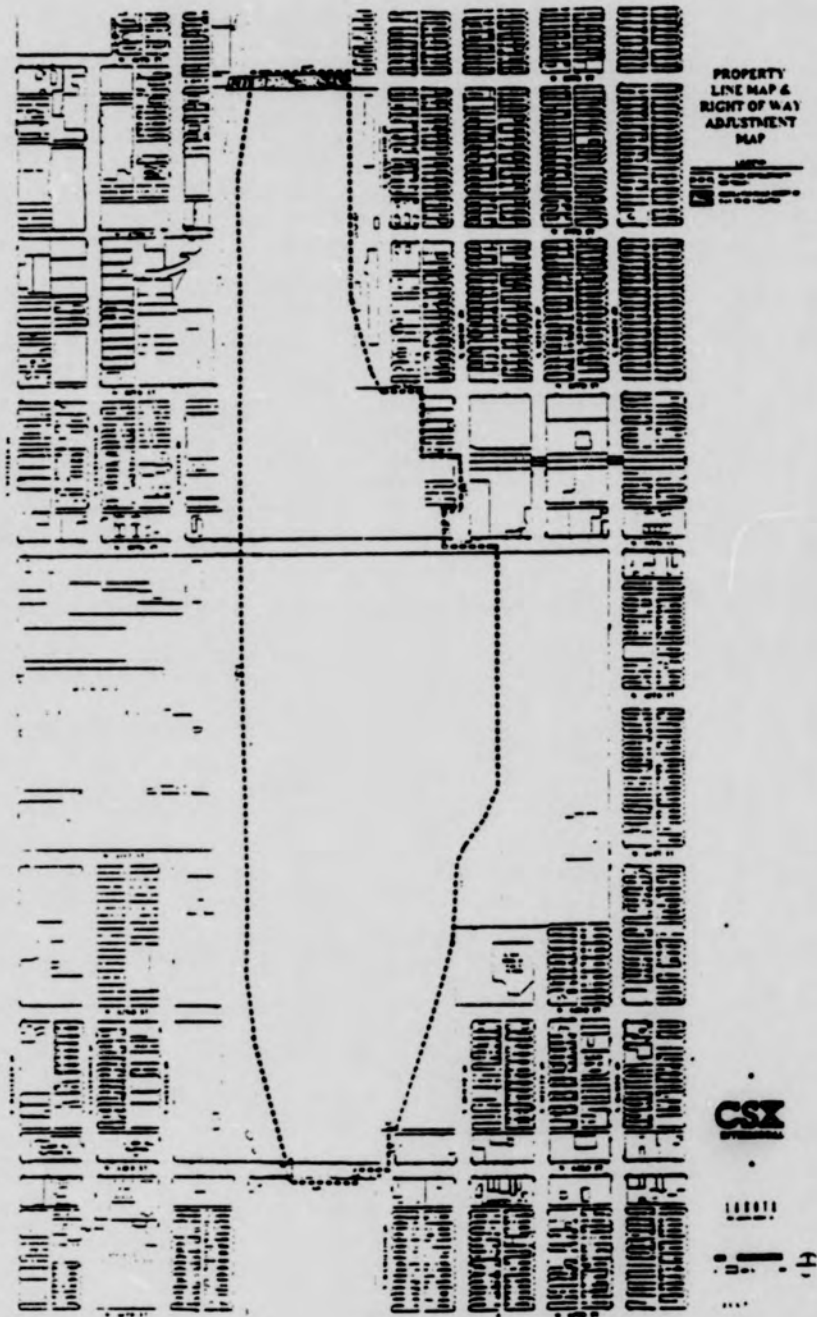
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(Page 4 of 4)

Exhibit "A".

Property Line Map And Right-Of-Way Map.
(Page 1 of 4)

Term: Not to exceed 15 years.

City's Interest Rate: 3% per annum.

Collateral: First mortgage and assignment of rents and leases on property located at 3429 West 47th Street, Chicago, Illinois (the "Property"); first assignment of beneficial interest in land trust holding title to the Property; first mortgage on vacant lot adjacent to the Property; second mortgage on property located at 8526 South Cottage Grove Avenue, Chicago, Illinois; corporate guaranty of Aronson Furniture Company.

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AUTHORIZATION FOR EXECUTION OF NEIGHBORHOOD
INVESTMENT FUND AGREEMENT WITH
CSX INTERMODAL, INC.

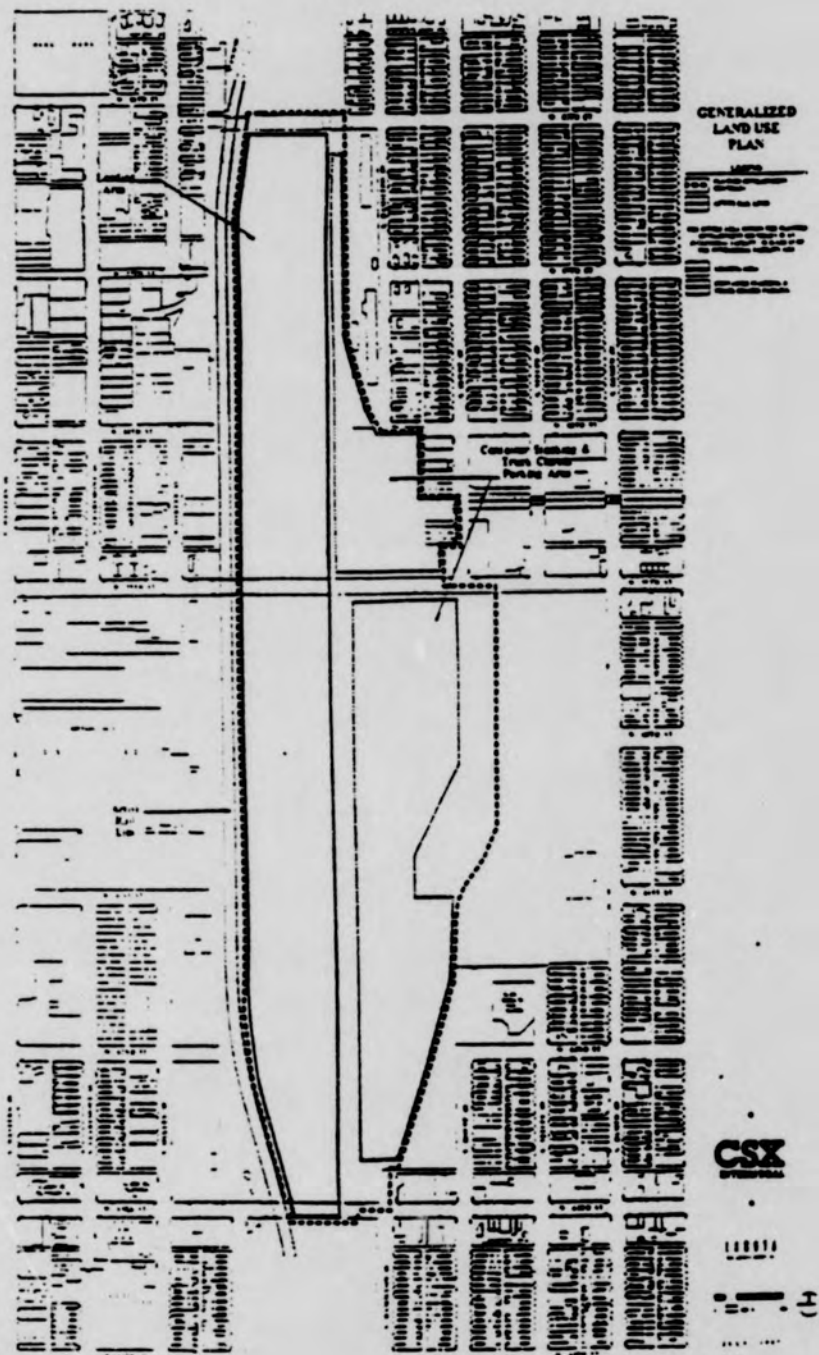
The Committee on Finance submitted the following report:

CHICAGO, November 19, 1997.

To the President and Members of the City Council:

Exhibit "A".

Generalized Land-Use Plan.
(Page 3 of 4)



communities than contemplated in the City's redevelopment plan for the area; and

WHEREAS, In connection with its proposed Facility, CSX proposes to furnish certain funds, to be administered by the City, to foster further economic development around its proposed Facility in the Redevelopment Area and surrounding communities bounded by South Racine and South California Avenues, 55th and 64th Streets; and

WHEREAS, The City desires to accept these funds and to use them for that purpose in the area proposed; now, therefore,

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

SECTION 1. The Commissioner of Planning is authorized to execute a neighborhood investment fund agreement between the City of Chicago and CSX Intermodal, Inc. in substantially the form attached as Exhibit A.

SECTION 2. Any funds received pursuant to the neighborhood investment fund agreement are to be deposited into a special fund of the City of Chicago created by the City Comptroller. All such funds are hereby appropriated and authorized to be spent for purposes of eligible redevelopment project costs under the Tax Increment Allocation Redevelopment Act, in the area bounded by Racine Avenue on the east, California Avenue on the west, 55th Street on the north and 64th Street on the south.

SECTION 3. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

This Agreement is made this _____ day of _____, 1997, by and between CSX Intermodal, Inc. ("CSX"), a Delaware corporation, and the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City") in Chicago, Illinois.

Background.

CSX desires to develop and construct a truck/train intermodal facility as further defined and depicted on (Sub)Exhibit A, attached to and incorporated in this Agreement ("Facility") to be located approximately

(Continued from page 57771)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

All Saints Orthodox Church.

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

SECTION 1. That the Commissioners of Buildings, Transportation, Streets and Sanitation, Water, Sewer and Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to All Saints Orthodox Church for erection of inside walls and adding new electrical and plumbing services on the premises known as 4129 West Newport Avenue. Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

between Garfield Boulevard and 71st Street and Oakley Avenue and Hoyne Avenue. The proposed Facility, for which use CSX has requested a change in the City's zoning in the form of a planned development ("P.D."), will occupy a large proportion of the City's existing 60th and Western Redevelopment Project Area ("Redevelopment Project").

The City recognizes certain economic benefits may flow to the City once the Facility is operating, but CSX recognizes that the Facility, by its nature, may produce fewer tangible benefits, including job opportunities for residents of the surrounding area bounded generally by Racine Avenue, California Avenue, 55th Street and 64th Street (the "Impact Area") than envisioned by the City under other potential uses proposed for the Redevelopment Project. CSX and the City desire to promote the economic development of the Impact Area, and to that end, CSX is prepared to make certain payments ("Neighborhood Investment Funds") to promote and foster that economic development.

Therefore, CSX and the City agree as follows:

1. Incorporation Of Terms. The foregoing background information is incorporated by reference as if set forth fully here.

2. Payment Of Neighborhood Investment Funds.

2.1

Upon the effective date of the P.D. and concurrently with the City's signing of this Agreement, CSX will tender into escrow ("Escrow") with a bank or other institution mutually acceptable to CSX and the Commissioner of Planning and Development ("Escrow Agent") the sum of One Million Dollars (\$1,000,000) ("Initial Payment"). Under an agreement with the Escrow Agent, the Escrow Agent will be empowered to act on the certifications and events specified in this paragraph. Following a ground breaking ceremony for the Facility held by CSX ("Ground Breaking") or on January 30, 1998, whichever occurs earlier, the City may direct the Escrow Agent to release the Initial Payment to the City; if Ground Breaking occurs first, the City must certify to the Escrow Agent (with a copy to CSX) that Ground Breaking has occurred. The Initial Payment is to be applied by the City to foster economic development in the Impact Area. At any time prior to January 30, 1998, unless Ground Breaking has already occurred, CSX may direct the Escrow Agent to return the Initial Payment to CSX by submitting a certification to the Escrow Agent (with a copy to the City) stating that Ground Breaking has not occurred and that it is electing to terminate this Agreement with the City. If CSX makes an election to terminate this Agreement under this subparagraph 2.1, CSX will have no monetary obligation whatsoever to the City under this Agreement.

2.2

For nineteen (19) years beginning at the end of the first full calendar year after the date the P.D. is approved, CSX will annually tender to the City an amount equal to One and no/100 Dollars (\$1.00) for each truck (defined below) that enters and One and no/100 Dollars (\$1.00) for each truck that leaves the Facility during the calendar year just completed, or Three Hundred Thousand Dollars (\$300,000), whichever amount is greater ("Annual Payment"). Each year after the year for which the 19th Annual Payment is required to be paid, CSX will tender the One and no/100 Dollars (\$1.00) per truck Annual Payments referred to above without being subject to the Three Hundred Thousand Dollars (\$300,000) minimum. CSX will make its Annual Payment no later than thirty (30) days after the expiration of the calendar year for which payment is being made. CSX will include with its Annual Payments a statement of the number of truck entries and exits for the calendar year being reported and paid.

2.3

For purposes of this Agreement, a truck means a tractor and loaded revenue container or trailer combined; tandem or other multiple loaded revenue trailers or containers count as two (2) or more trucks, depending upon the multiple.

2.4

CSX intends the Initial Payment and the Annual Payments tendered under this Agreement be expended by the City to foster economic development in the Impact Area, as reasonably determined by the Commissioner of Planning and Development or the head of any successor department. The obligation for CSX to make the Annual Payments is intended to continue as long as this Agreement is in effect.

3. Adverse Changes In Real Property Tax Laws. If the applicable tax laws or methodology of applying them to the Facility as railroad property changes in a way that results in an increase in the real property taxes payable with respect to the Facility, payments by CSX under this Agreement will be reduced by an amount equal to the portion of any such increase accruing to the City during the corresponding applicable period of time. This provision, however, does not apply to any increases in the real property taxes payable as a consequence of any increases in the assessed valuation or tax rates, provided the tax laws and methodology of applying them to the Facility as railroad property has not changed.

4. CSX Right To Terminate. CSX may terminate this Agreement at any time. If CSX elects to terminate this Agreement after January 30, 1998 or Ground Breaking, whichever occurs earlier, pursuant to this paragraph 4, CSX shall pay the City One Hundred Fifty Thousand Dollars (\$150,000) ("Termination Payment") reflecting one-half ($\frac{1}{2}$) the minimum Annual Payment. With the exception of any payments owed by CSX to the City pursuant to subparagraph 6.1, CSX will not be obligated to pay the City any additional monies other than the Termination Payment.

5. Enforceability. If CSX, its affiliates, tenants, licensees, buyers, transferees, assignees, or successors in interest, or its or their contracted operators (all of the foregoing individually and collectively "Operator") files a suit seeking judicial invalidation of this Agreement or if this Agreement is judicially determined to be invalid, the filing of such suit or determination has the same effect as an election by an Operator to terminate this Agreement under paragraph 4.

6. Accrued Payments.

6.1

Except, as provided in paragraph 12 below, CSX remains responsible for all amounts, including those that may be found to be due pursuant to paragraph 8, accrued and unpaid under this Agreement before the date of any termination under paragraph 4 or this paragraph 6.

6.2

In the event of termination or expiry after January 30, 1998 or Ground Breaking, whichever occurs earlier, under paragraph 4 or 6, all payments which have accrued prior to such termination or expiry shall accelerate and become due and payable within thirty (30) days. If the Operator does not make one (1) or more payments contemplated under this Agreement within thirty (30) business days following notice of arrearage by the City, the failure or refusal to do so will, unless disputed by the Operator, operate as an elective termination of the Agreement by CSX within the meaning of paragraph 14, of the P.D. Plan of Development, which results in the expiration of the P.D. by its terms, without relieving the Operator of its obligation to make payments of amounts previously accrued. If the Operator and the City are in dispute regarding the amount of any Annual Payment, failure by the Operator to make such Annual Payment will not constitute an election to terminate this Agreement unless the Operator does not promptly remit any amounts adjudged by a court of competent jurisdiction or agreed to be owed to the City.

7. Records. CSX will maintain, or cause any other Operator to maintain, complete and adequate records of truck entries and exits for the three (3) year calendar years most recently concluded so that the City can ascertain through audit whether CSX has made the payments contemplated under this Agreement.

8. Audit.

8.1

Upon four (4) calendar days written notice to CSX, the City has the right, limited except as provided otherwise below, to once in any calendar year to audit the books and records of the Operator, relating to the number of trucks entering and leaving the Facility ("Audit") during the previous calendar year. If the City does not perform an Audit for a particular calendar year, the City's next Audit may, at the City's option, also include such previously unaudited calendar year. If the City does not perform an Audit for two (2) consecutive calendar years, the City's next Audit may, at the City's option, also include the two (2) previous calendar years not previously audited. Audits will be conducted between the hours of 8:00 A.M. and 5:00 P.M. central standard time unless otherwise mutually agreed by the Operator and the City. The City has the right to perform Audits with its own forces or by an outside auditor selected by the City. The City will pay all costs for any Audit, and if the Audit was performed by an outside auditor, CSX will reimburse the City for half the reasonable costs of the Audit within thirty (30) calendar days following invoice from the City. If, however, any Audit discloses that the Operator has understated the combined number of truck entries to and exits from the Facility in connection with the payments required under subparagraph 2.2 above by seven percent (7%) or more, CSX will reimburse the City for all the reasonable costs of the Audit within thirty (30) calendar days following invoice from the City.

8.2

If the Operator misstates by five percent (5%) or more the combined number of truck entries to and exits from the Facility, or fails to maintain complete and adequate records for Audit purposes, as required in paragraph 7 (individually and collectively a "Record Error"), the City may, at its option, perform an Audit once every calendar quarter for the balance of the year following the date of the Audit disclosing the Record Error. If one (1) or more Audits disclose that no Record Error has occurred for a full calendar year, the City is no longer permitted to perform quarterly Audits unless and until a later Audit reveals a new Record Error or unless the City can show evidence of fraud. The City

will bear the full cost of any Audit over one (1) per calendar year unless (i) the Audit discloses that the Operator has misstated the combined number of truck entries to and exits from the Facility in connection with the payments required under subparagraph 2.2 above by seven percent (7%) or more, or unless (ii) the state of the Operator's records or lack of records make it unreasonably difficult through Audit to achieve a reasonably accurate determination of the amount of payments required. In either such case, CSX will bear the full cost of any Audit(s).

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between CSX and the City with respect to the matters addressed in it. This Agreement supersedes and replaces all prior written or oral proposals, and all negotiations and agreements, whether express or implied. This Agreement may only be modified or amended by a written document signed by properly authorized individuals on behalf of CSX and the City.

10. Notices. Any notice required to be made under this Agreement must be sent by first class mail with sufficient postage affixed, by courier, or delivered in person to the individuals identified below, as follows:

If To The City, At:

Department of Planning and
Development
City Hall, Room 1101
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To CSX, At:

CSX Intermodal, Inc.
7000 West 71st Street
Bedford Park, Illinois 60638
Attention: Michael A. Dougherty

With Copies To:

General Counsel
CSX Intermodal, Inc.
301 West Bay Street
Jacksonville, Florida 32202-4434

Either party may modify its notice address by written notice to the other party.

11. Governing Law. This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If any action is brought by either party against the other concerning this Agreement, it must do so only in those courts located within Cook County, Illinois.

12. Successors And Assigns. This Agreement shall be binding on, and shall inure to the benefit of CSX and its successors and assigns. If CSX transfers its interests in the Facility, the transferee will assume the rights and obligations of CSX contained in this Agreement, and CSX will be relieved of all such obligations as of the date of such transfer.

Signed by their duly authorized officers, all as of the date set forth above:

CSX Intermodal, Inc.

By: _____

Name: _____

Its: _____

Attest:

By: _____

Its: _____

City of Chicago

By: _____

Name: _____

Its: _____

STB

FD

33388

2-26-98

K

BUSINESS

2/4

[(Sub)Exhibit "A" referred to in this Neighborhood
Investment Fund Agreement printed on
pages 57772 through 57775
of this Journal.]

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE
EXEMPTIONS AND CANCELLATION OF WATER RATES FOR
CERTAIN CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, November 19, 1997.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred July 2, 30, October 1 and November 12, 1997, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 57776)

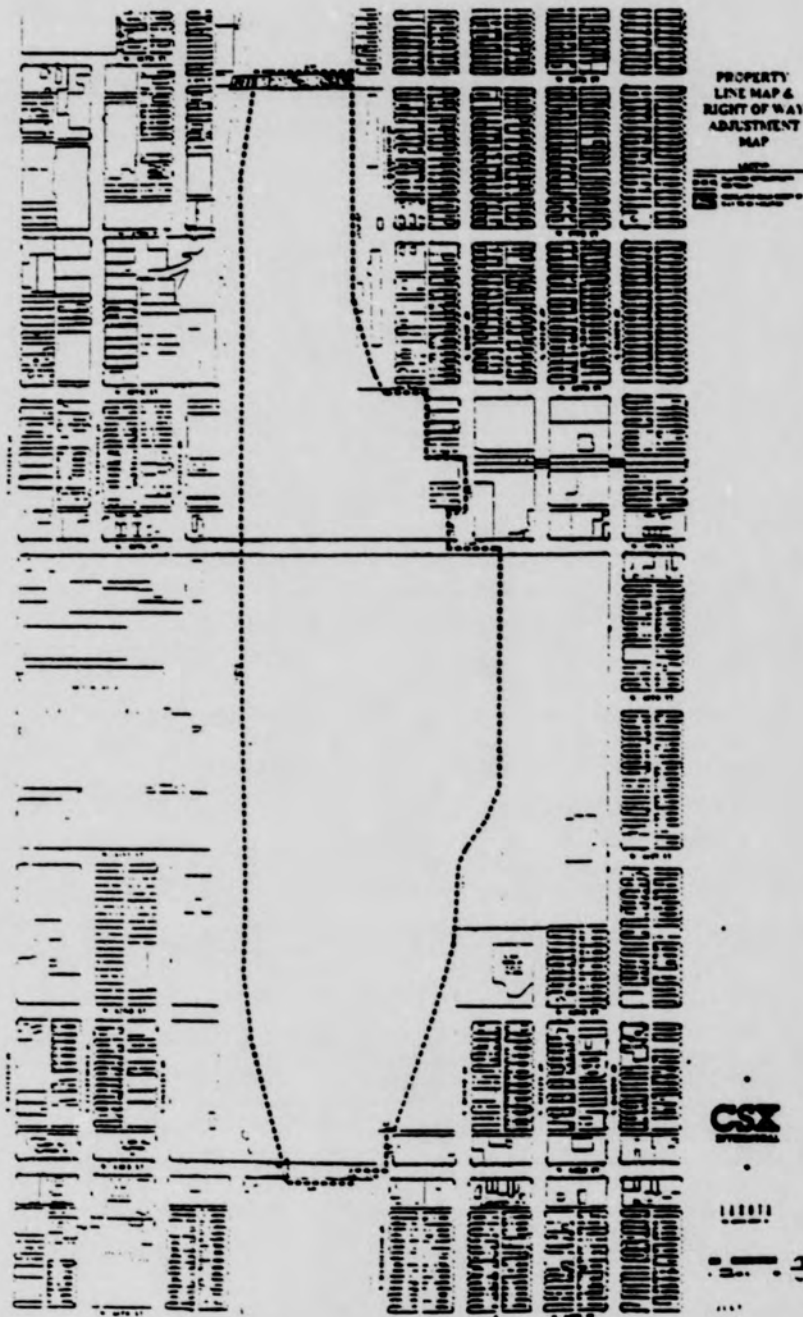
*Exhibit "A".**Property Line Map And Right-Of-Way Map.
(Page 1 of 4)*

Exhibit "A".

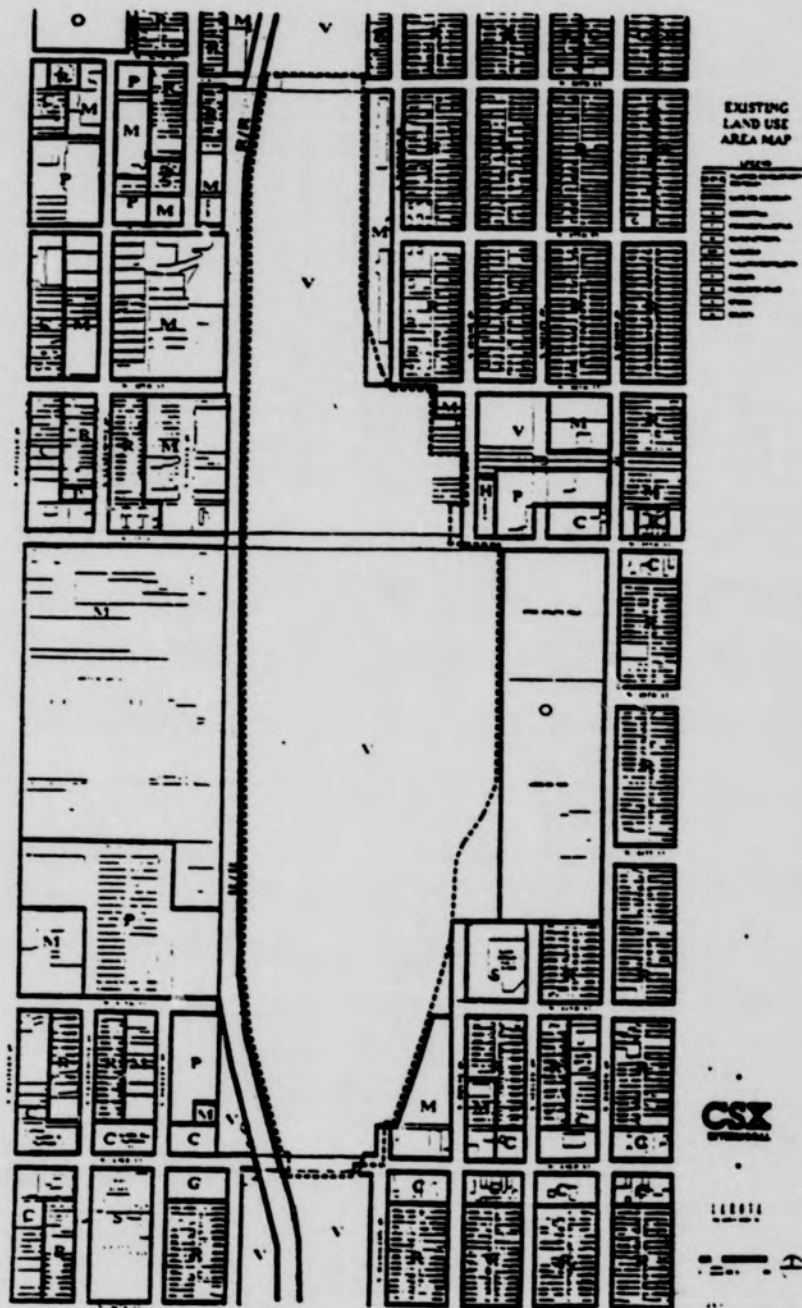
Existing Land-Use Area Map.
(Page 2 of 4)

Exhibit "A".

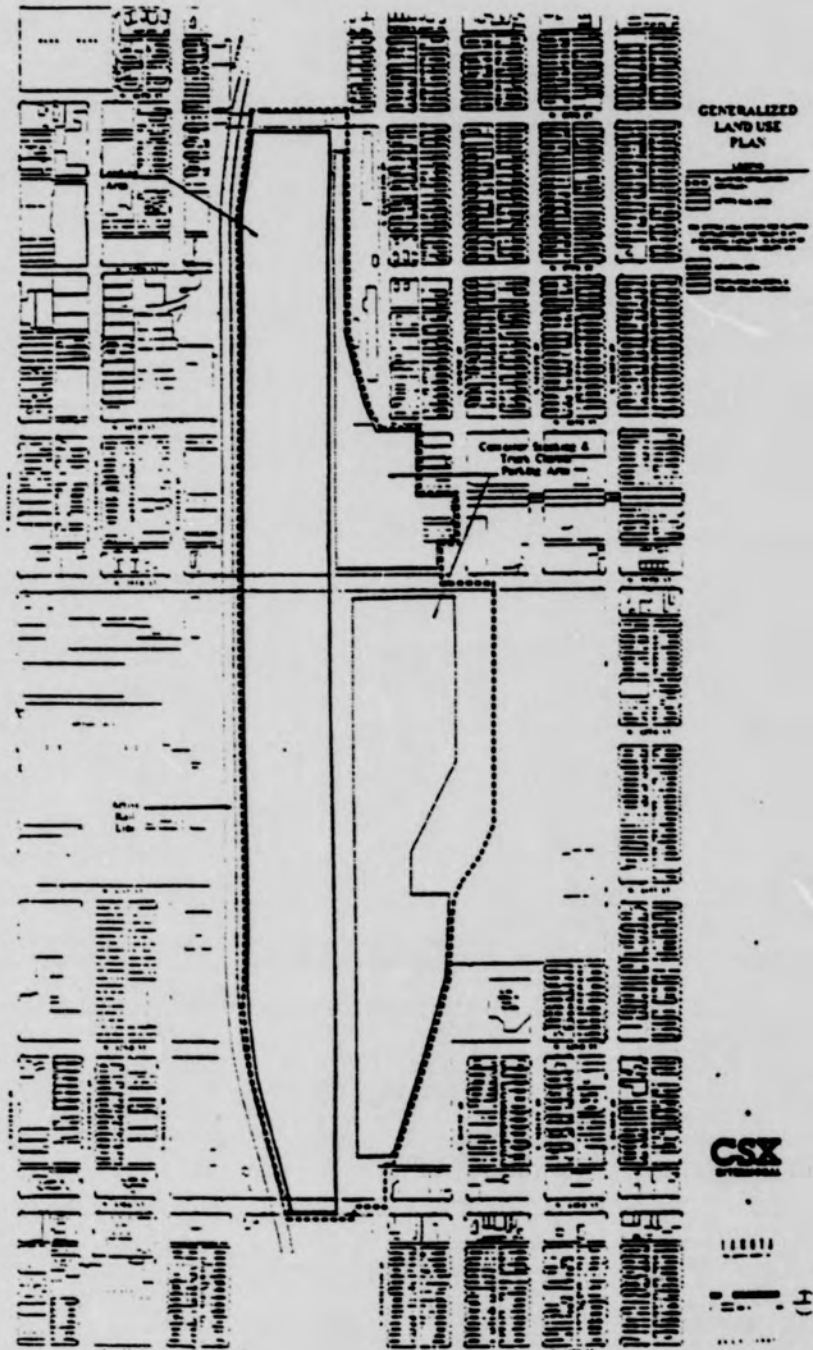
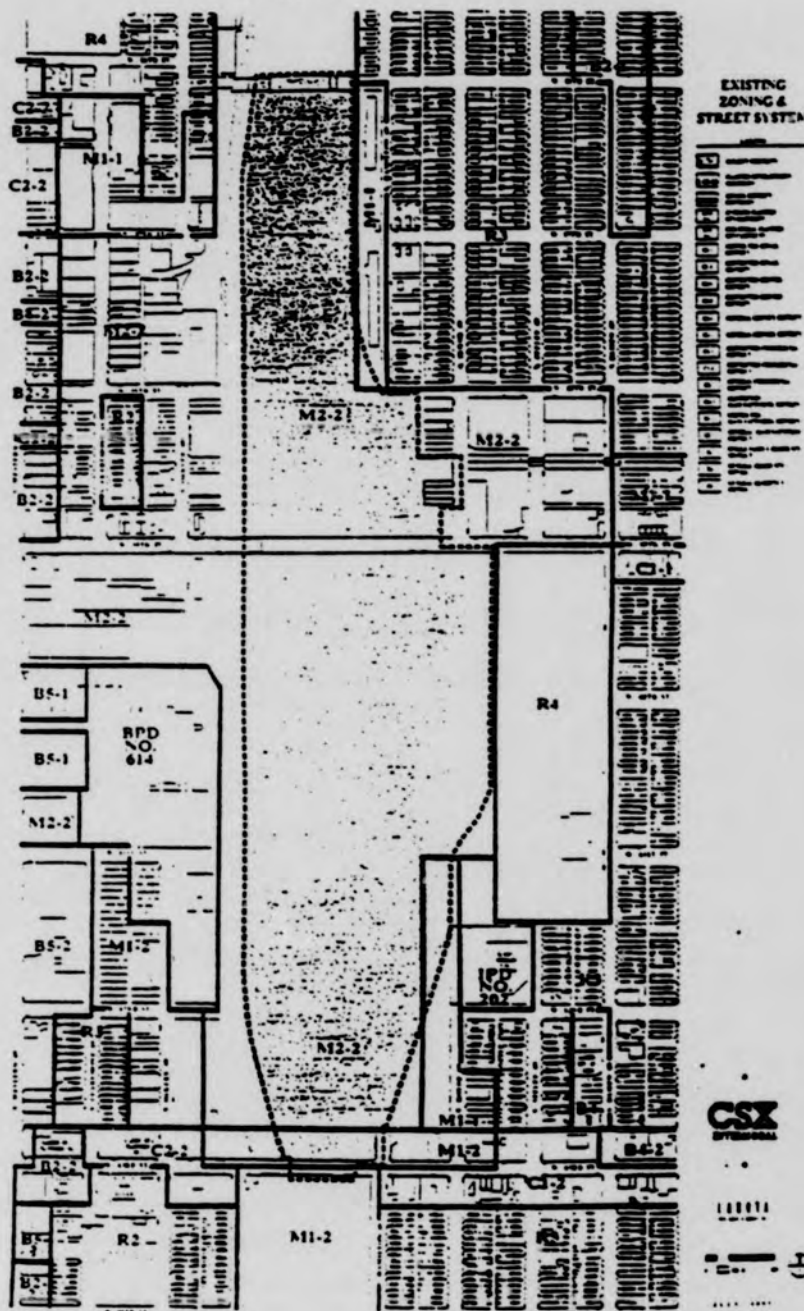
Generalized Land-Use Plan.
(Page 3 of 4)

Exhibit "A".

Existing Zoning And Street System Map.
(Page 4 of 4)



(Continued from page 57771)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

All Saints Orthodox Church.

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

SECTION 1. That the Commissioners of Buildings, Transportation, Streets and Sanitation, Water, Sewer and Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to All Saints Orthodox Church for erection of inside walls and adding new electrical and plumbing services on the premises known as 4129 West Newport Avenue. Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Exhibit A

NEIGHBORHOOD INVESTMENT FUNDS AGREEMENT

THIS AGREEMENT is made this 27th day of January, 1998, by and between CSX Intermodal, Inc. ("CSX"), a Delaware corporation, and the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City") at Chicago, Illinois.

BACKGROUND

CSX desires to develop and construct a truck/train intermodal facility as further defined and depicted on Exhibit A, attached to and incorporated in this Agreement, ("Facility") to be located approximately between West Garfield Blvd. and 71st Street and Oakley Avenue and Hoyne Avenue. The proposed Facility, for which use CSX has requested a change in the City's zoning in the form of a Planned Development ("PD"), will occupy a large proportion of the City's existing 60th & Western Redevelopment Project area ("Redevelopment Project").

The City recognizes certain economic benefits may flow to the City once the Facility is operating, but CSX recognizes that the Facility, by its nature, may produce fewer tangible benefits, including job opportunities for residents of the surrounding area bounded generally by Racine Avenue, California Avenue, 55th Street and 64th Street (the "Impact Area") than envisioned by the City under other potential uses proposed for the Redevelopment Project. CSX and the City desire to promote the economic development of the Impact Area, and to that end, CSX is prepared to make certain payments ("Neighborhood Investment Funds") to promote and foster that economic development.

THEREFORE, CSX and the City agree as follows:

1. Incorporation of Terms. The foregoing Background information is incorporated by reference as if set forth fully here.
2. Payment of Neighborhood Investment Funds.

2.1 Upon the effective date of the PD and concurrently with the City's signing of this Agreement, CSX will tender into escrow ("Escrow") with a bank or other institution mutually acceptable to CSX and the Commissioner of Planning and Development ("Escrow Agent") the sum of \$1,000,000 ("Initial Payment"). Under an agreement with the Escrow Agent, the Escrow Agent will be empowered to act on the certifications and events specified in this paragraph. Following a ground breaking ceremony for the Facility held by CSX ("Ground Breaking") or on January 30, 1998, whichever occurs earlier, the City may direct the Escrow

Agent to release the Initial Payment to the City; if Ground Breaking occurs first, the City must certify to the Escrow Agent (with a copy to CSX) that Ground Breaking has occurred. The Initial Payment is to be applied by the City to foster economic development in the Impact Area. At any time prior to January 30, 1998, unless Ground Breaking has already occurred, CSX may direct the Escrow Agent to return the Initial Payment to CSX by submitting a certification to the Escrow Agent (with a copy to the City) stating that Ground Breaking has not occurred and that it is electing to terminate this Agreement with the City. If CSX makes an election to terminate this Agreement under this subparagraph 2.1, CSX will have no monetary obligation whatsoever to the City under this Agreement.

2.2 For 19 years beginning at the end of the first full calendar year after the date the PD is approved, CSX will annually tender to the City an amount equal to \$1.00 for each Truck (defined below) that enters and \$1.00 for each Truck that leaves the Facility during the calendar year just completed, or \$300,000, whichever amount is greater ("Annual Payment"). Each year after the year for which the 19th Annual Payment is required to be paid, CSX will tender the \$1.00-per-Truck Annual Payments referred to above without being subject to the \$300,000.00 minimum. CSX will make its Annual Payment no later than 30 days after the expiration of the calendar year for which payment is being made. CSX will include with its Annual Payments a statement of the number of Truck entries and exits for the calendar year being reported and paid.

2.3 For purposes of this Agreement, a *Truck* means a tractor and loaded revenue container or trailer combined; tandem or other multiple loaded revenue trailers or containers count as two or more Trucks, depending upon the multiple.

2.4 CSX intends the Initial Payment and the Annual Payments tendered under this Agreement be expended by the City to foster economic development in the Impact Area, as reasonably determined by the Commissioner of Planning and Development or the head of any successor department. The obligation for CSX to make the Annual Payments is intended to continue as long as this Agreement is in effect.

3. Adverse Changes in Real Property Tax Laws. If the applicable tax laws or methodology of applying them to the Facility as railroad property changes in a way that results in an increase in the real property taxes payable with respect to the Facility, payments by CSX under this Agreement will be reduced by an amount equal to the portion of any such increase accruing to the City during the corresponding applicable period of time. This provision, however, does not apply to any increases in the real property taxes payable as a consequence of any increases in the assessed valuation or tax rates, provided the tax laws and methodology of applying them to the Facility as railroad property has not changed.

4. CSX Right to Terminate. CSX may terminate this Agreement at any time. If CSX elects to terminate this Agreement after January 30, 1998 or Ground Breaking, whichever occurs earlier, pursuant to this paragraph 4, CSX shall pay the City \$150,000 ("Termination Payment") reflecting one-half the minimum Annual Payment. With the exception of any payments owed by CSX to the City pursuant to subparagraph 6.1, CSX will not be obligated to pay the City any additional monies other than the Termination Payment.

5. Enforceability. If CSX, its affiliates, tenants, licensees, buyers, transferees, assignees, or successors in interest, or its or their contracted operators (all of the foregoing individually and collectively "Operator") files a suit seeking judicial invalidation of this Agreement or if this Agreement is judicially determined to be invalid, the filing of such suit or determination has the same effect as an election by an Operator to terminate this Agreement under paragraph 4.

6. Accrued Payments.

6.1 Except, as provided in paragraph 12 below, CSX remains responsible for all amounts, including those that may be found to be due pursuant to paragraph 8, accrued and unpaid under this Agreement before the date of any termination under paragraph 4 or this paragraph 6.

6.2 In the event of termination or expiry after January 30, 1998 or Ground Breaking, whichever occurs earlier, under paragraph 4 or 6, all payments which have accrued prior to such termination or expiry shall accelerate and become due and payable within 30 days. If the Operator does not make one or more payments contemplated under this Agreement within 30 business days following notice of arrearage by the City, the failure or refusal to do so will, unless disputed by the Operator, operate as an elective termination of the Agreement by CSX within the meaning of ¶14, of the PD Plan of Development, which results in the expiration of the PD by its terms, without relieving the Operator of its obligation to make payments of amounts previously accrued. If the Operator and the City are in dispute regarding the amount of any Annual Payment, failure by the Operator to make such Annual Payment will not constitute an election to terminate this Agreement unless the Operator does not promptly remit any amounts adjudged by a court of competent jurisdiction or agreed to be owed to the City.

7. Records. CSX will maintain, or cause any other Operator to maintain, complete and adequate records of Truck entries and exits for the three-year calendar years most recently concluded so that the City can ascertain through Audit whether CSX has made the payments contemplated under this Agreement.

8. Audit.

8.1 Upon four (4) calendar days written notice to CSX, the City has the right, limited except as provided otherwise below, to once in any calendar year to audit the books and records of the Operator, relating to the number of Trucks entering and leaving the Facility ("Audit") during the previous calendar year. If the City does not perform an Audit for a particular calendar year, the City's next Audit may, at the City's option, also include such previously unaudited calendar year. If the City does not perform an Audit for two consecutive calendar years, the City's next Audit may, at the City's option, also include the two previous calendar years not previously audited. Audits will be conducted between the hours of 8 a.m. and 5 p.m. central standard time unless otherwise mutually agreed by the Operator and the City. The City has the right to perform Audits with its own forces or by an outside auditor selected by the City. The City will pay all costs for any Audit, and if the Audit was performed by an outside auditor, CSX will reimburse the City for half the reasonable costs of the Audit within 30 calendar days following invoice from the City. If, however, any Audit discloses that the Operator has understated the combined number of Truck entries to and exits from the Facility in connection

with the payments required under subparagraph 2.2 above by 7% or more, CSX will reimburse the City for all the reasonable costs of the Audit within 30 calendar days following invoice from the City.

8.2 If the Operator misstates by 5% or more the combined number of truck entries to and exits from the Facility, or fails to maintain complete and adequate records for Audit purposes, as required in paragraph 7 (individually and collectively a "Record Error"), the City may, at its option, perform an Audit once every calendar quarter for the balance of the year following the date of the Audit disclosing the Record Error. If one or more Audits disclose that no Record Error has occurred for a full calendar year, the City is no longer permitted to perform quarterly Audits unless and until a later Audit reveals a new Record Error or unless the City can show evidence of Fraud. The City will bear the full cost of any Audit over one per calendar year unless (i) the Audit discloses that the Operator has misstated the combined number of Truck entries to and exits from the Facility in connection with the payments required under subparagraph 2.2 above by 7% or more, or unless (ii) the state of the Operator's records or lack of records make it unreasonably difficult through Audit to achieve a reasonably accurate determination of the amount of payments required. In either such case, CSX will bear the full cost of any Audit(s).

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between CSX and the City with respect to the matters addressed in it. This Agreement supersedes and replaces all prior written or oral proposals, and all negotiations and agreements, whether express or implied. This Agreement may only be modified or amended by a written document signed by properly authorized individuals on behalf of CSX and the City.

10. Notices. Any notice required to be made under this Agreement must be sent by first class mail with sufficient postage affixed, by courier, or delivered in person to the individuals identified below, as follows:

If to the City, at: Department of Planning and Development
121 North LaSalle Street
City Hall, Room 1101
Chicago, Illinois 60602
Attention: Commissioner

With copies to: Department of Law
121 North LaSalle Street
City Hall, Room 511
Chicago, Illinois 60602
Attention: Corporation Counsel

If to CSX, at: CSX Intermodal, Inc.
7000 w. 71st Street
Bedford Park, Illinois 60638
Attention: Michael A. Dougherty

CSX Intermodal, Inc.
301 W. Bay Street
Jacksonville, Florida 32202-4434

Either party may modify its notice address by written notice to the other party.

11. Governing Law. This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If any action is brought by either party against the other concerning this Agreement, it must do so only in those courts located within Cook County, Illinois.

12. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of CSX and its successors and assigns. If CSX transfers its interests in the Facility, the transferee will assume the rights and obligations of CSX contained in this Agreement, and CSX will be relieved of all such obligations as of the date of such transfer.

SIGNED by their duly authorized officers, all as of the date set forth above:

CSX INTERMODAL, INC.

By: Lester M. Passa
Name: Lester M. Passa
Its: President

ATTEST:

By: Maureen L. Hoffman
Its: Secretary

CITY OF CHICAGO

By: Christopher R. Hill
Name: Christopher R. Hill
Its: Commissioner

- DOCUMENT # CH0001A (2895-0000-0) 204395, DATE: 11/07/97/TIME: 12:45 -

SENT BY:

1-27-98 10:16AM ; FINANCE/CONTRACTS- KATTEN MUCHIN ZAVIS: 2/ 2

City of Chicago Wire Instructions

First Chicago

ABA 071000013

Account Number 11-05825

Title of Account: City of Chicago

Reference: Special Deposit Fund 648

City FEIN: 36-6005820

CITY OF CHICAGO
Department of Planning and Development

OWNERSHIP INFORMATION SHEET / PRINCIPAL PROFILE

Form must be filled out **COMPLETELY** for individual and entities owning any interest in order for application to be processed.

<p>Name: <u>CSX Intermodal, Inc., a wholly-owned subsidiary of CSX Corporation</u></p> <p>Home Address: <u>301 W. Bay, Suite 800</u> <u>Jacksonville, Florida 32202</u></p> <p>Telephone: <u>(904) 633-1346</u></p> <p>Social Security #: <u>N/A - -</u></p> <p>Date of Birth: <u>N/A</u></p> <p>Percentage Owned: <u>100%</u></p>	<p>Name: _____</p> <p>Home Address: _____ _____</p> <p>Telephone: <u>()</u> _____</p> <p>Social Security #: _____ - -</p> <p>Date of Birth: _____</p> <p>Percentage Owned: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>Name: _____</p> <p>Home Address: _____ _____</p> <p>Telephone: <u>()</u> _____</p> <p>Social Security #: _____ - -</p> <p>Date of Birth: _____</p> <p>Percentage Owned: _____</p>	<p>Name: _____</p> <p>Home Address: _____ _____</p> <p>Telephone: <u>()</u> _____</p> <p>Social Security #: _____ - -</p> <p>Date of Birth: _____</p> <p>Percentage Owned: _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the undersigned acknowledges and agrees, on behalf of itself and the individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the individuals named in this EDS.

INFORMATION TO BE KEPT CURRENT: All disclosures must be current as of the date upon which the application is presented to the City Council or other City agency, and shall be maintained current until such time as the City Council or City agency shall take action on the application. This requires (i) the submission of this EDS at the time the initial application is made; (ii) a recertification of this EDS (a) at the time the related ordinance, if any, is submitted to the City Council if such submission is more than 60 days following the original execution of this EDS; and (b) upon the closing of the related transaction.

RE-CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-execute this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

I. GENERAL INFORMATION

- A. Exact legal name of undersigned: CSX Intermodal, Inc.
- B. Address of principal office: 301 W. Bay Street, Suite 800,
Jacksonville, Florida 32202
- C. Telephone: (904) 633-1346
- D. Fax: (904) 633-1961
- E. Name of contact person: Chris K. Durden
- F. City agency receiving this EDS: Committee on Finance
- G. Type of action requested: Approval of the Neighborhood Investment Funds
Agreement (the "Contract")
- H. Project location: between Garfield Blvd. and 63rd Street and Oakley and
Hoyne Avenues.

I. Brief project description: The movement of standardized containers through a
combination of rail and highway

J. Description and purpose of requested City assistance: to implement the terms
and conditions of the Neighborhood Investment Funds Agreement ("Contract")

II. DISCLOSURE OF OWNERSHIP INTERESTS

A. GENERAL INFORMATION

1. Indicate whether the undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below:

- ☐ Individual
- ☒ Business corporation
- ☐ Not-for-profit corporation
- ☐ General partnership
- ☐ Limited partnership
- ☐ Limited liability company
- ☐ Joint venture
- ☐ Sole proprietor
- ☐ Other entity (please specify) _____

2. State of incorporation or organization, if applicable:

[CSX Intermodal, Inc. - Delaware], [CSX Corporation - Virginia]

3. For corporations, limited partnerships and limited liability companies not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

☒ Yes

☐ No

B. ORGANIZATION INFORMATION

1. FOR CORPORATIONS:

- a. List below or on a separate sheet the names and titles of the officers and directors of the corporation.

Name	Title
------	-------

See attached Exhibit A	

- b. For business corporations whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934: list below or on a separate sheet the name, address and percentage of ownership interest of each shareholder owning shares equal to or in excess of 10 percent of the total issued and outstanding shares.

Name	Address	Percentage Interest
None	None	CSX Corporation owns 100% of CSX Intermodal, Inc. No entity or person owns in excess of 10% of the total issued and outstanding shares of CSX Corporation

- c. For business corporations whose shares are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934: list below or on a separate sheet the name, address and percentage of ownership interest of each shareholder.

Name	Address	Percentage Interest
------	---------	---------------------

N/A		

- d. For not-for-profit corporations, list below or on a separate sheet the name, address and percentage of control of each member. If there are no members, please indicate that.

Name	Address	Percentage Control
N/A		

2. FOR PARTNERSHIPS:

For general or limited partnerships: list below or on a separate sheet the name, address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Address	Percentage Interest
N/A		

3. FOR LIMITED LIABILITY COMPANIES:

- a. List below or on a separate sheet the names and titles of the officers, if any, of the limited liability company.

Name	Title
N/A	

- b. List below or on a separate sheet the name, address and percentage of ownership interest of each (i) member and (ii) manager.

Name	Address	Percentage Interest
N/A		

4. FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES:

- a. List below or on a separate sheet the name of each individual or legal entity holding legal title to the property that is the subject of the trust:

N/A

- b. List below or on a separate sheet the name, address and percentage of beneficial interest of each beneficiary on whose behalf title is held:

Name	Address	Percentage Interest
N/A		

5. OTHER OWNERSHIP INTERESTS

- a. Is any ownership interest in the undersigned, as described in (1)(b)-(d), (2), 3(b) or (4)(b) above, held by one or more agents or one or more nominees on behalf of another individual or legal entity?

☐ Yes ☒ No

If so, list below or on a separate sheet the name, address and percentage of ownership interest of each principal (whether an individual or legal entity) for whom such agent(s) or nominee(s) are holding their ownership interest(s) in the undersigned, and identify each principal's agent or nominee.

Principal's

Name	Address	Percentage Interest	Agent/Nominee
N/A			

- b. Is any ownership interest in the undersigned, as described in (1)(b)-(d), (2), 3(b) or (4)(b) above, constructively controlled (other than through an agent or nominee) by another individual or legal entity?

☐ Yes ☐ No

If so, list below or on a separate sheet (i) the name of each individual or legal entity whose ownership interest is constructively controlled, (ii) the name, address and percentage of ownership interest of each individual or legal entity possessing such control, and (iii) the means by which such control is or may be exercised.

CSX Corporation owns 100% of CSX Intermodal, Inc.

III. OTHER PROJECT INFORMATION

- A. List below or on a separate sheet the name and address of each individual or legal entity currently holding legal title to the property for which City assistance is being requested (the "Property"):

As stated in the Application for an Amendment to the Zoning Ordinance

dated July 28, 1997 (as amended from time to time, the "Application") attached

as Exhibit B

- B. If title to the Property is held in a land trust, list below or on a separate sheet the name, address and percentage of interest of each beneficiary. If all of this information has already been provided in Section II above, indicate that below and do not repeat it here:

N/A

- C. Real estate tax index number(s) for the Property:

20-18-102-002, 20-18-501-001, 20-18-102-018, 20-18-301-008, 20-18-300-011,
20-18-304-021, 20-18-305-002, 20-18-312-002

- D. Have all water charges, sewer charges, property taxes and sales taxes, due and payable on or prior to the date hereof and concerning the Property, been paid as of the date of this EDS?

☐ Yes ☐ No

If no, describe below the kind and dollar amount of such charges or taxes and indicate by what date full payment shall be made. Failure to make full payment shall halt any requested City action.

N/A because property is vacant with no improvements.

IV. ADDITIONAL INFORMATION

A. Has the undersigned or any member, partner, beneficiary or owner of the undersigned:

1. ever been a defendant in any civil or criminal suits or legal actions?

☐ Yes ☒ No N/A

2. ever had any debts discharged, satisfied or settled under the Bankruptcy Act?

☐ Yes ☒ No N/A

3. ever had a judgment entered against him/her/it?

☐ Yes ☒ No N/A

4. ever been a party to a foreclosure, a deed in lieu of foreclosure, a loan default or loan "workout" situation?

☐ Yes ☒ No N/A

NOTE: If the answer to any of the above questions is "yes," attach a separate schedule explaining the circumstances, parties involved and resolution or status. A specific description must be provided for each case.

See attached Exhibit C

V. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the undersigned nor any "Affiliated Entity" (as defined below) of the undersigned has, during a period of five years prior to the date of execution of this EDS, (1) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code of Chicago or any other "Environmental Restriction" (as defined below), (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code of Chicago or any other Environmental Restriction, or (3) been subject to any fine or penalty of any nature for failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code of Chicago or any other Environmental Restriction.

The signatory of the undersigned who executes this EDS on behalf of the undersigned **MUST INITIAL** on the line next to the appropriate statement (1) or (2) below.

- _____ 1. The undersigned makes the certification contained in Paragraph A of this Section V.
- _____ 2. The undersigned makes the certification contained in Paragraph A of this Section V except as to the matters specifically identified below:

Not applicable, see environmental information attached as Exhibit C

(Attach additional pages of explanation to this EDS, if necessary).

- B. The undersigned shall not employ any contractor or subcontractor in connection with the Property without obtaining from such contractor or subcontractor a certification similar in form and substance to the statement in (1) above (or, with the prior written consent of the City agency identified in Section I(F) of this EDS, a certification similar in form and substance to the statement in (2) above) prior to such contractor's or subcontractor's performance of any work or services in connection with the Property or furnishing any goods, supplies or materials of any kind with respect to the Property. The undersigned shall furnish, or cause to be furnished, to the City agency identified in Section I(F) hereof upon its request an executed copy of each such certification. The undersigned shall not employ, in connection with the Property, any contractor or subcontractor if the undersigned or any of its officers (if any) have knowledge that such contractor or subcontractor cannot truthfully execute such certification.
- C. Until completion of the project to which this EDS pertains (the "Project"), the undersigned shall not violate any provision of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago or any other Environmental Restriction, whether in connection with the Project or otherwise.

"Affiliated Entities" are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. 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 another business entity using substantially the same management, ownership or principals as the first entity.

"Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*); (2) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); (4) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (5) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (7) the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

VI. CHILD SUPPORT OBLIGATIONS

For purposes of this Section VI, "Substantial Owner" means any individual who owns or holds a 10 percent or more "Percentage of Interest" (as defined below) in the undersigned; where the undersigned is an individual or sole proprietorship, "Substantial Owner" means that individual or sole proprietor. "Percentage of Interest" includes direct, indirect and beneficial interests in the undersigned. "Indirect or beneficial interest" means that an interest in the undersigned is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B owns a 20 percent interest in the undersigned, and an individual or entity has a 50 percent or more percentage of interest in Corporation B, then such individual or entity indirectly has a 10 percent or more percentage of interest in the undersigned. If any individuals thus indirectly hold at least a 10 percent interest in the undersigned, the response to this Section VI must cover such individual(s). If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity (and so forth to any additional levels of ownership) to determine whether any individuals indirectly hold a 10 percent or more interest in the undersigned, in which case the response to this Section VI must include them.

The signatory of the undersigned who executes this EDS on behalf of the undersigned **MUST INITIAL** on the line next to the appropriate statement (1), (2), (3) or (4) below.

If there is any misrepresentation in this Section VI, the undersigned shall be barred from contracting with the City for a period of three years.

- N/A 1. No Substantial Owner has been declared in arrearage on his/her child support obligations by an Illinois court.
- N/A 2. An Illinois court has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations; however, all such Substantial Owners have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
- N/A 3. An Illinois court has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (i) at least one such Substantial Owner has not entered into any court-approved agreement for the payment of all such child support owed, or (ii) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, or both (i) and (ii).
- N/A 4. There are no individuals who are Substantial Owners of the undersigned.

VII. CERTIFICATION

The signatory for the undersigned, being first duly sworn, on oath hereby certifies, deposes and says, under penalty of perjury, as follows:

1. The signatory is authorized to execute this EDS on behalf of the undersigned; the information disclosed herein is true and complete to the best of his/her knowledge; no disclosures as to economic interest in the Project have been withheld; and no information has been reserved as to the intended use or purpose for which the undersigned (or a related entity) seeks action by the City Council or pertinent City agency.
2. Except as described in Section III(D) hereof, if applicable, the undersigned is not in default or in arrears on any outstanding commercial loans, water charges, sewer charges, property taxes, sales taxes or assessments owed to the City, personally or by any partnership, corporation, joint venture or land trust in which the undersigned has at least a five percent beneficial interest.

3. Since the initial date of application, the undersigned has not done or suffered to be done anything that could in any way adversely affect the title to the Property and, except as described herein, no proceedings have been filed by or against the undersigned, nor has any judgment or decree been rendered against the undersigned, nor is there any judgment note or other instrument that can result in a judgment or decree against the undersigned within five days from the date thereof.
4. The undersigned has either paid in full or settled all outstanding parking violation complaints issued to any vehicle owned or controlled by the undersigned personally, or by any partnership, corporation, joint venture or land trust in which the undersigned has control or an ownership interest exceeding five percent in such entity.
5. Neither the undersigned nor, as applicable, any partner, officer, director, owner, member or beneficiary of the undersigned:
 - (a) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - (b) has within a three-year period preceding the date hereof been convicted of or had a civil judgment rendered against him/her/it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, including, without limitation, any violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) is 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) above;
 - (d) has within a three-year period preceding the date hereof had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time;
 - (f) is in default on an educational loan as provided in 5 ILCS 385/1, as amended, supplemented and restated from time to time;

- (g) has within the last three years (i) been convicted 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, in that officer's or employee's official capacity; or (ii) been convicted 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 (iii) made an admission of guilt of such conduct described in (i) or (ii) above which is a matter of record, but has not been prosecuted for such conduct; or
 - (h) has made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Project as an inducement for the City to provide the requested City assistance described in Section I(J) hereof.
6. The undersigned shall comply with the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code of Chicago, as amended, supplemented and restated from time to time.
7. The undersigned understands and shall comply with all the applicable provisions of Chapter 2-56 of the Municipal Code of Chicago (Office of the Inspector General), as amended, supplemented and restated from time to time.

VIII. RESTRICTION ON LOBBYING

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the requested City assistance to which this EDS

pertains, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Section VIII be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. The certification contained in this Section VIII is a material representation of fact upon which reliance is placed when the transaction to which this EDS pertains was made or entered into. Submission of such certification is a prerequisite for making or entering into such transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Print or type name of individual or legal
entity--this should be the same name as given
in Section I(A) hereof)

GIVEN
ALL ANSWERS TO THE ABOVE QUESTIONS ARE AT THE
BEST OF MY KNOWLEDGE AND WITHOUT PERSONAL LIABILITY.

By: William E. Cromwell
(sign here)

Title of signatory: ITS AUTHORIZED AGENT

Print or type
name of signatory: William E. Cromwell

Date: November 7, 1997

Subscribed to before me this 7th day of November,

1997 at Cook County, Illinois.

Jonathan M. Reinsdorf
Notary Public

Commission expires: May 30, 2001



(Do not write below this line except to recertify prior to submission to City Council or on the date of closing.)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents, under penalty of perjury, that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date hereof.

(Print or type name of individual or legal
entity--this should be the same name as given
in Section I(A) hereof)

By: _____
(sign here)

Title of signatory: _____

Print or type
name of signatory: _____

Date: _____, 199____

Subscribed to before me this ____ day of _____,

199____ at Cook County, Illinois.

Notary Public

Commission expires: _____

**CERTIFICATE OF CURRENT & PROJECTED
EMPLOYMENT DATA FOR**

STATE OF ILLINOIS)
COUNTY OF COOK)

See Exhibit D attached hereto

CITY OF CHICAGO

DEPARTMENT OF PLANNING AND DEVELOPMENT

JOB CLASSIFICATION	EXISTING EMPLOYMENT		YEAR 1 NUMBER OF PROJECTED NEW EMPLOYEES		YEAR 2 NUMBER OF PROJECTED NEW EMPLOYEES		STARTING WAGE	WAGES AFTER FULLY TRAINED	ANTICIPATED TRAINING PROVIDED (Describe Briefly)
	TOTAL M = Male F = Female	MINORITY M = Male F = Female	MONTHS 1-6	MONTHS 7-12	MONTHS 13-18	MONTHS 19-24			
Officers and Managers	M	M							
	F	F							
Professionals	M	M							
	F	F							
Technicians	M	M							
	F	F							
Sales Workers	M	M							
	F	F							
Office and Clerical	M	M							
	F	F							
Crafts Persons (Skilled)	M	M							
	F	F							
Operatives (Semi-skilled)	M	M							
	F	F							
Laborers (Unskilled)	M	M							
	F	F							
Service Workers	M	M							
	F	F							
Other	M	M							
	F	F							
TOTAL	M	M							
	F	F							

Subscribed and sworn to before me
this _____ Day of _____, 19____.

(Seal) _____
Notary

VERIFICATION:
Under penalty of perjury, I certify that I am _____ The (Owner/President)
of _____, that I am authorized to execute this certificate, that I have
Personal knowledge of the employment data contained in this certificate and that the employment data is true.

Signature

Date



CITY OF CHICAGO
Department of Planning and Development

OWNERSHIP INFORMATION SHEET

Borrower: _____ **N/A**

Form must be filled out COMPLETELY for individuals and entities owning any interest in order for application to be processed.
For TRUSTS or other entities owning an interest in the borrower, please provide complete information on trustee and beneficiary on a separate sheet.

Duplicate form if necessary

Name: _____ Home Address: _____ _____ Telephone: () _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ Percentage Owned: _____	Name: _____ Home Address: _____ _____ Telephone: () _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ Percentage Owned: _____
Name: _____ Home Address: _____ _____ Telephone: () _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ Percentage Owned: _____	Name: _____ Home Address: _____ _____ Telephone: () _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ Percentage Owned: _____
Name: _____ Home Address: _____ _____ Telephone: () _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ Percentage Owned: _____	Name: _____ Home Address: _____ _____ Telephone: () _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ Percentage Owned: _____
Name: _____ Home Address: _____ _____ Telephone: () _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ Percentage Owned: _____	Name: _____ Home Address: _____ _____ Telephone: () _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ Percentage Owned: _____

EXHIBIT A

EXHIBIT A

CSX Corporation

DIRECTORS:

Elizabeth E. Bailey	SSN: 051-32-4265	Birth Date: 11/26/1938
Business Phone:	215-898-0928	
Home	253 Mountwell Avenue	
Address:	Haddonfield, NJ 08033 USA	
Robert L. Burrus, Jr.	SSN: 227-48-6682	Birth Date: 09/16/1934
Business Phone:	804-775-4306	
Home	220 Amphill Road	
Address:	Richmond, VA 23226 USA	
Bruce C. Gottwald	SSN: 224-44-2104	Birth Date: 09/28/1933
Business Phone:	804-788-5764	
Home	4203 Sulgrave Road	
Address:	Richmond, VA 23221 USA	
John R. Hall	SSN: 411-42-3969	Birth Date: 11/30/1932
Business Phone:	606-329-3622	
Home	99 Stoneybrooke Drive	
Address:	Ashland, KY 41101 USA	
Robert D. Kunisch	SSN: 045-32-9573	Birth Date: 07/07/1941
Business Phone:	410-771-2481	
Home	23 Treadwell Court	
Address:	Lutherville, MD 21093 USA	
Hugh L. McColl, Jr.	SSN: 247-54-7100	Birth Date: 06/18/1935
Business Phone:	704-386-5687	
Home	1241 Scotland Avenue	
Address:	Charlotte, NC 28207 USA	
James W. McGlothlin	SSN: 225-52-3668	Birth Date: 06/18/1940
Business Phone:	540-466-3322	
Home	P.O. Box 1280	
Address:	Bristol, VA 24203 USA	
Southwood J. Morten	SSN: 255-54-0728	Birth Date: 04/12/1938
Business Phone:	419-535-4555	
Home	29765 Durham Circle	
Address:	Perrysburg, OH 43614 USA	
Charles E. Rice	SSN: 261-52-9136	Birth Date: 08/04/1935
Business Phone:	904-791-7425	
Home	4945 Morven Road	
Address:	Jacksonville, FL 32210 USA	

William C. Richardson

SSN:	156-30-4050	Birth Date:	05/11/1940
Business Phone:	616-969-2153		
Home	4392 East Gull Lake Drive		
Address:	Hickory Corners, MI 49060 USA		

Frank S. Royal

SSN:	224-48-9345	Birth Date:	09/15/1939
Business Phone:	804-649-1277		
Home	209 Oxford Circle East		
Address:	Richmond, VA 23221 USA		

John W. Snow

SSN:	280-34-7341	Birth Date:	08/02/1939
Business Phone:	804-782-1434		
Home	122 Tempasford Lane		
Address:	Richmond, VA 23226 USA		

EXHIBIT B

EXHIBIT B
CITY OF CHICAGO

RECEIVED

JUL 28 1997

APPLICATION
FOR
AN AMENDMENT TO THE ZONING ORDINANCE
CITY OF CHICAGO
DEPARTMENT OF ZONING

This application must be typewritten and filed in quadruplicate. You will be advised of the date of the public hearing.
*Applicant's Attorney
Phone (312) 902-5249

1. Applicant CSX Intermodal, Inc.
Address 301 W. Bay Street, Jacksonville, Florida 32202 Zone M1-1/M1-2/M2-2
*Applicant's Attorney
Phone (312) 902-5249
2. Owner or Lessee Consolidated Rail Corporation
(Circle One)

3. What is the address of the property in which the applicant has an interest?
Address Unimproved rail yard between Garfield Blvd. and 63rd Street and Oakley
and Hoyne Avenues

4. The present owner acquired legal title to the subject area on Applicant will be acquiring title shortly
(date)

5. Boundaries of subject area. See Exhibit A attached hereto and incorporated herein

6. Present Zoning M1-1 and M1-2 Restricted Manufacturing Districts and M2-2
General Manufacturing District.

7. Proposed zoning change. M3-2 Heavy Manufacturing District

8. Has the present owner previously rezoned this property? No
When? _____

9. Is subject property to be improved? If so, how and when? Intermodal facility

10. What will be the actual use of the improvement? The movement of standardized containers
through a combination of rail and highway

11. Is off-street parking being provided? Yes

(Over)

County of Cook)
State of Illinois) SS.

The undersigned, Donna J. Pugh, attorney for CSX International, Inc., a Delaware corporation, being first duly sworn, on oath deposes and says, that all of the above statements and the statements contained in the documents submitted herewith are true.

Donna J. Pugh, Attorney for
CSX International, Inc., a
Delaware corporation

Subscribed and sworn to before me this
25th day of July, 1997

Cassandra Fountain
Notary Public

"OFFICIAL SEAL"
CASSANDRA FOUNTAIN
Notary Public, State of Illinois
My Commission Expires 11/11/2000

INTRODUCED BY: _____ Date _____

REFERRED TO:

FILE NO. _____ COMMITTEE ON BUILDINGS & ZONING _____
WARD NO. _____ REZONING STAFF _____
CHICAGO PLAN COMMISSION _____

EXHIBIT C

EXHIBIT C

Notes to Consolidated Financial Statements

Contingent Liabilities

The company and its subsidiaries are contingently liable individually and jointly with others as guarantors of long-term debt and obligations principally relating to leased equipment, joint ventures and joint facilities. These contingent obligations were immaterial to the company's results of operations and financial position at Dec. 27, 1996.

The company has been advised that activities of a subsidiary that administered student loans and that was sold by the company in 1992 are under review to determine whether, and to what extent, damages should be asserted against the company for government insurance payments on uncollected loans related to alleged processing deficiencies or errors that may have occurred prior to the time the subsidiary was sold. The company believes it has no material liability for any claim that might be asserted, but the final outcome of the review and the amount of potential damages are not yet reasonably estimable. Based upon information currently available to the company, it is believed any adverse outcome will not be material to the company's results of operations or financial position.

Although the company obtains substantial amounts of commercial insurance for potential losses for third-party liability and property damage, reasonable levels of risk are retained on a self-insurance basis. A portion of the insurance coverage, \$25 million limit above \$2.5 million per occurrence from rail and certain other operations, is provided by a company partially owned by CSX.

CSXT is a party to various proceedings involving private parties and regulatory agencies related to environmental issues. CSXT has been identified as a potentially responsible party (PRP) at approximately 105 environmentally impaired sites that are or may be subject to remedial action under the Federal Superfund statute (Superfund) or similar state statutes. A number of these proceedings are based on allegations that CSXT, or its predecessor railroads, sent hazardous substances to the facilities in question for disposal. Such proceedings arising under Superfund or similar state statutes can involve numerous other waste generators and disposal companies and seek to allocate or recover costs associated with site investigation and cleanup, which could be substantial.

CSXT is involved in a number of administrative and judicial proceedings and other clean-up efforts at approximately 270 sites, including the sites addressed under the Federal Superfund statute or similar state statutes, at which it is participating in the study and/or clean-up of alleged environmental contamination. The assessment of the required response and remedial costs associated with most sites is extremely complex. Cost estimates are based on information available for each site, financial viability of other PRPs, where available, and existing technology, laws and regulations. CSXT's best estimates of the allocation method and percentage of liability when other PRPs are involved are based on assessments by consultants, agreements among PRPs, or determinations by the U.S. Environmental Protection Agency or other regulatory agencies.

At least once each quarter, CSXT reviews its role, if any, with respect to each such location, giving consideration to the nature of CSXT's alleged connection to the location (e.g., generator, owner or operator), the extent of CSXT's alleged connection (e.g., volume of waste sent to the location and other relevant factors), the accuracy and strength of evidence connecting CSXT to the location, and the number, connection and financial position of other named and unnamed PRPs at the location. The ultimate liability for remediation can be difficult to determine with certainty because of the number and creditworthiness of PRPs involved. Through the assessment process, CSXT monitors the creditworthiness of such PRPs in determining ultimate liability.

Based upon such reviews and updates of the sites with which it is involved, CSXT has recorded, and reviews at least quarterly for adequacy, reserves to cover estimated contingent future environmental costs with respect to such sites. The recorded liabilities for estimated future environmental costs at Dec. 27, 1996, and Dec. 29, 1995, were \$117 million and \$137 million, respectively. These recorded liabilities include amounts representing CSXT's estimate of unasserted claims, which CSXT believes to be immaterial. The liability has been accrued for future costs for all sites where the company's obligation is probable and where such costs can be reasonably estimated. The liability includes future costs for remediation and restoration of sites as well as any significant ongoing monitoring costs, but excludes any anticipated insurance recoveries. The majority of the Dec. 27, 1996, environmental liability is expected to be paid out over the next five to seven years, funded by cash generated from operations.

The company does not currently possess sufficient information to reasonably estimate the amounts of additional liabilities, if any, on some sites until completion of future environmental studies. In addition, latent conditions at any given location could result in exposure, the amount and materiality of which cannot presently be reliably estimated. Based upon information currently available, however, the company believes that its environmental reserves are adequate to accomplish remedial actions to comply with present laws and regulations, and that the ultimate liability for these matters will not materially affect its overall results of operations and financial condition.

EXHIBIT D

EXHIBIT D

**CSX Intermodal
59th Street Terminal (Projected Employment)**

<u>Number of Positions</u>	<u>Job Title</u>	<u>Job Description</u>	<u>Job Qualification</u>	<u>Compensation (\$/year)</u>
1	Terminal Manager	Responsible for the overall operation of the facility, including lifts, inbound and outbound trains, loading and unloading, and customer service	College Degree / 10 yr Experience in Intermodal Operations	\$ 60,000 - \$90,000
3	Managers	Responsible for the lifting, train arrival and departure, loading and unloading, equipment maintenance, and yard maintenance.	College Degree / 5 yr Experience in specific area of Responsibility	\$45,000 - \$55,000
7	Supervisors	Responsible for the supervising rail car inspections, lifting, equipment maintenance, yard maintenance, and administrative duties.	College Degree with supervisory experience in Transportation or related areas.	\$30,000 - \$45,000
6 - 7	Yard Masters / Train Masters	Responsible for the movement of arriving and departing trains.	5 years experience in intermodal terminal and rail operations.	\$40,000 - \$50,000
25 - 30	Intermodal Service Representatives	Responsible for customer service, driver coordination, gate inspections, Billing, customs documentation, and data input.	Minimum High School graduate with good communication skills, and a good attitude.	\$26,000 - \$32,000
40 - 50	Contracted Lift & Facility Equipment Operators	Responsible for the operation of overhead cranes, side lift equipment and Hostler "Jockey" Trucks	Physical required, experience preferred as a operator for the lift equipment and the Hostler Trucks.	\$25,000 - \$35,000
25 - 35	Contracted Lift & Facility Equipment Maintenance Personnel	Responsible for the maintenance of the overhead cranes, side lift equipment and Hostler "Jockey" Trucks	Experienced Heavy Duty Mechanics with experience in lift and yard equipment maintenance.	\$25,000 - \$35,000
50 - 60	Independent Drayage Contractor, Contracted with CSXI, Provides Opportunity for Self Employment	Responsible for freight drayage from the terminal to customer location, usually within 100 miles and upholding the CSXI image when interacting with the customer and public.	Certified as a Class 1, Commercial Drivers License, with Haz-mat endorsement with minimum 2 years safe driving experience.	Net: \$25,000 - \$50,000
157-193	Compensation does not include Overtime pay.			
175 avg.				

Specification No. _____

Contract No. _____

Amendment/Modification No. _____

ADDITIONAL DISCLOSURE

Pursuant to Executive Order No. 97- 1, the Contractor (which term shall include other persons doing city business) must make certain disclosures with respect to attorneys, lobbyists, accountants, consultants, subcontractors or any other persons who have been retained by the Contractor with respect to the Contract, or other city business, or above referenced amendment/modification. The Contractor or other person doing city business must disclose the name, business address, relationship and fees paid or estimated to be paid. Any disclosure must conform to any applicable state law.

Subcontractor means any person or entity entering into a contract whether written or oral as a result of, or in reliance upon, or to supply goods or services pursuant or incidental to, the Contract with the City. The term Subcontractor includes subcontractors of any tier.

"Lobbyist" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (ii) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

The Contractor or other person doing city business hereby certifies that the following parties are EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor or any other person retained or anticipated to be retained or under consideration to be retained by the Contractor or person doing city business with respect to or in connection with the Contract or city business. Disclosure of Contractor's or other persons employees, paid solely through the regular payrolls of the Contractor for which the Contractor deducts or withholds taxes is not required.

(Attach additional sheets if necessary.)

See Attached Supplemental Affidavit

Name	Business Address	Relationship (attorney, lobbyist, subcontractor, etc.)	Fees (paid or estimated)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Contractor hereby certifies that the information supplied in this Supplemental Affidavit is complete and entire, and that no relevant information has been withheld.

The Contractor understands and agrees that the City may rely on the information provided herein. The Contractor understands and agrees that the provision of any false, incomplete or inaccurate information shall constitute default under the Contract and may result in termination of the Contract.

The Contractor understands that the purpose of Executive Order 97-1 is to promote public confidence in government and its decision-making by providing disclosure of persons or entities benefiting from City contracts. Therefore, in any case where the Contractor is uncertain of whether a disclosure is required under this Supplemental Affidavit, the Contractor must either ask the City whether the disclosure is required or make the disclosure.

Under penalty of perjury, I certify that I am authorized to execute this Supplemental Affidavit on behalf of the Contractor, that I have personal knowledge of all the information disclosed herein and that the same are true and complete.

Signature of Authorized Officer

Date: _____

Name of Authorized Officer (print or type)

Title

State of _____
County of _____

Signed and sworn to before me this _____ day of _____, 19____, by

(name) as _____ (title) of

(Contractor).

Notary Public

My commission expires _____

Specification No. _____
Contract No. _____
Amendment/Modification No. _____

SUPPLEMENTAL AFFIDAVIT

CSX Intermodal, Inc., (the "Contractor") hereby acknowledges and agrees that the following provision is hereby added to the above referenced Contract (the "Contract"):

Pursuant to Executive Order No. 97-1, the Contractor must make certain disclosures with respect to attorneys, lobbyists, accountants, consultants, subcontractors or any other persons who have been retained by the Contractor with respect to the Contract or above-referenced amendment/modification. The Contractor must disclose the name, business address, relationship and fees paid or estimated to be paid. The disclosure of fees is not required if such disclosure is **NOT ALLOWED** under state law.

Subcontractor means any person or entity entering into a contract whether written or oral as a result of, or in reliance upon, or to supply goods or services pursuant or incidental to, the Contract with the City. The term Subcontractor includes subcontractors of any tier

"Lobbyist" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (ii) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

The Contractor hereby certifies that the following parties are **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor or any other person retained or anticipated to be retained or under consideration to be retained by the Contractor with respect to or in connection with the Contract. Disclosure of Contractor's employees paid solely through the regular payrolls of the Contractor for which the Contractor deducts or withholds taxes is not required.
(Attach additional sheets if necessary)

See Exhibit A Name	Business Address	Relationship (attorney, lobbyist, subcontractor, etc)	Fees (paid or estimated)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Contractor hereby certifies that the information supplied in this Supplemental Affidavit is complete and entire, and that no relevant information has been withheld.

The Contractor understands and agrees that the City may rely on the information provided herein. The Contractor understands and agrees that the provision of any false, incomplete or inaccurate information shall constitute default under the Contract and may result in termination of the Contract.

The Contractor understands that the purpose of Executive Order 97-1 is to promote public confidence in government and its decision-making by providing disclosure of persons or entities benefitting from City contracts. Therefore, in any case where the Contractor is uncertain of whether a disclosure is required under this Supplemental Affidavit, the Contractor must either ask the City whether the disclosure is required or make the disclosure.

Under penalty of perjury, I certify that I am authorized to execute this Supplemental Affidavit on behalf of the Contractor, that I have personal knowledge of all the information disclosed herein and that the same are true and complete.

William E. Cromwell
Signature of Authorized ~~Officer~~ Agent

Date: Nov. 7, 1997

William E. Cromwell
Name of Authorized ~~Officer~~ (print or type) Agent

Authorized Agent
Title

State of Illinois
County of Cook

Signed and sworn to before me this 7th day of November, 1997, by
William E. Cromwell (name) as Authorized Agent (title) of
CSX Intermodal, Inc. (Contractor).



Jonathan M. Reinsdorf
Notary Public

My commission expires: May 30, 2001

EXHIBIT A

<u>Name</u>	<u>Business Address</u>	<u>Relationship</u>	<u>Estimated Fees</u>
Katten Muchin & Zavis Donna Pugh Jonathan Reinsdorf	525 West Monroe Chicago, Il 60661	Regional Counsel	\$20,000
Jasculca/Terman & Associates Jim Terman Rick Jasculca Julia Meretta Anne St. Germain	730 North Franklin Chicago, Il 60610	Public Relations & lobbying	\$9,500
Insight Research Elizabeth Morris	9441 LBJ Freeway Dallas, Texas	Economic Benefits Consultant	\$35,000
Lakota Group John LaMotte	223 W. Erie, 3NE Chicago, IL 60610	Land Planner	\$15,000

Expenses related to the Neighborhood Investment Funds Agreement (the "Contract")

CSX INTERMODAL, INC. JOBS COVENANT

THIS COVENANT made this 10th day of December, 1997 by CSX Intermodal, Inc. ("CSX"); and

WHEREAS, CSX desires to develop and construct a truck/train intermodal facility on property located approximately between West Garfield Blvd. and 71st Street and Oakley Avenue and Hoyne Avenue ("Facility").

WHEREAS, CSX desires to involve the community in the construction as well as the initial terminal hiring for such Facility to help promote good relations and economic prosperity within the community, of which CSX is a member.

NOW, THEREFORE, CSX voluntarily agrees to the following covenants in respect to the Facility:

1. CSX will endeavor to award not less than thirty percent (30%) of the subcontracted construction dollars, exclusive of overhead and profit, general conditions, and specialized construction or equipment (including), but not limited to the following: trackwork and bridge steel ("Contract Dollars"), to qualified African-American firms and five percent (5%) of such construction dollars to qualified women-owned businesses. Subcontractors, and material suppliers shall all count toward meeting this goal.
2. Payments to subcontractors shall be for work completed and accepted within a calendar month, and shall be made approximately twenty days after the end of the month. Retention rates to subcontractors shall not exceed five percent (5%). After seventy-five percent (75%) of the subcontractor's work is completed, retention shall be reduced to two percent (2%).
3. Payments from CSX to the general contractor shall be deposited into an African-American bank, from which checks shall be drawn for payment to subcontractors.
4. CSX will endeavor to reach a goal of thirty percent (30%) qualified African-American and five percent (5%) women-owned business participation among the tradespersons and teamsters working on-site or delivering materials to, from or for the project exclusive of specialized construction (e.g., trackwork). CSX will retain United Services Incorporated of Chicago and the Englewood Community Development Partnership, Inc. (subject to approval by CSX of the cost of such service) to manage a referral system to assist in meeting this goal.
5. CSX will make office space available for one observer per work-shift to monitor the participation described in paragraph 4 above. CSX will make available to GABCO/Community Construction Coalition and the Englewood Community Development Partnership, Inc. reports covering African-American participation as described in paragraphs 1 and 4 above.

6. CSX will endeavor to hire up to fifty percent (50%) of the initial permanent terminal jobs from among qualified residents of the Englewood, West Englewood and Chicago Lawn Communities (the "Community").

7. CSX will provide thorough training for all qualified initial terminal new hires from the Community.

8. CSX will interview employment applicants for initial permanent terminal jobs at the Evening Star Baptist Church ("Church") on two business days, two evenings, and one Saturday prior to completion of the facility. CSX will supply flyers for the general community's awareness of such interviews to the Church and to the ward office of Alderman Virgil Jones and Alderman Shirley Coleman.

9. CSX will implement a training program for qualified management and supervisory candidates at the intermodal facility.

10. It is expected that sundry items and lumber will be purchased in the Community and, to the extent economically practicable, CSX will endeavor to do so.

11. CSX will endeavor to hire all initial janitorial services and groundskeeping from qualified African-American firms (subject to the approval of CSX of the cost of such services).

12. CSX will work with two (2) Community representatives from the Community in order to further the goals of this Agreement.

13. CSX will comply with all federal and state environmental and transportation, laws, rules and regulations. This is including, but not limited to those of the U.S. Environmental Protection Agency, Illinois Environmental Protection Agency, the U.S. Department of Transportation, the Federal Railroad Administration and the Federal Highway Administration, as well as the policies and practices of the Association of American Railroads and CSX in the operation of the intermodal facility. No hazardous waste, hazardous materials or explosives will be stored as defined by the U.S. Department of Transportation under Section 174.14 of the Hazardous Materials Regulations at the intermodal facility.

[remainder of page intentionally left blank]

CSX INTERMODAL, INC.

Acknowledged and approved by the Community

By Maria Abraham (B7C)(D)

Rev. John L. D. HABLA
By

Rev. Hester L. D. (RHS 10)
By Miller H. Green Alder Sumnerville C.F.B.C.
George Luby Eugene Clark Jr.

John Carson

William Barrow

Ms. Ann Bouman

Annie Robinson

Harry Wilson

Monique Williams

John L. Lupton

Mary Lott

Charles Lindbergh

Cora Watson

Maurice Jackson

This is a voluntary commitment undertaken by CSX as a part of its efforts to promote both good relations and economic prosperity within the community, of which CSX is a member.

CSX INTERMODAL, INC.

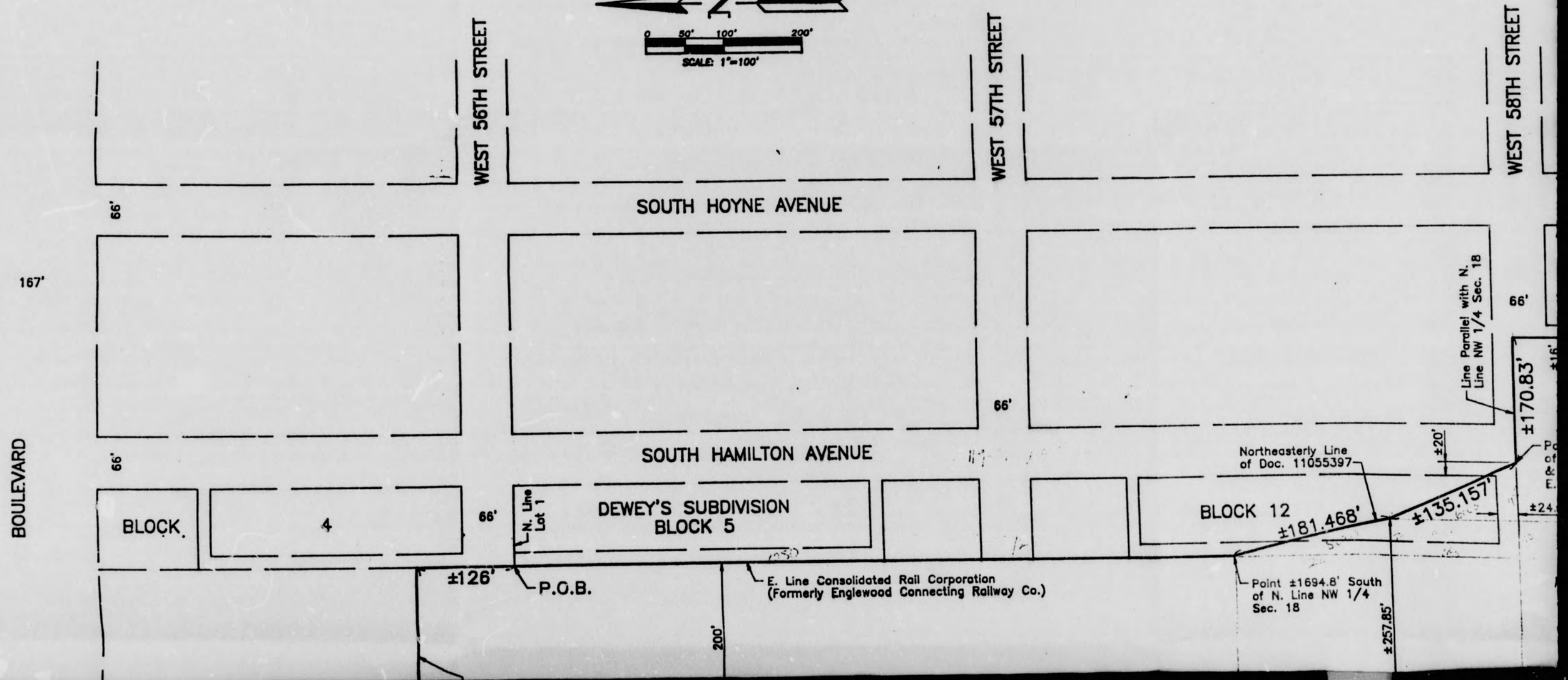
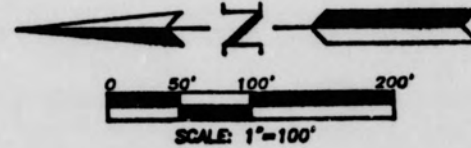
By: Robert M. Slecker
Name: Robert M. Slecker
Its: VP - Terminal Operations

Acknowledged and approved by the Community

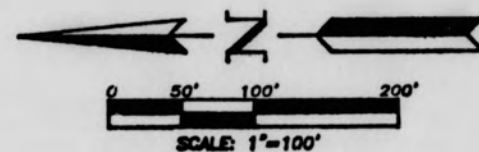
Lawson Brown Jr
By Lawson Brown Jr
By

TONIA C. TURNER
X Tonia C. Turner

PROPOSED PLANNED DEVELOPMENT CSX INTERMODAL YARD CHICAGO, ILLINOIS



PROPOSED PLANNED DEVELOPMENT CSX INTERMODAL YARD CHICAGO, ILLINOIS



WEST 56TH STREET

WEST 57TH STREET

WEST 58TH STREET

SOUTH HOYNE AVENUE

SOUTH HAMILTON AVENUE

DEWEY'S SUBDIVISION
BLOCK 5

BLOCK 12

DEWEY'S
SUBDIVISION
BLOCK 13

DEWEY'S
BLOCK

SUBDIVISION
18

±126' P.O.B.

E. Line Consolidated Rail Corporation
(Formerly Englewood Connecting Railway Co.)

Point ±1694.8' South
of N. Line NW 1/4
Sec. 18

Point ±1986.8' South
of N. Line NW 1/4 Sec. 18
& ±319.17' East of W. Line
E. 1/2 NW 1/4 Sec. 18

Southeast Corner
Lot 10 Block 13

Northeast Corner
Lot 1-Block 18
±167.0'

Northeast Co
Lot 7 Block

±49.97'
Northeast
Corner Lot
9 Block 18

±123.0'
E. Line
Lot 9

Southeast
Corner Lot
9 Block 18

Line Parallel with N.
Line NW 1/4 Sec. 18

±170.83'

S. Line
Block 13

±16'

±125.1'

±66'

66'

Northeasterly Line
of Doc. 11055397

±181.468'

±135.157'

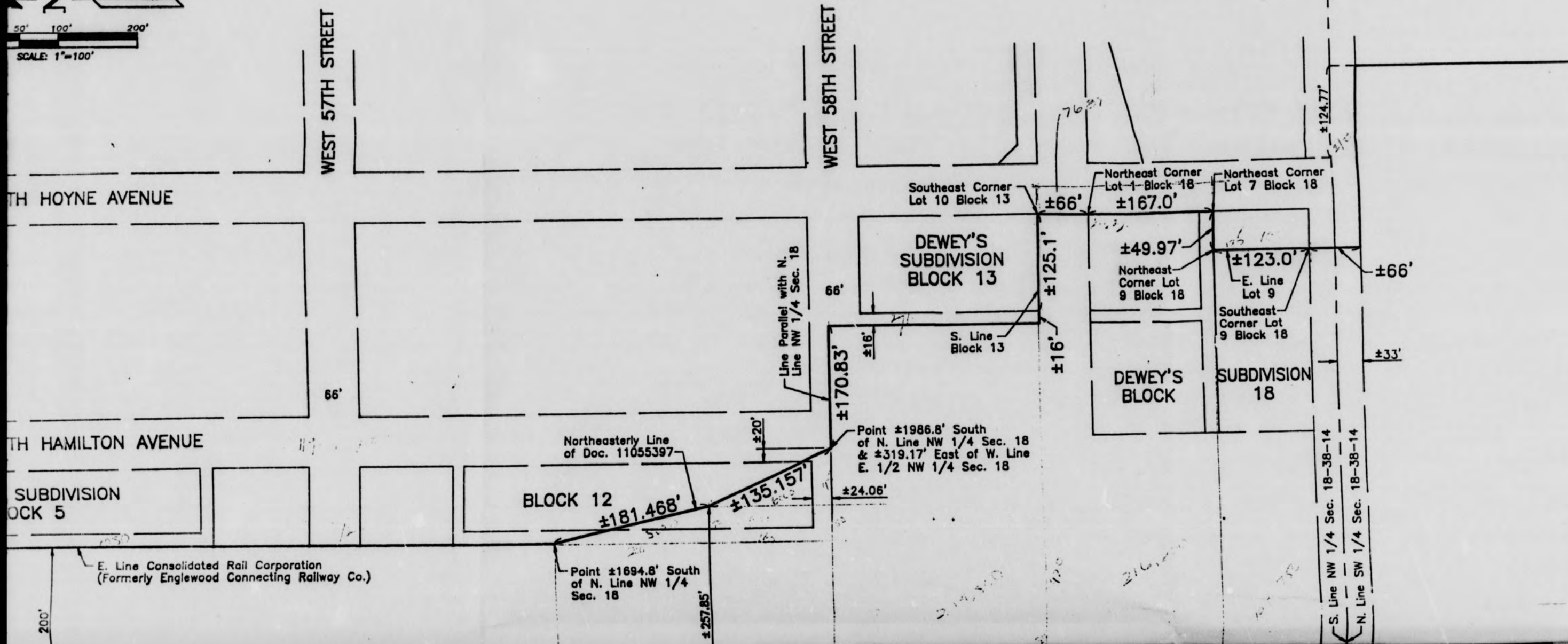
±24.06'

±257.85'

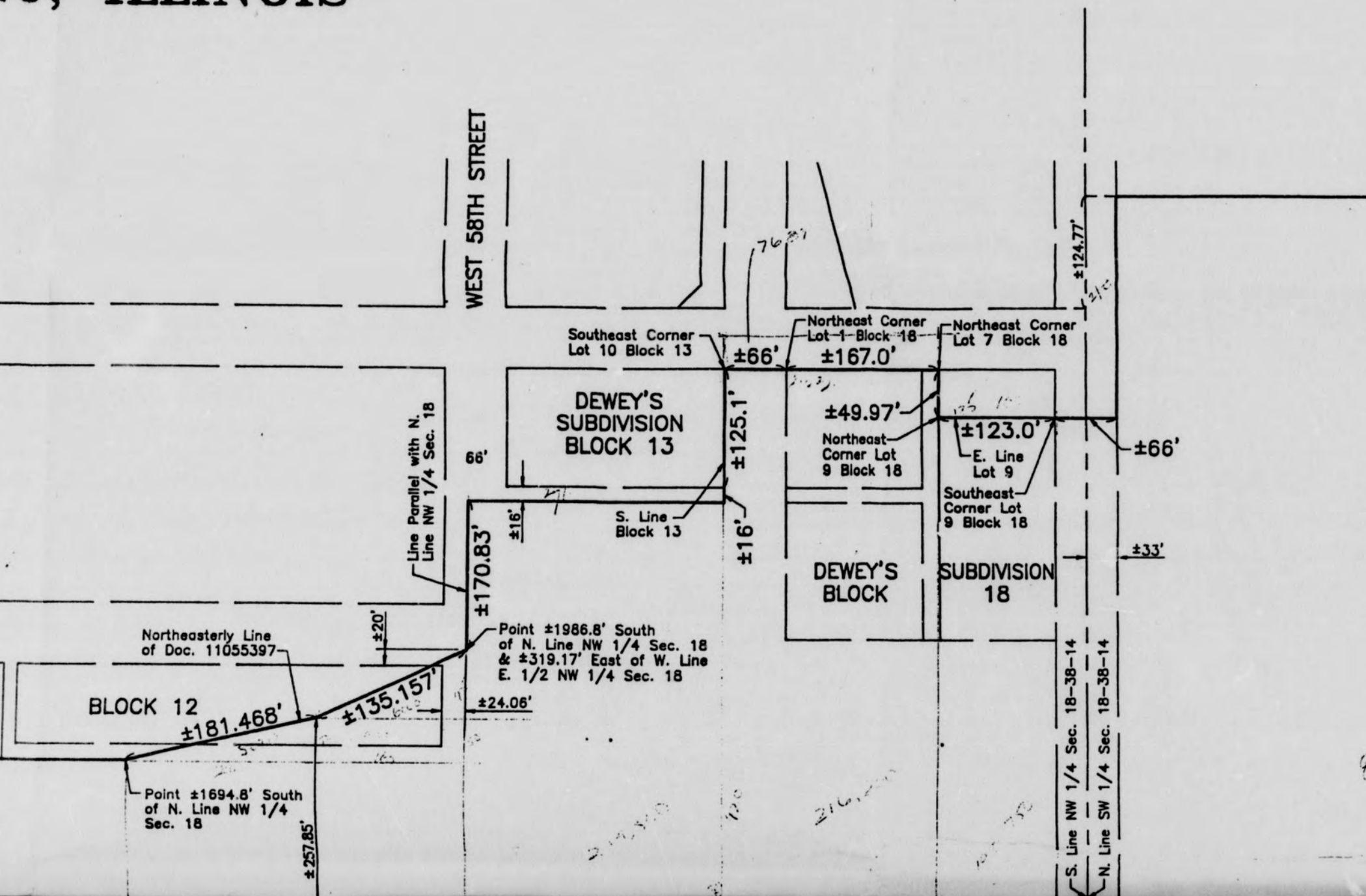
200'

50'
SCALE:

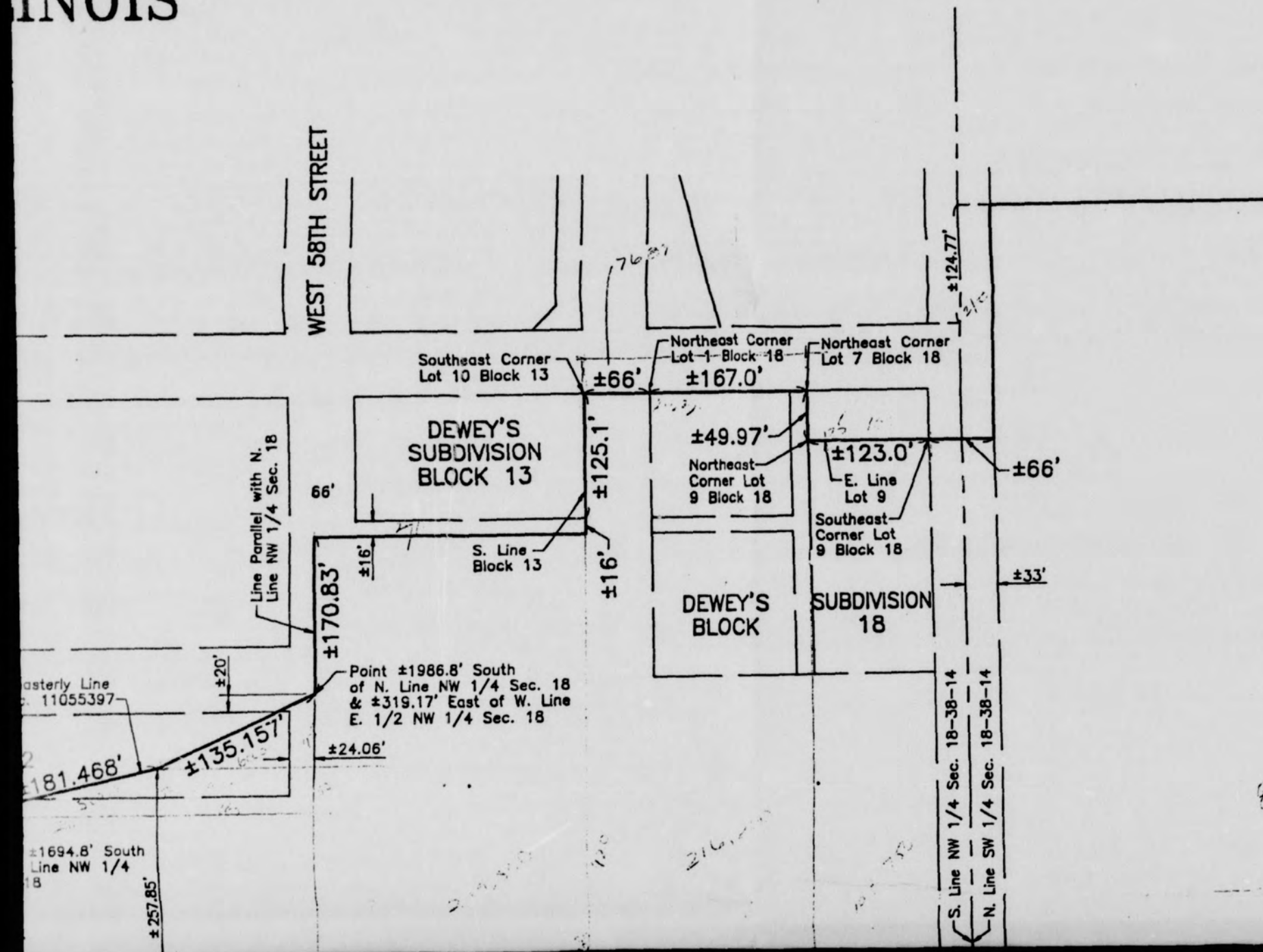
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PLANNED DEVELOPMENT INTERMODAL YARD CHICAGO, ILLINOIS



DEVELOPMENT AL YARD INOIS



BOULEVARD

66'

BLOCK.

4

66'

N. Line
Lot 1

DEWEY'S SUBDIVISION
BLOCK 5

SOUTH HAMILTON AVENUE

±126'

P.O.B.

200'

E. Line Consolidated Rail Corporation
(Formerly Englewood Connecting Railway Co.)

W. Line E. 1/2 NW 1/4 Sec. 18-38-14

E. Line W. 1/2 NW 1/4 Sec. 18-38-14

±419'

Line ±60' North & parallel
with N. Line of West
56th Street

±4'

$R = \pm 2456.31'$
 $A = \pm 707'$

±50'

S. Line SW 1/4 Sec. 7-38-14

N. Line NW 1/4 Sec. 18-38-14

GARFIELD

SOUTH OAKLEY AVENUE

STB

FD

33388

2-26-98

K

BUSINESS

3/4

Site Traffic Assignment

The estimated directional distribution shown on Figures 3 and 4, were applied to the estimated project generated traffic shown in Table 1, resulting in the site traffic assignment for the proposed development. **Figure 5** illustrates the site traffic assignment.

Total Traffic Assignment

The site generated peak hour traffic (Figure 5) was added to the existing traffic (Figure 2) to determine a total traffic estimate. The total traffic estimate is shown in **Figure 6**.

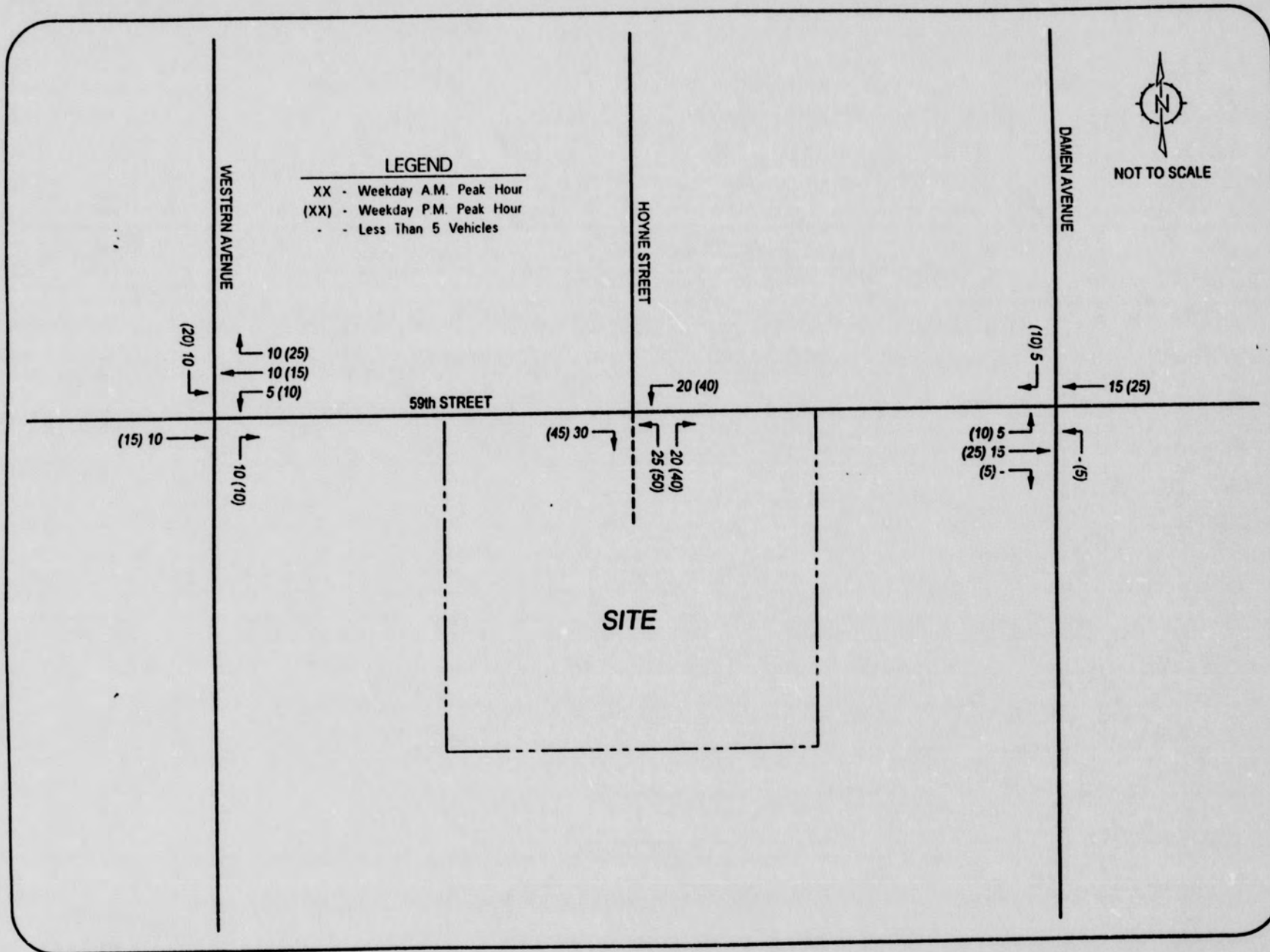
IV. ANALYSIS AND RECOMMENDATIONS

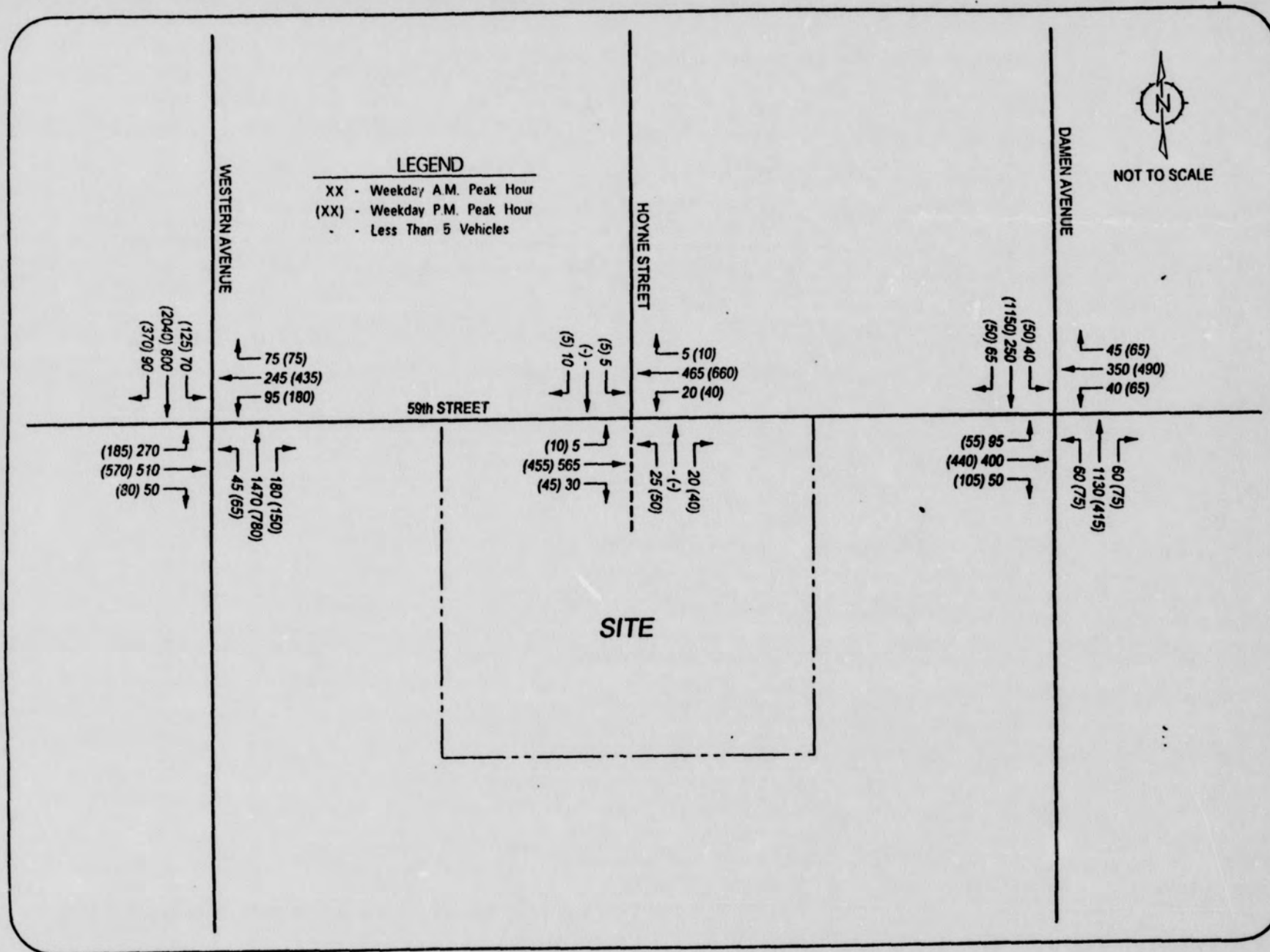
Analyses were conducted to determine if the site traffic can be efficiently integrated into the surrounding roadway network. The analyses conducted included weekday morning and evening peak hour capacity evaluations of the intersections of 59th Street/Western Avenue, 59th Street/Damen Avenue, and 59th Street/Hoyne Street.

Capacity Analysis

The effectiveness of how well an intersection operates is measured in terms of Levels of Service (LOS). Levels of Service is expressed in seconds of delay. Levels of Service range from LOS "A" (best) to LOS "F" (worst). The minimum intersection LOS accepted by the Illinois Department of Transportation is LOS "D". A more thorough description of the various Levels of Service is attached to this report for reference.

Capacity analyses were conducted for the signalized intersections of 59th Street/Western Avenue, 59th Street/Damen Avenue, and the unsignalized intersection of 59th Street and Hoyne Street to determine the overall operations of the intersection before and after the addition of the site traffic. The analysis was conducted for the peak hours for both existing traffic and future conditions (total traffic assignment) using the existing intersection geometry. Table 2 shows the results of the capacity analyses.





TOTAL TRAFFIC ASSIGNMENT

FIGURE: 6

TABLE 2
INTERSECTION LEVEL OF SERVICE

	Existing Conditions		Future Conditions	
Signalized Intersections	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
59th St./Western Ave.	C+	D+	C+	D
Average Delay in secs.	16.4 secs.	32.5 secs.	17.2 secs.	36.2 secs.
59th St./Damen Ave.	B+	B	B+	B
Average Delay in secs.	9.7 secs.	10.1 secs.	9.8 secs.	10.7 secs.
Unsignalized Intersection	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Site Access/59th St./Hoyne St.	A	A	A	A

As can be seen in Table 2, the intersection, under current conditions, operates within acceptable standards during both the A.M. and P.M. peak hours. After the addition of the site traffic generated by the proposed development, the intersection will continue to operate at an acceptable level of service during the morning and evening peak hours. This assumes that 100% of the employee traffic ingressing and egressing the new facility is driving a vehicle and that the geometry at the three studied intersections remains the same. Based on these findings, there will be a little or no impact at all at the 59th Street/Western Avenue, 59th Street/Damen Avenue and 59th Street/Hoyne Street/Site Access intersections due to the addition of the site traffic from the proposed intermodal yard.

Traffic Signal Justification Analysis

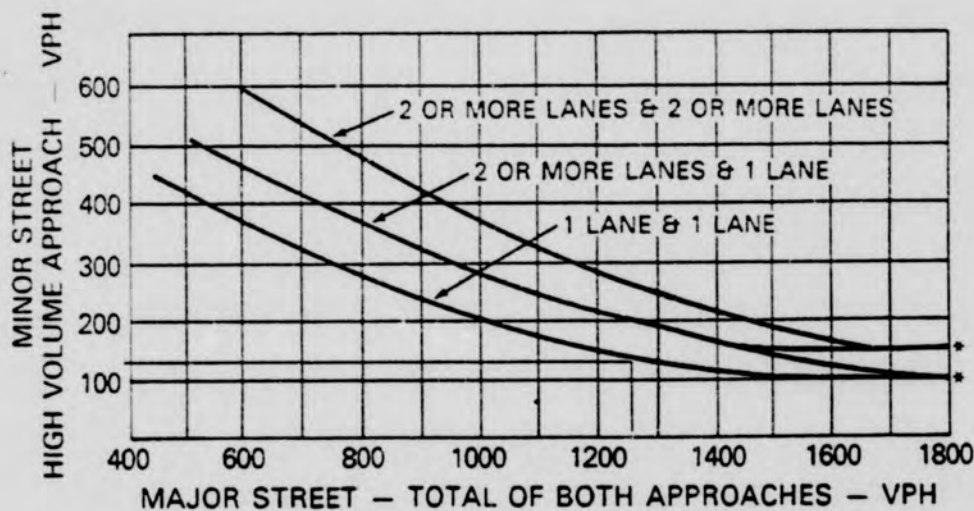
Metro also conducted a signal warrant analysis for the intersection of the proposed site access and 59th Street. The objective was to determine if the intersection meets any of the warrants for installing traffic signals which are established in the Manual on Uniform Traffic Control Devices (MUTCD), published by the U.S. Department of Transportation. The traffic signal warrants are the minimum conditions which must be met before installation of a traffic signal is considered.

The determination of whether a traffic signal is required is based upon 11 warrants found in the MUTCD. It is stated that if one or more of the warrants are satisfied, a

traffic signal is justified and could be installed. For this location and for the purpose of the study, Warrant 11 - Peak Hour Volume was used. Warrants 1 (Minimum Vehicular Volume) and 2 (Interruption of Continuous Traffic) could not be used because the traffic volumes on 59th Street and the site access would not satisfy the requirements. Warrants 3 (Minimum Pedestrian Volume), 4 (School Crossings), 5 (Progressive Movement), 6 (Accident Experience), 7 (Systems), 8 (combination of Warrants), 9 (Four Hour Volume), and 10 (Peak Hour Delay) were not appropriate or did not meet the requirements for this specific case.

- **Warrant 11 - Peak Hour Volume** - The peak hour volume warrant is satisfied when the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicle per hour of the higher volume minor street approach (one direction only) for one hour (any four consecutive 15-minute periods) of an average day falls above the curve in Figure 4-5 for the existing combination of approach lanes

Figure 4-5 Peak hour volume warrant.



*NOTE: 150 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 100 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.

As can be seen from figure 4-5, the total traffic volumes generated by the intermodal yard fall short of the minimum required for the 2 or more lanes & 1 lane configuration. It



should also be noted that traffic from the site also falls short of satisfying the minimum volumes required for the 1 lane & 1 lane configuration. In conclusion, due to the low volumes generated by the proposed facility, a traffic signal is not warranted at this location.

Access Analysis

Primary access to the site will be provided via one driveway on 59th Street and a secondary access on 71st Street for emergency vehicles only. The driveway on 59th Street will provide full ingress and egress movements. This driveway should be 48 feet wide to provide two 12 foot inbound and two 12 foot outbound lanes. The outbound lanes should be signed and striped for a left turn lane and a combined through and right-turn lane. Also the outbound movements should be controlled by a stop sign at 59th Street. According to the book A Policy on Geometric Design of Highways and Streets, published by the American Association of State and Highway Officials, the access drive should have a minimum curve radius of 45 feet to provide adequate turning area for a truck with a 42 feet long trailer (WB-62).

Auxiliary Lane Analysis

Metro conducted an auxiliary left-turn lane analysis at the intersection of 59th Street/Hoyne Street/proposed access drive. Metro used the document titled Guidelines for Left-Turn Lanes, published by the Institute of Transportation Engineers, to determine if a left-turn lane is needed at this intersection. The graphs for a roadway with a speed limit of 30 miles per hour show that a left turn lane is needed at this location. The left turn lane, for westbound traffic on 59th street, should be designed to CDOT standards.

Recommendations

In order to accommodate the additional traffic that will be generated by the proposed development, the following improvements are needed:

- 1) The access drive on 59th Street should be 48 feet wide to provide two 12 foot inbound and two 12 foot outbound lanes.
- 2) A left turn lane for westbound traffic on 59th Street should be provided at the access drive. This left turn lane should be designed in accordance with CDOT standards.



V. CONCLUSION

Based on the analysis conducted by Metro, the traffic to be generated by the proposed intermodal yard will result in the following:

- The addition of the site generated traffic will have little impact on the traffic flows of the surrounding roadway system.
- The site access drive, as recommended, will accommodate the site traffic with minimal impacts on the adjacent street.
- The signalized intersections of 59th Street/Western Avenue and 59th Street/Damen Avenue will continue to operate at above acceptable levels of service.
- The unsignalized intersection of 59th Street/Hoyne Street/Site Access drive will function at above the acceptable level of service.
- A left turn lane for westbound traffic is recommended to avoid possible conflicts with the through movements.

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APPENDIX

The appendix contains the following information:

- **Manual turning movement counts for 59th Street/Western Avenue, 59th Street/Damen Avenue and 59th Street/Hoyne Street**
- **Capacity Analyses for 59th Street/Western Avenue, 59th Street/Damen Avenue and 59th Street/Hoyne Street**
- **Summary of Various Levels of Service**

PROJECT: 0
DATE: 7/17/87
DAY: THURSDAY
WEATHER: SUNNY
COUNT TIME: 7:00 AM - 9:00 AM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

HOYNE & 59TH ST.

15 MIN BEGIN	HOYNE								88TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:00 AM	0	0	0	0	1	0	1	2	1	47	0	48	0	60	1	61	111
7:15 AM	0	0	0	0	2	0	1	3	1	64	0	65	0	74	0	74	142
7:30 AM	0	0	0	0	1	0	1	2	3	112	0	115	0	90	1	91	208
7:45 AM	0	0	0	0	3	0	4	7	1	120	0	121	0	105	0	105	233
8:00 AM	0	0	0	0	1	0	1	2	2	154	0	156	0	122	2	124	282
8:15 AM	0	0	0	0	1	0	2	3	2	166	0	168	0	129	0	129	300
8:30 AM	0	0	0	0	2	0	3	5	1	124	0	125	0	109	1	110	240
8:45 AM	0	0	0	0	2	0	1	3	1	119	0	120	0	91	0	91	214
TOTAL:	0	0	0	0	13	0	14	27	12	906	0	918	0	780	5	785	1730

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

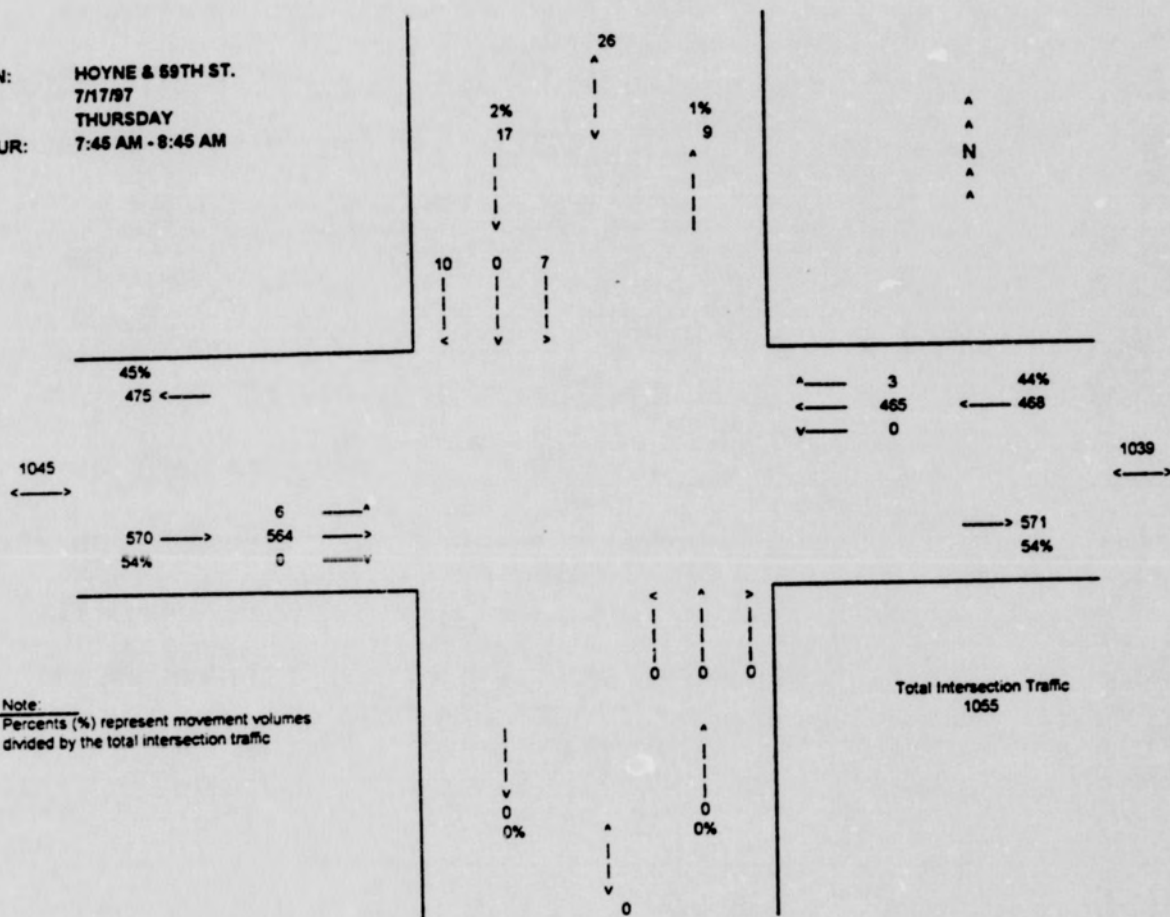
HOYNE & 59TH ST.

HOUR BEGIN	MOYNE								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:00 AM	0	0	0	0	7	0	7	14	6	343	0	349	0	329	2	331	894
7:15 AM	0	0	0	0	7	0	7	14	7	450	0	457	0	391	3	364	865
7:30 AM	0	0	0	0	6	0	6	14	8	552	0	560	0	446	3	449	1023
7:45 AM	0	0	0	0	7	0	10	17	6	564	0	570	0	485	3	488	1065
8:00 AM	0	0	0	0	8	0	7	13	6	563	0	569	0	451	3	454	1036

PEAK HOUR SUMMARY

HOUR BEGIN	HOYNE								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7 45 AM	0	0	0	0	7	0	10	17	8	564	0	570	0	485	3	488	1055
	PHF = 0.88																

LOCATION: HOYNE & 59TH ST.
 DATE: 7/17/97
 DAY: THURSDAY
 PEAK HOUR: 7:45 AM - 8:45 AM



PROJECT: 0
 DATE: 7/17/97
 DAY: THURSDAY
 WEATHER: SUNNY
 COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

HOYNE & 59TH ST.

15 MIN BEGIN	HOYNE								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	0	0	0	0	2	0	1	3	2	44	0	46	0	135	3	138	187
4:15 PM	0	0	0	0	2	0	2	4	2	81	0	83	0	154	3	157	224
4:30 PM	0	0	0	0	3	0	3	6	3	87	0	90	0	146	2	148	244
4:45 PM	0	0	0	0	1	0	1	2	2	102	0	104	0	172	2	174	280
5:00 PM	0	0	0	0	2	0	1	3	3	115	0	118	0	177	4	181	302
5:15 PM	0	0	0	0	1	0	1	2	4	127	0	131	0	150	2	151	294
5:30 PM	0	0	0	0	1	0	3	4	3	109	0	112	0	151	2	153	269
5:45 PM	0	0	0	0	1	0	2	3	3	71	0	74	0	145	1	146	223
TOTAL	0	0	0	0	13	0	14	27	22	716	0	738	0	1239	19	1258	2023

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

HOYNE & 59TH ST.

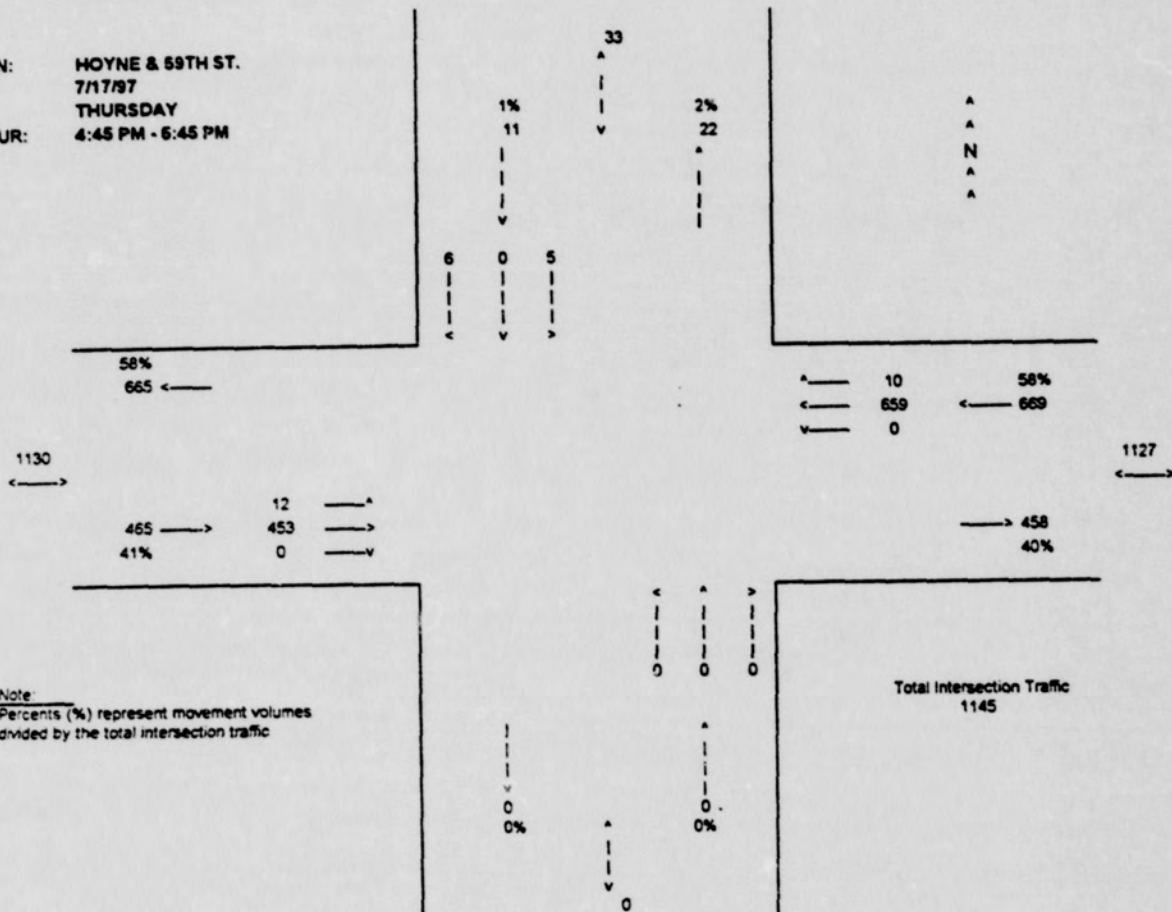
HOUR BEGIN	HOYNE								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	0	0	0	0	8	0	7	15	9	294	0	303	0	807	10	817	935
4:15 PM	0	0	0	0	8	0	7	15	10	365	0	375	0	849	11	860	1050
4:30 PM	0	0	0	0	7	0	6	13	12	431	0	443	0	854	10	864	1120
4:45 PM	0	0	0	0	5	0	6	11	12	453	0	465	0	859	10	869	1145
5:00 PM	0	0	0	0	5	0	7	12	13	422	0	435	0	832	9	841	1086

PEAK HOUR SUMMARY

HOUR BEGIN	HOYNE								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4 45 PM	0	0	0	0	5	0	6	11	12	453	0	465	0	859	10	869	1145
																PMF =	0.95

PMF = 2.95

LOCATION: HOYNE & 69TH ST.
 DATE: 7/17/97
 DAY: THURSDAY
 PEAK HOUR: 4:45 PM - 6:45 PM



PROJECT: 0
DATE: 7/16/97
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 7:00 AM - 9:00 AM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

DAMEN & 59TH ST.

15 MIN BEGIN	DAMEN								99TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:00 AM	8	85	14	107	1	81	3	85	3	28	10	41	7	48	8	63	298
7:15 AM	16	274	15	305	4	50	3	57	15	42	3	60	8	55	5	68	490
7:30 AM	9	320	25	354	11	45	9	65	12	76	8	96	6	60	7	73	597
7:45 AM	14	279	16	309	8	48	11	67	25	81	8	114	10	78	10	98	588
8:00 AM	17	277	13	307	6	57	15	78	31	111	11	153	9	85	13	107	645
8:15 AM	21	301	14	336	19	74	13	106	19	119	16	154	12	89	8	109	705
8:30 AM	9	274	18	301	9	73	18	100	15	75	12	102	7	82	15	104	607
8:45 AM	12	234	8	254	14	57	12	83	19	79	13	111	6	63	14	83	531
TOTAL:	106	2044	123	2273	72	485	84	641	139	611	81	831	65	509	60	714	4459

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

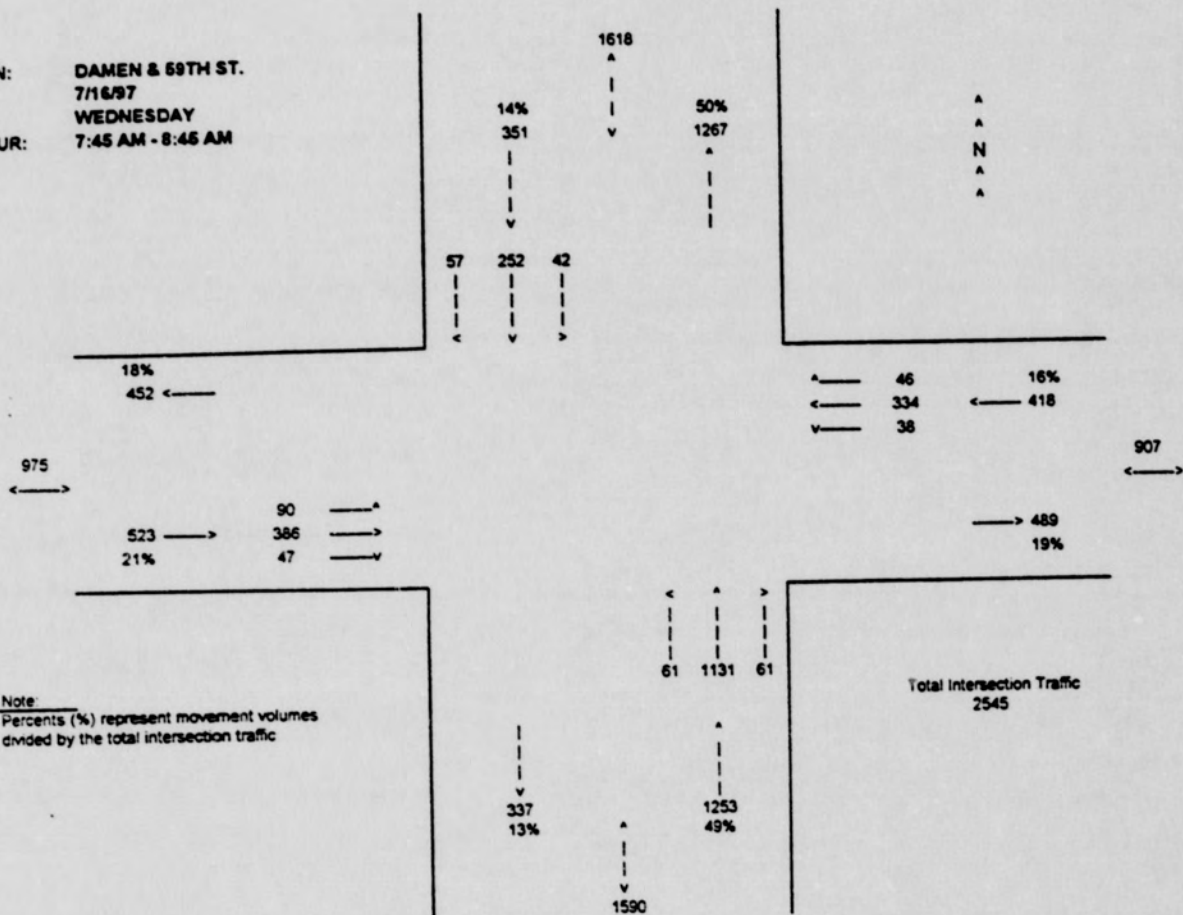
DAMEN & 59TH ST.

HOUR BEGIN	DAMEN								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:00 AM	47	958	70	1075	24	224	26	274	55	227	29	311	31	250	30	311	1971
7:15 AM	56	1150	89	1275	29	200	38	267	83	310	30	423	33	287	35	355	2320
7:30 AM	61	1177	88	1306	44	224	48	316	87	387	43	517	37	321	38	396	2535
7:45 AM	61	1131	61	1253	42	252	57	351	90	386	47	523	38	334	48	418	2545
8:00 AM	59	1086	53	1188	48	261	58	367	84	384	52	520	34	319	50	403	2458

PEAK HOUR SUMMARY

HOUR BEGIN	DAMEN								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:45 AM	61	1131	61	1253	42	252	57	351	90	386	47	523	36	334	46	418	0.90

LOCATION: DAMEN & 69TH ST.
 DATE: 7/16/97
 DAY: WEDNESDAY
 PEAK HOUR: 7:45 AM - 8:45 AM



PROJECT: 0
DATE: 7/16/97
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

DAMEN & 59TH ST.

15 MIN BEGIN	DAMEN								88TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	11	74	17	102	8	80	17	85	9	28	7	44	6	30	13	49	280
4:15 PM	10	111	20	141	5	142	7	154	10	80	5	75	11	100	5	116	486
4:30 PM	15	104	23	142	7	223	13	243	13	84	12	109	19	111	18	148	642
4:45 PM	17	92	9	118	12	293	8	313	9	88	21	116	22	114	8	144	691
5:00 PM	21	118	18	155	16	312	6	334	11	116	37	164	11	121	13	145	796
5:15 PM	18	101	26	145	14	324	16	354	13	131	30	174	13	118	27	158	831
5:30 PM	13	87	11	111	7	270	11	288	12	75	20	107	17	98	7	122	626
5:45 PM	7	78	11	94	15	253	6	274	13	62	16	91	14	89	15	118	577
TOTAL:	112	761	135	1008	84	1877	84	2045	90	642	148	880	113	781	106	1000	4933

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

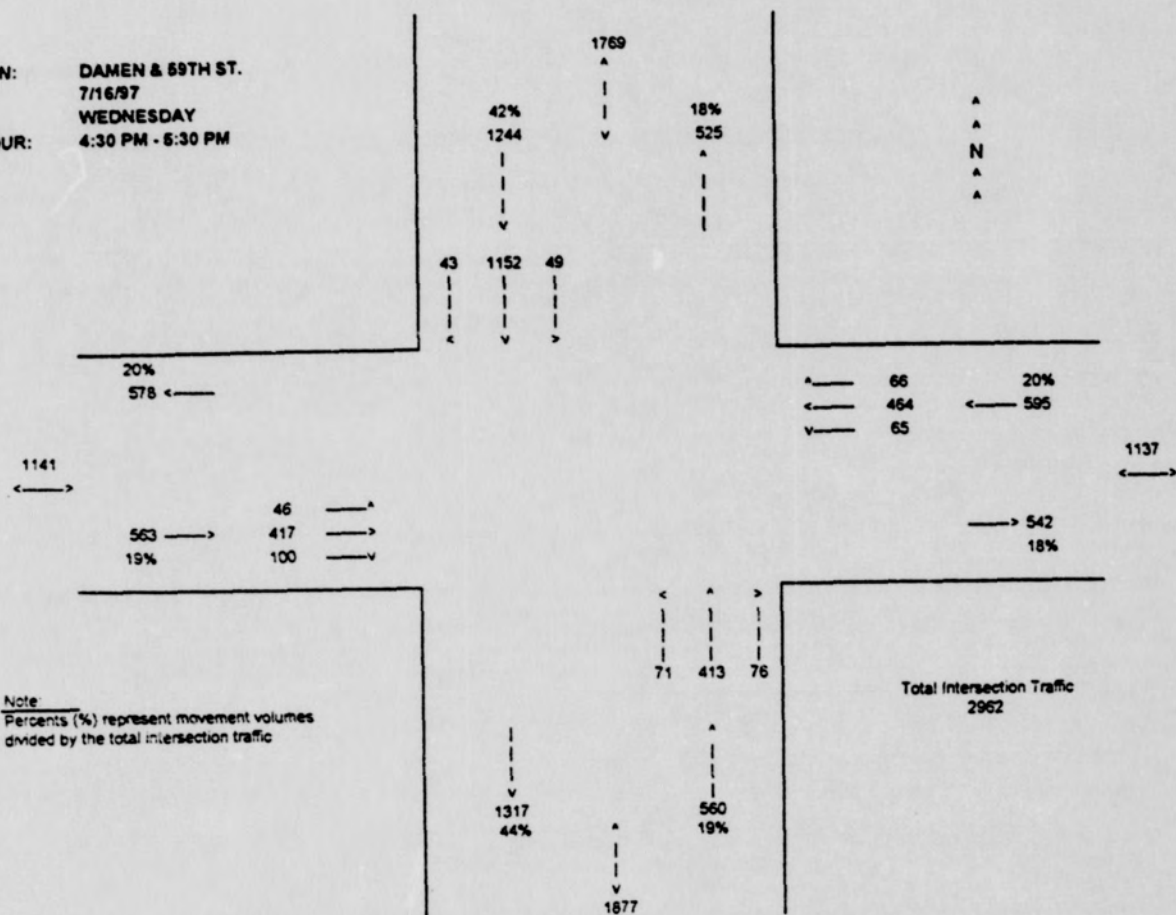
DAMEN & 53TH ST.

HOUR BEGIN	DAMEN								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4 00 PM	53	381	89	503	32	718	45	795	41	258	45	344	58	355	44	457	2099
4 15 PM	63	423	70	556	40	970	34	1044	43	346	75	464	63	448	44	553	2617
4 30 PM	71	413	76	560	49	1152	43	1244	46	417	100	563	65	464	66	595	2962
4 45 PM	69	396	64	529	49	1199	41	1289	45	408	108	561	63	451	55	569	2948
5 00 PM	59	360	66	505	52	1159	39	1250	49	384	103	536	55	426	62	543	2834

PEAK HOUR SUMMARY

HOUR BEGIN	DAMEN								99TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4 30 PM	71	413	78	560	49	1152	43	1244	46	417	100	563	85	484	86	595	
																	PWF = 0.89

LOCATION: DAMEN & 69TH ST.
 DATE: 7/16/97
 DAY: WEDNESDAY
 PEAK HOUR: 4:30 PM - 5:30 PM

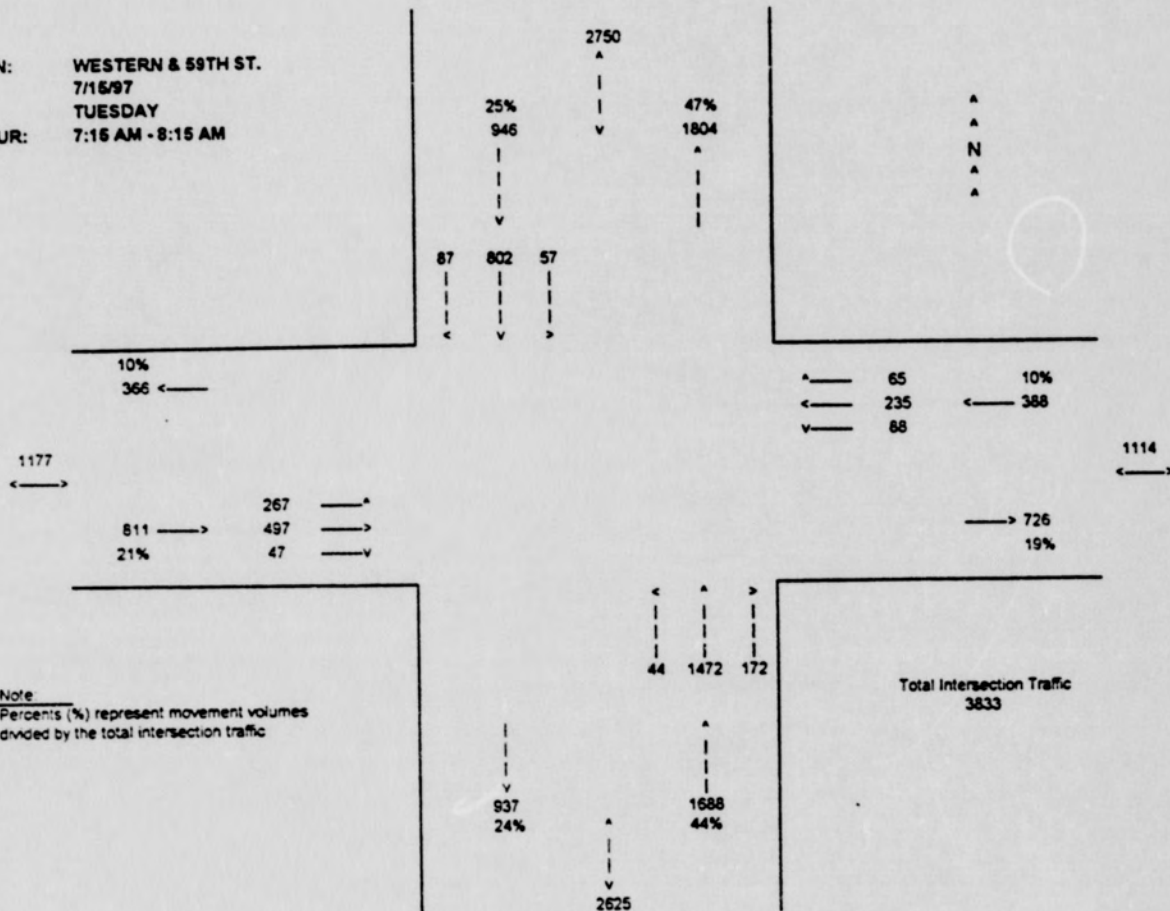


15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS																	
WESTERN & 59TH ST.																	
15 MIN BEGIN	WESTERN								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:00 AM	4	328	34	366	11	133	20	164	51	88	10	160	21	35	17	73	763
7:15 AM	12	383	35	440	9	181	23	213	83	137	9	229	15	55	13	83	985
7:30 AM	9	374	32	415	24	161	25	210	65	134	10	209	18	53	19	80	924
7:45 AM	13	371	46	430	12	197	23	232	73	118	8	199	26	66	14	108	989
8:00 AM	10	334	59	403	12	263	16	291	46	108	20	174	29	59	19	107	975
8:15 AM	8	348	40	396	17	197	23	237	90	93	14	197	29	42	14	85	915
8:30 AM	12	242	39	293	18	228	24	270	93	112	14	219	33	46	14	93	875
8:45 AM	10	260	33	303	26	211	53	292	71	80	10	161	27	41	8	74	830
TOTAL:	78	2650	318	3046	131	1571	207	1909	575	878	95	1548	198	399	116	713	7216

HOUR BEGIN	WESTERN								55TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7 00 AM	38	1466	147	1651	56	672	91	819	275	485	37	797	80	211	63	354	3621
7 15 AM	44	1472	172	1688	57	802	87	946	267	497	47	811	88	235	65	368	3633
7 30 AM	40	1427	177	1644	65	818	87	970	274	453	52	779	102	222	66	390	3783
7 45 AM	43	1295	184	1522	59	885	86	1030	302	431	58	789	117	215	61	393	3734
8 00 AM	40	1184	171	1395	75	899	116	1090	300	393	58	751	118	188	53	359	3595

HOUR BEGIN	WESTERN								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:15 AM	44	1472	172	1688	57	802	87	946	267	497	47	811	88	235	65	388	3833
																PMF = 0.99	

LOCATION: WESTERN & 59TH ST.
 DATE: 7/15/97
 DAY: TUESDAY
 PEAK HOUR: 7:15 AM - 8:15 AM



Note:
 Percents (%) represent movement volumes
 divided by the total intersection traffic

PROJECT: 0
DATE: 7/16/97
DAY: TUESDAY
WEATHER: SUNNY
COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

WESTERN & 59TH ST.

15 MIN BEGIN	WESTERN								99TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	14	161	31	206	21	389	70	480	44	91	12	147	39	91	11	141	974
4:15 PM	13	173	37	223	25	412	81	518	58	99	15	172	43	107	10	160	1073
4:30 PM	18	197	37	252	30	541	68	639	37	105	16	158	49	99	9	157	1206
4:45 PM	18	211	36	265	33	486	86	605	37	87	18	142	48	110	14	172	1184
5:00 PM	14	203	27	244	27	528	88	643	37	127	27	191	44	104	16	164	1242
5:15 PM	17	187	39	243	16	526	109	651	50	164	14	228	33	110	10	153	1275
5:30 PM	15	180	36	233	30	499	86	615	59	156	19	234	46	97	12	155	1237
5:45 PM	12	189	33	214	13	503	88	604	43	104	15	162	38	92	10	140	1120
TOTAL:	121	1481	278	1880	195	3684	676	4755	365	933	136	1434	340	810	92	1242	9311

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

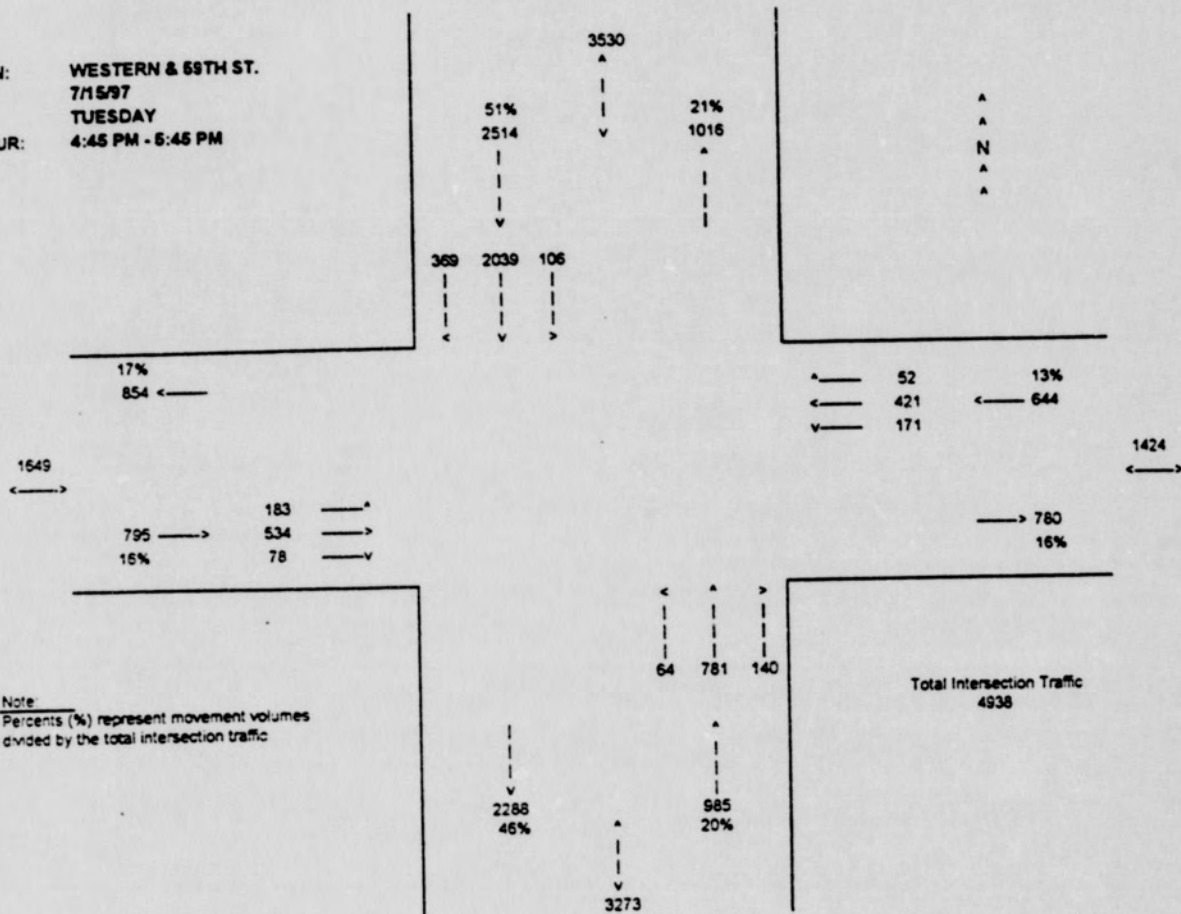
WESTERN & 59TH ST.

HOUR BEGIN	WESTERN							59TH ST.							INTER- SECTION TOTAL		
	NORTHBOUND				SOUTHBOUND			EASTBOUND				WESTBOUND					
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU		RIGHT	TOTAL
4:00 PM	63	742	141	946	109	1828	305	2242	176	362	61	619	179	407	44	630	4437
4:15 PM	63	784	137	984	115	1967	323	2405	169	418	76	663	184	420	49	653	4705
4:30 PM	67	798	139	1004	108	2061	351	2538	161	463	75	719	174	423	49	648	4907
4:45 PM	64	781	140	985	106	2039	369	2514	163	534	78	795	171	421	52	644	4938
5:00 PM	58	739	137	934	86	2056	371	2513	169	551	75	815	161	403	46	612	4674

PEAK HOUR SUMMARY

HOUR BEGIN	WESTERN								59TH ST.								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4 45 PM	64	781	140	985	106	2039	369	2514	183	534	78	795	171	421	52	644	4938
																PMF = 0.97	

LOCATION: WESTERN & 69TH ST.
 DATE: 7/15/97
 DAY: TUESDAY
 PEAK HOUR: 4:45 PM - 6:45 PM



3337-00 / CSX INTERMODAL YARD
59TH STREET / WESTERN AVENUE
EXISTING TRAFFIC, AM PEAK HOUR

08/28/97
13:32:16

SIGNAL94/TEAPAC[Ver 1.20] - Capacity Analysis Summary

Intersection Averages:

Degree of Saturation (v/c) 0.72 Vehicle Delay 16.4 Level of Service C+

Sq 11	Phase 1	Phase 2
/		
	+ + +	^
	+ + +	****
/ \	<+ + +>	<****
	V	^

North	<+ * +>	++++ V
	+ * +	++++>
	+ * +	++++
		V
	G/C=0.464	G/C=0.429
	G= 34.8"	G= 32.2"
	Y+R= 4.0"	Y+R= 4.0"
	OFF= 0.0%	OFF=51.8%

C= 75 sec G= 67.0 sec = 89.3% Y= 8.0 sec = 10.7% Ped= 0.0 sec = 0.0%

Lane Group	Width/Lanes	g/C Req'd	g/C Used	Service Rate @C (vph)	Adj @E	Volume	v/c	HCM Delay	L S	90% Max Queue
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N Approach

10.6 B

RT	8/1	0.129	0.478	593	656	89	0.136	8.3	B+	49 ft
TH	24/2	0.276	0.478	1720	1780	884	0.497	10.4	B	243 ft
LT	12/1	0.275	0.478	70	92	58	0.586	16.8	C+	32 ft

S Approach

18.1 C+

RT	8/1	0.198	0.478	593	656	179	0.273	9.0	B+	99 ft
TH	24/2	0.455	0.478	1720	1780	1624	0.912	19.3	*C+	447 ft
LT	12/1	0.158	0.478	97	124	47	0.362	10.2	B	26 ft

E Approach

11.8 B

LT+TH+RT	22/2	0.275	0.442	791	865	430	0.497	11.8	*B	126 ft
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W Approach

21.6 C

LT+TH+RT	22/2	0.428	0.442	944	1019	906	0.889	21.6	C	266 ft
----------	------	-------	-------	-----	------	-----	-------	------	---	--------

3337-00 / CSX INTERMODAL YARD
59TH STREET / WESTERN AVENUE
EXISTING TRAFFIC, PM PEAK HOUR

08/28/97
13:39:02

SIGNAL94/TEAPAC[Ver 1.20] - Capacity Analysis Summary

Intersection Averages:

Degree of Saturation (v/c) 0.96 Vehicle Delay 32.5@ Level of Service D+
@ expect more delay due to extreme v/c's (see EVALUATE)

Sq 11	Phase 1	Phase 2
/		
	+ + +	^
	+ + +	****
/ \	<+ + +>	<****
	v	^

North	^	++++
	<+ * +>	++++>
	+ * +	++++
	+ * +	v
	G/C=0.464	G/C=0.429
	G= 34.8"	G= 32.2"
	Y+R= 4.0"	Y+R= 4.0"
	OFF= 0.0%	OFF=51.8%

C= 75 sec G= 67.0 sec = 89.3% Y= 8.0 sec = 10.7% Ped= 0.0 sec = 0.0%

Lane Group	Width/Lanes	g/C Req'd	g/C Used	Service Rate @C (vph)	Adj @E Volume	v/c	HCM Delay	L S	90% Max Queue
------------	-------------	-----------	----------	-----------------------	---------------	-----	-----------	-----	---------------

N Approach

40.7@ E+

RT	8/1	0.344	0.478	593	656	389	0.593	11.9	B	214 ft
TH	24/2	0.607	0.478	1720	1780	2254	1.266	46.2@	E+	620 ft
LT	12/1	0.502	0.478	104	133	111	0.799	30.5	D+	61 ft

S Approach

10.9 B

RT	8/1	0.175	0.478	593	656	147	0.224	8.7	B+	81 ft
TH	24/2	0.270	0.478	1720	1780	862	0.484	10.3	*B	237 ft
LT	12/1	0.469	0.478	70	92	68	0.687	23.3	C	37 ft

E Approach

21.8 C

LT+TH+RT	22/2	0.428	0.442	738	811	708	0.873	21.8	*C	208 ft
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W Approach

41.8 E+

LT+TH+RT	22/2	0.480	0.442	801	875	884	1.010	41.8	E+	260 ft
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3337-00 / CSX INTERMODAL YARD
59TH STREET / DAMEN AVENUE
EXISTING TRAFFIC, AM PEAK HOUR

08/29/97
12:03:05

SIGNAL94/TEAPAC[Ver 1.20] - Capacity Analysis Summary

Intersection Averages:

Degree of Saturation (v/c) 0.51 Vehicle Delay 9.7 Level of Service B+

Sq 11	Phase 1	Phase 2
/		
	+ + +	^
	+ + +	*****
	<+ + +>	<*****
	v	^
	^	+++++
North	<+ * *>	+++++
	+ * *	+++++
	+ * *	v
	G/C=0.534	G/C=0.343
	G= 34.7"	G= 22.3"
	Y+R= 4.0"	Y+R= 4.0"
	OFF= 0.0%	OFF=59.5%

C= 65 sec G= 57.0 sec = 87.7% Y= 8.0 sec = 12.3% Ped= 0.0 sec = 0.0%

Lane Group	Width/Lanes	g/C Req'd	g/C Used	Service Rate @C (vph)	Adj @E	Volume	v/c	HCM Delay	L S	90% Max Queue
N Approach										5.7 B+
TH+RT	24/2	0.128	0.549	1972	1987	342	0.172	5.5	B+	70 ft
LT	12/1	0.019	0.549	88	110	42	0.365	7.2	B+	25 ft
S Approach										8.8 B+
TH+RT	24/2	0.401	0.549	1871	1889	1315	0.696	8.9	*B+	271 ft
LT	12/1	0.123	0.549	460	504	63	0.125	5.4	B+	26 ft
E Approach										11.5 B
TH+RT	24/2	0.148	0.358	1235	1312	420	0.320	11.5	*B	123 ft
LT	12/1	0.019	0.358	113	147	42	0.275	11.5	B	25 ft
W Approach										13.4 B
RT	12/1	0.068	0.358	499	568	53	0.093	10.5	B	31 ft
TH	12/1	0.263	0.358	596	668	405	0.606	14.1	B	237 ft
LT	12/1	0.199	0.358	210	262	95	0.363	12.1	B	56 ft

3337-00 / CSX INTERMODAL YARD
59TH STREET / DAMEN AVENUE
EXISTING TRAFFIC, PM PEAK HOUR

08/29/97
12:06:16

SIGNAL94/TEAPAC[Ver 1.20] - Capacity Analysis Summary

Intersection Averages:

Degree of Saturation (v/c) 0.52 Vehicle Delay 10.1 Level of Service B

Sq 11	Phase 1	Phase 2
/		
	+ + +	^
	+ + +	*****
/ \	<+ + +>	<*****
	V	^
		++++
North	<+ * *>	++++>
	+ * *	++++
	+ * *	V
	G/C=0.494	G/C=0.383
	G= 32.1"	G= 24.9"
	Y+R= 4.0"	Y+R= 4.0"
	OFF= 0.0%	OFF=55.5%

C= 65 sec G= 57.0 sec = 87.7% Y= 8.0 sec = 12.3% Ped= 0.0 sec = 0.0%

Lane Group	Width/Lanes	g/C Req'd	g/C Used	Service Rate @C (vph)	Adj @E	Volume	v/c	HCM Delay	L S	90% Max Queue
N Approach										
TH+RT	24/2	0.375	0.509	1861	1888	1316	0.697	10.0	B	295 ft
LT	12/1	0.058	0.509	280	324	53	0.164	6.5	B+	25 ft
S Approach										
TH+RT	24/2	0.194	0.509	1692	1724	542	0.314	7.1	*B+	122 ft
LT	12/1	0.284	0.509	87	109	74	0.643	16.7	C+	33 ft
E Approach										
TH+RT	24/2	0.193	0.398	1392	1457	585	0.402	10.7	*B	161 ft
LT	12/1	0.187	0.398	119	152	68	0.433	12.0	B	37 ft
W Approach										
RT	12/1	0.110	0.398	567	631	105	0.166	9.6	B+	58 ft
TH	12/1	0.279	0.398	676	742	437	0.589	12.6	B	240 ft
LT	12/1	0.033	0.398	170	214	47	0.219	9.9	B+	26 ft

3337-00 / CSX INTERMODAL YARD
59TH STREET / WESTERN AVENUE
TOTAL TRAFFIC, AM PEAK HOUR

09/04/97
10:35:41

SIGNAL94/TEAPAC[Ver 1.20] - Capacity Analysis Summary

Intersection Averages:

Degree of Saturation (v/c) 0.73 Vehicle Delay 17.2 Level of Service C+

Sq 11	Phase 1	Phase 2
/		
	+ + +	^
	+ + +	*****
/ \	<+ + +>	<*****
	v	^

North	^	+++++
	<+ * +>	+++++
	+ * +	+++++
	+ * +	v
	G/C=0.464	G/C=0.429
	G= 34.8"	G= 32.2"
	Y+R= 4.0"	Y+R= 4.0"
	OFF= 0.0%	OFF=51.8%

C= 75 sec G= 67.0 sec = 89.3% Y= 8.0 sec = 10.7% Ped= 0.0 sec = 0.0%

Lane Group	Width/Lanes	g/C Req'd	g/C Used	Service Rate @C (vph)	Adj @E Volume	v/c	HCM Delay	L S	90% Max Queue
N Approach									11.5 B
RT	8/1	0.134	0.478	593	656	95	0.145	8.4	B+ 52 ft
TH	24/2	0.276	0.478	1720	1780	884	0.497	10.4	B 243 ft
LT	12/1	0.498	0.478	70	92	74	0.747	29.2	D+ 41 ft
S Approach									18.0 C+
RT	8/1	0.206	0.478	593	656	189	0.288	9.1	B+ 104 ft
TH	24/2	0.455	0.478	1720	1780	1624	0.912	19.3	*C+ 447 ft
LT	12/1	0.158	0.478	97	124	47	0.362	10.2	B 26 ft
E Approach									12.2 B
LT+TH+RT	22/2	0.293	0.442	776	850	459	0.540	12.2	*B 135 ft
W Approach									24.3 C
LT+TH+RT	22/2	0.440	0.442	925	1000	918	0.918	24.3	C 270 ft

3337-00 / CSX INTERMODAL YARD
59TH STREET / WESTERN AVENUE
TOTAL TRAFFIC, PM PEAK HOUR

09/04/97
10:38:28

SIGNAL94/TEAPAC[Ver 1.20] - Capacity Analysis Summary

Intersection Averages:

Degree of Saturation (v/c) 0.98 Vehicle Delay 36.2@ Level of Service D
@ expect more delay due to extreme v/c's (see EVALUATE)

Sq 11	Phase 1	Phase 2
/		
	+ + +	^
	+ + +	****
/ \	<+ + +>	<****
	V	^

North	<+ * +>	++++ V
	+ * +	++++
	+ * +	V
	G/C=0.464	G/C=0.429
	G= 34.8"	G= 32.2"
	Y+R= 4.0"	Y+R= 4.0"
	OFF= 0.0%	OFF=51.8%

C= 75 sec G= 67.0 sec = 89.3% Y= 8.0 sec = 10.7% Ped= 0.0 sec = 0.0%

Lane Group	Width/Lanes	g/C Req'd	g/C Used	Service Rate GC (vph) @E	Adj Volume	v/c	HCM Delay	L S	90% Max Queue
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N Approach

42.0@ E+

RT	8/1	0.344	0.478	593	656	389	0.593	11.9	B	214 ft
TH	24/2	0.607	0.478	1720	1780	2254	1.266	46.2@	E+	620 ft
LT	12/1	0.571	0.478	104	133	132	0.950	58.5	E	73 ft

S Approach

10.9 B

RT	8/1	0.183	0.478	593	656	158	0.241	8.8	B+	87 ft
TH	24/2	0.270	0.478	1720	1780	862	0.484	10.3	*B	237 ft
LT	12/1	0.469	0.478	70	92	68	0.687	23.3	C	37 ft

E Approach

29.4 D+

LT+TH+RT	22/2	0.456	0.442	734	807	762	0.944	29.4	*D+	224 ft
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W Approach

54.8@ E

LT+TH+RT	22/2	0.501	0.442	774	848	901	1.063	54.8@	E	265 ft
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3337-00 / CSX INTERMODAL YARD
59TH STREET / DAMEN AVENUE
TOTAL TRAFFIC, AM PEAK HOUR

09/04/97
10:40:32

SIGNAL94/TEAPAC[Ver 1.20] - Capacity Analysis Summary

Intersection Averages:

Degree of Saturation (v/c) 0.52 Vehicle Delay 9.8 Level of Service B+

Sq 11	Phase 1	Phase 2
/		
/ \	+ + + + + + <+ + +> v	^ **** <**** + + + + ^ + + + + v
North	<+ * * > + * * + * *	+ + + + + + + + + + + + v
	G/C=0.534 G= 34.7" Y+R= 4.0" OFF= 0.0%	G/C=0.343 G= 22.3" Y+R= 4.0" OFF=59.5%

C= 65 sec G= 57.0 sec = 87.7% Y= 8.0 sec = 12.3% Ped= 0.0 sec = 0.0%

Lane Group	Width/ Lanes	g/C Reqd Used	Service Rate GC (vph) GE	Adj Volume	v/c	HCM Delay	L S	90% Max Queue
N Approach							5.7 B+	
TH+RT	24/2	0.130 0.549	1968 1983	348	0.175	5.6	B+	72 ft
LT	12/1	0.019 0.549	88 110	42	0.365	7.2	B+	25 ft
S Approach							8.8 B+	
TH+RT	24/2	0.401 0.549	1871 1889	1315	0.696	8.9	*B+	271 ft
LT	12/1	0.123 0.549	455 499	63	0.126	5.4	B+	26 ft
E Approach							11.6 B	
TH+RT	24/2	0.153 0.358	1236 1313	436	0.332	11.6	*B	128 ft
LT	12/1	0.019 0.358	100 132	42	0.304	11.8	B	25 ft
W Approach							13.8 B	
RT	12/1	0.068 0.358	499 568	53	0.093	10.5	B	31 ft
TH	12/1	0.271 0.358	596 668	421	0.630	14.5	B	247 ft
LT	12/1	0.213 0.358	202 253	100	0.395	12.4	B	59 ft

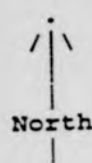
3337-00 / CSX INTERMODAL YARD
59TH STREET / DAMEN AVENUE
TOTAL TRAFFIC, PM PEAK HOUR

09/04/97
10:42:09

SIGNAL94/TEAPAC[Ver 1.20] - Capacity Analysis Summary

Intersection Averages:

Degree of Saturation (v/c) 0.54 Vehicle Delay 10.7 Level of Service B

Sq 11 **/**	Phase 1	Phase 2
	+ + + + + + <+ + +> v	^ **** <**** ^ ++++ v
	<+ * *> + * * + * *	++++ ++++ ++++ v
	G/C=0.494 G= 32.1" Y+R= 4.0" OFF= 0.0%	G/C=0.383 G= 24.9" Y+R= 4.0" OFF=55.5%

C= 65 sec G= 57.0 sec = 87.7% Y= 8.0 sec = 12.3% Ped= 0.0 sec = 0.0%

Lane Group	Width/ Lanes	g/C		Service Rate		Adj		HCM	L	90% Max
		Reqd	Used	@C (vph)	@E	Volume	v/c	Delay	S	Queue
N Approach								10.0	B+	
TH+RT	24/2	0.378	0.509	1858	1885	1327	0.704	10.1	B	297 ft
LT	12/1	0.058	0.509	280	324	53	0.164	6.5	B+	25 ft
S Approach								10.0	B	
TH+RT	24/2	0.194	0.509	1852	1724	542	0.314	7.1	*B+	122 ft
LT	12/1	0.522	0.509	87	109	89	0.774	27.7	D+	40 ft
E Approach								11.1	B	
TH+RT	24/2	0.200	0.398	1394	1459	613	0.420	10.9	*B	168 ft
LT	12/1	0.187	0.398	100	129	68	0.504	13.7	B	37 ft
W Approach								12.2	B	
RT	12/1	0.115	0.398	567	631	111	0.176	3.6	B+	61 ft
TH	12/1	0.292	0.398	676	742	463	0.624	13.1	B	254 ft
LT	12/1	0.088	0.398	158	199	58	0.289	10.3	B	32 ft

File Name 3337EA5H.HCO
Streets: (N-S) Hoyne Avenue (E-W) 59th Street
Major Street Direction.... EW
Length of Time Analyzed... 60 (min)
Analyst..... MAH
Date of Analysis..... 7/23/97
Other Information..... Existing Traffic, AM Peak Hour

Two-way Stop-controlled Intersection

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0>	1	0	0	1<	0	0	0	0	0>	0<	0
Stop/Yield			N			N						
Volumes	5	565		465	5					5		10
PHF	.95	.95		.95	.95					.95		.95
Grade		0		0			0				0	
MC's (%)	0	0		0	0					0		0
SU/RV's (%)	0	0		0	0					0		0
CV's (%)	0	0		0	0					0		0
PCE's	1.1	1.1		1.1	1.1					1.1		1.1

Adjustment Factors

Vehicle Maneuver	Critical Gap (tg)	Follow-up Time (tf)
Left Turn Major Road	5.00	2.10
Right Turn Minor Road	5.50	2.60
Through Traffic Minor Road	6.00	3.30
Left Turn Minor Road	6.50	3.40

WorkSheet for TWSC Intersection

Step 1: RT from Minor Street	NB	SB
Conflicting Flows: (vph)		468
Potential Capacity: (pcph)		802
Movement Capacity: (pcph)		802
Prob. of Queue-free State:		0.99
Step 2: LT from Major Street	WB	EB
Conflicting Flows: (vph)		470
Potential Capacity: (pcph)		1024
Movement Capacity: (pcph)		1024
Prob. of Queue-free State:		0.99
TH Saturation Flow Rate: (pcphpl)		1700
RT Saturation Flow Rate: (pcphpl)		
Major LT Shared Lane Prob. of Queue-free State:		0.99
Step 4: LT from Minor Street	NB	SB
Conflicting Flows: (vph)		1038
Potential Capacity: (pcph)		265
Major LT, Minor TH Impedance Factor:		0.99
Adjusted Impedance Factor:		0.99
Capacity Adjustment Factor due to Impeding Movements		0.99
Movement Capacity: (pcph)		262

Intersection Performance Summary

Movement	FlowRate v (pcph)	MoveCap Cm (pcph)	SharedCap Csh (pcph)	Avg.Total Delay	LOS	Delay By App
SB L	6	262 >	475	> 7.9	> B	7.9
SB R	12	802 >		>	>	
EB L	6	1024		3.5	A	0.0

Intersection Delay = 0.1

File Name 3337EP5H.HCO
Streets: (N-S) Hoyne Avenue (E-W) 59th Street
Major Street Direction.... EW
Length of Time Analyzed... 60 (min)
Analyst..... MAH
Date of Analysis..... 7/23/97
Other Information..... Existing Traffic, PM Peak Hour

Two-way Stop-controlled Intersection

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0>	1	0	0	1<	0	0	0	0	0>	0<	0
Stop/Yield			N			N						
Volumes	10	455		660	10					5		5
PHF	.95	.95		.95	.95					.95		.95
Grade		0		0			0			0		
MC's (%)	0	0		0	0					0		0
SU/RV's (%)	0	0		0	0					0		0
CV's (%)	0	0		0	0					0		0
PCE's	1.1	1.1		1.1	1.1					1.1		1.1

Adjustment Factors

Vehicle Maneuver	Critical Gap (tg)	Follow-up Time (tf)
Left Turn Major Road	5.00	2.10
Right Turn Minor Road	5.50	2.60
Through Traffic Minor Road	6.00	3.30
Left Turn Minor Road	6.50	3.40

WorkSheet for TWSC Intersection

Step 1: RT from Minor Street	NB	SB
Conflicting Flows: (vph)		665
Potential Capacity: (pcph)		637
Movement Capacity: (pcph)		637
Prob. of Queue-free State:		0.99
Step 2: LT from Major Street	WB	EB
Conflicting Flows: (vph)		670
Potential Capacity: (pcph)		822
Movement Capacity: (pcph)		822
Prob. of Queue-free State:		0.99
TH Saturation Flow Rate: (pcphpl)		1700
RT Saturation Flow Rate: (pcphpl)		
Major LT Shared Lane Prob. of Queue-free State:		0.98
Step 4: LT from Minor Street	NB	SB
Conflicting Flows: (vph)		1130
Potential Capacity: (pcph)		235
Major LT, Minor TH Impedance Factor:		0.98
Adjusted Impedance Factor:		0.98
Capacity Adjustment Factor due to Impeding Movements		0.98
Movement Capacity: (pcph)		230

Intersection Performance Summary

Movement	FlowRate v(pcph)	MoveCap Cm(pcph)	SharedCap Csh(pcph)	Avg.Total Delay	LOS	Delay By App
SB L	6	230 >	338	> 11.0	> C	11.0
SB R	6	637 >		>	>	
EB L	12	822		4.4	A	0.1

Intersection Delay = 0.1

File Name 3337AMTO.HCO
Streets: (N-S) Hoyne Street (E-W) 59th Street
Major Street Direction.... EW
Length of Time Analyzed... 60 (min)
Analyst..... JRM
Date of Analysis..... 8/28/97
Other Information..... A.M. Peak Hour Total Condition

Two-way Stop-controlled Intersection

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0>	1<	0	0>	1<	0	1	1<	0	0>	1<	0
Stop/Yield			N			N						
Volumes	5	565	30	20	465	5	25	0	20	5	0	10
PHF	.95	.95	.95	.95	.95	.95	.95	.95	.95	.95	.95	.95
Grade		0			0			0			0	
MC's (%)	0	0	0	0	0	0	0	0	0	0	0	0
SU/RV's (%)	5	5	5	5	5	5	5	5	5	0	0	0
CV's (%)	0	0	0	0	0	0	0	0	0	0	0	0
PCE's	1	1	1	1	1	1	1	1	1	1.1	1.1	1.1

Adjustment Factors

Vehicle Maneuver	Critical Gap (tg)	Follow-up Time (tf)
Left Turn Major Road	5.00	2.10
Right Turn Minor Road	5.50	2.60
Through Traffic Minor Road	6.00	3.30
Left Turn Minor Road	6.50	3.40

WorkSheet for TWSC Intersection

Step 1: RT from Minor Street	NB	SB
Conflicting Flows: (vph)	580	468
Potential Capacity: (pcph)	704	802
Movement Capacity: (pcph)	704	802
Prob. of Queue-free State:	0.97	0.99
Step 2: LT from Major Street	WB	EB
Conflicting Flows: (vph)	595	470
Potential Capacity: (pcph)	892	1024
Movement Capacity: (pcph)	892	1024
Prob. of Queue-free State:	0.98	1.00
TH Saturation Flow Rate: (pcphpl)	1700	1700
RT Saturation Flow Rate: (pcphpl)	1700	1700
Major LT Shared Lane Prob. of Queue-free State:	0.97	0.99
Step 3: TH from Minor Street	NB	SB
Conflicting Flows: (vph)	1075	1088
Potential Capacity: (pcph)	298	293
Capacity Adjustment Factor due to Impeding Movements	0.96	0.96
Movement Capacity: (pcph)	286	281
Prob. of Queue-free State:	1.00	1.00
Step 4: LT from Minor Street	NB	SB
Conflicting Flows: (vph)	1078	1082
Potential Capacity: (pcph)	252	250
Major LT, Minor TH Impedance Factor:	0.96	0.96
Adjusted Impedance Factor:	0.97	0.97
Capacity Adjustment Factor due to Impeding Movements	0.95	0.94
Movement Capacity: (pcph)	241	235

Intersection Performance Summary

Movement	FlowRate v (pcph)	MoveCap Cm (pcph)	SharedCap Csh (pcph)	Avg.Total Delay	LOS	Delay By App
NB L	26	241		16.7	C	
NB R	21	704	> 704	> 5.3	> B	11.5
SB L	6	235	>	>	>	
SB R	12	802	> 445	> 8.4	> B	8.4
EB L	5	1024		3.5	A	0.0
WB L	21	892		4.1	A	0.2

Intersection Delay = 0.6

File Name 3337PMT0.HC0
Streets: (N-S) Hoyne Street (E-W) 59th Street
Major Street Direction.... EW
Length of Time Analyzed... 60 (min)
Analyst..... JRM
Date of Analysis..... 8/28/97
Other Information..... P.M. Peak Hour Total Condition

Two-way Stop-controlled Intersection

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0>	1<	0	0>	1<	0	1	1<	0	0>	1<	0
Stop/Yield			N			N						
Volumes	10	455	45	40	660	10	50	0	40	5	0	5
PHF	.95	.95	.95	.95	.95	.95	.95	.95	.95	.95	.95	.95
Grade		0			0			0			0	
MC's (%)	0	0	0	0	0	0	0	0	0	0	0	0
SU/RV's (%)	0	0	10	10	0	0	10	0	10	0	0	0
CV's (%)	0	0	0	0	0	0	0	0	0	0	0	0
PCE's	1.1	1.1	1	1	1.1	1.1	1	1.1	1	1.1	1.1	1.1

Adjustment Factors

Vehicle Maneuver	Critical Gap (tg)	Follow-up Time (tf)
Left Turn Major Road	5.00	2.10
Right Turn Minor Road	5.50	2.60
Through Traffic Minor Road	6.00	3.30
Left Turn Minor Road	6.50	3.40

WorkSheet for TWSC Intersection

Step 1: RT from Minor Street	NB	SB
Conflicting Flows: (vph)	478	665
Potential Capacity: (pcph)	793	637
Movement Capacity: (pcph)	793	637
Prob. of Queue-free State:	0.95	0.99
Step 2: LT from Major Street	WB	EB
Conflicting Flows: (vph)	500	670
Potential Capacity: (pcph)	990	822
Movement Capacity: (pcph)	990	822
Prob. of Queue-free State:	0.96	0.99
TH Saturation Flow Rate: (pcphpl)	1700	1700
RT Saturation Flow Rate: (pcphpl)	1700	1700
Major LT Shared Lane Prob. of Queue-free State:	0.92	0.98
Step 3: TH from Minor Street	NB	SB
Conflicting Flows: (vph)	1198	1215
Potential Capacity: (pcph)	257	251
Capacity Adjustment Factor due to Impeding Movements	0.90	0.90
Movement Capacity: (pcph)	232	226
Prob. of Queue-free State:	1.00	1.00
Step 4: LT from Minor Street	NB	SB
Conflicting Flows: (vph)	1195	1212
Potential Capacity: (pcph)	215	210
Major LT, Minor TH Impedance Factor:	0.90	0.90
Adjusted Impedance Factor:	0.92	0.92
Capacity Adjustment Factor due to Impeding Movements	0.92	0.88
Movement Capacity: (pcph)	197	184

Intersection Performance Summary

Movement	FlowRate v (pcph)	MoveCap Cm (pcph)	SharedCap Csh (pcph)	Avg.Total Delay	LOS	Delay By App
NB L	53	197		25.0	D	
NB R	42	793	> 793	> 4.8	> A	15.8
SB L	6	184	> 286	> 13.1	> C	13.1
SB R	6	637	>	>	>	
EB L	12	822		4.4	A	0.1
WB L	42	990		3.8	A	0.2

Intersection Delay = 1.3



SIGNALIZED INTERSECTIONS

The capacity analyses are summarized into levels of service (LOS) ranging from A (the best) to F (the worst). Immediately following is a more thorough description of each level of service.

- **LOS A** represents free flow. The general level of comfort and convenience is provided the motorists is excellent. Delay per vehicle 5.0 seconds.
- **LOS B** is in the range of stable flow. The level of comfort and convenience provided is somewhat less than that of LOS A because the presence of others in the traffic stream begins to affect individual behavior. Delay per vehicle 5.1 to 15.0 seconds.
- **LOS C** is in the range of stable flow but marks the beginning of significant interference to an individual's flow caused by others in the traffic stream. The general level of comfort and convenience declines noticeably at this level. Delay per vehicle 15.1 - 25.0 seconds.
- **LOS D** represents high density, but stable, flow. The driver experiences a generally poor level of comfort and convenience. Delay per vehicle 25.1 - 40.0 seconds.
- **LOS E** represents operating conditions at or near the capacity level. Operations at this level are usually unstable and driver comfort and convenience levels are extremely poor. Delay per vehicle 40.1 - 60.0 seconds.
- **LOS F** represents forced or breakdown flow. It is the point at which arrival flow exceeds discharge flow thereby causing a queue to form. Operations within the queue are characterized by stop-and-go conditions. Delay per vehicle 60.0 seconds.

**VIRGIL E. JONES**

ALDERMAN, 15TH WARD
2358 W. 63RD ST.
CHICAGO, IL 60636
TELEPHONE: 312-776-6711

CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

CITY HALL • ROOM 209
121 NORTH LASALLE STREET
CHICAGO, IL 60602
TELEPHONE: 312-744-6850

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PUBLIC UTILITIES
FINANCE
LICENSE AND CONSUMER PROTECTION
POLICE AND FIRE
SPECIAL EVENTS AND CULTURAL AFFAIRS

August 13, 1997

Mr. Chris K. Durden
CSX Intermodal, Inc.
301 W. Bay Street
Jacksonville, FL 32202

Re: CSX 59th Street Intermodal Facility
Chicago, Illinois 60636

Dear Mr. Durden:

Thank you for the presentation your team made to the community in the 15th Ward on the CSX Intermodal Project. As I have stated previously, your commitment to employ residents of our community in the construction and operation of this facility has secured my support for this project. I am aware others are talking about different uses for this property. For years we have heard promises from others and received nothing. CSX's commitment to begin construction is proof this is a real project.

Our community is looking forward to having this project underway as soon as possible and I am here to help if you need assistance with the development.

Sincerely,

Virgil E. Jones, Alderman
15th Ward

VEJ/bma

CSX
INTERMODAL

Date 8-19 Time 3:45 P

of pages 1

To	Location
BILL CROMBIE	CHI
Fax #	Phone #
708-201-5128	
From	Location
CHRIS DURDEN	JAX
Phone #	Fax #
904-633-1346	904-633-1961
Comments	

Deonna Pugh, Mark Hoffmann
John R. Motte, Ann LePurmaine

**SHIRLEY A. COLEMAN**

Alderman, 16th Ward
1249 West 63rd Street
Chicago, IL 60638
Telephone: (312) 918-1679
FAX: (312) 918-1665

CITY COUNCIL**CITY OF CHICAGO****COUNCIL CHAMBER**

CITY HALL - ROOM 209/14A
121 NORTH LA SALLE STREET
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744-5184

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ENERGY, ENVIRONMENTAL PROTECTION & PUBLIC UTILITIES
HEALTH, AGING AND DISABILITY
LICENSE AND CONSUMER PROTECTION
SPECIAL EVENTS AND CULTURAL AFFAIRS

August 18, 1997

TO: Commissioner Chris Hill
Department of Planning

FROM: Alderman Shirley A. Coleman
16th Ward

A handwritten signature in cursive script, reading "Shirley A. Coleman".

RE: Proposed CSX Intermodal Facility in the 16th Ward

I am sure you are aware of the proposal by CSX to develop the former ConRail yards, (which I must inject has been an eyesore to our community), and the plans for an Intermodal Facility, a \$35 million investment and the creation of many jobs.

Please be advised I fully support the efforts of CSX to develop an Intermodal Facility within the 16th Ward. I have met with the surrounding community, and we are most enthusiastic of this project and its potential to help our community and the City of Chicago.

I encourage the Department of Planning to pursue this project. Please inform me if my office can be of further assistance in bringing this project to realization.

SAC/dpt

cc: Mr. Terry Teal, Mayor's Office

Mr. William E. Cromwell, CSX

REPORT
to the
CHICAGO PLAN COMMISSION
PETER C.B. BYNOE, CHAIRMAN
from
CHRISTOPHER R. HILL, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

October 16, 1997

AGENDA ITEM NO.: 45

FOR APPROVAL: MANUFACTURING PLANNED DEVELOPMENT

APPLICANT: CSX INTERMODAL, INC.

LOCATION: AN AREA GENERALLY BOUNDED BY WEST GARFIELD
BOULEVARD, WEST 63RD STREET, SOUTH OAKLEY
AVENUE AND SOUTH HOYNE AVENUE,
CHICAGO, ILLINOIS

Pursuant to the provisions of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, the Department of Planning and Development hereby submits this report and recommendation on a proposed Manufacturing Planned Development for your review and recommendation to the Chicago City Council. The application for this amendment to the Chicago Zoning Ordinance was introduced into the Chicago City Council on July 30, 1997 and notice of this public hearing was published in the Chicago Sun-Times on August 27, 1997. The Applicant was separately notified of this hearing.

The Applicant, CSX Intermodal, Inc. proposes to construct an intermodal rail-to-truck transfer facility on the south side of the City in the West Englewood community. The approximately 83.7 acre (3.64 million square foot) site is a former rail yard located directly east of the CSX railroad mainline which is elevated ten to fifteen feet above grade. The property extends from West Garfield Boulevard on the north to West 63rd Street on the south and is one-half block to two blocks in width centered between Damen and Western Avenues. West 59th Street runs under a viaduct beneath the property.

Although the boundaries of the Planned Development include the area where the rail to truck transfer of goods will occur, the actual intermodal facility would extend an additional mile to the south to 71st Street. The site is presently zoned M1-1 and M1-2 Restricted Manufacturing Districts and M2-2 General Manufacturing District. Concurrent with this application, the Applicant is petitioning for a zoning change to an M3-2 Heavy Manufacturing District classification. This site is in an area of the City where low-density residential development has historically been built immediately adjacent to manufacturing and railroad related uses. The area directly east of the northern portion of the site is zoned R3 General Residence District and contains a mix of single-family homes and two-and three flat buildings. Other manufacturing zoned properties containing a mix of manufacturing uses encircle the site. Directly east of the site is Lindblom Park which extends from 59th Street to a point approximately one-half block south of 61st Street.

The proposed intermodal facility is intended to offer local industry a cost-effective option for transporting goods and consumer products. At the facility, truck trailers and containers would be transferred to and from "piggy-back" trains. The containers would not be loaded or unloaded at the site but simply transferred for final delivery.

The entrance to the facility would be located at 59th Street on the east side of the viaduct structure. A landscaped and gated entry would provide access to a roadway ramp leading up to the site. At the top of the ramp would be a small administration building, an inspection canopy and a minimum 35-space employee parking lot. The northern section of this facility (the portion within the Planned Development boundaries between Garfield Boulevard and 63rd Street) would be used for loading and unloading trains and the parking of containers. The southern portion of the site (outside the Planned Development boundaries) would be used for parking of empty trailers or containers and would not involve any active operation.

The facility would operate 24 hours a day, seven days a week. It would handle approximately 45 inbound and 45 outbound trains per week with 12 to 14 trains entering or leaving the facility each day. The majority of trains would run between the hours of 10:00 pm and 4:30 am with no inbound or outbound trains scheduled during traditional peak traffic times. In addition to providing a landscaped entryway at 59th Street, the entire eastern side of the facility would be upgraded with berming, landscaping and fencing.

Following the introduction of the Planned Development application, the Applicant met with staff of the Department of Planning and Development on several occasions. These meetings have resulted in various modifications to the Applicant's original proposal, including a reduction in the maximum Floor Area Ratio from 2.2 to 0.2, provision of additional landscaping; and numerous other minor revisions. These revisions have been incorporated in the Planned Development application marked "Revised: October 16, 1997".

After careful review of the Applicant's proposal, the Department has determined that the proposed Manufacturing Planned Development would be appropriate. The location of the site, with direct railroad access and proximity to the expressway system, is well suited for the proposed intermodal facility use. Although the new facility would include a 24-hour operation, the flow of trucks to and from the site is not anticipated to have a major impact on the flow of traffic on the surrounding roadway system. Further, trains accessing the site would not impact area traffic since local streets cross beneath the tracks through viaducts.

The proposed F.A.R. of 0.2 is far less than the F.A.R. that would be permitted in the underlying M1-1 and M1-2 zoning districts. Only a minimal amount of enclosed building space is required by the facility's operation. In addition, the entire eastern periphery of the site would be heavily landscaped and bermed. Landscaping would not be provided along the western portion of the site since active tracks are located on the remaining portion of the elevated property directly west of the proposed facility. The raised elevation of the site 10 to 15 feet above grade is a feature that will help to mitigate noise impacts upon the adjacent communities.

The economic benefits of this proposed \$35 million facility include the creation of approximately 225 new jobs. Further, the Applicant has agreed to contribute funds towards community development and job retention programs in lieu of TIF- generated funds this facility would generate if it were not tax exempt railroad property.

The Department of Planning and Development has forwarded copies of this application to other City agencies for their review and no objection has been received from these agencies. No major issues were raised at meetings held with neighborhood residents. Finally, the Greater Southwest Development Corporation and Aldermen Virgil Jones and Shirley Coleman have expressed their support for this proposal.

RECOMMENDATION

Based on the foregoing, is therefore the Department's recommendation that the application for a Manufacturing Planned Development be approved, and that the recommendation of the Chicago Plan Commission to the City Council Committee on Zoning be "As Revised, Passage Recommended."

Christopher R. Hill
Commissioner

STB

FD

33388

2-26-98

K

BUSINESS

4/4

DEWEY'S
BLOCK

SOUTH HAMILTON AVENUE

DEWEY'S SUBDIVISION
BLOCK 5

BLOCK 12

Northeasterly Line
of Doc. 11055397

Point $\pm 1986.8'$ South
of N. Line NW $1/4$ Sec. 18
& $\pm 319.17'$ East of W. Line
E. $1/2$ NW $1/4$ Sec. 18

P.O.B.

E. Line Consolidated Rail Corporation
(Formerly Englewood Connecting Railway Co.)

Point $\pm 1694.8'$ South
of N. Line NW $1/4$
Sec. 18

W. Line E. $1/2$ NW $1/4$ Sec. 18-38-14

E. Line W. $1/2$ NW $1/4$ Sec. 18-38-14

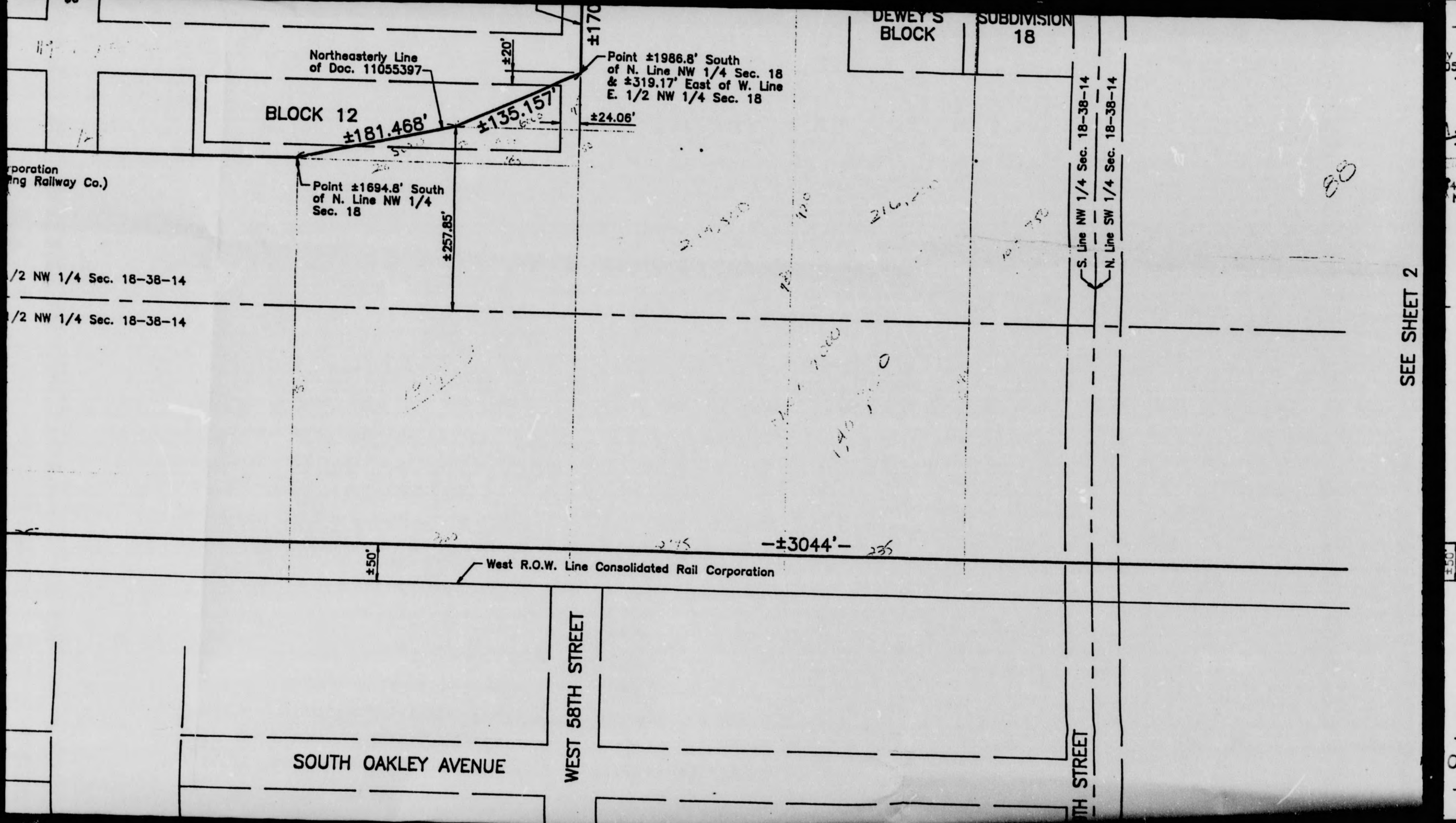
$R = \pm 2456.31'$
 $A = \pm 707'$

West R.O.W. Line Consolidated Rail Corporation

SOUTH OAKLEY AVENUE

WEST 58TH STREET

AVENUE



UBDIVISION
18

4.8' South
NW 1/4

Point $\pm 1986.8'$ South
of N. Line NW $\frac{1}{4}$ Sec. 18
& $\pm 319.17'$ East of W. Line
E. $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 18

±24.06'

.468'

±135.157'

± 257.85'

 ± 50

- West R.O.W. Line Consolidated Rail Corporation

WEST 58TH STREET

OAKLEY AVENUE

59TH STREET

SEE SHEET 2

E. Line Consolidated Rail Corporation
(Formerly Englewood Connecting Railway Co.)

S. Line SW 1/4 Sec. 7-38-14

N. Line NW 1/4 Sec. 18-38-14

GARFIELD

±419'

Line ±60' North & parallel
with N. Line of West
56th Street

±4'

$R = \pm 2456.31'$
 $A = \pm 707'$

W. Line E. 1/2 NW 1/4 Sec. 18-38-14

E. Line W. 1/2 NW 1/4 Sec. 18-38-14

SOUTH OAKLEY AVENUE

PREPARED FOR:
THE MILORD COMPANY
9801 INDUSTRIAL DRIVE
BRIDGEVIEW, ILLINOIS

BY:
TRANSYSTEMS CORPORATION CONSULTANTS
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, ILLINOIS

of N. Line NW 1/4
Sec. 18

200'

±257.85'

W. Line E. 1/2 NW 1/4 Sec. 18-38-14

E. Line W. 1/2 NW 1/4 Sec. 18-38-14

±419'

Line ±60' North & parallel
with N. Line of West
56th Street

441,000

±4'

R=±2456.31'
A=±707'

±50'

±50'

West R.O.W. Line Consolidated Rail Co

SOUTH OAKLEY AVENUE

SOUTH OAKLEY AVENUE

WEST 58TH STREET

200'

of N. Line NW 1/4
Sec. 18

±257.85'

W. Line E. 1/2 NW 1/4 Sec. 18-38-14

E. Line W. 1/2 NW 1/4 Sec. 18-38-14

441,000

2456.31'
±707'

±50'

±50'

West R.O.W. Line Consolidated Rail Corporation

-±3044'-

SOUTH OAKLEY AVENUE

WEST 58TH STREET

WEST 59TH STREET

S. Line NW
N. Line SW

Connecting Railway Co.)

Point $\pm 1694.8'$ South
of N. Line NW 1/4
Sec. 18

$\pm 257.85'$

e E. 1/2 NW 1/4 Sec. 18-38-14

e W. 1/2 NW 1/4 Sec. 18-38-14

S. Line NW 1/
N. Line SW 1/

$\pm 3044'$

$\pm 50'$

West R.O.W. Line Consolidated Rail Corporation

SOUTH OAKLEY AVENUE

WEST 58TH STREET

WEST 59TH STREET

of N. Line NW 1/4
Sec. 18

±257.85'

212,300

216,000

101,750

120

140,000

140,000

101,750

±3044'

235

±50'

West R.O.W. Line Consolidated Rail Corporation

SOUTH OAKLEY AVENUE

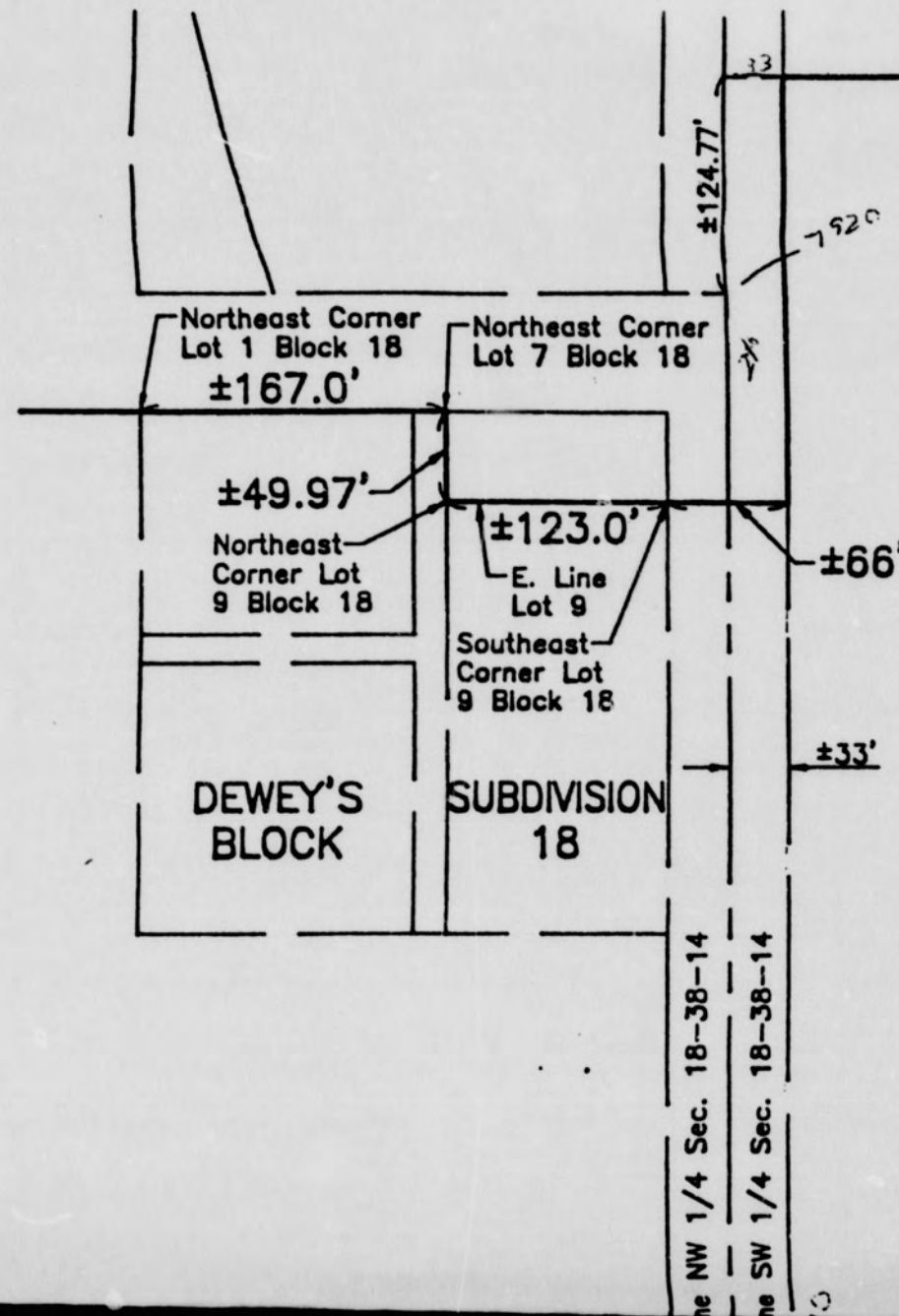
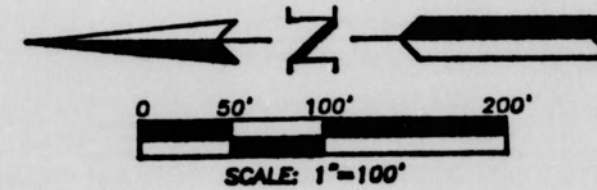
WEST 58TH STREET

WEST 59TH STREET

S. Line NW

N. Line SW

SEE SHEET 2



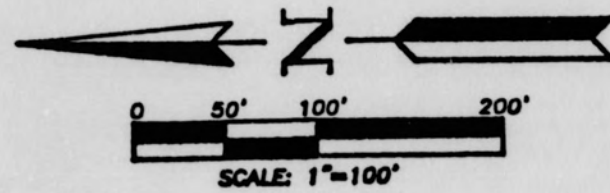
Most Northerly
Point of Parcel
IL B10h 08-6
Doc. 25027856

±435'
Westerly Line of
Parcel IL B10h 08-6
44-275
335

999,000

134 200

115



Most Northerly
Point of Parcel
IL B10h 08-6
Doc. 25027856

±435'
Westerly Line of
Parcel IL B10h 08-6

WEST 61ST STREET
±124.69'

WEST 62ND STREET
66'

SOUTH HOYNE AVENUE

Most Northerly
Point of Parcel
ILB 10h 07-4
Doc. 25027856

Westerly
Parcel

999,000

154,251

511

649,000

114,125

Most Northerly
Point of Parcel
IL B10h 08-6
Doc. 25027856

±435'
Westerly Line of
Parcel IL B10h 08-6

WEST 61ST STREET
±124.69'

WEST 62ND STREET
66'

SOUTH HOYNE AVENUE

±830'

Most Northerly
Point of Parcel
ILB 10h 07-4
Doc. 25027856

±875'
Westerly Line of
Parcel ILB 10h 07-4

Alley
16'
±275'
±25'

WEST 64TH STREET
±124.69'

WEST 61ST STREET

±124.69'

WEST 62ND STREET

66'

SOUTH HOYNE AVENUE

±830'

Most Northerly
Point of Parcel
ILB 10h 07-4
Doc. 25027856

±875'
Westerly Line of
Parcel ILB 10h 07-4

33' 50'

66'

Alley

16'

±275'

S. Line SW 1/4 Sec. 18-38-14

N. Line NW 1/4 Sec. 19-38-14

SOUTH HAMILTON AVENUE

±141'

±25'

±85'

±81.4'

±85.7'

114125

80

410,350

124,315

159,325

23,655

10,315

SEE SHEET 1

WEST 59TH STREET

S. Line NW 1/4 Sec. 18-38-14

N. Line SW 1/4 Sec. 18-38-14

870

1110

±50'

900

-±3044'-

West R.O.W. Line Consolidated Rail Corporation

W. Line E. 1/2
E. Line W. 1/2

154 200

915

154 211

415

649410

410,350

W. Line E. 1/2 SW 1/4 Sec. 18-38-14

E. Line W. 1/2 SW 1/4 Sec. 18-38-14

-±3044'-

West R.O.W. Line Consolidated Rail Corporation

R=±1697.42'
A=±360'

61ST STREET

62ND STREET

66'

66'

W. Line E. 1/2 SW 1/4 Sec. 18-38-14

E. Line W. 1/2 SW 1/4 Sec. 18-38-14

Consolidated Rail Corporation

61ST STREET

62ND STREET

SOUTH OAKLEY AVENUE

$R = \pm 1697.42'$
 $A = \pm 360'$

$\pm 597'$

$\pm 14'$

$\pm 25'$

$\pm 35'$

$\pm 50'$

$\pm 50'$

66'

66'

SEE SHEET 1

87m

WEST 59TH STREET

±50'

—±3044'—

West R.O.W. Line Consolidated Rail Corporation

W. Line

E. Line

5715
1.10

W. Line E. 1/2 SW 1/4 Sec. 18-38-14

E. Line W. 1/2 SW 1/4 Sec. 18-38-14

900
-±3044'-

West R.O.W. Line Consolidated Rail Corporation

500
R=±1697.42'
A=±360'

61ST STREET

66'

VACATED WEST

62ND STREET

6

W. Line E. 1/2 SW 1/4 Sec. 18-38-14

E. Line W. 1/2 SW 1/4 Sec. 18-38-14

±35

$R = \pm 1697.42'$
 $A = \pm 360'$

±597'

±50'

Consolidated Rail Corporation

61ST STREET

62ND STREET

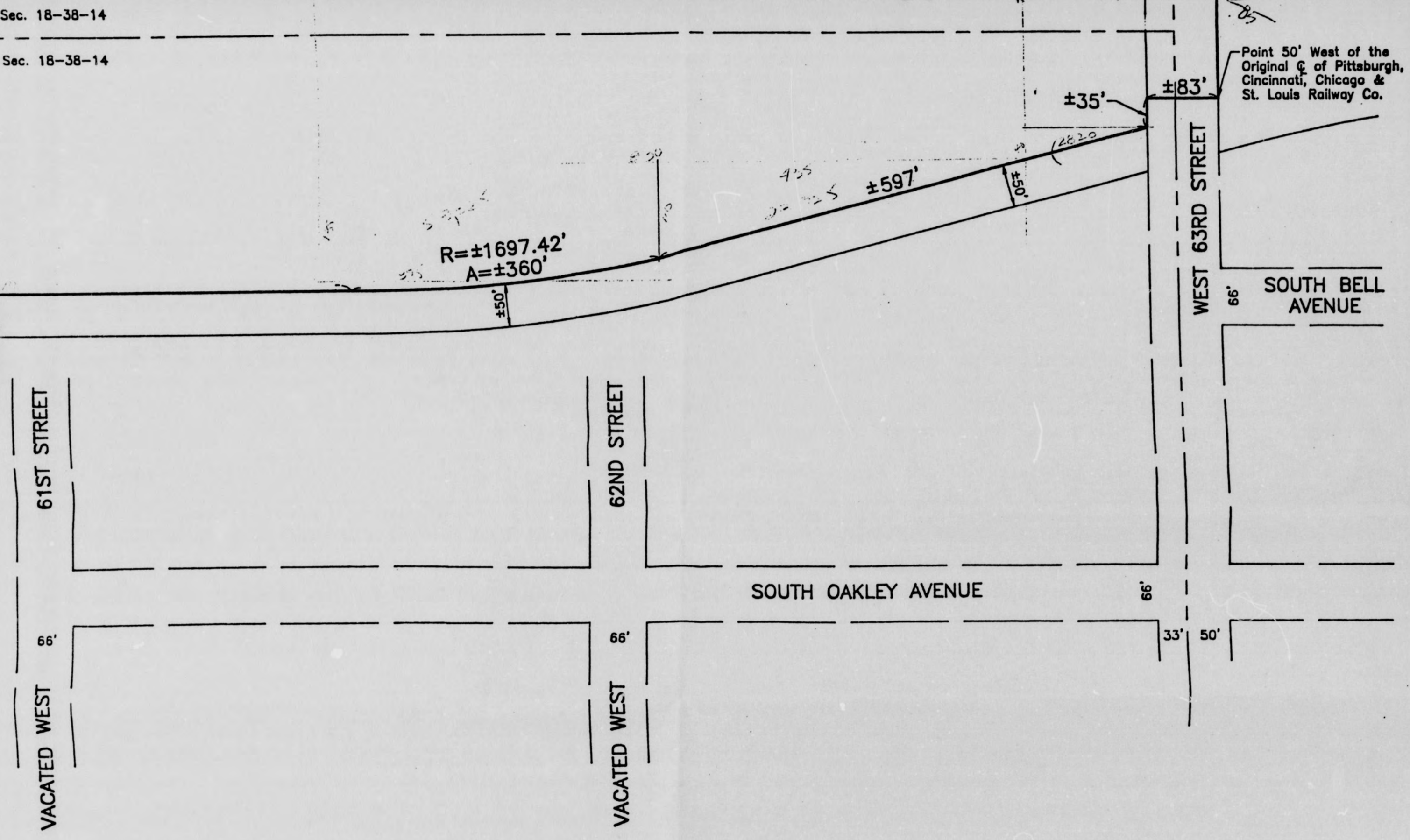
SOUTH OAKLEY AVENUE

VACATED WEST

VACATED WEST

66'

66'





**TRAFFIC IMPACT ANALYSIS
for a proposed
Intermodal Yard**

CHICAGO, ILLINOIS

**Prepared for
CSX Intermodal, Inc.**

September, 1997

**Prepared by
METRO TRANSPORTATION GROUP, INC.
1300 Greenbrook Boulevard
Hanover Park, Illinois**



EXECUTIVE SUMMARY

CSX Intermodal Inc., is planning to develop the area along the existing Conrail railroad tracks into an intermodal yard creating approximately 175 permanent jobs. A intermodal yard facilitates the movements of goods via a combination of rail and highways and/or waterway.

The analysis conducted by Metro Transportation Group, Inc., showed that the signalized intersections of 59th Street/Western Avenue, 59th Street/Damen Avenue and the unsignalized intersection of 59th Street/Hoyne Street operate under existing conditions at an above acceptable Level of Service. After the addition of the of the new traffic generated by the proposed intermodal facility to the existing traffic, the following was found:

- The addition of the site generated traffic will have little or no impact on the traffic flows of the surrounding roadway system.
- The Levels of Service at the three studied intersections will remain at or above acceptable levels of service upon the addition of the new generated traffic.



I. INTRODUCTION

Metro Transportation Group, Inc. (Metro) was retained by CSX Intermodal, Inc., to conduct a traffic impact analysis and a signal justification analysis for a proposed intermodal yard at 59th Street in Chicago, Illinois. An intermodal yard facilitates the movements of goods via a combination of rail and highways and/or waterway. The facility is proposed to operate 24 hours with approximately 175 employees divided by three shifts. The proposed facility will serve as an interconnector from other yards significantly reducing the number of trucks traveling on the interstates and the major arterials.

The site lies along the east side of the existing Conrail railroad tracks. It is bordered by 71st Street to the south and 55th Street to the north. The tracks are located between Western Avenue and Damen Avenue. Primary access to the site will be provided from a driveway off of 59th Street, proposed to be aligned with Hoyne Street. A secondary access will be provided off of 71st Street. This secondary access would only be utilized by emergency vehicles. The project location is illustrated in Figure 1.

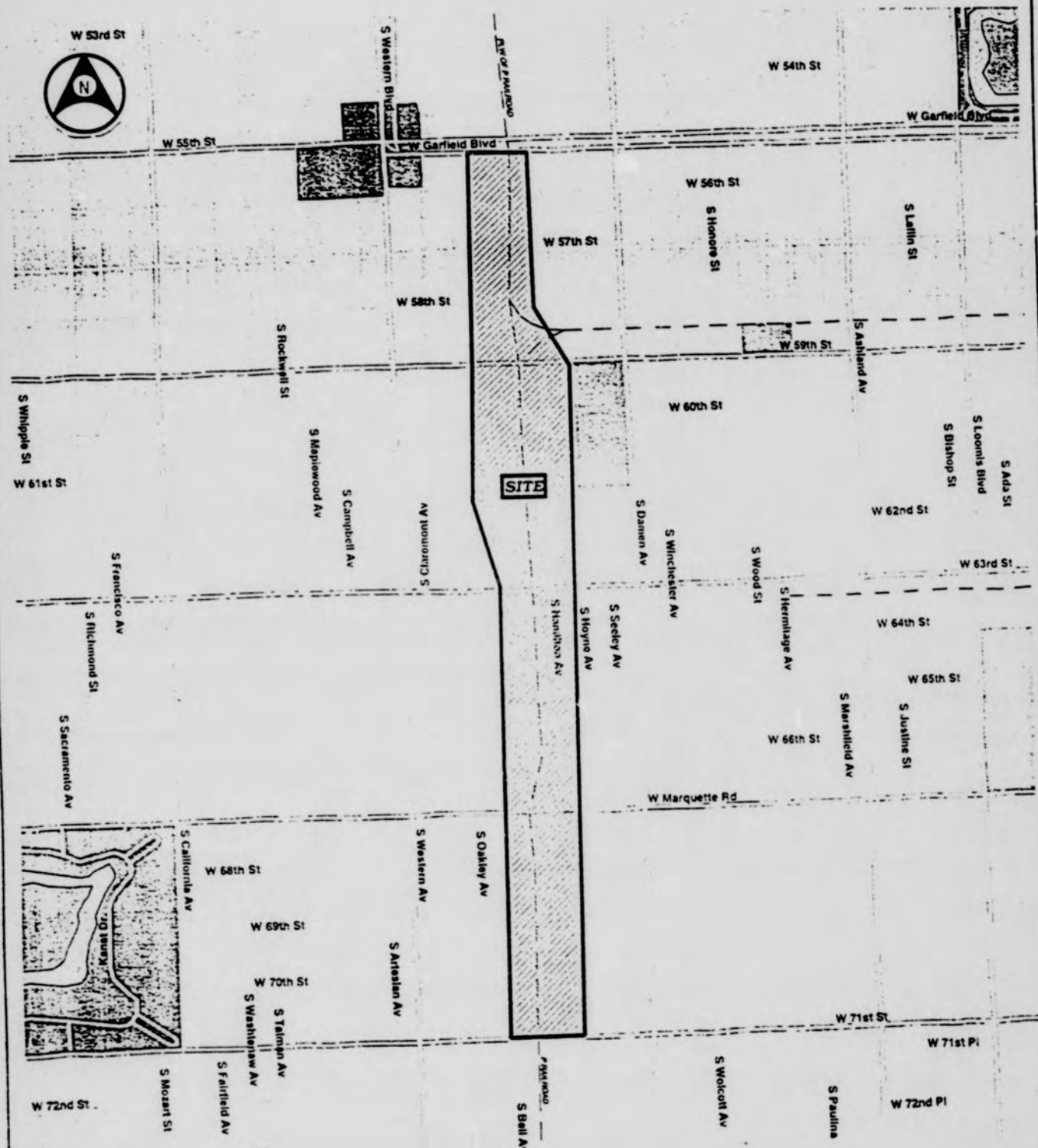
The following report analyzes the traffic related impact of the proposed intermodal yard, the possible need for a traffic signal and access related issues.

II. EXISTING CONDITIONS

This section of the report provides a description of the area land use, existing roadway network, traffic volumes and current roadway operating conditions.

Area Land Use

The site is currently occupied by CSX rail infrastructure. Surrounding land uses in the area are a mixture of residential to the east and commercial/industrial/residential to the west. Hoyne Street "T's", at 59th Street, into the proposed site access from the north.



SITE LOCATION

FIGURE: 1



Area Roadways

The roadway system most directly impacted by the site development includes 59th Street, Western Avenue, and Damen Avenue. As noted previously, access to the site is proposed to be provided from 59th Street. These roadways are described below in more detail.

59th Street is a four lane east/west arterial with no posted speed limit in the vicinity of the site. The Chicago Department of Transportation (CDOT) confirms, however, that the speed limit on 59th Street is 30 miles per hour. This roadway is only striped as two lanes in some areas due to parking. At the signalized 59th Street/Western Avenue intersection, 59th Street provides a combined through/left-turn lane and a combined through/right-turn lane in the eastbound and westbound approach. At the signalized intersection with Damen Avenue it provides a separate left-turn lane, a through, and a separate right-turn lane in the eastbound direction. In the westbound direction, 59th Street provides a separate left-turn lane, a through and a combined through/right-turn lane. 59th Street has some parking restriction in the vicinity of the site. Trucks are prohibited from parking on both sides of the street, from Damen Avenue to Western Avenue. Automobiles are prohibited from parking on the south side of the street from 7-9:00 A.M. and, on its north side from 4-6:00 P.M. 59th Street is under the jurisdiction of CDOT.

Western Avenue is a north/south arterial with a posted speed limit of 30 miles per hour. At its signalized intersection with 59th Street, Western Avenue provides a separate left-turn lane, two through lanes and a separate right-turn lane on each approach. Western Avenue, on the southbound and its northbound direction, allows parking on both sides of the street. Western Avenue is under the jurisdiction of Illinois Department of Transportation (IDOT).

Damen Avenue is a north/south arterial with no posted speed limit in the vicinity of the site. However, according to CDOT the speed limit is 30 miles per hour. At its signalized intersection with 59th Street, Damen Avenue provides a separate left-turn lane, a through, and a combined through/right-turn lane in the northbound and southbound direction. Parking is allowed on the south leg of Damen Avenue on both sides.

Existing Traffic Counts

In order to gain up-to-date information regarding traffic volumes on the roadways in the site vicinity, Metro conducted manual peak hour turning movement counts at the intersections of 59th Street/Western Avenue, 59th Street/Hoyne Street and 59th



Street/Damen Avenue. These counts were conducted on Tuesday July 15, 1997, Wednesday July 16, 1997, and on Thursday, July 17, 1997, from 7:00 to 9:00 A.M. and from 4:00 to 6:00 P.M. These time periods were selected since they coincide with the peak periods of travel through the intersections. Summaries of the traffic counts are located in the Appendix.

The results indicate that the heaviest traveled hour during the morning occurred, generally, between 7:45 and 8:45 A.M. and during the evening between 4:45 and 5:45 P.M. The surveys indicate an evenly distributed traffic flow on 59th Street during the weekday A.M. and P.M. peak hour periods. The existing peak hour volumes are shown on Figure 2.

III. SITE TRAFFIC CHARACTERISTICS

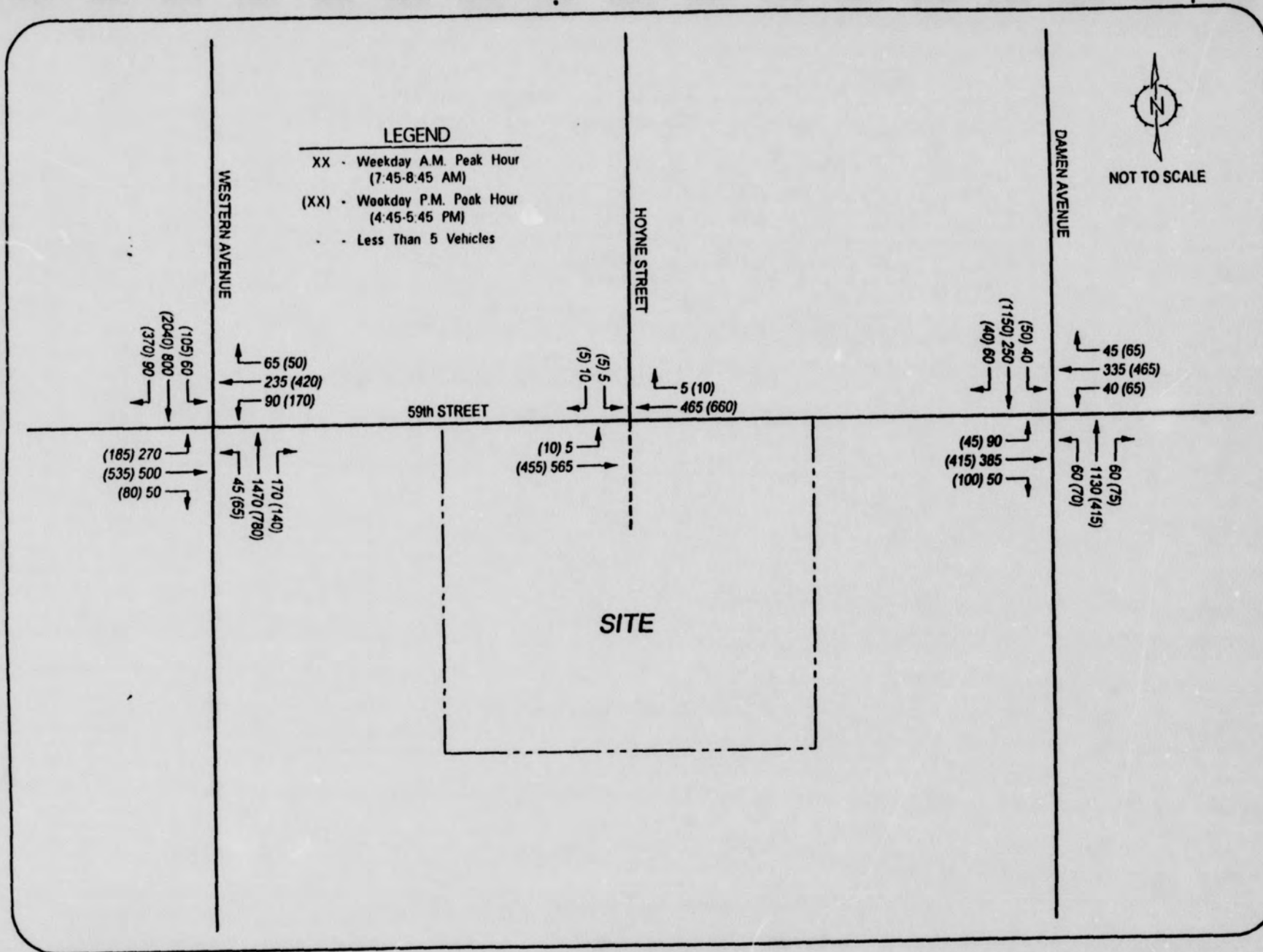
This section presents information regarding the traffic volumes associated with the proposed site. The information includes an estimate of traffic generated by the site, its directional distribution, and an assignment of peak hour traffic volumes.

Site Generated Traffic

The amount of traffic generated by the site was developed from existing models of other similar sites. These estimates for the truck volumes were provided by CSX Intermodal, Inc. Also the employee site generated traffic, according to CSX Intermodal, Inc., employee traffic will be split evenly in the following times: 6:00 A.M. - 2:00 P.M., 2:00 P.M. - 10:00 P.M., and 10:00 P.M. - 6:00 A.M. Since the entrance and exiting time for the employees does not coincide with the peak hour of the adjacent streets, Metro reduced the employee traffic volumes by 80%. **Table 1** lists the total estimated peak hour traffic that could be generated by the proposed development.

**TABLE 1
SITE GENERATED TRAFFIC**

CSX Intermodal Yard	A.M. Peak Hour			P.M. Peak Hour		
	In	Out	Total	In	Out	Total
Trucks	35	30	65	70	75	145
Employee Vehicles	15	15	30	15	15	30
Totals	50	45	95	85	90	175



EXISTING TRAFFIC

FIGURE: 2

Directional Distribution

The directional distribution of site traffic is dependent upon various factors, including area land uses, roadway conditions, levels of congestion and the location of site access. The primary characteristic reviewed was accessibility to major arterials and the interstate system. Almost every road in the area is designated as a truck route and there are numerous interchanges connecting the major arterials with the interstates. Full and partial interchanges for I-90/94 and for I-55 are located at the following roadways:

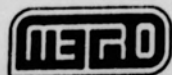
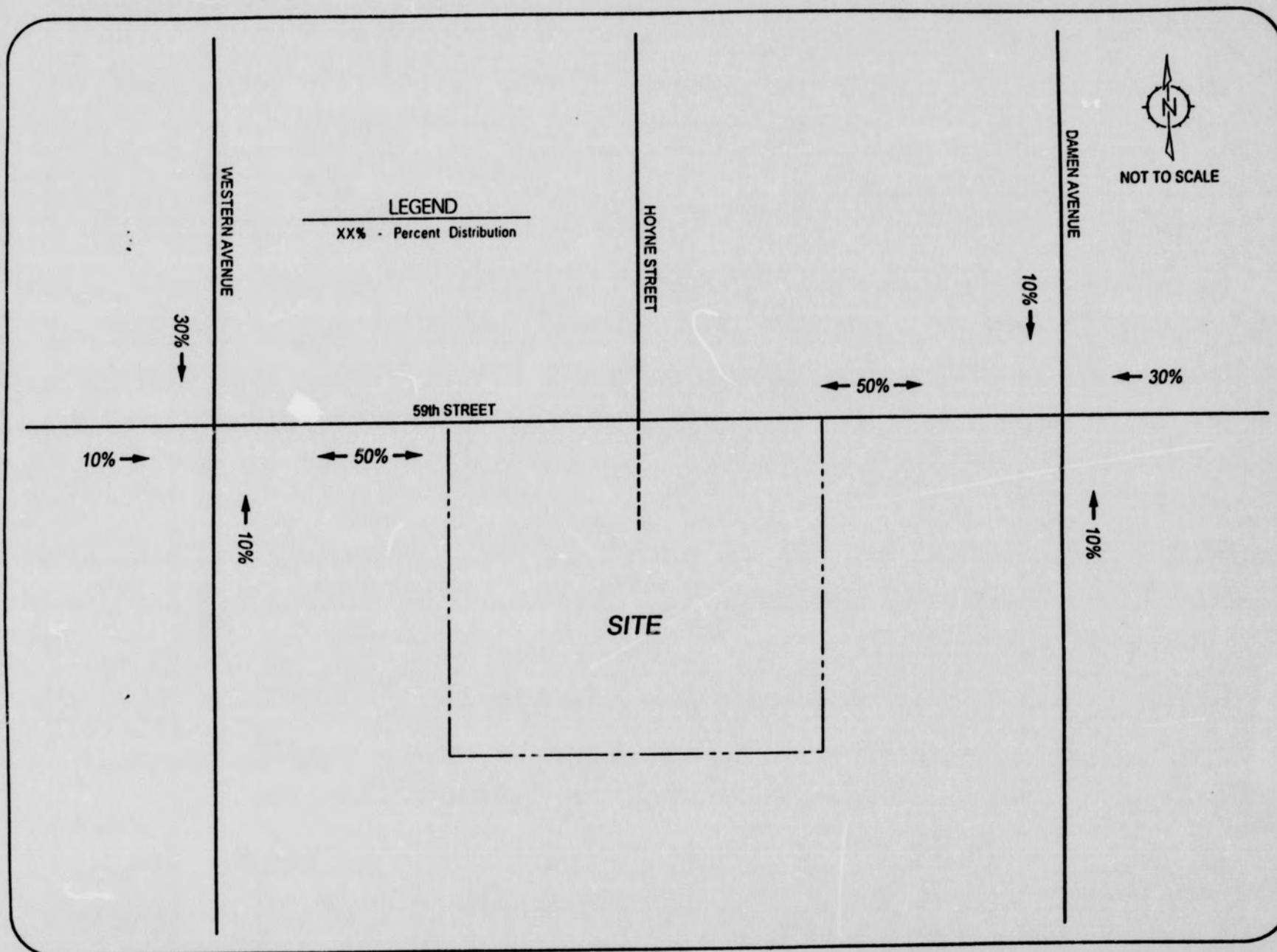
I-90/94 Interchanges

Streets	Full Interchanges
35th Street	X
Pershing Road	X
43rd Street	X
47th Street	X
51st Street	X
Garfield Boulevard	X
59th Street	X
63rd Street	X

I-55 Interchanges

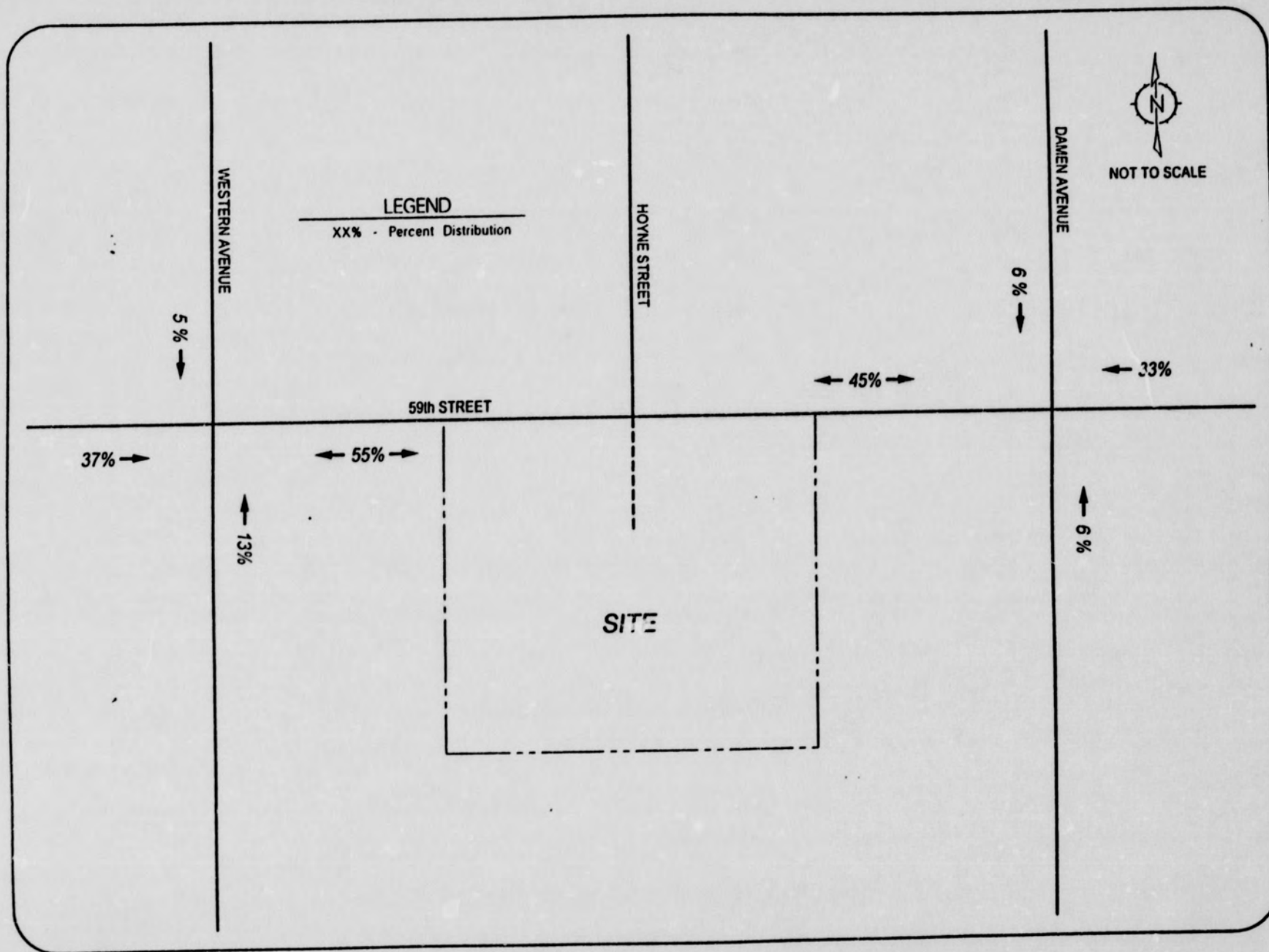
Streets	Full Interchange	Partial Interchange
Damen Avenue	X	
California Avenue		X
Kedzie Avenue		X
Pulaski Road	X	
Cicero Avenue	X	

Consequently truck traffic was distributed based on both cross-town access and regional (interstate) access. Automobile site traffic was distributed based on existing traffic patterns. **Figure 3** and **Figure 4** show the two different distributions for the peak hours of site traffic.



DIRECTIONAL DISTRIBUTION FOR TRUCKS

FIGURE: 3



DIRECTIONAL DISTRIBUTION FOR AUTOMOBILES

FIGURE: 4

STB

FD

33388

2-23-98

K

BUSINESS

WEST FLORIDA REGIONAL PLANNING COUNCIL

Post Office Box 486 • 3435 North 12TH Avenue • Pensacola, Florida 32593-0486
Phone (850) 595-8910 • S/C 695-8910 • (800) 226-8914 • Fax (850) 595-8967
E-mail: postmaster@wfrpc.dst.fl.us • http://www.wfrpc.dst.fl.us

Daniel F. Krumel
Executive Director

ENVIRONMENTAL DOCUMENT

Garnett M. Breeding, Jr.
Chairman

Charles D. Covey, III
Vice-Chairman

CENTRAL ADMINISTRATIVE UNIT
REC'D: 2/23/98
DOCUMENT # 2/24/98 7:57:34 AM

MEMORANDUM

DATE: February 12, 1998

TO: Surface Transportation Board - Section of Environmental Analysis

FROM: Terry A. Joseph - Clearinghouse Coordinator

RE: MJ397-12-3097 - Draft EIS - Proposed Conrail Acquisition - CSX & Norfolk

The staff of the West Florida Regional Planning Council have reviewed the above referenced proposed project under the Intergovernmental Coordination & Review Process (IC&RP). Based upon review of the information submitted, the Planning Council staff finds the proposal in accord with plans, goals and objectives of the Council. This project is consistent with the Strategic Regional Policy Plan (CRPP), 29A-4, FAC, adopted August 7, 1996.

Approval of the above referenced project by the West Florida Regional Planning Council does not obligate funding by local governments.

TAJ:kw

STB

FD

33388

2-23-98

K

PUBLIC

ENVIRONMENTAL
DOCUMENT

CHEVE, OHIO 44106
Feb. 17, 1998



Mrs Georgia A Hopkins
11501 MAYFIELD Rd 202
CHEVE, OHIO 44106
1-216-421-9828

TO WHOM IT MAY CONCERN

C.S.X

I'M A SENIOR CITIZEN AND DISABLED
LIVING IN THE UNIVERSITY CIRCLE
AT ARLINGTON ARMS APARTMENTS.

I ALONG WITH OTHER RESIDENTS
IN THIS BUILDING, DON'T WANT
ANY MORE RAILROAD CARS
RUNNING THROUGH OUR COMMUNITY.

PLEASE USE OTHER ROUTES
THAT ARE AVAILABLE.

THANK YOU

Mrs Georgia Helen Hopkins
(over)

STB

FD

33388

2-18-98

K

CITIES



Office of the Chairman

Surface Transportation Board
Washington, D.C. 20423-0001

File in Docket
FD-33388
(Environmental)

February 18, 1998

The Honorable James E. Bailey
Mayor
City of Fostoria
Mr. Joseph E. Droll
President
Fostoria City Council
213 S. Main St.
P.O. Box 1007
Fostoria, OH 44830

Re: Finance Docket No. 33388: CSX and Norfolk Southern -- Control and
Acquisition -- Conrail

Dear Mayor Bailey and President Droll:

Your letter to President Clinton dated January 2, 1998, has been forwarded to me for further response. In your letter, you express your concerns about the potential negative impacts on Fostoria from the proposal by Norfolk Southern and CSX to acquire Conrail.

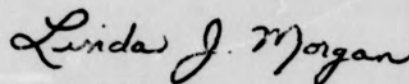
The Surface Transportation Board's (Board) Section of Environmental Analysis (SEA) is conducting an environmental review of the potential environmental impacts associated with the proposed Conrail acquisition and will prepare an Environmental Impact Statement (EIS). As part of its environmental review, SEA will address several environmental impact areas, including safety, transportation systems, land use, energy, air quality, noise, biological resources, water resources, environmental justice, and cultural and historic resources. In analyzing potential safety impacts, SEA will consider accident risk and vehicular delay at grade crossings.

The EIS also will present an analysis of the increased probability of derailments and releases of hazardous materials due to increased train traffic. Further, SEA will examine local truck traffic increases attributable to increased intermodal activities, and safety issues associated with the integration of differing rail operating systems and procedures. In addition, SEA will address potential impacts on emergency response capability because of vehicular delays at rail grade crossings due to increases in rail-related operations as a result of the proposed Conrail acquisition. SEA is fully aware that these and other issues are of major concern to the residents of the Fostoria area.

Under the current procedural schedule adopted by the Board, SEA issued the Draft EIS on December 12, 1997, the public review and comment period ended on February 2, and the staff is currently evaluating those comments. After conducting an independent environmental analysis, reviewing all environmental information available to date, consulting with appropriate agencies, and fully considering all public comments, SEA plans to issue in late May 1998 a Final EIS for consideration by the Board. In its final decision, the Board will consider the entire environmental record, including all public comments, the Draft EIS, and the Final EIS. The Board will issue its final written decision in July 1998.

I am having your letter and my response placed in the public docket for this proceeding. If you have additional questions concerning the environmental review process, please contact Mike Dalton, SEA Project Manager for the Conrail Acquisition EIS, at (202) 565-1530.

Sincerely,

A handwritten signature in cursive script that reads "Linda J. Morgan".

Linda J. Morgan

Gillmorland

CITY OF FOSTORIA

7D-33388

MAYOR'S OFFICE

"Why Not Be the Best"

James E. Bailey
(419) 435-8282
FAX (419) 435-4192

248133
TN 004
213 S. Main St.
P.O. Box 1007
Fostoria, OH 44830

January 2, 1998

President William J. Clinton
U.S. Senator Michael DeWine
Congressman Paul Gillmor
Senator Robert E. Latta
Senator Larry A. Mumper
Representative Sam Bateman, Ch. Trans.
Representative Rex Damschroder
Jerry Wray, Director-ODOT
Joseph Robertson, Director-ODOD
Fred Agler, Dir. Of Transportation, PUCO

U.S Senator John Glenn
Governor George V. Voinovich
Congressman Michael Oxley
Senator M. Ben Gaeth
Senator Scott Oelslager, Ch. Hwy\Trans.
Representative Randall Gardner
Representative Charles Brading
Thomas O'Leary Exec. Director-ORDC ,
Craig Glazer, Director-PUCO

Dear Public Official,

This letter is a follow up to our September, 1997 letter that was written on behalf of the well being of the 15,000 people of the City of Fostoria and of that of the additional citizens in the surrounding tri-county area. It concerns the very great impact that the pending acquisition of Conrail by CSX Transportation and Norfolk Southern Railroad will have on safety, convenience of movement of traffic, economic development, and overall quality of life issues. As documented on the enclosed map, all three major rail lines serving Fostoria will have increased traffic.

The City of Fostoria is grateful for the support we have received from public officials since the aforementioned letter was written. Numerous officials and bodies have identified Fostoria as one of two or three of the most severely impacted communities in Ohio. It must be noted here that at a meeting called by Congressman Gillmor in Sandusky representatives of the Surface Transportation Board identified Ohio as the most severely impacted state. In other words, we are among the worst of the worst.

Your assistance is again requested during the comment period (ends Feb. 2nd) regarding the recently released Environmental Impact Statement (EIS) published by the Surface Transportation Board. We are extremely disappointed that the EIS makes very little mention of the likely negative safety and quality of life effects upon the City of Fostoria. The City will submit its formal comments later this month.

OVER

IAN 6 1998

As previously stated, the City of Fostoria has been very consistent in letters, private discussions and public forums in taking and maintaining the position that, while we look favorably toward being a center for expanded rail related manufacturing and distribution, we must be very concerned about the safety, the convenience of movement and the overall impact of the acquisition on the quality of life of our citizens. To support this position the City has held several good meetings with representatives of both CSX and Norfolk Southern.

As we have stressed to the railroads our first concern must be with safety (life and death) issues. Overpasses or underpasses must be constructed if we are to be able to be assured of safety forces and emergency squad access to residential areas.

*****Note: Recent agreements to upgrade signals at crossings in Fostoria will actually result in less access to one large residential area. *****

We realize that underpasses and overpasses are expensive but these factors must be considered:

1. The acquisition involves billions of dollars.
2. The railroads are spending hundreds of millions of dollars to upgrade tracks that will result in many more trains going through Fostoria. Many additional trains will be turning in Fostoria at very slow speeds and will block crossings for long periods of time. Others will be traveling at much faster speeds and will be that much more dangerous.
3. Fostoria does not have funds to build overpasses or underpasses.
4. The situation is not of our doing.
5. The situation is life threatening
6. Failure to address these foreseeable life threatening conditions will create huge liability problems for the railroads and public officials.

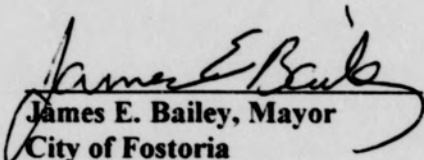
Our second concern is about moving traffic efficiently.

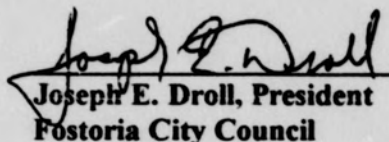
As documented in many ODOT studies, Fostoria is pounded on a daily basis by a huge and ever growing number of trucks. The desperately needed U.S. Rt. 23 Bypass project is ranked in Tier II, (32nd in the state)) of the ODOT New Major Construction scoring system. We lack the local resources to get into Tier I and thereby get the bypass constructed. With our present highway system more trains will mean more congestion and more accidents on U.S. Rt. 23 as more drivers are forced to take that route in order to avail themselves of existing underpasses.

The acquisition of Conrail and the completion this month of the Norfolk Southern-Ford Auto Mixing Center adjacent to the City mean that many more trucks and trains will be moving through our City. The need for the already badly needed bypass has become critical to the quality of life and therefore indirectly to the ability of the area to sustain economic development. The City believes that the likely impacts of the Conrail acquisition should cause the bypass to become a much higher priority with both ODOT and ODOD. The bypass would of course include overpasses or underpasses at all rail crossings.

In closing, the City of Fostoria is again requesting and again needs support from elected officials, from the Ohio Department of Transportation, from the Ohio Department of Development, from the Ohio Rail Development Commission, from the Public Utilities Commission of Ohio and from CSX and Norfolk Southern if we are to have a chance at economic progress without endangering public safety or otherwise degrading the quality of life of our people.

Sincerely,


James E. Bailey, Mayor
City of Fostoria


Joseph E. Droll, President
Fostoria City Council

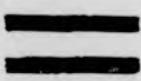
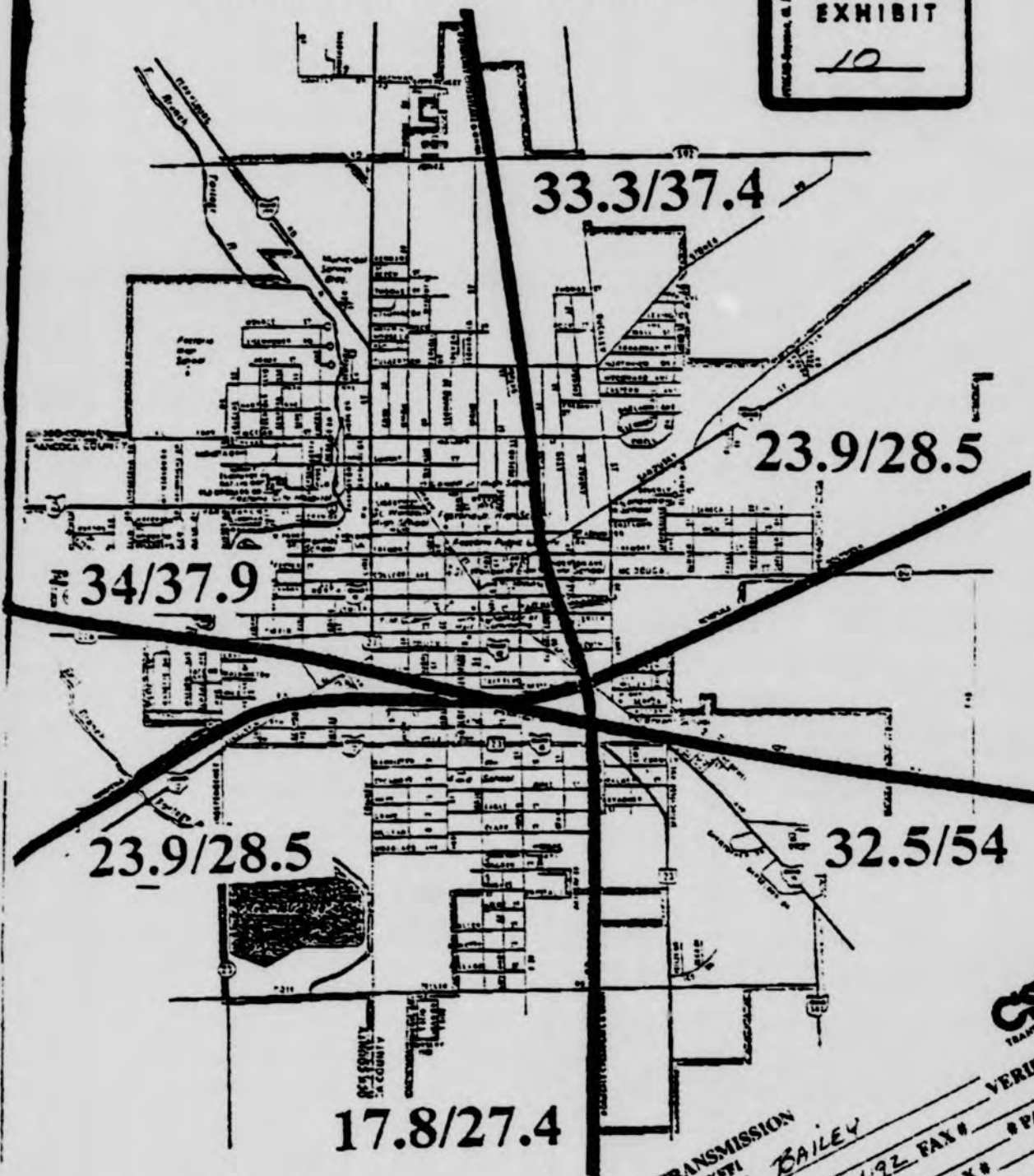
CC: CSX Transportation
Norfolk Southern Railroad
Fostoria Economic Development Corporation
Hancock, Seneca, and Wood County Commissioners
Fostoria City Councilpersons

Map On Back

Fostoria Rail Traffic Increases

EXHIBIT

10



CSXT Line

NS Line

33/37

Trains/Day Before Acquisition

Trains/Day After Acquisition



FAX TRANSMISSION
CSX971

TO MAYOR

COMPANY

PHONE #

FROM

PHONE #

BAILEY

419-435-4192

FAX #

FAX #

VERIFY (Y/N)

PAGES 1



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

Jan. 26

Sirs:

The attached letter to the President was misdirected to me. The Office of Records Management asked that I direct this to your office.

Thank you

Ed Charles
395-7345

OFFICE OF
CHAIRMAN MORGAN

FEB 3 5 27 PM '98

RECEIVED
SURFACE TRANSPORTATION
BOARD

THE WHITE HOUSE OFFICE
REFERRAL

JANUARY 16, 1998

TO: DEPARTMENT OF TRANSPORTATION
ATTN: ED CLARK, ROOM 10202

ACTION REQUESTED:
APPROPRIATE ACTION

REMARKS: ATTN: SURFACE TRANSPORTATION BOARD

DESCRIPTION OF INCOMING:

ID: 248133

MEDIA: LETTER, DATED JANUARY 2, 1998

TO: PRESIDENT CLINTON

FROM: THE HONORABLE JAMES E. BAILEY
MAYOR OF THE CITY OF FOSTORIA
213 SOUTH MAIN STREET
POST OFFICE BOX 1007
FOSTORIA OH 44830

SUBJECT: CONCERNS REGARDING THE IMPACT THAT THE
PENDING ACQUISITION OF CONRAIL BY CSX
TRANSPORTATION AND NORFOLK SOUTHERN RAILROAD
WILL HAVE ON SAFETY, CONVENIENCE OF MOVEMENT,
OF TRAFFIC, ECONOMIC DEVELOPMENT, AND QUALITY
OF LIFE ISSUES

PROMPT ACTION IS ESSENTIAL -- IF REQUIRED ACTION HAS NOT BEEN
TAKEN WITHIN 9 WORKING DAYS OF RECEIPT, PLEASE TELEPHONE THE
UNDERSIGNED AT 456-2590.

RETURN CORRESPONDENCE, WORKSHEET AND COPY OF RESPONSE
(OR DRAFT) TO:
RECORDS MANAGEMENT, ROOM 74, THE WHITE HOUSE, 20500

OFFICE OF RECORDS MANAGEMENT
THE WHITE HOUSE

THE WHITE HOUSE
CORRESPONDENCE TRACKING WORKSHEET

INCOMING

DATE RECEIVED: JANUARY 09, 1998

NAME OF CORRESPONDENT: THE HONORABLE JAMES E. BAILEY

SUBJECT: CONCERNS REGARDING THE IMPACT THAT THE
PENDING ACQUISITION OF CONRAIL BY CSX
TRANSPORTATION AND NORFOLK SOUTHERN RAILROAD
WILL HAVE ON SAFETY, CONVENIENCE OF MOVEMENT,

		ACTION		DISPOSITION	
ROUTE TO:		ACT	DATE	TYPE	C COMPLETED
OFFICE/AGENCY	(STAFF NAME)	CODE	YY/MM/DD	RESP	D YY/MM/DD
SCOTT MICHAUD		ORG	98/01/09		C 98/01/16
DEPARTMENT OF TRANSPORTATION	REFERRAL NOTE: ✓	RAA	98/01/16		/ /
	REFERRAL NOTE: ATTN: ED CLARK, ROOM 10202		/ /		/ /
	REFERRAL NOTE:		/ /		/ /
	REFERRAL NOTE:		/ /		/ /
	REFERRAL NOTE:		/ /		/ /

COMMENTS: ORIGINALS SENT PER LEANNE JOHNSON, JAN 21 98

ADDITIONAL CORRESPONDENTS: 1 MEDIA:L INDIVIDUAL CODES: _____

IG MAIL USER CODES: (A) _____ (B) _____ (C) _____

```

*****
*ACTION CODES:          *DISPOSITION          *OUTGOING          *
*                      *                      *CORRESPONDENCE:   *
*A-APPROPRIATE ACTION  *A-ANSWERED          *TYPE RESP=INITIALS *
*C-COMMENT/RECOM       *B-NON-SPEC-REFERRAL *          OF SIGNER *
*D-DRAFT RESPONSE      *C-COMPLETED        *          CODE = A  *
*F-FURNISH FACT SHEET  *S-SUSPENDED        *COMPLETED = DATE OF *
*I-INFO COPY/NO ACT NEC*                      *          OUTGOING *
*R-DIRECT REPLY W/COPY *                      *                      *
*S-FOR-SIGNATURE       *                      *                      *
*X-INTERIM REPLY       *                      *                      *
*****

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REFER QUESTIONS AND ROUTING UPDATES TO CENTRAL REFERENCE
(ROOM 75, OEOB) EXT-2590
KEEP THIS WORKSHEET ATTACHED TO THE ORIGINAL INCOMING
LETTER AT ALL TIMES AND SEND COMPLETED RECORD TO RECORDS
MANAGEMENT.

CITY OF FOSTORIA, OHIO
OFFICE OF THE MAYOR - DIRECTOR
Post Office Box 1007
FOSTORIA, OHIO 44830-1007



**President William J. Clinton
White House
1600 Pennsylvania Ave., NW
Washington, D.C. 20500**

JAN 6 1998

20500-0003

