



Office of the City Clerk City of Chicago

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Referred to Committees at the Chicago City Council Meeting

9/11/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Intergovernmental			
1	O2013-6146	Intergovernmental agreement with City Treasurer and Chicago Park District regarding investment portfolio management	Emanuel, Rahm (Mayor) Finance
2	O2013-6235	Intergovernmental agreement with Chicago Park District for use of tax increment financing for improvements to Union Park Fieldhouse and Poolhouse	Emanuel, Rahm (Mayor) Finance
3	O2013-6244	Intergovernmental agreement with Chicago Park District for use of tax increment financing for expansion of Lindblom Park	Emanuel, Rahm (Mayor) Finance
Appointment(s)			
4	A2013-100	Appointment of Adela M. Cepeda as member of Community Development Commission	Emanuel, Rahm (Mayor) Economic
5	A2013-101	Appointment of Matthew W. Brewer as commissioner of Chicago Housing Authority	Emanuel, Rahm (Mayor) Housing
6	A2013-106	Appointment of John H. Idler as member of Special Service Area No. 1, State Street Commission	Emanuel, Rahm (Mayor) Finance
7	A2013-109	Appointment of Jacob Elkins-Ryan as member of Special Service Area No. 8, Lakeview East Commission	Emanuel, Rahm (Mayor) Finance
8	A2013-111	Appointment of Jennifer E. Martin as member of Special Service Area No. 34, Uptown Commission	Emanuel, Rahm (Mayor) Finance
9	A2013-94	Appointment of Jose G. Maldonado, Jr. as commissioner of Public Building Commission	Emanuel, Rahm (Mayor) Zoning
10	A2013-96	Appointment of Chet T. Jackson as member of Chicago Development Fund Advisory Board	Emanuel, Rahm (Mayor) Finance
11	A2013-97	Appointment of Carlos A. Nelson as member of Chicago Development Fund Advisory Board	Emanuel, Rahm (Mayor) Finance
12	A2013-98	Appointment of Bernita Johnson-Gabriel as member of Chicago Development Fund Advisory Board	Emanuel, Rahm (Mayor) Finance
13	A2013-99	Appointment of Craig Chico as member of Chicago Development Fund Advisory Board	Emanuel, Rahm (Mayor) Finance
CDBG			
14	O2013-6150	Year XXXVI CDBG Adjustment	Emanuel, Rahm (Mayor) Budget

Legislation Referred to Committees at the Chicago City Council Meeting

9/11/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
Class C				
15	O2013-6587	Support of Class C tax incentive for Chicago Film Studios, LLC	Emanuel, Rahm (Mayor)	Finance <i>Redacted Record</i>
Fund 925 Amendment(s)				
16	O2013-6147	Amendment of 2013 Annual Appropriation Ordinance within Fund No. 925 for Department of Family and Support Services and Department of Housing and Economic Development	Emanuel, Rahm (Mayor)	Budget
Honorary Street Designation(s)				
17	O2013-6140	Renaming of S Stony Island Ave from E 56th St to E 95th St as "Reverend Bishop Brazier Avenue"	Emanuel, Rahm (Mayor) And Others	Transportation
Municipal Code Amendment(s)				
18	O2013-6156	Amendment of Sections 11-4-120, 11-4-2510, 11-4-2540 and 17-17-0105-D of Municipal Code regarding biogas recovery	Emanuel, Rahm (Mayor)	Health & Environment
19	O2013-6159	Amendment of Section 13-12-125 of Municipal Code regarding vacant buildings	Emanuel, Rahm (Mayor) Thompson, Joann (16)	Zoning
Open Space Impact Fee(s)				
20	O2013-6184	Expenditure of Open Space Impact Fee funds for renovation and creation of new park space at Till-Mobley Park and Beehive Park	Emanuel, Rahm (Mayor)	Special Events
21	O2013-6204	Expenditure of Open Space Impact Fee funds for Major Taylor Trail	Emanuel, Rahm (Mayor)	Special Events
Property - Acquisition				
22	O2013-6634	Acquisition of property at 301 E 43rd St, 315 E 43rd St and 4253 S Prairie Ave for new redevelopment in conservation area	Emanuel, Rahm (Mayor)	Housing
Reappointment(s)				
23	A2013-102	Reappointment of Bridget M. Reidy as commissioner of Chicago Housing Authority	Emanuel, Rahm (Mayor)	Housing
24	A2013-103	Reappointment of Christopher C. Melvin, Jr. as member of Board of Directors of Regional Transportation Authority	Emanuel, Rahm (Mayor)	Transportation
25	A2013-104	Reappointment of Anthony K. Anderson as member of Board of Directors of Regional Transportation Authority	Emanuel, Rahm (Mayor)	Transportation
26	A2013-105	Reappointment of Joseph M. Ferguson as Inspector General	Emanuel, Rahm (Mayor)	Budget

Legislation Referred to Committees at the Chicago City Council Meeting

9/11/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
27	A2013-108	Reappointment of Manuel Jimenez, David R. Supanich, Gintaras P. Cepenas, Jean T. Lopez, Sheldon K. Rice and Mark J. Di Valerio as members of Special Service Area No. 3, Southwest Business Growth Area Commission	Emanuel, Rahm (Mayor) Finance
28	A2013-110	Reappointment of Mona K. Buechler as member of Special Service Area No. 19, Howard Street Commission	Emanuel, Rahm (Mayor) Finance
29	A2013-93	Reappointment of Martin J. Oberman as member of Commuter Rail Board (Metra)	Emanuel, Rahm (Mayor) Transportation
30	A2013-95	Reappointment of Terry Peterson as member of Chicago Transit Board	Emanuel, Rahm (Mayor) Transportation
Special Service Area(s)			
31	O2013-6437	Public hearing on reconstitution of Special Service Area No. 68 (formerly Special Service Area No. 5)	Emanuel, Rahm (Mayor) Finance
32	O2013-6459	Public hearing on reconstitution of Special Service Area No. 65 (formerly Special Service Area No. 14)	Emanuel, Rahm (Mayor) Finance
33	O2013-6463	Public hearing on reconstitution of Special Service Area No. 20	Emanuel, Rahm (Mayor) Finance
34	O2013-6471	Public hearing on reconstitution of Special Service Area No. 67 (formerly Special Service Area No. 24)	Emanuel, Rahm (Mayor) Finance
35	O2013-6476	Public hearing on reconstitution of Special Service Area No. 32	Emanuel, Rahm (Mayor) Finance
36	O2013-6484	Public hearing on reconstitution of Special Service Area No. 60	Emanuel, Rahm (Mayor) Finance
37	O2013-6489	Public hearing on reconstitution of Special Service Area No. 61	Emanuel, Rahm (Mayor) Finance
38	O2013-6490	Public hearing on reconstitution of Special Service Area No. 62	Emanuel, Rahm (Mayor) Finance
39	O2013-6497	Public hearing on reconstitution of Special Service Area No. 63	Emanuel, Rahm (Mayor) Finance
40	O2013-6504	Public hearing on reconstitution of Special Service Area No. 64	Emanuel, Rahm (Mayor) Finance



City of Chicago



O2013-6146

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with City Treasurer and Chicago Park District regarding investment portfolio management
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the City Treasurer, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Chicago Park District (the "Park District") is a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Park District has requested that the City, acting by and through its Office of the City Treasurer, provide certain services with respect to a portion of the Park District's investment portfolio, which will remain in the name of the Park District, and which services shall include assisting the Park District in executing trades of approved securities at the Park District's direction and transferring funds between investment accounts and the Park District as appropriate at the Park District's direction; now, therefore,

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

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

Section 2. The City Treasurer (the "Treasurer") or a designee thereof is hereby authorized to execute, subject to the review of the Corporation Counsel as to form and legality, an agreement with the Park District in substantially the form attached hereto as Exhibit 1, and such other documents as are deemed necessary, between the City and the Park District, which agreement and other necessary documents may contain such other terms as are deemed necessary or appropriate by the Treasurer. The Treasurer and the designees thereof are authorized to execute such additional documents, information, assurances and certifications and to take such additional actions as may be necessary or required pursuant to the aforementioned agreement as contemplated therein.

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

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

EXHIBIT 1

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO OFFICE OF THE CITY TREASURER AND THE CHICAGO PARK DISTRICT REGARDING INVESTMENT PORTFOLIO MANAGEMENT

This Intergovernmental Agreement (the "Agreement") is made and entered into this ____ day of ____, 2013 by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting by and through its Office of the City Treasurer (the "Treasurer's Office"), and the Chicago Park District (the "Park District"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

RECITALS

WHEREAS, the Park District has requested that the Treasurer's Office provide certain services with respect to a portion of the Park District's investment portfolio, which will remain in the name of the Park District, and which services shall include assisting the Park District in executing trades of approved securities at the Park District's direction and transferring funds between investment accounts and the Park District as appropriate at the Park District's direction (such services shall be referred to herein as the "Services").

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

TERMS AND CONDITIONS

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: COMPLIANCE WITH ALL LAWS

The parties shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as the parties' respective policies, programs and procedures, all as may be in effect from time to time, pertaining to or affecting the Services or the parties as related thereto.

ARTICLE THREE: THE SERVICES

1. General Scope of Services. The Treasurer's Office will provide the Services described below with the respect to certain of the Park District assets ("Assets") on behalf of the Park District. In carrying out the Services, the Treasurer's Office will have the following responsibilities:

- a. with the assistance of, and input from, the Park District, recommend an asset allocation strategy based on prior discussions in accordance with state and federal law, and Park District policies, cash flow needs and risk tolerances, with such strategy subject to the Park District's approval;
- b. prior to the finalization of an investment plan, provide a detailed report

documenting the proposed investment plan and justifying the basis of the recommended approach to achieve the Park District's investment goals, and update such reports and make such presentations as the Park District deems necessary;

c. recommend investments on an ongoing weekly basis;

d. provide ongoing communications with the Park District's Treasurer on market conditions, performance of investments and proactively identifying adjustments to better meet the Park District's ongoing needs;

e. maintain accurate and detailed records of all financial transactions related to Park District accounts on an ongoing basis;

f. prepare performance reports on no less than a monthly basis documenting whether and how the investment approach has met the Park District's goals;

g. provide such mark-to-market or other investment valuations as the Park District shall request within twenty-four (24) hours of such request; and

h. prepare or otherwise arrange for the execution of any recommended investments approved by the Park District (provided, however, the actual execution of any purchase, sale or other transfer of any investment shall be made by the Park District).

2. **Costs.** The Treasurer's Office shall incur monthly fees for use of financial markets data and analytical software. The Park District shall pay for a subscription to Bloomberg to assist the Treasurer's Office in performing the Services. In the event other fees or costs are incurred by the City in the future that can be directly attributed to the Services, the Park District shall only be responsible for fees or costs that are incremental to the Park District's portion of the costs. The City shall request reimbursement or direct payment of such incremental fees or costs from the Park District.

3. **Audit.** The Treasurer's Office will cooperate with the Park District's auditors with respect to the Services.

4. **Investment Policy.** The Treasurer's Office shall follow the authorized investment policy of the Park District (the "Policy," a current copy of which is attached and incorporated herein as Exhibit A) in making any recommendations to the Park District at all times in the performance of the Services. The Park District is responsible for providing any written updates of the Policy to the Treasurer's Office.

All recommendations will be made in accordance with the Prudent Investor Rule as specified in the Policy.

5. **Reporting.** The Treasurer's Office shall provide investment reporting to the Park District, so long as the desired reports are feasible with current report generation systems in place at the Treasurer's Office. Subject to the foregoing, the Treasurer's Office shall provide monthly reports to the Park District which shall include the following by fund/account:

- Description of Portfolio Holdings by Asset Class
- Coupon Rate
- Rate of Return (yield)
- CUSIP #
- Total Cost
- Market Value
- Maturity date, Purchase date
- Duration
- Quality (rating)

6. Custodianship. Investments will be in the name of the Park District and held by a custodian, as designated by the Park District (the "Custodian"). The Park District will wire monies directly to the Custodian, who will be responsible for the custody and possession of the purchased investments, the collection of interest, dividends and other income attributable to investments in the account. The Treasurer's Office shall not have custody or possession of Assets or of any other funds or securities in which the Park District has a beneficial interest, nor will the Treasurer's Office be allowed to wire monies to a third party other than for the settlement of investment purchases.

7. Liquidation of Assets. The Park District reserves the right to liquidate Assets that have been wired to the Custodian. The Park District may direct the Treasurer's Office that Assets be liquidated and returned within two (2) business days or that Assets be sold on behalf of the Park District within accounts based on liquidity needs of the Park District.

8. Account Instructions and Authorized Persons. There will be funds (ACH or fedwire) transferred from the Park District to the Custodian, with directions to deposit in various funds/accounts and anticipated duration of the investments for each fund/account. The Park District from time to time will provide the Treasurer's Office with a written "Draw Down Schedule" specifying amounts of cash that the Park District will require in the account as of particular dates, and the Treasurer's Office will recommend investments having maturities corresponding to such cash requirements to the Park District.

Only those persons (the "Authorized Persons") listed on Exhibit B attached and incorporated herein, are authorized to provide instructions or directions on behalf of the Park District with respect to account assets. Exhibit B may be amended from time to time by the Park District with written notice to the Treasurer's Office.

9. Broker-Dealers. The Treasurer's Office will provide to the Park District a City-approved list of broker-dealers and include information as to whether such broker-dealers are registered with the United States Securities and Exchange Commission (or exempt from registration) and whether such broker-dealers are minority- or women-owned businesses. Information regarding the utilization of broker-dealers will be provided quarterly by the Treasurer's Office to the Park District.

ARTICLE FOUR: TERM

The Term of the Agreement shall commence on the date of its execution and shall terminate upon 60 (or less upon written agreement of the parties) calendar days written notice from one party to the other.

ARTICLE FIVE: INDEMNITY; DEFAULT AND REMEDIES

1. Indemnity. (a) The Park District agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (1) the Services (but not including the City's negligence or intentional actions); or (2) the Park District's failure to comply with any of the terms, covenants and conditions contained within this Agreement. The Park District shall not have a duty to indemnify to the City for losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses to the extent such are caused by the negligence or willful misconduct of the City. (b) The City agrees to indemnify, defend and hold the Park District harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Park District arising from or in connection with: (1) the Services (but not including the Park District's negligence or intentional actions); or (2) the City's failure to comply with any of the terms, covenants and conditions contained within this Agreement. The City shall not have a duty to indemnify to the Park District for losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses to the extent such are: (i) caused by the negligence or willful misconduct of the Park District; or (ii) the result of Services previously approved and accepted by the Park District.

2. Default and Remedies. (a) The failure of the Park District to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Park District under this Agreement or any related agreement shall constitute an "Event of Default" by the Park District hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy. In the event the Park District shall fail to perform a covenant which the Park District is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Park District has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Park District shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. (b) The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any related agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Park District may terminate this Agreement and all related agreements. The Park District may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy. In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Park District specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE SEVEN: NOTICE

Notice to Park District shall be addressed to:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Superintendent

with a copy to:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Counsel

Notice to the City shall be addressed to:

City of Chicago
Office of the City Treasurer
City Hall, Room 106
121 North LaSalle Street
Chicago, Illinois 60602

and

City of Chicago
Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

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

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (c) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

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

This Agreement shall inure to the benefit of and shall be binding upon the City, the Park District and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

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

ARTICLE TWELVE: COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on _____, 2013 (the "Agreement Ordinance"). Execution of this Agreement by the Park District is authorized by order of the Board of Commissioners of the Park District on _____, 2013. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

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

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

No member, official, employee, commissioner or agent of the City or the Park District shall be

individually or personally liable in connection with this Agreement.

ARTICLE NINETEEN: REPRESENTATIVES

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

For the Park District: [name, title]
Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Phone: (312) 742-____
Email:

For the City: Thomas Latzke, Deputy City Treasurer
City Treasurer's Office
121 N LaSalle Street
City Hall Room 106
Chicago, IL 60602
Phone: (312) 742-1852
Email: thomas.latzke@cityofchicago.org

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

[Balance of this page is intentionally left blank.
The signature page immediately follows this page.]

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

CITY OF CHICAGO, ILLINOIS

By: _____
City Treasurer

CHICAGO PARK DISTRICT

By: _____
General Superintendent

ATTEST

By: _____
Secretary

EXHIBIT A, THE POLICY
(see attached)
[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

EXHIBIT B, AUTHORIZED PERSONS
(see attached)
[NOT ATTACHED FOR PURPOSES OF ORDINANCE]



City of Chicago



O2013-6235

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District Union Park -- Fieldhouse for tax increment financing assistance
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the Park District has undertaken to rehabilitate and make interior improvements and energy efficiency improvements to the fieldhouse and the poolhouse (said improvements collectively referred to as the "Project") located on a parcel of land known as Union Park, which is generally located at 1501 West Randolph Street, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

WHEREAS, the Property lies wholly within the boundaries of the Central West Redevelopment Area (as hereinafter defined); and

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

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on February 16, 2000 and published in the Journal of the Proceedings of the City Council (the "Journal of Proceedings") for said date at pages 25276---25431, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area; furthermore, the Plan, the Central West Redevelopment Area, its designation as a "redevelopment project area" and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 and published in the Journal of Proceedings for said date at pages 22072 to 22292, and the Plan was further amended pursuant an ordinance adopted on September 8, 2011 and published in the Journal of Proceedings for said date at pages 6051 to 6136; and

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

WHEREAS, The City wishes to make available to the Park District a portion of the

Central West Increment in an amount not to exceed \$2,050,000 for the purpose of partially funding the Project (the "TIF-Funded Improvements") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

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

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

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

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

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

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

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

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

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

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

EXHIBIT A—To Ordinance

[Subject to Survey and Title Commitment]

Legal Description

General Location & Common Address: 1501 West Randolph Street

P.I.N.: 17-08-321-001-0000

Legal Description: PARTS OF LOTS 4, 5, AND 6 IN CIRCUIT PARTITION OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 **EAST OF THE THIRD PRINCIPAL MERIDIAN**, LYING SOUTH OF THE SOUTH LINE OF LAKE STREET, EAST OF THE EAST LINE OF ASHLAND AVENUE, NORTH OF THE NORTH LINE OF WARREN AVENUE, WESTERLY OF THE WEST LINE OF BRYAN PLACE AND NORTHWESTERLY OF OGDEN AVENUE, IN COOK COUNTY, ILLINOIS

Above described parcel contains approximately 14.23 acres.

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

SEE ATTACHED

**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
UNION PARK—FIELDHOUSE**

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

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds it intends to expend or has expended for the rehabilitation of certain facilities which are a part of Union Park (the "**Project**"), an approximately 14.23 acre park located at 1501 W. Randolph Street and legally described in **Exhibit A** (the "**Property**").

D. The Park District owns the Property and the Property lies wholly within the boundaries of the Central West Redevelopment Area (as hereinafter defined).

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

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on February 16, 2000 and published in the Journal of the Proceedings of the City Council (the "**Journal**") for said date at pages 25276—25431, the City Council: (i) approved and adopted a redevelopment plan and project (the "**Plan**") for a portion of the City known as the "Central West Redevelopment Project Area" (the "**Central West Redevelopment Area**"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area. Furthermore, the Plan, the Central West Redevelopment Area, its designation as a "redevelopment project area" and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 and published in the Journal for said date at pages 22072 to 22292, and the Plan was further amended pursuant an ordinance adopted on September 8, 2011 and published in the Journal of Proceedings for said date at pages 6051 to 6136.

G. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant

to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("**Increment**") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs. (Increment collected from the Central West Redevelopment Area shall be known as the "**Central West Increment**").

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

I. HED wishes to make available to the Park District a portion of the Central West Increment in an amount not to exceed a total of \$2,050,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

J. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Central West Redevelopment Area.

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

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

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

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

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

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

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

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

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

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

SECTION 2. FUNDING

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

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

2.3. Within **[15]** days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than **[90]** days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

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

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

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

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

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

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

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

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

2.6. The current estimated cost of the entire Project is \$2,050,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so

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

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

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

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

SECTION 3. TERM.

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

SECTION 4. ENVIRONMENTAL MATTERS

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property and (b) to determine if any environmental remediation is necessary with respect to the Property or the Project, and any such work that the Park District determines is required shall be performed at its sole cost and expense as the parties understand and agree that the City's financial obligation shall be limited to an amount not to exceed the TIF Assistance which is provided solely for the items set forth on Exhibit C. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

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

SECTION 5. INSURANCE.

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

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

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

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

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

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

5.2. The Park District will furnish the City at the address stated in **Section 8.13**, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and renewal Certificates of Insurance, promptly as any requisite insurance is renewed. The Park District

shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

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

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

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

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

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

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

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

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

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

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

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

SECTION 7. DEFAULT.

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

overnight courier or (d) registered or certified first class mail, return receipt requested.

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

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

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

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

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By: _____
Kantrice Ogletree
Secretary

Exhibit A

**Legal Description
[Subject to Survey and Title Commitment]**

General Location : 1501 West Randolph Street

P.I.N.: 17-08-321-001-0000

Legal Description: PARTS OF LOTS 4, 5, AND 6 IN CIRCUIT PARTITION OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF LAKE STREET, EAST OF THE EAST LINE OF ASHLAND AVENUE, NORTH OF THE NORTH LINE OF WARREN AVENUE, WESTERLY OF THE WEST LINE OF BRYAN PLACE AND NORTHWESTERLY OF OGDEN AVENUE, IN COOK COUNTY, ILLINOIS

Above described parcel contains approximately 14.23 acres.

Exhibit B

Plans and Specifications

[To be attached at closing]

Exhibit C

**Project Budget /
TIF-Funded Improvements**

Preliminary Budget

Window repair and replacement	\$ 625,000
Roof replacement	\$ 375,000
Masonry	\$ 250,000
HVAC	<u>\$ 800,000</u>
TOTAL	\$2,050,000

The Commissioner may approve changes to the preliminary budget.

Exhibit D

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

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

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

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

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

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

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

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

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

Chicago Park District

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

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



City of Chicago



O2013-6244

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District for tax increment financing for expansion of Lindblom Park
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the Park District has proposed a park expansion, including design, soil removal, foundations and construction of an artificial turf field, and resurfacing of the running track, at the public park variously known as Lindblom Park or Park # 243 (the "**Project**"), with a street address of 6054 S. Damen Avenue, Chicago, the premises of which are legally described in Exhibit A (the "**Property**"); and

WHEREAS, the Property lies wholly within the boundaries of the 63rd / Ashland Redevelopment Project Area (as hereinafter defined); and

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

WHEREAS, pursuant to an ordinance adopted by the City Council on March 29, 2006, a certain redevelopment plan and project (the "**63rd / Ashland Redevelopment Plan**") for the 63rd / Ashland Redevelopment Project Area (the "**63rd / Ashland Redevelopment Project Area**") was approved pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 29, 2006, the 63rd / Ashland Redevelopment Project Area was designated as a "redevelopment project area" pursuant to the Act; and

WHEREAS, pursuant to an ordinance (the "**TIF Ordinance**") adopted by the City Council on March 29, 2006, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain 63rd / Ashland Redevelopment Project Area redevelopment project costs (the "**Redevelopment Project Costs**"), as such term is defined in Section 5/11-74.4-3(q) of the Act, incurred pursuant to the 63rd / Ashland Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("**Incremental Taxes**") are allocated to, and when collected are paid to, the Treasurer of the City of Chicago (the "**Treasurer**") for deposit by the Treasurer into the "63rd / Ashland Redevelopment Project Area Special Tax Allocation Fund" (the "**Fund**") established pursuant to the TIF Ordinance to pay Redevelopment Project Costs and obligations incurred in the payment thereof; and

WHEREAS, pursuant to Section 4(q) of the Act, the City can use Incremental Taxes from one redevelopment project area for eligible Redevelopment Project Costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Incremental Taxes is received so

long as the applicable redevelopment plans permit such use (the **"Transfer Rights"**); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 9, 1995, the City Council: (1) approved and adopted a redevelopment plan (the **"60th and Western Redevelopment Plan"**) for the 60th and Western Redevelopment Project Area (the **"60th and Western Redevelopment Area"**) of the City; (2) designated the 60th and Western Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the 60th and Western Redevelopment Area; and

WHEREAS, the 63rd / Ashland Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 60th and Western Redevelopment Area; and

WHEREAS, the 60th and Western Redevelopment Plan permits the exercise of Transfer Rights with respect to Incremental Taxes from the 60th and Western Redevelopment Area (**"60th and Western Increment"**) and the 63rd / Ashland Redevelopment Plan permits the receipt of Incremental Taxes pursuant to Transfer Rights; and

WHEREAS, pursuant to the City's Transfer Rights under the Act, the 60th and Western Redevelopment Plan, and the 63rd / Ashland Redevelopment, the City's Department of Housing and Economic Development (**"HED"**) desires to make available to the Park District a portion of the 60th and Western Increment in an amount not to exceed \$2,000,000 for the purpose of funding the construction of the Project (the **"TIF-Funded Improvements"**) in the Redevelopment Area;; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), Incremental Taxes may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, the 63rd / Ashland Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

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

WHEREAS, in accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the 63rd / Ashland Redevelopment Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

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

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

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

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

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

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

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

EXHIBIT A

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

THE EAST FIFTEEN AND FOUR HUNDRED FOUR THOUSANDTHS (15.404) ACRES (EXCEPT THE EAST THIRTY THREE (33) FEET AND EXCEPT THE NORTH THIRTY THREE (33) FEET THEREOF) OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SECTION EIGHTEEN (18), TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6054 S. Damen Avenue, Chicago

PINs: 20 18 301 004 0000
20 18 302 005 0000

EXHIBIT B

AGREEMENT

[see attached]

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT**

LINDBLOM PARK

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

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds it intends to expend or has expended for certain improvements to an existing 17.6-acre park commonly known as Lindblom Park or Park # 243 (the "**Park**"), with a street address of 6054 S. Damen Avenue, in Chicago, Illinois, and legally described in Exhibit A (the "**Property**"). The Park District has proposed to further improve and expand the Park as described in Exhibit B, such improvement being hereinafter referred to as the "Project."

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

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

F. Pursuant to an ordinance (the "**Approval Ordinance**") adopted by the City Council on March 29, 2006, a certain redevelopment plan and project (the "**63rd / Ashland Redevelopment Plan**") for the 63rd / Ashland Redevelopment Project Area (the "**63rd / Ashland Redevelopment Project Area**") was approved pursuant to the Act.

G. Pursuant to an ordinance (the "**Designation Ordinance**") adopted by the City Council on March 29, 2006, the 63rd / Ashland Redevelopment Project Area was designated as a "redevelopment project area" pursuant to the Act.

H. Pursuant to an ordinance (the "**TIF Ordinance**" and together with the Approval Ordinance and the Designation Ordinance, the "**63rd / Ashland Ordinances**") adopted by the City Council on March 29, 2006, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain 63rd / Ashland Redevelopment Project Area redevelopment project costs (the "**Redevelopment Project Costs**"), as such term is defined in Section 5/11-74.4-3(q) of the Act, incurred pursuant to the 63rd / Ashland Redevelopment Plan.

I. Pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("**Incremental Taxes**") are allocated to, and when collected are paid to, the Treasurer of the City of Chicago (the "**Treasurer**") for deposit by the Treasurer into the "63rd / Ashland Redevelopment Project Area Special Tax Allocation Fund" (the "**63rd / Ashland TIF Fund**") established pursuant to the TIF Ordinance to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

J. Pursuant to Section 4(q) of the Act, the City can use Incremental Taxes from one redevelopment project area for eligible Redevelopment Project Costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Incremental Taxes is received so long as the applicable redevelopment plans permit such use (the "**Transfer Rights**").

K. To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 9, 1995, the City Council: (1) approved and adopted a redevelopment plan (the "**60th and Western Redevelopment Plan**") for the 60th and Western Redevelopment Project Area (the "60th and Western Redevelopment Area") of the City; (2) designated the 60th and Western Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the 60th and Western Redevelopment Area (collectively, the "**60th and Western Ordinances.**")

L. Other projects have previously been constructed within the 63rd / Ashland Redevelopment Area for which the City has allocated Incremental Taxes for use for the payment of Redevelopment Project Costs.

M. The 63rd / Ashland Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 60th and Western Redevelopment Area.

N. The 60th and Western Redevelopment Plan permits the exercise of Transfer Rights with respect to Incremental Taxes from the 60th and Western Redevelopment Area ("**60th and Western Increment**") and the 63rd / Ashland Redevelopment Plan permits the receipt of Incremental Taxes pursuant to Transfer Rights.

O. It is anticipated that the City may, in its discretion, in an estimated amount not to exceed \$2,000,000 to fund certain Redevelopment Project Costs of the Project to the extent and in the manner provided in the Agreement (as hereinafter defined); and

P. Pursuant to the City's Transfer Rights under the Act, the 60th and Western Redevelopment Plan, and the 63rd / Ashland Redevelopment, HED desires to make available to the Park District a portion of the 60th and Western Increment in an amount not to exceed \$2,000,000 ("**Project Assistance**") for the purpose of funding the construction of the Project

(the “**TIF-Funded Improvements**”) in the Redevelopment Area; and

Q. under 65 ILCS 5/11-74.4-3(q)(7), Incremental Taxes may be used to pay all or a portion of a taxing district’s capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

R. the 63rd / Ashland Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

S. the Park District is a taxing district under the Act; and

T. in accordance with the Act, the TIF-Funded Improvements shall include such of the Park District’s capital costs necessarily incurred or to be incurred in furtherance of the objectives of the 63rd / Ashland Redevelopment Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District’s capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute “taxing districts’ capital costs” as defined in Section 5/11-74.4-3(u) of the Act; and

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

V. On _____, 2013, the City Council enacted an ordinance published in the Journal for said date at pages _____ to _____ (the “**Authorizing Ordinance**”) that authorized the execution of this Agreement.

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

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

SECTION 1. THE PROJECT.

1.1. No later than 12 months from the Closing Date, or later as the Commissioner of HED (the “**Commissioner**”) may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

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

1.4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with each request for 60th and Western Increment funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

SECTION 2. FUNDING

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

2.2. The City shall establish a special account within the 63rd / Ashland TIF Fund that shall be known as the "Lindblom Park Account." Disbursement of Project Assistance funds will be subject to the availability of 60th and Western Increment in the Lindblom Park Account, subject to all restrictions on and obligations of the City contained in the 63rd and Ashland Ordinances and the 60th and Western Ordinances, or relating to the 60th and Western Increment, and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 90 days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy, to the reasonable satisfaction of the Commissioner, that it has satisfactory title to the Property, which may be evidenced by a valid lease agreement or an acceptable title insurance policy, subject only to those title exceptions acceptable to the City and the Park District. If the Park District is unable to satisfy this condition, either Party may terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may periodically submit requisitions to the City for payment in the form of Exhibit C hereto ("Certificate of Expenditure"). The City shall not approve Requisitions for Payment in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Simultaneous with the submission of each Certificate of Expenditure, the Park District shall submit documentation regarding the applicable expenditures

to HED. Delivery by the Park District to HED of any Certificate of Expenditure to the City shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request, that:

- (a) the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;
- (b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;
- (c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications previously approved by HED; and
- (d) the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

2.6. The current estimate of the cost of the entire Project is approximately \$2,000,000. The Park District has delivered to the Commissioner a project budget for the Project, attached as Exhibit D hereto. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete its budgeted portion of the Project. The Park District acknowledges that the City will only contribute the Project Assistance amount to the Project, subject to the terms and conditions of this Agreement, and that all costs of completing the Project over and above the Project Assistance amount shall be the sole responsibility of the Park District. If the Park District does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

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

to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of Project Assistance, subject to the terms of this Agreement.

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

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

SECTION 3. TERM.

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

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein or any applicable funding provided by the Park District. The City's financial obligation shall be limited to an amount not to exceed \$750,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

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

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

SECTION 5. INSURANCE.

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

- (a) Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.
- (b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
- (c) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, The Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, The Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.
- (e) Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

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

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

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

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

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

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

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

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

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

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

SECTION 6. INDEMNIFICATION/NO PERSONAL LIABILITY.

6.1. To the full extent of liability of a municipal corporation, unless precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to defend, indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs, suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply

with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

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

SECTION 7. COMPLETION DEADLINE; DEFAULT.

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement and no act of the Parties shall be deemed or construed by the Parties or by third parties to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

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

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

8.13. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following

means: (a) personal service; (b) electronic communications, whether by telex, telegram, facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

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

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

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

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

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally blank.
Signatures appear on the following page.]

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

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

Legal Description

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

THE EAST FIFTEEN AND FOUR HUNDRED FOUR THOUSANDTHS (15.404) ACRES
(EXCEPT THE EAST THIRTY THREE (33) FEET AND EXCEPT THE NORTH THIRTY THREE
(33) FEET THEREOF) OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST
QUARTER OF THE SECTION EIGHTEEN (18), TOWNSHIP THIRTY EIGHT (38) NORTH,
RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Common Address: 6054 S. Damen Avenue, Chicago

PINs: 20 18 301 004 0000
20 18 302 005 0000

EXHIBIT B

Project Description

Project scope includes design, soil removal, foundations and construction of an artificial turf field, and resurfacing of the running track. The artificial turf field will accommodate football, soccer, and lacrosse.

EXHIBIT C

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

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

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

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

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

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

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

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

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

Chicago Park District

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

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

EXHIBIT D

Project Budget; TIF-Funded Improvements

The total cost of the project is \$2,000,000. In no event, however, shall funding from the 63rd / Ashland TIF Fund, including any 60th and Western Increment that is ported into the 63rd / Ashland TIF Fund, exceed \$2,000,000.

Sources Budget:

City of Chicago (TIF)	\$2,000,000

Uses Budget:

Design, Survey and	
Ground Penetrating Radar	\$250,000
Artificial Turf Field	\$850,000
Drainage	\$150,000
Soil and foundation removal	\$250,000
New Track	\$500,000

Total project costs =	\$2,000,000

The Commissioner may approve changes to this preliminary budget.



City of Chicago



A2013-100

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Adela M. Cepeda as member of Community Development Commission
Committee(s) Assignment:	Committee on Economic, Capital and Technology Development

Econ



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Adela M. Cepeda as a member of the Community Development Commission for a term effective immediately and expiring February 26, 2017, to complete the unexpired term of Ellen K. Sahli, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-101

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Matthew W. Brewer as commissioner of Chicago Housing Authority
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Matthew W. Brewer as a commissioner of the Chicago Housing Authority for a term effective immediately and expiring July 7, 2016, to complete the unexpired term of Adela M. Cepeda, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-106

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of John H. Idler as member of Special Service Area No. 1, State Street Commission
Committee(s) Assignment:	Committee on Finance



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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed John H. Idler as a member of Special Service Area No. 1, the State Street Commission, for a term effective immediately and expiring October 1, 2016, to succeed Warrick L. Carter, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

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City of Chicago



A2013-109

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Jacob Elkins-Ryan as member of Special Service Area No. 8, Lakeview East Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Jacob Elkins-Ryan as a member of Special Service Area No. 8, the Lakeview East Commission, for a term effective immediately and expiring February 15, 2014, to complete the unexpired term of Ernestine P. Alfonsetti, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-111

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Jennifer E. Martin as member of Special Service Area No. 34, Uptown Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Jennifer E. Martin as a member of Special Service Area No. 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2015, to succeed Anne M. Haywood, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-94

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Jose G. Maldonado, Jr. as commissioner of Public Building Commissioner
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Jose G. Maldonado, Jr. as a commissioner of the Public Building Commission for a term effective immediately and expiring September 30, 2014, to complete the unexpired term of Juan R. Rangel, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-96

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Chet T. Jackson as member of Chicago Development Fund Advisory Board
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to the Chicago Development Fund Advisory Board.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Chet T. Jackson as a member of the Chicago Development Fund Advisory Board, for a term effective immediately and expiring December 31, 2015, to succeed James F. Capraro, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-97

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Carlos A. Nelson as member of Chicago Development Fund Advisory Board
Committee(s) Assignment:	Committee on Finance

Fin



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Carlos A. Nelson as a member of the Chicago Development Fund Advisory Board, for a term effective immediately and expiring December 31, 2015, to succeed Stacie Young, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-98

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Bernita Johnson-Gabriel as member of Chicago Development Fund Advisory Board
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Bernita Johnson-Gabriel as a member of the Chicago Development Fund Advisory Board, for a term effective immediately and expiring December 31, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-99

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Craig Chico as member of Chicago Development Fund Advisory Board
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Craig Chico as a member of the Chicago Development Fund Advisory Board, for a term effective immediately and expiring December 31, 2015, to succeed Bruce Wellems, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

Samuel S.



City of Chicago



O2013-6150

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Year XXXVI CDBG Adjustment
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a Year XXXIX CDBG adjustment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

WHEREAS, By ordinance passed by the City Council on November 15, 2012 for the 2013 fiscal year; the City Council authorized the projected use of Community Development Block Grant entitlement funds for Year XXXIX (the "Year XXXIX CDBG Ordinance"); and

WHEREAS, Pursuant to the Year XXXIX CDBG Ordinance, the reprogramming of funds is subject to review and approval by the City Council; and

WHEREAS, The Office of Budget and Management seeks to increase the appropriation by \$520,000 that has become available due to the receipt of more loan repayments than were originally expected; and

WHEREAS, The City desires to amend the Year XXXIX CDBG Ordinance to account for the above-described funding increase; now, therefore,

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

SECTION 1. The Year XXXIX CDBG Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

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

Exhibit A**AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT**

	<u>Strike Amount</u>	<u>Add Amount</u>
APPROPRIATION ORDINANCE		
Community Development Block Grant	81,591,000	81,591,000
Revenue from Loan Repayments	221,000	741,000
(54) – Department of Housing & Economic Development		
2515. Developer Services	1,926,340	1,926,340
.9103 Rehabilitation Loans and Grants	1,544,169	2,064,169
(54) Department Total	30,347,917	30,867,917



City of Chicago



O2013-6587

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Support of Class C tax incentive for Chicago Film Studios, LLC
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing a Class C tax status for Chicago Film Studios, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial or commercial purposes; and

WHEREAS, the City, consistent with the Classification Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Chicago Film Studios Industrial Real Estate Holdings, LLC, an Illinois limited liability company ("the "Applicant") purchased certain real estate that was a portion of the Joseph T. Ryerson & Son, Inc. steel plant located generally at West 17th Street and South Rockwell Street, Chicago, Illinois 60608 (the "Center Plant"), as described on Exhibit A hereto; and

WHEREAS, Chicago Film Studios North, LLC, an Illinois limited liability company ("CFS North") purchased certain real estate that was a portion of the Joseph T. Ryerson & Son, Inc. steel plant located generally at West 15th Street and South Rockwell Street, Chicago, Illinois 60608 (the "North Plant"), as described on Exhibit B hereto; and

WHEREAS, Chicago Film Studios South, LLC, an Illinois limited liability company ("CFS South") purchased certain real estate that was a portion of the Joseph T. Ryerson & Son, Inc. steel plant located generally at West 18th Street and South Rockwell Street, Chicago, Illinois 60608 (the "South Plant"), as described on Exhibit C hereto; and

WHEREAS, on October 15, 2012, CFS North and CFS South merged into the Applicant; and

WHEREAS, the Applicant is now the sole owner of the Center Plant, the North Plant and the South Plant, which are collectively referred to herein as the "Subject Property"; and

WHEREAS, the Subject Property has undergone environmental testing and was found to contain certain adverse environmental conditions (the "Contamination"); and

WHEREAS, neither the Applicant nor the Applicant's individual owners are directly or indirectly responsible for creating the Contamination; and

WHEREAS, the Applicant has undertaken environmental remediation at the Subject Property and received from the Illinois Environmental Protection Agency's Site Remediation Program (1) a No Further Remediation Letter dated August 21, 2012 for the Center Plant, (2) a No Further Remediation Letter dated August 21, 2012 for the North Plant, and (3) a No Further

Remediation Letter dated March 25, 2013 for the South Plant (collectively, the "NFR Letters"); and

WHEREAS, the costs of remediating the Contamination on each of the Center Plant, the North Plant and the South Plant exceeded \$100,000 in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, the Applicant is in the process of constructing a development consisting of an approximately one million square foot film studio on the Subject Property (the "Development") to be used for commercial purposes in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, the Subject Property is located within the boundaries of Chicago Enterprise Zone Number 1 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and within the boundaries of the Western/Ogden Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of Redevelopment Project Areas and Enterprise Zones are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, the Applicant has filed 3 applications, one for each of the Center Plant, the North Plant and the South Plant, for the Class C classification with the Office of the Cook County Assessor (the "Assessor") pursuant to the Classification Ordinance; and

WHEREAS, the Classification Ordinance requires that, in connection with the filing of a Class C application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance or resolution expressly stating that the municipality has determined that the classification incentive is necessary for the development of the property to occur and that the municipality supports and consents to the Class C classification; and

WHEREAS, it is acknowledged that such ordinance has not been obtained within the time frame set forth in the Classification Ordinance; and

WHEREAS, it is the responsibility of the Assessor to determine that an application for a Class C classification is eligible pursuant to the Classification Ordinance; now therefore

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class C classification is necessary for the Development to occur on the Subject Property.

SECTION 3. The City hereby expressly supports and consents to the Class C classification with respect to the Subject Property.

SECTION 4. The City Clerk of the City is authorized and hereby directed to and shall send a certified copy of this Ordinance to the Assessor, and a certified copy of this Ordinance

may be included with each of the Class C applications filed with the Assessor by the Applicant, as applicant, in accordance with the Classification Ordinance.

SECTION 5. To the extent that any ordinance, resolution, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. This Ordinance shall be effective immediately upon its passage and approval.

EXHIBIT A

Center Plant Legal Description:

See Attached

Permanent Real Estate Tax Index Numbers (PINS) and Addresses in Chicago, IL:

P.I.N.	Address
16-24-223-001	2558 W. 16 th St.
16-24-223-002	2519 W. 15 th St.
16-24-223-006	2515 W. 15 th St.
16-24-223-004	2508 W. 16 th St.
16-24-402-010	1627 S. Washtenaw Ave.
16-24-402-009	1625 S. Washtenaw Ave.
16-24-402-008	1623 S. Washtenaw Ave.
16-24-402-007	1621 S. Washtenaw Ave.
16-24-402-006	1617 S. Washtenaw Ave.
16-24-402-005	1611 S. Washtenaw Ave.
16-24-402-004	1609 S. Washtenaw Ave.
16-24-402-003	1607 S. Washtenaw Ave.
16-24-402-002	1603 S. Washtenaw Ave.
16-24-402-001	1601 S. Washtenaw Ave.
16-24-402-047	2641 W. 16 th St.
16-24-402-025	1610 S. Rockwell St.
16-24-402-048	2620 W. 17 th St.

Center Plant:

PARCEL E:

Tract 1:

Lots 1 and 2 in Ryerson's resubdivision of Lots 17 and 18 of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2:

Parts of Sub-Lots 2, 3 and 6 in Block 10 in the subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, and being further described as follows, to wit: beginning at the Northeast corner of said Sub-Lot 2 in the South line of 15th Street; thence Westwardly along said South line, 55.6 feet to a corner; thence Southwardly parallel with the East line of said Sub-Lots, 143 feet to a point 1 foot North of the South line of said Sub-Lot 6; thence Northwardly by a curve convex to the East having a radius of 441.88 feet for a distance of 154.21 feet to the place of beginning, in Cook County, Illinois.

Tract 3:

Sub-Lots 2, 3 and 6 in Block 10 in the subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, except that part of said Sub-Lots described as follows, to wit: beginning at the Northeast corner of said Sub-Lot 2 in the South line of 15th Street; thence Westwardly along said South line, 55.6 feet to a corner; thence Southwardly parallel with the East line of said Sub-Lots, 143 feet to a point 1 foot North of the South line of said Sub-Lot 6; thence Northwardly by a curve convex to the East having a radius of 441.88 feet for a distance of 154.21 feet to the place of beginning, in Cook County, Illinois.

Tract 4:

The West 12.4 feet of Sub-Lots 1, 4 and 5, part of the West 12.4 feet of Sub-Lot 8 in Block 10 of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 5:

Sub-Lot 7, 10, 11, 14, 15, 18, 19, 22 and 23 in Block 10 in the Subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, together with that part of Lots 8, 9, 12, 13, 16, 17, 20, 21 and 24 in Block 10 falling in the following described property: beginning where the North line of West 16th Street meets the West line of the East 55.6 feet of Lot 23 in said Block 10; thence due North 435 feet to a point; thence due East 81.5 feet to a point;

thence due South 434.31 feet to a point in said Northerly line of West 16th Street in the Southerly line of Lot 24; thence South 89 degrees 52 minutes West along said North line of West 16th Street being along said Southerly line of Lots 24 and 23 in said Block 10, 81.5 feet to the place of beginning.

Parcel I:

Tract 1:

Lots 1 through 10, inclusive, in Kerr and Crowley's Subdivision of Lots 1, 2, 3, 4, 47, 48, 49 and 50 in the Subdivision of Block 3 of Walker's Douglas Park Addition, a subdivision of the East three-quarters of the Southeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2:

Lots 5 through 17, and Lots 26 through 46, inclusive, all in Block 3 OF Walker's Douglas Park Addition, a subdivision of the East three-quarters of the Southeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Together with all interest, if any, of Grantor in and to the land lying within any street or roadway adjoining the aforescribed property or any vacated or hereafter vacated street or alley adjoining said property, up to the centerline of such street or alley.

Together with all right title and interest of the Grantor in an overhead walkway (the "Walkway") connecting the southwest corner of the building situated on the aforesaid Parcel E to a building owned by the Grantor at the southeast corner of Rockwell Street and 16th Street (the "Service Building"). The conveyance of the Walkway shall not confer any right upon Purchaser or its employees to access the Service Building.

EXHIBIT B

North Plant Legal Description:

See Attached

Permanent Real Estate Tax Index Numbers (PINS) and Addresses in Chicago, IL:

P.I.N.	Address
16-24-222-014	2615 W. 15 th St.
16-24-222-013	2617 W. 15 th St.
16-24-222-011	2625 W. 15 th St.
16-24-222-037	2600 W. 15 th Pl.
16-24-219-002	2530 W. 15 th St.
16-24-219-011	2547 W. Ogden Ave.
16-24-222-038	2601 W. 15 th St.
16-24-222-012	2621 W. 15 th St.
16-24-222-031	2612 W. 15 th Pl.
16-24-219-001	2600 W. 16 th St.
16-24-219-009	2513 W. 14 th St.
16-24-219-012	2543 W. Ogden Ave.

North Plant:

Legal Description

PARCEL D

LOTS 1 TO 11, INCLUSIVE AND LOTS 17 TO 22, INCLUSIVE IN POPE'S SUBDIVISION OF LOTS 1, 2, 3, 4, 10, 11, 12 AND 13 IN BLOCK 8 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL K

LOTS 1 THROUGH 25, BOTH INCLUSIVE, ON BLOCK 8 IN OGDEN & COGHILL'S SUBDIVISION OF LOTS 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17, AND 18 IN WILLIAM B. OGDEN'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL L:

LOTS 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22 AND 23 IN BLOCK 7 IN OGDEN & COGHILL'S SUBDIVISION OF LOTS 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17, AND 18 IN WILLIAM B. OGDEN'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO

A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2 IN BLOCK 7 IN OGDEN AND COGHILL'S SUBDIVISION AFORESAID AND RUNNING THENCE NORTH 33 FEET; THENCE WEST 148.55 FEET; THENCE NORTH 24 DEGREES 16 MINUTES WEST 108.4 FEET TO THE SOUTHERLY LINE OF OGDEN AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF OGDEN AVENUE 33 FEET TO THE NORTHEAST CORNER OF BLOCK 8 IN SAID OGDEN AND COGHILL'S SUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK 8 TO THE NORTH LINE OF WEST 15TH STREET; THENCE EAST 66 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 7, THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 7 TO THE NORTHWEST CORNER THEREOF AND THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 7 TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL M:

THE WEST 5 FEET OF LOTS 1, 4, 5, 8, 9, 12, 13, 16, 17, 20, 21, AND 24 IN BLOCK 7 IN OGDEN & COGHILL'S SUBDIVISION OF LOTS 2, 3, 5, 7, 8, 13, 14, 15, 16, 17, AND 18 IN WILLIAM B. OGDEN'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF

SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL N.

LOTS 7 AND 8 IN BLOCK 5 IN OGDEN & COGHILL'S SUBDIVISION OF LOTS 2, 3, 5, 6, 7, 8, 13 14, 15, 16, 17 AND 18 IN WILLIAM B. OGDEN'S SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH VACATED AS FOLLOWS:

ALL VACATED ALLEYS LOCATED WITHIN THE LAND, TAKEN AS A TRACT.

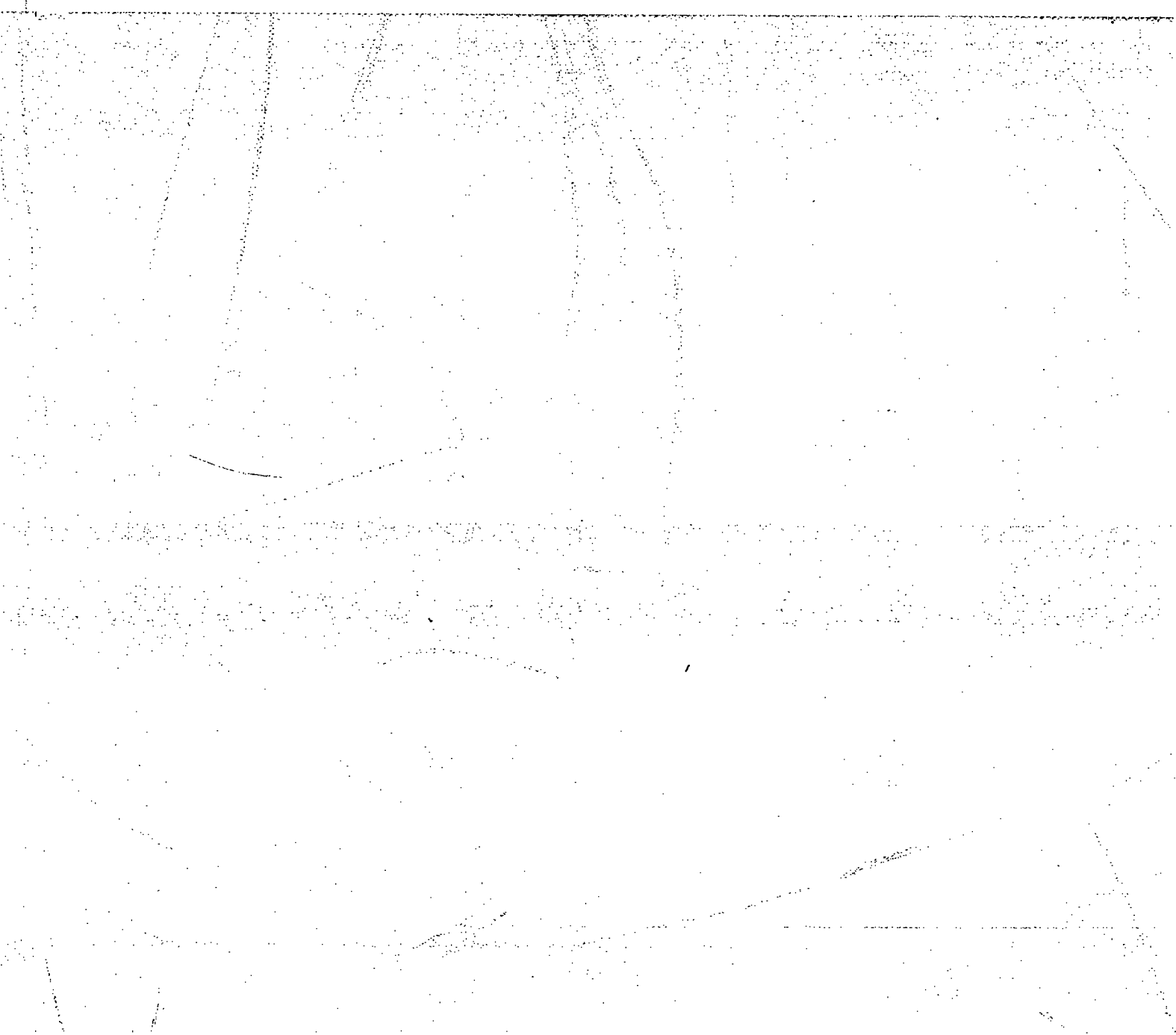


EXHIBIT C

South Plant Legal Description:

See Attached

Permanent Real Estate Tax Index Numbers (PINS) and Addresses in Chicago, IL:

P.I.N.	Address
16-24-411-001	2533 W. 18 th St.
16-24-411-002	2511 W. 18 th St.
16-24-409-040	2601 W. 18 th St.
16-24-409-038	2606 W. 18 th Pl.
16-24-411-006	2511 W. 18 th St.
16-24-409-039	2658 W. 18 th St.
16-24-410-001	2655 W. 18 th St.
16-24-403-055	2607 W. 17 th St.
16-24-402-047	2641 W. 16 th St.
16-24-402-025	1610 S. Rockwell St.
16-24-408-043	1834 S. Washtenaw Ave.
16-24-404-003	2540 W. 18 th St.
16-24-504-017	2504 W. 18 th St.

SOUTH PLANT

A. Property Description

PARCEL C:

THAT PART OF BLOCK 2 AND THAT PART OF THE 30 FOOT STRIP OF LAND AS "RESERVED FOR THE RIGHT OF WAY FOR RAILROAD TRACKS" LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 2, ALL TAKEN AS A TRACT, EXCEPTING THEREFROM THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID BLOCK 2 WITH A LINE 60.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 44.00 FEET TO THE NORTHWEST CORNER OF LAND AS DESCRIBED IN DOCUMENT NUMBER 14046993 RECORDED MAY 1, 1947, THENCE EAST ALONG THE BOUNDARY LINE OF SAID LAND AS DESCRIBED IN DOCUMENT NUMBER 14046993, SAID BOUNDARY LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE AFORESAID NORTHWEST CORNER OF SAID LAND THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 21.15 FEET; THENCE SOUTH 16 DEGREES 54 MINUTES EAST 24.00 FEET; THENCE SOUTH 20 DEGREES 42 MINUTES EAST 66.96 FEET; THENCE EASTERLY CROSSING THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 11.10 FEET; THENCE SOUTHERLY 65.41 FEET TO THE SOUTHEAST CORNER OF SAID LAND AS DESCRIBED IN DOCUMENT NUMBER 14046993 ALSO EXCEPTING FROM THE AFORESAID TRACT THAT PART LYING EASTERLY OF THE EASTERLY LINE OF LAND AS DESCRIBED IN DOCUMENT NUMBER 17869398 RECORDED JUNE 1, 1960, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LAND PER DOCUMENT NUMBER 17869398, BEING A POINT IN THE SOUTH LINE OF SAID BLOCK 2 AND 64.00 FEET EAST OF THE WEST LINE OF THE EAST 100.00 FEET OF SAID BLOCK 2; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 2, A DISTANCE OF 31.58 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 523.0 FEET, A CENTRAL ANGLE OF 6 DEGREES 58 MINUTES 02 SECONDS, A CHORD OF 63.56 FEET, THE ARC DISTANCE OF 63.60 FEET TO POINT OF TANGENT DISTANT 63.13 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 2 EXTENDED EAST; THENCE NORTHERLY ON A LINE PARALLEL WITH AND 102.90 FEET EAST EASTERLY, AT RIGHT ANGLES FROM SAID WEST LINE OF THE EAST 100.0 OF SAID BLOCK 2, A DISTANCE OF 341.80 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID LAND AS DESCRIBED IN DOCUMENT 14046993 ALSO EXCEPTING FROM THE AFORESAID TRACT THE WEST 33.00 FEET OF SAID BLOCK 2 AS DEDICATED FOR STREET PURPOSES PER DOCUMENT NUMBER 3340353 RECORDED JANUARY 9, 1903, ALL IN THE AFORESAID WALKER'S DOUGLAS PARK ADDITION IN COOK COUNTY, ILLINOIS.

PARCEL F:

TRACT 1:

THE WEST 348.25 FEET (AS MEASURED ALONG NORTH LINE OF BLOCK 5) NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY OF BLOCK 5 OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH A STRIP OF LAND 17 FEET WIDE (MEASURED ON EAST AND WEST SIDES THEREOF) LYING NORTH OF AND ADJOINING THE NORTH RIGHT OF WAY LINE OF CHICAGO BURLINGTON AND QUINCY RAILROAD AND ACROSS THE EAST 62.97 FEET OF THE WEST 411.22 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF BLOCK 5 OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING "RAILROAD LANDS", DESCRIBED AS FOLLOW, TO-WIT:

BEGINNING AT A POINT ON THE SOUTH LINE OF 18TH STREET 348.25 FEET EAST OF THE WEST LINE OF SAID BLOCK MEASURED ALONG SAID SOUTH LINE (SAID WEST LINE BEING THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION); THENCE RUNNING EAST, ALONG SAID SOUTH LINE, TO A LINE 100 FEET WEST OF THE EAST LINE OF SAID BLOCK (SAID EAST LINE BEING 30 FEET WEST OF THE WEST LINE OF THE 60 FOOT STRIP OF LAND CONVENED TO THE CHICAGO & GREAT EASTERN RAILWAY COMPANY BY GEORGE S. ROBBINS BY DEED DATED OCTOBER 17, 1864); THENCE SOUTH, PARALLEL TO THE EAST LINE, TO A LINE NORTHERLY OF AND 75 FEET DISTANCE FROM THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY (SAID RIGHT-OF-WAY BEING THE SOUTH LINE OF SAID BLOCK); THENCE SOUTHWESTERLY, PARALLEL TO SAID RIGHT-OF-WAY LINE, 120 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID BLOCK, TO A POINT 17 FEET NORTH OF SAID RIGHT-OF-WAY, MEASURED ALONG SAID PARALLEL LINE; THENCE SOUTHWESTERLY, PARALLEL TO SAID RIGHT-OF-WAY LINE TO A POINT 348.25 FEET EAST OF THE WEST LINE OF SAID BLOCK, MEASURED ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID BLOCK; THENCE SOUTH ALONG A LINE, PARALLEL TO SAID WEST LINE, TO SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, TO A LINE WHICH IS PARALLEL TO THE EAST LINE OF SAID BLOCK AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE NORTH, ALONG SAID PARALLEL LINE, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3:

THAT PART OF BLOCK 5 OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24,

TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING RAILROAD LANDS), BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID BLOCK WITH A LINE DRAWN 100 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK (SAID EAST LINE BEING 30 FEET WEST OF THE WEST LINE OF THE 60 FOOT STRIP OF LAND CONVEYED TO THE CHICAGO & GREAT EASTERN RAILWAY COMPANY BY GEORGE S. ROBBINS BY DEED OCTOBER 17, 1864); THENCE SOUTH, PARALLEL TO THE EAST LINE, TO A LINE NORTHERLY OF AND 75 FEET DISTANCE FROM THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY (SAID RIGHT-OF-WAY BEING THE SOUTH LINE OF SAID BLOCK); THENCE SOUTHWESTERLY, PARALLEL TO SAID RIGHT-OF-WAY LINE, 120 FEET; THENCE SOUTH, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID BLOCK, TO A POINT 17 FEET, AS MEASURED ALONG A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID BLOCK; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 411.22 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 411.22 FEET, A DISTANCE OF 17.00 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 100 FEET TO THE HEREIN DESIGNATED PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS,

PARCEL G:

TRACT 1:

LOTS 1 THROUGH 23, INCLUSIVE, IN THE SUBDIVISION OF THE NORTH 141 FEET OF BLOCK OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 2:

LOTS 1 THROUGH 25, INCLUSIVE, IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE NORTH 141 FEET THEREOF) OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL H:

LOTS 26 TO 42, INCLUSIVE, IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE NORTH 141 FEET THEREOF) OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT RAILROAD LANDS).

PARCEL I:

LOTS 51 THROUGH 100, INCLUSIVE, ALL IN BLOCK 3 OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL J:

LOTS 18 THROUGH 25, INCLUSIVE, ALL IN BLOCK 3 OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL O:

LOTS 32 TO 39, INCLUSIVE, (EXCEPT THE NORTH 7 FEET 11 ½ INCHES OF SAID LOT 39) AND THAT PART OF LOTS 29, 20, AND 31 IN BLOCK 3 IN MCMAHAN'S SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 31, RUNNING THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 31, THENCE SOUTH ON THE WEST LINE OF LOTS 29, 30, AND 31 TO A POINT 0.3 OF A FOOT SOUTH OF THE NORTHWEST CORNER OF SAID LOT 29, THENCE NORTHEASTERLY ON A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID LOT 31, WHICH POINT IS 13.8 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT, THENCE NORTH 13.8 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE VACATED STREETS AND ALLEYS, AS FOLLOWS:

1. THAT PART OF VACATED ROCKWELL STREET LYING SOUTH OF 16TH STREET AND NORTH OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD (VACATED BY DOCUMENT 97841683) EXCEPTING THEREFROM THAT PART CONVEYED IN SPECIAL WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT 1107644042.
2. THE SOUTH ½ OF VACATED 17TH STREET LYING NORTH OF AND ADJOINING AFORESAID PARCEL F (VACATED BY DOCUMENT 88222848)
3. THAT PART OF VACATED 18TH STREET LYING BETWEEN AFORESAID PARCELS C AND I TO THE NORTH AND F AND G TO THE SOUTH (VACATED BY DOCUMENT 25616478)
4. THAT PART OF VACATED 18TH PLACE LYING BETWEEN AFORESAID PARCEL G TO THE NORTH AND AFORESAID PARCEL H TO THE SOUTH TO THE WEST LINE OF VACATED ROCKWELL ST (VACATED BY DOCUMENT 15722874)
5. THAT PART OF VACATED 18TH PLACE LYING SOUTH OF AFORESAID PARCEL H TO THE WEST LINE OF VACATED ROCKWELL STREET (VACATED BY DOCUMENT 25616478)

6. VACATED ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 51 TO 75, BOTH INCLUSIVE, AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 76 TO 100, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 3 OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7. VACATED ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 25 SOUTH INCLUSIVE IN THE SUBDIVISION OF THE NORTH 141 FEET OF BLOCK 4 OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1 TO 25 BOTH INCLUSIVE IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE NORTH 141 FEET THEREOF) OF WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST THREE-QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s):

16-24-411-001-0000, 16-24-411-002-0000, 16-24-409-040-0000, 16-24-409-038-0000,
16-24-411-006-0000, 16-24-409-039-0000, 16-24-410-001-0000, 16-24-403-055-0000,
16-24-402-047-0000, 16-24-402-025-0000, 16-24-408-043-0000, 16-24-404-003-0000,
16-24-504-017-0000

Common Address: 2621 WEST 15TH PLACE, CHICAGO, IL 60608

LOTS 1, 4, 5, 8, 9, 12, 13, 16, 17, 20, 21 AND 24 IN BLOCK 7 IN OGDEN & COGHILL'S SUBDIVISION OF LOTS 2,3,5,6,7,8,13,14,15,16,17, AND 18 IN WILLIAM B. OGDEN'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IDENTIFIED AS PARCEL NO. 16-24-219-010;

ALSO;

LOTS 15 AND 16 OF MRS. ANNA PRICE'S SUBDIVISION, RECORDED JANUARY 24, 1871;

ALSO;

THAT PART OF APPARENTLY VACATED WEST 14TH STREET ADJOINING LOT 1 IN BLOCK 7 N OGDEN & COGHILL'S SUBDIVISION OF LOTS 2,3,5,6,7,8,13,14,15,16,17, AND 18 IN WILLIAM B. OGDEN'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IDENTIFIED AS PARCEL NO. 16-24-219-013;

ALSO;

PART OF LOTS 1, 4, 5, 8, 9, 12, 13, 16, 17, 20, 21 AND 24 IN BLOCK 10 IN OGDEN'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IDENTIFIED AS PARCEL NO. 16-24-223-007;

ALSO;

PART OF AN APPARENT RIGHT OF WAY, BUT NOT IDENTIFIED WITH A PARCEL NUMBER; LYING EAST OF BLOCK 10 OF OGDEN'S SUBDIVISION, AND WEST OF THE RAILROAD RIGHT OF WAY; BOUNDED ON THE NORTH BY THE NORTH LINE OF WEST 14TH STREET, AND ON THE SOUTH BY WEST 16TH STREET;

ALSO;

THAT PART OF BLOCK 2 OF WALKER'S DOUGLAS PARK ADDITION TO CHICAGO, LYING EAST OF THE RAILROAD RIGHT OF WAY AND WEST OF PROPERTY NOW OR FORMERLY OF RYERSON, AND IDENTIFIED AS PARCEL NO. 16-24-504-018;

ALSO;

PART OF THAT PROPERTY APPARENTLY LYING WITHIN THE RAILROAD RIGHT OF WAY, BOUNDED ON THE NORTH BY WEST 16TH STREET, AND ON THE SOUTH BY THE BURLINGTON NORTHERN & SANTA FE RAILROAD RIGHT OF WAY, AND IDENTIFIED AS PARCEL NO. 16-24-506-002,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 IN BLOCK B OF OGDEN & COGHILL'S SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 24 DEGREES 11 MINUTES 11 SECONDS EAST, A DISTANCE OF 141.34 FEET; THENCE SOUTH 00 DEGREES 00 DEGREES 04 MINUTES 49 SECONDS WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 11 SECONDS EAST, A DISTANCE OF 4.44 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 49 SECONDS EAST, A DISTANCE OF 693.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 16TH STREET (66'W.); THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 39.48 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 01 MINUTE 55 SECONDS WEST, A DISTANCE OF 44.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 27.15 FEET; THENCE SOUTH 16 DEGREES 54 MINUTES 00 SECONDS EAST, A DISTANCE OF 24.00 FEET; THENCE SOUTH 20 DEGREES 42 MINUTES 00 SECONDS EAST, A DISTANCE OF 66.96 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 11.10 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 65.41 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 55 SECONDS WEST, A DISTANCE OF 341.10 FEET; THENCE ALONG A CURVE TO THE RIGHT, A RADIUS OF 523.00 FEET, A CHORD BEARING SOUTH 06 DEGREES 38 MINUTES 38

SECONDS WEST, A CHORD LENGTH OF 63.57 FEET, AN ARC DISTANCE OF 63.61 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 33.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 31 SECONDS EAST, A DISTANCE OF 4.36 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 55 SECONDS WEST, A DISTANCE OF 190.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (ELEVATED)(80'w.); THENCE ALONG SAID RIGHT OF WAY LINE NORTH 74 DEGREES 28 MINUTES 37 SECONDS EAST, A DISTANCE OF 79.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE PENNA RAILROAD (66'w.); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 04 MINUTES 49 SECONDS WEST, A DISTANCE OF 2328.99 FEET TO THE NORTHEAST CORNER OF LOT 16 OF MRS. ANNA PRICE'S SUBDIVISION; THENCE NORTH 24 DEGREES 09 MINUTES 46 SECONDS WEST, A DISTANCE OF 95.58 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE (150'w.); THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 65 DEGREES 50 MINUTES 14 SECONDS WEST, A DISTANCE OF 239.63 FEET TO THE POINT OF BEGINNING, CONTAINING 367,654 SQUARE FEET, OR 8.44 ACRES, MORE OR LESS.

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

SECTION I -- GENERAL INFORMATION

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

Chicago Film Studios Industrial
Real Estate Holdings, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

OR

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

B. Business address of the Disclosing Party: 2621 west 15th Place
Chicago, Illinois 60608

C. Telephone: (773) 521-8000 Fax: (773) 521-9424 Email: alex@chicagofilmstudios.com

D. Name of contact person: Alex Pissios

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

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

Class C Application.

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

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

Specification # N/A and Contract # N/A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
<u>Alexander Pissios</u>	<u>Member</u>
<u>Nicholas Pissios</u>	<u>Member</u>
<u>Dean Pissios</u>	<u>Member</u>
<u>Mark Degnen</u>	<u>Member</u>

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
Alexander Pissios,	2621 W. 15th Place, Chicago, IL 60608	56%
Nicholas Pissios,	2621 W. 15th Place, Chicago, IL 60608	10%
Dean Pissios,	2621 W. 15th Place, Chicago, IL 60608	10%
2227435 Ontario, Inc.,	30 Booth Avenue, Toronto, Ontario M4M2M2 Canada	19%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☒ Yes

☐ No

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

Alderman Jason Irvin currently rents 2,000 rentable square feet of space at

2602 W. 16th Street at market rate rent.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Burke Burns & Pinelli, Ltd.	70 W. Madison, Ste 4300 Chicago, IL 60602	Attorneys	\$20,000 (est.)

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[] Yes [X] No [] No person directly or indirectly owns 10% or more of the Disclosing Party.

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

[] Yes [] No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

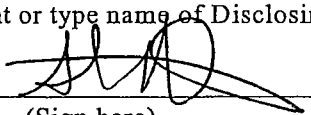
NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Chicago Film Studios Industrial
Real Estate Holdings, LLC

(Print or type name of Disclosing Party)

By: 

(Sign here)

Alexander Pissios

(Print or type name of person signing)

Member

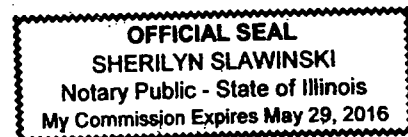
(Print or type title of person signing)

Signed and sworn to before me on (date) Aug 9 2013,
at COOK County, ILLINOIS (state).



Notary Public.

Commission expires: May 29, 2016.



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

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

SECTION I -- GENERAL INFORMATION

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

2227435 Ontario, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant
OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Chicago Film Studios Industrial
OR Real Estate Holdings, LLC

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

B. Business address of the Disclosing Party: 30 Booth Avenue
Toronto, Ontario, M4M2M2, Canada

C. Telephone: (416) 406-4000 Fax: (416) 406-4164 Email: mail@cinespace.com

D. Name of contact person: Steve Mirkopoulos

E. Federal Employer Identification No. (if you have one): N/A

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

Class C.Application

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

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

Specification # N/A and Contract # N/A

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Canada

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

☐ Yes ☒ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
Steve Mirkopoulos	President

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
Steve Mirkopoulos	30 Booth Ave., Toronto, Ontario, M4M2M2, Canada	51% Interest

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

N/A

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[] Yes

[x] No

[] No person directly or indirectly owns 10% or more of the Disclosing Party.

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

[] Yes

[] No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

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

Name

Business Address

Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

 X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

2227435 Ontario, Inc.

(Print or type name of Disclosing Party)

By (Signature)

(Sign here)

Steve Mirkopoulos

(Print or type name of person signing)

President

(Print or type title of person signing)

Signed and sworn to before me on (date) AUGUST 28th, 2013
at TORONTO County, YORK (state), (Ontario) Canada.

(Signature) Notary Public.

Commission expires: -no expiry-

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A



City of Chicago



O2013-6147

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of 2013 Annual Appropriation Ordinance within Fund No. 925
Committee(s) Assignment:	Committee on Budget and Government Operations



BUDG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a Fund 925 Amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2013 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, in accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, the City through its Department of Family and Support Services has been awarded public grant funds in the amount of \$250,000 by the County of Cook which shall be used for the One Summer Plus Program; and

WHEREAS, the City through its Department of Housing and Economic Development has been awarded federal grant funds in the amount of \$391,000 by the Illinois Department of Natural Resources which shall be used for the Calumet Open Space Reserve/Hedgewisch Marsh Program; now, therefore,

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

SECTION 1. The sum of \$641,000 not previously appropriated, representing increased grant awards is hereby appropriated from Fund 925 - Grant Funds for the year 2013. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

EXHIBIT A
AMENDMENT TO THE 2013 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT 2013 Anticip'd Grant	ADD AMOUNT 2013 Anticip'd Grant	STRIKE AMOUNT 2013 Carryover	ADD AMOUNT 2013 Carryover	STRIKE AMOUNT 2013 Total	ADD AMOUNT 2013 Total
ESTIMATE OF GRANT REVENUE FOR 2013									
	Awards from Agencies of the Federal Government	\$ 1,556,419,500	\$ 1,556,810,500						
	Awards from Public and Private Agencies	56,635,000	56,885,000						
925 -	Grant Funds								
<u>50</u>	<u>Department of Family and Support Services:</u>								
	One Summer Plus		\$ 250,000						\$ 250,000
<u>54</u>	<u>Department of Housing and Economic Development:</u>								
	Calumet Open Space Reserve/Hegewisch Marsh		391,000						391,000



City of Chicago



O2013-6140

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

9/11/2013

Sponsor(s):

Emanuel, Rahm (Mayor)
Hairston, Leslie A. (5)
Holmes, Natasha (7)
Harris, Michelle A. (8)
Cochran, Willie (20)

Type:

Ordinance

Title:

Renaming of S Stony Island Ave to Reverend Bishop
Brazier Avenue

Committee(s) Assignment:

Committee on Transportation and Public Way

TRANSP.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith, together with Aldermen Hairston, Holmes, Harris and Cochran, an ordinance regarding street naming.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

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

SECTION 1. Stony Island Avenue from the south side of 56th Street on the north to the north side of 95th Street on the south shall be renamed as Reverend Bishop Brazier Avenue.

SECTION 2. The Commissioner of Transportation shall notify, in writing, the change in the street name authorized by this ordinance, not less than 30 days prior to such change, the local election authorities and the post office serving the area affected by the name change.

SECTION 3. The Commissioner of Transportation is authorized and directed to do all such acts and things, including without limitation the placement of street name signs with the new street name, and to execute and deliver any and all agreements, documents, instruments or certificates, as he deems necessary, advisable or appropriate, to effectuate this ordinance. All of the acts which are in conformity with the intent and purposes of this ordinance, whether heretofore or hereafter taken or done shall be and the same are in all respects ratified, confirmed, authorized, and approved hereby in all respects.

SECTION 3. This ordinance shall be in effect 30 days after its passage and publication.



City of Chicago



O2013-6156

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Sections 11-4-120, 11-4-2510, 11-4-2540 and 17-17-0105-D of Municipal Code regarding biogas recovery
Committee(s) Assignment:	Committee on Health and Environmental Protection

Health



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Health, I transmit herewith an ordinance amending Chapter 11-4 of the Municipal Code regarding biogas recovery.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1. Sections 11-4-120, 11-4-2510 and 11-4-2540 of the Municipal Code of Chicago are hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

11-4-120 Definitions.

Except as otherwise defined for purposes of a specific subsection, section, article or chapter in this Title 11, whenever the following words and phrases are used in this Title 11, they shall have the meanings ascribed to them in this section:

(Omitted text is not affected by this ordinance)

"Recycle" or "recycling" means any process by which materials that would otherwise become municipal waste are collected, separated or processed and returned to the economic mainstream in the form of raw materials for new, reused or reconstituted products, but does not include the recovery of materials for fuel in combustion or energy production processes. This definition shall not prohibit any recycling facility from recovering and using biogas or other fuel generated as a byproduct of a recycling activity, as approved by the commissioner, while the facility is otherwise primarily engaged in recycling.

(Omitted text is not affected by this ordinance)

11-4-2510 Definitions.

For the purposes of this article, the following words and phrases shall have the meaning ascribed to them by this section:

(Omitted text is not affected by this ordinance)

Processing means manual, mechanical or automated separation of recyclable material from other materials; separation of recyclable materials from each other; cleaning, bundling, compacting, cutting, or packing of recyclable material or such other processing of recyclable materials as approved by the commissioner. ~~Processing shall not include melting, rending, smelting, vulcanizing or purification by application of heat or chemical process.~~

(Omitted text is not affected by this ordinance)

11-4-2540 Permit – Classification.

(Omitted text is not affected by this ordinance)

(b) ~~Under no circumstances shall any~~ No recycling facility permitted or required to be permitted under this section shall engage in the recovery of materials for fuel in combustion or energy production processes. However, this subsection shall not prohibit any such recycling facility from recovering and using biogas or other fuel generated as a byproduct of a recycling activity, as approved by the commissioner, while the facility is otherwise primarily engaged in recycling.

SECTION 2. Section 17-17-0105-D of Title 17 of the Municipal Code, the Chicago Zoning Ordinance, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

17-17-0105-D Recycling Facilities. Any *building*, portion of *building* or area in which *Type A, Type B, Type C or Type D recyclable material* is collected, stored, or processed for the purpose of marketing the material for use as raw material in the manufacturing process of new, reused or reconstituted products. ~~Under no circumstances shall any~~ No recycling facility shall engage in the recovery of materials for fuel in combustion or energy production processes. However, this section shall not prohibit any such recycling facility from recovering and using biogas or other fuel generated as a byproduct of a recycling activity, as approved by the commissioner of health, while the facility is otherwise primarily engaged in recycling.

(Omitted text is not affected by this ordinance)

SECTION 3. This ordinance shall take effect upon passage and approval.



City of Chicago



O2013-6159

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor) Thompson, Joann (16)
Type:	Ordinance
Title:	Amendment of Section 13-12-125 of Municipal Code regarding vacant buildings
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Building Commissioner and the Corporation Counsel, I transmit herewith, together with Alderman Thompson, an ordinance amending Chapter 13-12 of the Municipal Code regarding vacant buildings.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1. Section 13-12-125 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-12-125 Vacant buildings – Owner required to act – Enforcement authority.

(a) (1) The owner of any building that has become vacant shall within 30 days after the building becomes vacant or within 30 days after assuming ownership of the building, whichever is later, file a registration statement for each such building with the department of buildings on forms provided by that department for such purposes.

(Omitted text is unaffected by this ordinance)

(b) The owner of any building that has become vacant, and any person maintaining, operating or collecting rent for any building that has become vacant, shall, ~~within 30 days,~~ do the following:

(1) immediately enclose and secure the building as provided in Section 13-12-135 of this Code; and

(2) within 30 days after the building becomes vacant or within 30 days after assuming ownership of the building, whichever is later, post a sign affixed to the building indicating (i) the building's vacant building registration number; and (ii) the name, address and telephone number of the building owner and the owner's authorized agent for the purpose of service of process. ~~The; and name, address and telephone number of a~~ (iii) if the person responsible for day-to-day supervision and management of the building, if such person is different from the owner holding title to the building or from the owner's authorized agent, the name, address and telephone number of such person shall be indicated on the sign as well. The sign shall be of a size, and shall be placed in such a location, so as to be legible from the nearest public street or sidewalk, whichever is nearer; and

(3) maintain the building in a secure and closed condition, and maintain the sign required under subsection (b)(2), until the building is again occupied or demolished or until repair or completion of the building has been undertaken in accordance with the building code.

(Omitted text is unaffected by this ordinance)

(f) A rebuttable presumption shall exist that a building has been vacant for more than 30 days if:

(1) the building is vacant and has not been secured in accordance with the building security standards set forth in subsection (d) of Section 13-12-135; or

(2) the building is vacant and more than one window, door or other opening, in any combination, is boarded up and (i) the yard contains grass or weeds more than ten inches in height, or (ii) the yard contains an accumulation of junk and debris, or (iii) snow and ice have not been removed from the walk leading to the building's main entrance and/or from the public sidewalk adjoining such building in the manner and within the period of time provided in Section 10-8-180.

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



City of Chicago



O2013-6184

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Expenditure of open space impact fee funds for Till-Mobley Park and Beehive Park for development and construction of Project
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee Funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in that Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the Park District is the owner of parcels of land at Till-Mobley Park and Beehive Park, as described on Exhibit A hereto (collectively, the "Property");

WHEREAS, the City and the Park District desire to create park space at the above mentioned parcels (the "Project") for the benefit and use of the general public and the respective Community Area in which they are located; and

WHEREAS, the City desires to grant the Park District impact fee funds to pay for or reimburse development costs associated with constructing park space at the Property; and

WHEREAS, HED desires to provide to the Park District Open Space Fees in an amount not to exceed \$237,990 (the "Grant") for the Project; and to create open spaces and recreational facilities in the Community Areas listed on Exhibit A; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit A through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of HED (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel to enter into an intergovernmental agreement with the Park District in connection with the Project, in substantially the form attached hereto as Exhibit B and to provide Open Space Fees proceeds to the Park District in an amount not to exceed \$237,990 from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amounts on Exhibit A from the Community Area's Open Space Fees Funds are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

EXHIBIT A

DESCRIPTION OF PROJECT

Park Creation Projects

Till-Mobley Park Project

Address:	6410 S. Ellis Chicago, Illinois 60637 (the "Property")
Community Area:	Woodlawn
Description of Project:	Fence removal, installation of new fencing, lighting and landscaping
PIN	20-23-105-056-0000
Amount of Open Space Fees:	\$92,550

Beehive Park Project

Address:	6156 S. Dorchester Chicago, Illinois 60637 (the "Property")
Community Area:	Woodlawn
Description of Project:	Fence removal, installation of new fencing, benches, lighting, and landscaping
PIN	20-14-409-029-0000
Amount of Open Space Fees:	\$145,440

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is entered into as of _____, 201_ (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Housing and Economic Development ("HED"), and the Chicago Park District ("Park District"), a body politic and Corporate of the State of Illinois ("Park District"). Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "Woodlawn Open Space Fees Proceeds") for new dwelling units built in the Community of Woodlawn ("the Woodlawn Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code PS42 131 54 5042 2604; and

WHEREAS, the Park District is the owner of parcels of land at Till-Mobley and Beehive Parks, respectively, which are described on Exhibit A hereto (the "Property");

WHEREAS, the City and Park District desire to create new park space at each of the above mentioned parcels (the "Project") for the benefit and use of the general public and the Woodlawn Community;

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

WHEREAS, HED desires to provide to Park District Open Space Fees Proceeds, in an amount not to exceed \$237,990 (the "Grant") for reimbursement costs associated with the Project; and

WHEREAS, on _____, the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____, finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant and this Agreement is subject to certain terms and conditions (the "Authorizing Ordinance"); and

WHEREAS, On March 14, 2012, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to Park District; and

WHEREAS, the City and Park District have among their powers the authority to contract with each other to perform the undertakings described herein;

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

SECTION 1. THE GRANT

1.1. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to reimburse Park District for all or part of the cost of completing the Project in accordance with the budget attached to this Agreement as Exhibit B (the "Budget"), which budget is hereby approved by HED, and only after Park District has submitted Certificate(s) of Expenditure to HED (as defined below) along with such supporting documentation as the City may reasonably require.

1.2 Park District may request that certificate(s) of expenditure substantially in the form attached hereto ("Certificates of Expenditure") as Exhibit E be processed and executed periodically. The City will not execute Certificates of Expenditure in the aggregate in excess of the actual cost of the Project. Prior to each execution of a Certificate of Expenditure by the City, Park District must submit documentation regarding the applicable expenditures to HED. Delivery by Park District to HED of any request for execution by the City of a Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that,

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

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

(c) Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Drawings (hereinafter defined); and

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

1.3. Park District hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, Park District must repay to the City any such excess Grant funds received by Park District.

1.4. Park District is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses. Notwithstanding anything to the contrary in this Agreement, in no event will the City or Park District be responsible for any cost or expenses of the Project exceeding the Budget. In the event that either party believes that the Budget may not provide sufficient funds for the construction of the Project, such party must notify the other party and the parties must cooperate to modify the Project so that it can be completed in accordance with the Budget.

1.5. The source of funds for the City's obligations under this Agreement are funds identified by CAPS Code: PS42 131 54 5042 2604. Park District hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of funds as described in and limited by this Section 1.5. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify Park District in writing of that occurrence, and Park District will have the right, but not the obligation to terminate this Agreement by written notice to the City.

SECTION 2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. **Title Commitment and Insurance; Survey.** Park District must be responsible for obtaining, at its own expense, any title commitment or title policy and survey with respect to the Property that it deems necessary.

B. **Construction Documents and Landscape Plan.** Park District has developed the construction documents and a plan for the Project (the "Drawings") as shown on Exhibit C. No material deviation from the Drawings will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. The approval of the Drawings by HED are for the purposes of this Agreement only and other than as set forth in the Drawings, no structures or improvements are to be constructed on the Property by Park District without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed and will not constitute the approval required by the City's Department of Buildings, or any other Department of the City.

C. **Schedule.** Park District has prepared a preliminary schedule for the development and construction of the Project as set forth on Exhibit D (the "Schedule"). No material deviation from the Schedule will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event will the approval of HED be required for any changes to the Schedule required because of the City's failure to approve and pay any Certificate of Expenditure, or required in connection with any force majeure event.

D. **Use.** The Project must be utilized as open space for use by the public for and on behalf of the City. This Agreement does not confer any special rights upon Park District or any other person or entity to use the Project for private parties or events.

E. **Certification.** Park District must submit a payment certification form as attached as Exhibit E prior to any Grant funds being released.

SECTION 3. TERM OF AGREEMENT

Term of Agreement. The term of this Agreement will commence as of the Closing Date and, unless otherwise terminated as provided in this Agreement, will expire on the second anniversary of the Closing Date. Notwithstanding the foregoing, if Park District modifies the Schedule pursuant to Section 2(c) of this Agreement and such modification extends beyond the term, the term will be adjusted accordingly.

SECTION 4. COVENANTS AND REPRESENTATIONS

Park District hereby warrants, represents and/or covenants to the City that:

4.1. Park District will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on Exhibit B.

4.2. Park District will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, Park District, or the Grant. Upon the City's request, Park District will provide evidence of such compliance satisfactory to the City.

4.3. Park District agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

4.4. Park District has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

4.5. Signing, delivery and performance by Park District of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which Park District is party or by which it is bound.

4.6. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Park District that would materially impair its ability to perform under this Agreement.

4.7. Park District is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

4.8. If the Grant, or a portion thereof, is used for construction, Park District and all its contractors and subcontractors must meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

4.9. Park District must maintain and keep in force, at its sole cost and expense, at all times during the term of this Agreement, insurance in such amounts and of such type as set forth in Section 6 below.

4.10. Park District must at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

4.11. Intentionally Omitted.

4.12. Intentionally Omitted.

4.13. The Parties agree that the Park District will maintain the Project improvements on the Property in a condition and manner acceptable to the City.

4.14. It is the duty of Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

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

4.15 Failure by Park District or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code will be grounds for termination of this Agreement and the transactions contemplated hereby.

4.16 Independent Contractor

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

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Park District is aware that City policy prohibits City employees from directing any individual to apply for a position with Park District, either as an employee or as a subcontractor, and from directing Park District to hire an individual as an employee or as a subcontractor. Accordingly, Park District must follow its own hiring and contracting procedures, without being influenced by City

employees. Any and all personnel provided by Park District under this Agreement are employees or subcontractors of Park District, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Park District.

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

(e) In the event of any communication to Park District by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Park District will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight") and also to the head of HED. Park District will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

4.17 FOIA and Local Records Act Compliance

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

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

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

SECTION 5. ENVIRONMENTAL MATTERS

5.1. It will be the responsibility of Park District to investigate and determine the soil and environmental condition of the Property, if deemed necessary, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any use whatsoever.

5.2. Park District agrees to carefully inspect the Property and all easements or other agreements recorded against the Property prior to commencement of any activity on the Property to ensure that such activity will not damage surrounding property, structures, utility lines or any subsurface lines or cables. Park District must be solely responsible for the safety and protection of the public on the portions of the Property affected by the Project, until the portion of the Project on each portion of the Property is completed. The City reserves the right to inspect the work being done on the Property. Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for Park District.

5.3. Prior to inspecting the Property, Park District or its subcontractors, if any, must obtain insurance in accordance with Section 6 below, all necessary permits and, if applicable, a right of entry.

SECTION 6. INSURANCE

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

INSURANCE TO BE PROVIDED

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

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

Subcontractors performing work or services for Park District must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

6.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, Park District must

provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

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

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

6.2. **ADDITIONAL REQUIREMENTS.** Park District must furnish the City of Chicago, Department of Housing and Economic Development, 121 N. LaSalle Street, Room 1101, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Park District must submit evidence of insurance on the City's Insurance Certificate Form (copy attached as Exhibit F) or equivalent prior to execution of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Park District is not a waiver by the City of any requirements for Park District to obtain and maintain the specified coverages. Park District must advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance does not relieve Park District of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Park District.

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

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

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Park District under this Agreement.

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

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

If Park District or its subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 7. INDEMNIFICATION

Park District will indemnify and defend the City, its officials, agents and employees (the "City Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnitees suffer or incur arising from or in connection with the actions or omissions of Park District and/or any contractors or subcontractors in implementing the Project, if any, or Park District's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

SECTION 8. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City will be charged personally by Park District or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 9. DEFAULT AND REMEDIES

9.1. If Park District, without the City's written consent (which consent will not be unreasonably withheld, conditioned or delayed) defaults by failing to perform any of its obligations under this Agreement then the City may terminate this Agreement if such default is not cured as provided in Section 9.2 below.

9.2. Prior to termination, the City will give Park District 30 days' advance written notice of the City's intent to terminate stating the nature of the default. If Park District does not cure the default within the 30-day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, Park District will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

9.3. Either Party may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement, or damages for failure of performance, or both.

SECTION 10. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

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

10.2. Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) any ownership through purchase at fair market value or inheritance of less than 1 percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any

employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 11. GENERAL CONDITIONS

11.1. Assignment. This Agreement, or any portion thereof, will not be assigned by either Party without the express prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed.

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

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

11.4. Entire Agreement. This Agreement contains the entire agreement between the City and Park District and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

11.5. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

11.6. Governing Law, Venue and Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.7. Inspection and Records. Park District must provide the City with reasonable access to its books and records relating to the Project and the Grant as will be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City will, at all reasonable times, have access to all such books and records which right of access will continue until the date that is five years after the expiration or termination of this Agreement.

11.8. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

11.9. Notice. Any notice, demand or communication required or permitted to be given hereunder will be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by electronic mail or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City:	City of Chicago
	Department of Housing and Economic Development
	Attention: Commissioner

121 N. LaSalle Street, Room 1000
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

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

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

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

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof will be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof will be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof will be deemed received three business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications will be given.

11.10. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement will be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or Park District, will be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Park District.

11.11. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the

portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

11.12. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

11.13. Waiver. Waiver by either party with respect to the breach of this Agreement will not be considered or treated as a waiver of the rights of such party with respect to any other default or with respect to any particular default except to the extent specifically waived by such party in writing.

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

11.15. Further Actions. Park District and the City agree to do, execute, acknowledge and deliver all agreements and other documents and to take all actions reasonably necessary or desirable to comply with the provisions of this Agreement and the intent thereof.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

Property Description

TILL-MOBLEY PARK

Property Address: 6410 S. Ellis
Chicago, Illinois 60637

Community Area: Woodlawn

P.I.N. 20-23-105-056-0000

Legal Description:

LOT 34 IN KING & RAMSEY'S ADDITION TO WOODLAWN RIDGE IN THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEEHIVE PARK

Property Address: 6156 S. Dorchester
Chicago, Illinois 60637

Community Area: Woodlawn

P.I.N. 20-14-409-029-0000

Legal Description:

THE NORTH 40 FEET OF THE EAST 83 FEET OF LOT 11 BLOCK 1 IN SUBDIVISION OF BLOCKS 1 AND 2 IN O.R. KEITH'S SUBDIVISION OF THE SOUTH WEST ¼ OF THE SOUTH EAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Budget

TOTAL: \$237,900

Till-Mobley Park: \$92,550

Cost	Item
\$1,000.	Fence Removal
\$4,500	New 4'high ornamental fence
\$3,750	New 6' high chain link fence
\$10,000	Site lights
\$5,000	Clean, grub and rough grade
\$20,500	Import 9" top soil and fine grade
\$16,800	Sod
\$10,000	Benches
\$71,550	SUB TOTAL
\$21,000	Contingency/AE Fee
\$92,550	TOTAL

Beehive Park: \$145,440

Cost	Item
\$1,000	Remove concrete walk
\$1,680	Fence Removal
\$28,800	New 4' high ornamental fence
\$20,000	Drainage new site
\$16,000	Site lights
\$3,000	Clean, grub and rough grade
\$13,000	Import 9" top soil and fine grade
\$12,360	Sod
\$1,600	Shade trees
\$15,000	Benches
\$112,440	SUB TOTAL
\$33,000	Contingency /AE Fee
\$145,440	TOTAL

EXHIBIT C

Drawings

[To be attached at Closing]

EXHIBIT D

Project Schedule

[To be attached at Closing]

EXHIBIT E

Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, Chicago Park District, a body politic and Corporate of the State of Illinois, hereby certifies that with respect to that certain Intergovernmental Agreement between Park District and the City of Chicago dated _____, ____ (the "Agreement"):

- A. Expenditures for the Project, in the total amount of \$_____, have been made:
- B. This paragraph B sets forth and is a true and complete statement of all costs of Open Space Impact Fee-Funded Improvements for the Project reimbursed by the City to date: \$_____
- C. Park District requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements: \$_____
- D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.
- E. Park District hereby certifies to the City that, as of the date hereof:
 - 1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and Park District is in compliance with all applicable covenants contained herein.
 - 2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute a Default, exists or has occurred.
 - 3. Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.
 - 4. Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or Park District as related thereto.

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

By: _____

Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago
Department of Housing
and Economic Development

Meg Gustafson
Department of Housing and
Economic Development
City Hall, Room 1101
312.744.0524

EXHIBIT F

Insurance Form

[To be attached at Closing]



City of Chicago



O2013-6204

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Expenditure of open space impact fee funds for Major Taylor Trail
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

SP. EV.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee Funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected, and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, the Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Community Areas have deepened the already significant deficit of open space in the Community Areas, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, the City owns or holds an easement interest in certain parcels of land along the former Conrail Railroad right-of-way between Dan Ryan Woods and Whistler Woods and has constructed thereon a bicycle trail known as the Major Taylor Trail to create open spaces and recreational facilities in the Community Areas listed on Exhibit A to the IGA; and

WHEREAS, the Chicago Park District, a municipal corporation (the "Park District") uses and occupies certain portions of the Major Taylor Trail pursuant to a Usage Agreement dated September 30, 2006 (the "Property"), as identified on Exhibit B of the IGA (as defined below), and intends to install lighting thereon (the "Project"); and

WHEREAS, HED has determined that the use of the Open Space Fees to assist with the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED wishes to make available to the Park District proceeds from the Open Space Fees collected by DOF in an amount not to exceed \$400,000 for the purpose of funding the Project; and

WHEREAS, the Park District has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the intergovernmental agreement ("IGA") attached hereto as Exhibit A; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has also recommended that the City enter into the IGA with the Park District, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of HED or his designee (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Park District in an amount not to exceed \$400,000 from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. The Commissioner is authorized to execute any and all documents and take any and all action as may be necessary or appropriate to effectuate the development and maintenance of the Project, subject to the approval of the Corporation Counsel.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon its passage.

EXHIBIT A

Intergovernmental Agreement

See Attached

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is entered into as of _____, 2013 (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Housing and Economic Development ("HED"), and the Chicago Park District (the "Park District") a body politic and corporate of the State of Illinois. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "Open Space Fees Proceeds") for new dwelling units built in the communities listed on Exhibit A hereto ("the Community Areas") and has deposited such Open Space Fees Proceeds in separate funds identified by the CAPS Codes listed on Exhibit A; and

WHEREAS, the City owns or holds an easement interest in certain parcels of land along the former Conrail Railroad right-of-way between Dan Ryan Woods and Whistler Woods and has constructed thereon a bicycle trail known as the Major Taylor Trail to create open spaces and recreational facilities in the Community Areas; and

WHEREAS, the Park District uses and occupies a portion of the Major Taylor Trail pursuant to a Usage Agreement dated September 30, 2006 (the "Property"), as identified on Exhibit B, and intends to install lighting thereon (the "Project"); and

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

WHEREAS, HED desires to provide to the Park District Open Space Fees Proceeds, in an amount not to exceed \$400,000 (the "Grant") for payment or reimbursement of costs associated with the Project; and

WHEREAS, on _____, the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____, finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant and this Agreement is subject to certain terms and conditions (the "Authorizing Ordinance"); and

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

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to Park District; and

WHEREAS, the City and Park District have among their powers the authority to contract with each other to perform the undertakings described herein;

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

SECTION 1. THE GRANT

1.1. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to reimburse the Park District for all or part of the cost of completing the Project in accordance with the budget attached to this Agreement as Exhibit C (the "Budget"), which budget is hereby approved by HED, and only after the Park District has submitted Certificate(s) of Expenditure to HED (as defined below) along with such supporting documentation as the City may reasonably require.

1.2 The Park District may request that certificate(s) of expenditure substantially in the form attached hereto ("Certificates of Expenditure") as Exhibit E be processed and executed periodically. The City will not execute Certificates of Expenditure in the aggregate in excess of the actual cost of the Project. Prior to each execution of a Certificate of Expenditure by the City, the Park District must submit documentation regarding the applicable expenditures to HED. Delivery by the Park District to HED of any request for execution by the City of a Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that,

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

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

(c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Drawings (hereinafter defined); and

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

1.3. the Park District hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, the Park District must repay to the City any such excess Grant funds received by the Park District.

1.4. The Park District is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses. Notwithstanding anything to the contrary in this Agreement, in no event will the City or the Park District be responsible for any cost or expenses of the Project exceeding the Budget. In the event that either party believes that the Budget may not provide sufficient funds for the construction of the Project, such party must notify the other party and the parties must cooperate to modify the Project so that it can be completed in accordance with the Budget.

1.5. The source of funds for the City's obligations under this Agreement are funds identified by the CAPS Codes listed on Exhibit A. The Park District hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of funds as described in and limited by this Section 1.5. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify the Park District in writing of that occurrence, and the Park District will have the right, but not the obligation to terminate this Agreement by written notice to the City.

SECTION 2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. **Title Commitment and Insurance; Survey.** The Park District must be responsible for obtaining, at its own expense, any title commitment or title policy and survey with respect to the Property that it deems necessary.

B. **Construction Documents and Landscape Plan.** The Park District has developed the construction documents and a plan for the Project (the "Drawings") as shown on Exhibit D. No material deviation from the Drawings will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. The approval of the Drawings by HED are for the purposes of this Agreement only and other than as set forth in the Drawings, no structures or improvements are to be constructed on the Property by the Park District without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed and will not constitute the approval required by the City's Department of Buildings, or any other Department of the City.

C. **Schedule.** The Park District has prepared a preliminary schedule (the "Schedule") for the development and construction of the Project as set forth on Exhibit D. No material deviation from the Schedule will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event will the approval of HED be required for any changes to the Schedule required because of the City's failure to approve and pay any Certificate of Expenditure, or required in connection with any force majeure event.

D. **Use.** The Project must be utilized as open space for use by the public for and on behalf of the City. This Agreement does not confer any special rights upon the Park District or any other person or entity to use the Project for private parties or events.

E. **Certification.** The Park District must submit a payment certification form as attached as Exhibit E prior to any Grant funds being released.

SECTION 3. TERM OF AGREEMENT

Term of Agreement The term of this Agreement will commence as of the Closing Date and, unless otherwise terminated as provided in this Agreement, will expire on the second anniversary of the Closing Date. Notwithstanding the foregoing, if the Park District modifies the Schedule pursuant to Section 2(c) of this Agreement and such modification extends beyond the term, the term will be adjusted accordingly.

SECTION 4. COVENANTS AND REPRESENTATIONS

Park District hereby warrants, represents and/or covenants to the City that:

4.1. The Park District will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on Exhibit C.

4.2. The Park District will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, the Park District, or the Grant. Upon the City's request, the Park District will provide evidence of such compliance satisfactory to the City.

4.3. The Park District agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

4.4. The Park District has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

4.5. Signing, delivery and performance by the Park District of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which the Park District is party or by which it is bound.

4.6. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Park District that would materially impair its ability to perform under this Agreement.

4.7. The Park District is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

4.8. If the Grant, or a portion thereof, is used for construction, the Park District and all its contractors and subcontractors must meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

4.9. The Park District must maintain and keep in force, at its sole cost and expense, at all times during the term of this Agreement, insurance in such amounts and of such type as set forth in Section 6 below.

4.10. The Park District must at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

4.11. Intentionally Omitted

4.12. Intentionally Omitted

4.13. The Parties agree that the Park District will maintain the Project improvements on the Property in a condition and manner acceptable to the City.

4.14. It is the duty of the Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform all contractors and subcontractors hired by the Park District in connection with this Agreement of this provision in writing and require their compliance.

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

4.15 Failure by the Park District or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code will be grounds for termination of this Agreement and the transactions contemplated hereby.

4.16 Independent Contractor

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

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United

State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(e) In the event of any communication to the Park District by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, the Park District will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight") and also to the head of HED. The Park District will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

4.17 FOIA and Local Records Act Compliance

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

Exempt Information. Documents that the Park District submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Park District to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Park District mark any such documents as "proprietary, privileged or confidential." If the Park District marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will

determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

SECTION 5. ENVIRONMENTAL MATTERS

5.1. It will be the responsibility of the Park District to investigate and determine the soil and environmental condition of the Property, if deemed necessary, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any use whatsoever.

5.2. The Park District agrees to carefully inspect the Property and all easements or other agreements recorded against the Property prior to commencement of any activity on the Property to ensure that such activity will not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District must be solely responsible for the safety and protection of the public on the portions of the Property affected by the Project, until the portion of the Project on each portion of the Property is completed. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

5.3. Prior to inspecting the Property, Park District or its subcontractors, if any, must obtain insurance in accordance with Section 6 below, all necessary permits and, if applicable, a right of entry.

SECTION 6. INSURANCE

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

INSURANCE TO BE PROVIDED

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

6.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises

and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Subcontractors performing work or services for the Park District must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

6.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Park District must provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

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

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

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

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by the Park District.

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

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

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Park District under this Agreement.

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

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

If the Park District or its subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 7. INDEMNIFICATION

The Park District will indemnify and defend the City, its officials, agents and employees (the "City Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnitees suffer or incur arising from or in connection with the actions or omissions of Park District and/or any contractors or subcontractors in implementing the Project, if any, or the Park District's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

SECTION 8. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City will be charged personally by the Park District or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 9. DEFAULT AND REMEDIES

9.1. If the Park District, without the City's written consent (which consent will not be unreasonably withheld, conditioned or delayed) defaults by failing to perform any of its obligations under this Agreement then the City may terminate this Agreement if such default is not cured as provided in Section 9.2 below.

9.2. Prior to termination, the City will give the Park District 30 days' advance written notice of the City's intent to terminate stating the nature of the default. If the Park District does not cure the default within the 30-day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, the Park District will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

9.3. Either Party may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement, or damages for failure of performance, or both.

SECTION 10. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

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

10.2. Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) any ownership through purchase at fair market value or inheritance of less than 1 percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any

employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 11. GENERAL CONDITIONS

11.1. Assignment. This Agreement, or any portion thereof, will not be assigned by either Party without the express prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed.

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

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

11.4. Entire Agreement. This Agreement contains the entire agreement between the City and Park District and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

11.5. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

11.6. Governing Law, Venue and Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.7. Inspection and Records. The Park District must provide the City with reasonable access to its books and records relating to the Project and the Grant as will be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City will, at all reasonable times, have access to all such books and records which right of access will continue until the date that is five years after the expiration or termination of this Agreement.

11.8. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

11.9. Notice. Any notice, demand or communication required or permitted to be given hereunder will be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by electronic mail or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

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

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

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

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

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof will be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof will be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof will be deemed received three business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications will be given.

11.10. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement will be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Park District, will be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Park District.

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

11.12. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

11.13. Waiver. Waiver by either party with respect to the breach of this Agreement will not be considered or treated as a waiver of the rights of such party with respect to any other default or with respect to any particular default except to the extent specifically waived by such party in writing.

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

11.15. Further Actions. The Park District and the City agree to do, execute, acknowledge and deliver all agreements and other documents and to take all actions reasonably necessary or desirable to comply with the provisions of this Agreement and the intent thereof.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

COMMUNITY AREAS

<u>Community Areas</u>	<u>CAPS Code</u>	<u>Amount</u>
Ashburn	PS70 131 54 5070 2604	\$ 91,752
Auburn Gresham	PS71 131 54 5071 2604	103,594
Washington Heights	PS73 131 54 5073 2604	72,574
Morgan Park	PS75 131 54 5075 2604	66,522
West Pullman	PS53 131 54 5053 2604	60,545
Riverdale	PS54 131 54 5054 2604	<u>5,013</u>
		\$400,000

EXHIBIT B

Property Description

Property Address: A portion of the South Trail of the Major Taylor Trail, from 107th Street to 127th Street]

P.I.N. [Legal description to be attached at Closing]

EXHIBIT C

Budget

Installation of Lighting	\$400,000

EXHIBIT D

Drawings

[To be attached at Closing]

EXHIBIT D

Project Schedule

[To be attached at Closing]

EXHIBIT E

Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, Chicago Park District, a body politic and Corporate of the State of Illinois hereby certifies that with respect to that certain Intergovernmental Agreement between Park District and the City of Chicago dated _____, ____ (the "Agreement"):

- A. Expenditures for the Project, in the total amount of \$_____, have been made:
- B. This paragraph B sets forth and is a true and complete statement of all costs of Open Space Impact Fee-Funded Improvements for the Project reimbursed by the City to date: \$_____
- C. Park District requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements: \$_____
- D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.
- E. Park District hereby certifies to the City that, as of the date hereof:
 - 1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and Park District is in compliance with all applicable covenants contained herein.
 - 2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute a Default, exists or has occurred.
 - 3. Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.
 - 4. Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or Park District as related thereto.

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

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago
Department of Housing
and Economic Development

Meg Gustafson
Department of Housing and
Economic Development
City Hall, Room 1101
312.744.0524

EXHIBIT F

Insurance Certificate Form

[To be attached at Closing]



City of Chicago



O2013-6634

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Acquisition of property at 301 E 43rd St, 315 E 43rd St and 4253 S Prairie Ave for new redevelopment in conservation area
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an acquisition of property in the 3rd Ward.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on March 27, 2002 and published at pages 81231-81457 of the Journal of the Proceedings of the City Council ("Journal") of such date, a certain redevelopment plan and project (as amended, the "Plan") for the 47th / King Drive Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.; the "Act");

WHEREAS, pursuant to an ordinance adopted by the City Council on March 27, 2002 and published at pages 81458-81465 of the Journal of such date, the Area was designated as a "conservation area" redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 27, 2002 and published at pages 81466-81472 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, the Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, it is necessary to acquire the parcels of property located in the Area listed on the attached Exhibit A (the "Acquisition Parcels") in order to achieve the objectives of the Plan, which include, among other things: reducing or eliminating conditions that qualify the Area as a conservation area; and

WHEREAS, by Resolution No. 13-CDC-23, adopted by the Community Development Commission of the City of Chicago ("Commission") on July 9, 2013, the Commission recommended the acquisition of the Acquisition Parcels; and

WHEREAS, the City Council finds such acquisitions to be for the same purposes as those set forth in Divisions 74.2 and 74.4 of the Illinois Municipal Code;

WHEREAS, the City Council further finds that such acquisition and exercise of power of eminent domain shall be in furtherance of the Plan, which was first adopted in 2002 in accordance with the Act, as recited above, and was in existence prior to April 15, 2006; and

WHEREAS, the City Council further finds that prior to April 15, 2006, the Plan included an estimated \$15,000,000 in property assembly costs as a budget line item in Table 1 to the Plan, and also described property assembly as a part of the redevelopment project for the Area, including in Section V of the Plan; and

WHEREAS, the City Council further finds that the Acquisition Parcels were included in the Area prior to April 15, 2006, that there has been no extension in the completion date of the Plan and that the Acquisition Parcels are not located in an industrial park conservation area; **now, therefore,**

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

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

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago acquire the Acquisition Parcels for public purposes and for purposes of implementing the objectives of the Plan for the Department of Housing and Economic Development.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) for the purchase of the Acquisition Parcels. If the Corporation Counsel and the owner(s) are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcels on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of the Acquisition Parcels on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcels under the City's power of eminent domain. Such acquisition efforts shall commence with respect to those Acquisition Parcels identified in Exhibit A as "Improved" within four (4) years of the date of the publication of this ordinance. Such acquisition efforts shall commence with respect to that Acquisition Parcel identified in Exhibit A as "Vacant" within ten (10) years of the date of the publication of this ordinance. For each Acquisition Parcel, commencement shall be deemed to have occurred upon the City's delivery of an offer letter to the owner(s) of such Acquisition Parcel.

SECTION 4. The Commissioner of the Department of Housing and Economic Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

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

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

SECTION 7. This ordinance shall be effective upon its passage and approval.

EXHIBIT A

Acquisition Parcels
(Subject to Final Survey and Title Commitment)

<u>ADDRESS</u>	<u>P.I.N.</u>	<u>Vacant or Improved</u>
301 E. 43 rd Street	20-03-304-001	Improved
315 E. 43 rd Street	20-03-304-002	Improved
4253 S. Prairie Avenue	20-03-122-046	Vacant



City of Chicago



A2013-102

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Bridget M. Reidy as commissioner of Chicago Housing Authority
Committee(s) Assignment:	Committee on Housing and Real Estate

Housing



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have reappointed Bridget M. Reidy as a commissioner of the Chicago Housing Authority for a term effective immediately and expiring July 7, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-103

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Christopher C. Melvin, Jr. as member of Board of Directors of Regional Transportation Authority
Committee(s) Assignment:	Committee on Transportation and Public Way



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have reappointed Christopher C. Melvin, Jr. as a member of the Board of Directors of the Regional Transportation Authority for a term effective immediately and expiring May 14, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-104

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Anthony K. Anderson as member of Board of Directors of Regional Transportation Authority
Committee(s) Assignment:	Committee on Transportation and Public Way



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have reappointed Anthony K. Anderson as a member of the Board of Directors of the Regional Transportation Authority for a term effective immediately and expiring July 1, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-105

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Joseph M. Ferguson as Inspector General
Committee(s) Assignment:	Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have reappointed Joseph M. Ferguson as Inspector General for a four-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-108

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 9/11/2013

Sponsor(s): Emanuel, Rahm (Mayor)

Type: Appointment

Title: Reappointment of Manuel Jimenez; David R. Supanich, Gintaras P. Cepenas, Jean T. Lopez, Sheldon K. Rice and Mark J. Di Valerio as members of Special Service Area No. 3, Southwest Business Growth Area Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have reappointed the following as members of Special Service Area No. 3, the Southwest Business Growth Area Commission, for terms effective immediately and expiring July 28, 2016: Manuel Jimenez; David R. Supanich; Gintaras P. Cepenas; Jean T. Lopez; Sheldon K. Rice; and Mark J. Di Valerio.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

Laurenza



City of Chicago



A2013-110

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Mona K. Buechler as member of Special Service Area No. 19, Howard Street Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have reappointed Mona K. Buechler as a member of Special Service Area No. 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-93

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Martin J. Oberman as member of Commuter Rail Board (Metra)
Committee(s) Assignment:	Committee on Transportation and Public Way

TRANSP.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have appointed Martin J. Oberman as a member of the Commuter Rail Board (Metra) for a term effective immediately and expiring June 30, 2016, to complete the unexpired term of Larry A. Huggins, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-95

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Terry Peterson as member of Chicago Transit Board
Committee(s) Assignment:	Committee on Transportation and Public Way



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

I have reappointed Terry Peterson as a member of the Chicago Transit Board for a term effective immediately and expiring September 1, 2020.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



City of Chicago



O2013-6437

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 68 formerly Special Service Area No. 5
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, on October 31, 1983, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on May 30, 1984, which established an area known and designated as City of Chicago Special Service Area Number 5 and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for such area for a period of 10 years (the "Initial Levy Period") in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, the Initial Levy Period expired; and

WHEREAS, on November 5, 1993, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 5 and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for such area for an additional period of 10 years (the "Second Levy Period") in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, the Second Levy Period expired; and

WHEREAS, on November 5, 2003, the City Council enacted an ordinance ("Establishment Ordinance") which again established a special service area known and designated as City of Chicago Special Service Area Number 5 (the "Original Area") and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area such services for an additional period of 10 years (the "Third Levy Period") in addition to the services provided by and to the City of Chicago generally (Original Special Services"); and

WHEREAS, the Third Levy Period has expired; and

WHEREAS, the Establishment Ordinance established the Original Area as that territory approximately bounded by properties contained from East 87th Street on the north to East 93rd Street on the south along South Commercial Avenue; East 91st Street frontage from South Exchange Avenue on the west to South Houston Avenue on the east; South Exchange Avenue frontage between East 91st Street and East 92nd Street; East 92nd Street frontage from South Exchange Avenue on the west to South Harbor Avenue on the east; the east side of South South Chicago Avenue between South Exchange Avenue and South Commercial Avenue; and South Burley Avenue frontage between East 92nd Street and East 93rd Street; and

WHEREAS, the Original Special Services authorized in the Establishment Ordinance

included real estate rehabilitation and maintenance activities; loan packaging services; management of private security and anti-gang initiatives; advertising and promotion; area maintenance and beautification including but not limited to sidewalk sweeping, snow removal and maintenance of commercial area parking lot; storefront improvement assistance; facade rebate financing; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic parking studies and planning; and

WHEREAS, the City of Chicago desires to consider the establishment of a new special service area in an area which is comprised of the Original Area and the authorization of a levy of a new special annual services tax in order to provide certain special services which are distinct from the Original Special Services; and

WHEREAS, the City Council finds that it is in the public interest that consideration be given to the establishment of an area within the City of Chicago (which is comprised of the Original Area) to be known and designated as Special Service Area Number 68 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of fifteen (15) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the establishment of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the establishment of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of three percent (3%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2027. The proposed amount of the tax levy for Special Services (as hereinafter defined) for the initial year for which taxes will be levied within the Area in tax year 2013 is \$352,272. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which are herein referred to collectively as the "Special Services." The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of East 87th Street on the north to East 93rd Street on the south along South Commercial Avenue; East 91st Street frontage from South Exchange Avenue on the west to South

Houston Avenue on the east; South Exchange Avenue frontage between East 91st Street and East 92nd Street; East 92nd Street frontage from South Exchange Avenue on the west to South Harbor Avenue on the east; the east side of South South Chicago Avenue between South Exchange Avenue and South Commercial Avenue; and South Burley Avenue frontage between East 92nd Street and East 93rd Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notices shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 68.

Notice is hereby given that at _____ o'clock ____ .m., on the _____ day of _____, 2013 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the establishment of an area within the City of Chicago (which is comprised of the area formerly known as Special Service Area Number 5) to be known and designated as Special Service Area Number 68 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2027. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of three percent (3%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$352,272. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of East 87th Street on the north to East 93rd Street on the south along South Commercial Avenue; East 91st Street frontage from South Exchange Avenue on the west to South Houston Avenue on the east; South Exchange Avenue frontage between East 91st Street and East 92nd Street; East 92nd Street frontage from South Exchange Avenue on the west to South Harbor Avenue on the east; the east side of South Chicago Avenue between South Exchange Avenue and South Commercial Avenue; and South Burley Avenue frontage between East 92nd Street and East 93rd Street.

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

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

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

Dated this _____ day of _____, 2013.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

Exhibit 1.
(To Ordinance)

*Project Area Boundary Description Special Service
Area Number #68 (formerly SSA#5)(Commercial Avenue).*

All that part of Sections 5 and 6, in Township 37 North, Range 15 East of the Third Principal Meridian, north of the Indian Boundary Line, bounded and described as follows:

beginning at the point of intersection of the north line of East 91st Street with the west line of South Exchange Avenue; thence north along said west line of South Exchange Avenue to the westerly extension of the south line of Lot 29 in Block 53 of South Chicago, a subdivision of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line, and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15 East of the Third Principal Meridian, said south line of Lot 29 being also the north line of the alley north of East 91st Street; thence east along said westerly extension and the north line of the alley north of East 91st Street to the east line of said Lot 29 in Block 53 of South Chicago, said east line of Lot 29 being also the west line of the alley east of South Exchange Avenue; thence north along said west line of the alley east of South Exchange Avenue to the south line of East 88th Street; thence west along said south line of East 88th Street to the east line of South Exchange Avenue; thence north along said east line of South Exchange Avenue to the south line of Lot 32 in Block 10 of aforesaid South Chicago; thence east along said south line of Lot 32 in Block 10 of South Chicago to the east line of said Lot 32, said east line of Lot 32 being also the west line of the alley east of South Exchange Avenue; thence north along said west line of the alley east of South Exchange Avenue to the north line of East 87th Street; thence east along said north line of east 87th Street to the northerly extension of the west line of Lot 1 in Block 9 of aforesaid South Chicago, said west line of Lot 1 being also the east line of the alley east of South Commercial Avenue; thence south along said northerly extension and the east line of the alley east of South Commercial Avenue to the south line of Lot 17 in Block 54 of aforesaid South Chicago, said south line of Lot 17 being also the north line of the alley north of East 91st Street; thence east along said north line of the alley north of East 91st Street to the east line of South Houston Avenue; thence south along said east line of South Houston Avenue to the easterly extension of the north line of Lot 13 in

Block 70 of aforesaid South Chicago, said north line of Lot 13 being also the south line of the alley south of East 91st Street; thence west along said easterly extension and the north line of Lot 13 in Block 70 of South Chicago to the west line of said Lot 13, said west line of Lot 13 being also the east line of the alley east of South Commercial Avenue; thence south along said east line of the alley east of South Commercial Avenue to the south line of Lot 23 in said Block 70 of South Chicago, said south line of Lot 23 being also the north line of the alley north of East 92nd Street; thence east along said north line of the alley north of East 92nd Street to east line of South Houston Avenue; thence south along said east line of South Houston Avenue to the north line of Lot 35 in Block 69 of aforesaid South Chicago, said north line of Lot 35 being also the south line of the alley north of East 92nd Street; thence east along said south line of the alley north of East 92nd Street to the southerly extension of the east line of Lot 36 in said Block 69 of South Chicago; thence north along said southerly extension of the east line of Lot 36 to the westerly extension of the south line of Lot 23 in said Block 69 of South Chicago, said south line of Lot 23 being also the north line of the alley north of East 92nd Street; thence east along said north line of the alley north of East 92nd Street and along the easterly extension thereof to the east line of South Baltimore Avenue; thence south along said east line of South Baltimore Avenue to the south line of Lot 29 in Block 68 of aforesaid South Chicago, said south line of Lot 29 being also the north line of the alley north of East 92nd Street; thence east along said south line of Lot 29 in Block 68 of South Chicago and along the easterly extension thereof to the west line of Lot 48 in said Block 68 of South Chicago; thence south along said west line of Lot 48 in Block 68 of South Chicago to a line 115 feet north of and parallel with the north line of East 92nd Street, said line being also the north line of the parcel of property bearing Permanent Index Number 26-6-405-039; thence east along said north line of the property bearing Permanent Index Number 26-6-405-039 and along the north line of the property bearing Permanent Index Number 26-6-405-038 to the northwest corner of Lot 6 in the subdivision of Lots 19 to 28, both Inclusive, and part of Lot 48 in Block 68 in South Chicago; thence north along the northerly extension of the west line of said Lot 6 in the subdivision of Lots 19 to 28, both inclusive, and part of Lot 48 in Block 68 in South Chicago to the westerly extension of the south line of Lot 18 in Block 68 of South Chicago, said south line of Lot 18 being also the north line of the alley north of East 92nd Street; thence east along the north line of the alley north of East 92nd Street to the west line of South Brandon Avenue; thence north along said west line of South Brandon Avenue to the westerly extension of the south line of Lot 31 in Block 67 of aforesaid South Chicago, said south line of Lot 31 being also the north line of the alley north of East 92nd Street; thence east along said westerly extension and the north line of the alley north of East 92nd Street to the east line of South Buffalo Avenue; thence south along said east line of South Buffalo Avenue to the north line of East 92nd Street; thence east along

said north line of East 92nd Street to the southeasterly line of Lot 24 in Block 65 of aforesaid South Chicago, said southeasterly line of Lot 24 being also the northwesterly line of South Harbor Avenue; thence southerly along a straight line to the point of intersection of the southwesterly line of South Ewing Avenue with the southeasterly line of South Harbor Avenue; thence southwesterly along the southeasterly line of South Harbor Avenue to the easterly extension of the north line of Lot 1 in Block 89 of aforesaid South Chicago, said north line of Lot 1 being also the south line of East 93rd Street; thence west along said south line of East 93rd Street to the southerly extension of the west line of Lot 28 in Block 87 of aforesaid South Chicago; thence north along said southerly extension and the west line of Lot 28 in Block 87 of South Chicago and along the northerly extension thereof to the south line of Lot 34 in said Block 87 of South Chicago, said south line of Lot 34 being also the north line of the alley north of East 93rd Street; thence east along said south line of Lot 34 in Block 87 of South Chicago to the east line of said Lot 34, said east line of Lot 34 being also the west line of the alley east of South Brandon Avenue; thence north along said west line of the alley east of South Brandon Avenue to the north line of Lot 44 in said Block 87 of South Chicago, said north line of Lot 44 being also the south line of the alley south of East 92nd Street; thence west along said north line of Lot 44 in Block 87 of South Chicago and along the westerly extension thereof to the west line of South Brandon Avenue; thence north along said west line of South Brandon Avenue to the north line of Lot 6 in Block 86 of aforesaid South Chicago, said north line of Lot 6 being also the south line of the alley south of East 92nd Street; thence west along said north line of Lot 6 in Block 86 of South Chicago and along the westerly extension thereof to the southerly extension of the west line of Lot 6 in the subdivision of Lots 1 to 5, both inclusive, and 42 to 46, both inclusive, and parts of Lot 47 in Block 86 of aforesaid South Chicago; thence north along said southerly extension and the west line of Lot 6 in aforesaid subdivision to the south line of East 92nd Street; thence west along said south line of East 92nd Street to the east line of Lot 7 in said subdivision of Lots 1 to 5, both inclusive, and 42 to 46, both inclusive, and parts of Lot 47 in Block 86 of aforesaid South Chicago; thence south along said east line of Lot 7 in aforesaid subdivision and along the southerly extension thereof to the easterly extension of the north line of Lot 41 in Block 86 of aforesaid South Chicago, said north line of Lot 41 being also the south line of the alley south of East 92nd Street; thence west along said south line of the alley south of East 92nd Street to the east line of South Baltimore Avenue; thence south along said east line of South Baltimore Avenue to the easterly extension of the north line of Lot 13 in Block 85 of aforesaid South Chicago, said north line of Lot 13 being also the south line of the alley south of East 92nd Street; thence west along said easterly extension and the south line of the alley south of East 92nd Street and along the westerly extension thereof to the west line of South Houston Avenue; thence north along said west line of South Houston Avenue to the north line of Lot 6 in

Block 84 of aforesaid South Chicago, said north line of Lot 6 being also the south line of the alley south of East 92nd Street; thence west along said north line of Lot 6 in Block 84 of South Chicago to the west line thereof, said west line of Lot 6 being also the east line of the alley east of South Commercial Avenue; thence south along said east line of the alley east of South Commercial Avenue to the easterly extension of the south line of Lot 19 in said Block 84 of South Chicago; thence west along said easterly extension and the south line of Lot 19 to northeasterly line of South South Chicago Avenue; thence northwesterly along said northeasterly line of South South Chicago Avenue to the east line of Lot 17 in Block 83 of aforesaid South Chicago; thence north along said east line of Lot 17 in Block 83 of South Chicago and along the northerly extension thereof to the centerline of the vacated alley lying north of and adjoining the north line of said Lot 17; thence west along said centerline of the vacated alley lying north of and adjoining the north line of said Lot 17 in Block 83 of South Chicago to the northeasterly line of South South Chicago Avenue; thence northwesterly along said northeasterly line of South South Chicago Avenue to the west line of Lot 11 in said Block 83 of South Chicago; thence north along said west line of Lot 11 in Block 83 of South Chicago to the north line of said Lot 11, said north line of Lot 11 being also the south line of East 92nd Street; thence west along the westerly extension of said north line of Lot 11 in Block 83 of South Chicago to the southerly extension of the east line of Lot 26 in Block 72 of aforesaid South Chicago, said east line of Lot 26 being also the west line of South Exchange Avenue; thence north along said southerly extension and the east line of Lot 26 in Block 72 of South Chicago to the northeasterly line of said Lot 26, said northeasterly line of Lot 26 being also the southwesterly line of the alley northeast of South South Chicago Avenue; thence northwesterly along said southwesterly line of the alley northeast of South South Chicago Avenue to the westerly extension of the south line of Lots 10 through 14, both inclusive, in said Block 72 of South Chicago, said south line of Lots 10 through 14 being also the north line of the alley south of East 91st Street; thence east along said westerly extension and the north line of the alley south of East 91st Street to the east line of Lot 10 in said Block 72 of South Chicago; thence north along said east line of Lot 10 in Block 72 of South Chicago and along the northerly extension thereof to the north line of East 91st Street; thence east along said north line of East 91st Street to the northerly extension of the west line of Lot 4 in aforesaid Block 72 of South Chicago; thence south along said northerly extension and the west line of Lot 4 in Block 72 of South Chicago to a line 74 feet south of and parallel with the south line of East 91st Street, said parallel line being also the south line of the property bearing Permanent Index Number 26-6-40 1-038; thence east along said line 74 feet south of and parallel with the south line of East 91st Street to the west line of South Exchange Avenue; thence north along said west line of South Exchange Avenue to the point of beginning at the north line of East 91st Street, all in the City of Chicago, Cook County, Illinois.

**PIN List for SSA #68
(5)Reconstitution,
2014**

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City of Chicago



O2013-6459

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 65 formerly Special Service Area No. 14
Committee(s) Assignment:	Committee on Finance



FIN.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, on October 7, 1993, the City Council of the City of Chicago (the, "City Council") enacted an ordinance establishing a special service area known and designated as City of Chicago Special Service Area Number 14 to provide special governmental services in the area in addition to services provided generally by the City of Chicago and authorizing a real property tax not to exceed an annual rate of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of all property within the area to provide such services for a period of four years (the "Initial Levy Period"), which such ordinance was amended on March 9, 1995; and

WHEREAS, the Initial Levy Period has expired; and

WHEREAS, on December 10, 1997, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax for the period beginning in 1997 through and including 2000 (the "Second Levy Period"), not to exceed an annual rate of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, the Second Levy Period has expired; and

WHEREAS, on December 5, 2001, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax, for the period beginning in 2001 through and including 2004 (the "Third Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, the Third Levy Period has expired; and

WHEREAS, on December 7, 2005, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax, for the period beginning in 2005 through and including 2007 (the "Fourth Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property

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SSA 65 (14) HEARING ORDINANCE.DOCX

therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, the Fourth Levy Period has expired; and

WHEREAS, on November 12, 2008, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 (the "Original Area") and authorized the levy of an annual tax, for a period of five (5) years beginning in 2008 through and including 2012 (the "Fifth Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally; and

WHEREAS, the Fifth Levy Period has expired; and

WHEREAS, the City Council of the City of Chicago finds that it is in the public interest that consideration be given to the establishment of an area within the City of Chicago (which is comprised of the Original Area) to be known and designated as Special Service Area Number 65 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of five (5) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the establishment of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the establishment of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2017. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$570,513. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: security services provided in the Area, including the administration necessary for the implementation of such security services; coordinated marketing and promotional activities; businesses retention and recruitment; area strategic planning; and other technical assistance activities to promote community and economic development, which will be

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hereinafter referred to collectively as the "Special Services." The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of West Marquette Road on the north, 75th Street on the south, Kedzie Avenue on the west and Bell Avenue on the east.

SECTION 3. Notice of the Hearing shall be published by the at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 65.

Notice is hereby given that at _____ o'clock _____.m., on the _____ day of _____, 2013 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the establishment of an area within the City of Chicago (which is comprised of the area formerly known as Special Service Area Number 14) to be known and designated as Special Service Area Number 65 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2017. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: security services provided in the Area, including the administration necessary for the implementation of such security services; coordinated marketing and promotional activities; businesses retention and recruitment; area strategic planning; and other technical assistance activities to promote community and economic development, which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$570,513.

The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of West Marquette Road on the north, 75th Street on the south, Kedzie Avenue on the west and Bell Avenue on the east.

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

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

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

Dated this _____ day of _____, 2013.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

S:\SHARED\FINANCE\SSAS\SSA-2013\CRYSTAL-20,47,59,65(14)\13SSA65 (14)\HEARING\2013 09-06
SSA 65 (14) HEARING ORDINANCE.DOCX

That part of Sections 24 and 25 in Township 38 North, Range 13 East of the Third Principal Meridian and Sections 19 and 30 in Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the northwest corner of the southeast quarter of said Section 24 (being also the intersection of the centerlines of South California Avenue and West Marquette Road), thence south along the west line of said southeast quarter to the northeast corner of the northwest quarter of said Section 25 (being also the intersection of the centerlines of South California Avenue and West 71st Street); thence west along the north line of said northwest quarter to the northwest corner of the northwest quarter of said Section 25 (being also the intersection of the centerlines of South Kedzie Avenue and West 71st Street); thence south along the west line of said northwest quarter to the northerly right-of-way line of the Belt Railway of Chicago; thence easterly along the northerly right-of-way line of said Belt Railway of Chicago across said Sections 25 and 30 to the easterly line of South Oakley Avenue; thence northeast along the northwesterly right-of-way line of said Belt Railway of Chicago, said right-of-way line also being the southeasterly line of property having a P.I.N. of 20-30-125-002, to the southwest corner of property having a PIN. of 20-30-125-003 thence northeast along the westerly line of property having a P.I.N of 20-30-125-003, said property lying northwest of the Belt Railway of Chicago, to the south line of West 74th Street; thence east along the south line of West 74th Street to the northwesterly right-of-way line of said Belt Railway of Chicago; thence northeast along the northwesterly right-of-way line of said Belt Railway of Chicago to the westerly right-of-way line of the Pittsburg Cincinnati Chicago and St. Louis Railroad (P. C. C. & St. L. RR.); thence northerly along the westerly right-of-way line of said P. C. C. & St. L. RR. across said Sections 30 and 19 to the north line of the southwest quarter of said Section 19 (being also the centerline of West Marquette Road); thence west along the north line of said southwest quarter to the northwest corner of the southwest quarter of said Section 19, being a point on the east line of the southeast quarter of said Section 24 (said northwest corner being also on the centerline of West Marquette Road to the east and 60 feet west of the easterly line of South Western Avenue); thence north along the east line of the southeast quarter of said Section 24 to the northeast corner of said southeast quarter; thence west along the north line of said southeast quarter (being also the centerline of West Marquette Road to the west) to the point of beginning, all in Chicago, Cook County, Illinois.

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City of Chicago



O2013-6463

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 20
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, on October 28, 1997, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance by the City Council on November 15, 2000, which established an area known and designated as City of Chicago Special Service Area Number 20 and authorized the levy of an annual tax, for the period beginning in 1997 through and including 2003 (the "Initial Levy Period"), not to exceed an annual rate of one and zero hundredths percent (1.00%) of the equalized assessed value of the taxable property in the area to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, the Initial Levy Period expired; and

WHEREAS, on December 8, 2004, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 20 (the "Area") to provide certain special services in and for the Area in addition to services provided generally by the City generally (the "Original Special Services") and authorizing a levy of an annual tax for the period beginning in 2004 through and including 2013 (the "Second Period") not to exceed an annual rate of one and zero hundredths percent (1.00%) of the equalized assessed value of all property within the Area (the "Services Tax") to provide the Original Special Services for an additional period of 10 years; and

WHEREAS, the Original Special Services authorized in the Establishment Ordinance included maintenance and beautification activities, security services, coordinated marketing and promotional activities, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, the City desires to authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), and to authorize the extension of the Second Period and of the levy of the Services Tax for the provision of the Special Services in the Area; and

WHEREAS, the City Council finds that (a) it is in the public interest that consideration be given to (i) the authorization of the Special Services as distinct from the Original Special Services, and (ii) the authorization of the extension of the Second Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2022; (b) the Area is contiguous; and (c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider (i) the authorization of the Special Services as distinct from the Original Special Services, and (ii) the authorization of the extension of the Second Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2022. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of one and zero hundredths percent (1.00%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for the Special Services in tax year 2013 is \$175,219. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but shall not be limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives). The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Western Avenue from 99th Street to 111th Place and on the West Side of Western Avenue from 111th Place to 119th Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 20.

Notice is hereby given that at _____ o'clock _____m., on the _____ day of _____, 2013 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of

Chicago to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 20 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The matters shall include (i) the authorization of certain special services (the "Special Services") which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of an extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022. The Services Tax under consideration shall be authorized to be levied annually in tax years 2013 through and including 2022 for the provision of the Special Services. The purpose of the Services Tax shall be to provide the Special Services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives).

The Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services shall not exceed the annual rate of one and zero hundredths percent (1.00%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services in tax year 2013 is \$175,219. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area consists of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Western Avenue from 99th Street to 111th Place and on the West Side of Western Avenue from 111th Place to 119th Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022 may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%)

of the landowners included within the boundaries of the Area objecting to (i) the authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022 is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Special Services which are distinct from the original special services currently authorized within Area shall not be authorized and the period of years in which the levy of the Services Tax shall not be extended through and including tax year 2022.

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

Dated this _____ day of _____, 2013.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

Exhibit 1.
(To Ordinance)

*Morgan Park-Beverly Hills Business Association
Special Service Area Number 20.*

Legal Description.

Those parts of Sections 12-37-13, 13-37-13, 24-37-13, 7-37-14, 18-37-14 and 19-37-14, East of the Third Principal Meridian in Cook County Illinois, taken as a tract bounded and described as follows:

beginning at the northeast corner of the southeast quarter of Section 12-37-13; thence westerly along the centerline of 99th Street to the northerly extension of the centerline of the north/south alley in Block 1 of O. Rueter & Co.'s Beverly Hills Third Addition Subdivision; thence southerly along said north/south alley centerline extended south to the centerline of the east/west alley in Block 3 of O. Rueter & Co.'s Beverly Hills Addition Subdivision; thence westerly along said centerline to the northerly extension of the west line of Lot 16 in said Block 3; thence southerly along said west line and its southerly extension to the centerline of the north/south alley in Block 1 of Arthur Dunas Beverly Hills Manor Subdivision in the east half of the northeast quarter of Section 13-37-13; thence southerly along said north/south centerline and its extension to the centerline of the east/west alley in Block 1 of O. Rueter & Co.'s Morgan Park Manor Subdivision in the east half of the northeast quarter of Section 13-37-13; thence westerly along said centerline to the northerly extension of the west line of Lot 16 in said Block 1; thence southerly along the west line of Lot 16 and its extension to the centerline of the north/south alley in Block 4 of Premier's Addition to Morgan Park Subdivision in the east half of the southeast quarter of Section 13-37-13; thence southerly along said centerline and its extension to the centerline of the east/west alley lying between Artesian Avenue and Western Avenue in the Southtown Resubdivision in the east half of the southeast quarter of Section 13-37-13; thence east along said centerline to the northerly extension of the west line of Lot 28 in said Southtown Subdivision; thence south along the west line of Lot 28 and its southerly extension to the centerline of 111th Street; thence west along the centerline of 111th Street to the northerly extension of the west line of Lots 1 through 15 in Elmer Jordan & Co.'s Morgan Park Subdivision in the east half of the northeast quarter of Section 24-37-13; thence southerly along said northerly extension to the centerline of the east/west alley lying south of Lots 16 through 20 in said subdivision; thence westerly along said centerline

to the northerly extension of the centerline of north/south alley in Elmer Jordan & Co.'s Morgan Park Subdivision in the east half of the northeast quarter of Section 24-37-13; thence southerly along said centerline and its southerly extension to the centerline of 113th Street; thence west along said centerline to the east line of the west 33 feet of the north half of the southeast quarter of the northeast quarter of Section 24-37-13; thence southerly along said east line to the centerline of 114th Street; thence easterly along the centerline of 114th Street to the northerly extension of the east line of Lot 3 in John J. Mack's Resubdivision in Section 24-37-13; thence southerly along the west line of Lot 3 and its extension to the southeast corner of Lot 3; thence southerly along the east line of the north/south alley to the north line of Lot 4 in O.A. Bogue's Addition to Morgan Park, a subdivision in the east half of the northeast quarter of 24-37-13; thence southerly along the southerly extension of the east line of said alley to the north line of Lot 5 in Block 8 of O.A. Bogue's Addition to Morgan Park, a subdivision in the east half of the northeast quarter in Section 24-37-13; thence westerly to the west line of the east 128.10 feet of said Lot 5; thence southerly along said west line and its extension to the centerline of 115th Street; thence easterly along said centerline to the northerly extension of the centerline of the north/south alley in Block 4 of Harold J. McElhinny's First Addition to Southtown Subdivision in the east half of the southeast quarter of Section 24-37-13; thence southerly along said centerline and its extensions to the centerline of 119th Street; thence easterly along the centerline of 119th Street to the north/south centerline of Western Avenue; thence northerly along said north/south line to the centerline of 111th Place; thence easterly along said centerline to the southerly extension of the west line of Lots 16 and 21 in Washburn's Resubdivision of Block K in the west half of the northwest quarter of Section 19-37-14; thence northerly along said west lot lines and their extension to the centerline of 111th Street; thence easterly along said centerline to the southerly extension of a line that is 130 feet east of the west line of Lot 5 in the resubdivision of Blocks A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, V, et cetera, in the west half of the southwest quarter of Section 18-37-14 (also the east line of Tax Parcel 25-18-317-041); thence northerly along said line and its extension 165 feet (also the south line of Tax Parcel-022); thence easterly 10 feet to the east line of Tax Parcel 25-18-317-022; thence northerly 25 feet to the north line of Tax Parcel 25-18-317-022; thence westerly 10 feet to the east line of Tax Parcel 25-18-317-050; thence northerly 25 feet to the south line of Tax Parcel 25-18-317-020, thence easterly 10 feet to the east line of tax parcel 25-18-317-020; thence northerly 25 feet to the north line of Tax Parcel 25-18-317-020; thence easterly to the west line of Lot 4 in the resubdivision of Lots 6 to 16 and the north 90 feet of Lots 1 to 5, inclusive, et cetera, in the west half of the southwest quarter of Section 18-37-14; thence northerly along said west line and its extensions to the centerline of 110th Place; thence easterly along said

centerline to the southerly extension of the east line of Lots 24 and 47; thence northerly along said east line and its extensions to the centerline of 110th Street; thence westerly along said centerline to the southerly extension of the east line of Lot 58; thence northerly along the southerly extension and the east line of Lot 58 to the south line of Lot 60; thence easterly along said south line to the east line of Lot 60; thence northerly along the east line of Lots 60, 63 and 64, to the northeast corner of Lot 64; thence westerly along the north line of Lot 64 to a point that is 35 feet west of the east line of Lot 73; thence northerly along said line that is 35 feet west of the east line of Lot 73 to the centerline of 109th Street; thence westerly along said centerline to the southerly extension of the west line of Lot 76 in the resubdivision of Block 5 of the resubdivision of the Blue Island Land and Building Co., et cetera, in the west half of the southwest quarter of Section 18-37-14; thence northerly along the west line of Lot 76 and its extension to the northwest corner thereof; thence easterly to the southeast corner of Lot 72; thence northerly along the east line of Lot 72 extended north to the southwest corner of Lot 56; thence northerly along the west line of Lots 56, 49, crossing 107th Place, continuing northerly along the west line of Lots 22 and 15 and its northerly extension to the centerline of 107th Street; thence westerly along said centerline to the southerly extension of the west line of Lot 12 in Block 4 of Jernberg's Subdivision in the west half of the northwest quarter of Section 18-37-14; thence northerly along said west line and its extensions to the centerline of the east/west alley in said Block 4; thence easterly along said centerline to the centerline of the north/south alley in said Block 4; thence northerly along said centerline extended north to the south line of Lot 5, Block 2 of O. Rueter & Co.'s Beverly Hills Second Addition Subdivision of the west half of the northwest quarter of the northwest quarter of Section 18-37-14; thence easterly to the southeast corner of Lot 5; thence northerly along the east line and its northerly extension to the centerline of 103rd Street; thence easterly along said centerline to the southerly extension of the centerline of the north/south alley in Block 6 of Wm. E. Harmon's Beverly Hills Addition Subdivision in the west half of the southwest quarter of Section 7-37-14; thence northerly along said centerline and its extensions to the centerline of 101st Street; thence westerly along said centerline to the southerly extension of the centerline of the north/south alley in Blocks 2 and 3 of Preble's Ridge View Subdivision in the west half of the northwest quarter of the southwest quarter of Section 7-37-14; thence northerly along said north/south centerline and its extensions to the centerline of 99th Street; thence westerly along said centerline to the point of beginning.

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City of Chicago



O2013-6471

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 67 formerly Special Service Area No. 24
Committee(s) Assignment:	Committee on Finance



FIN.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, on December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 24 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in tax year 2003 through and including tax year 2012 (the "Initial Levy Period"), not to exceed an annual rate of sixty one-hundredths of one percent (0.60%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago generally (the "Original Special Services"); and

WHEREAS, the Initial Levy Period expired; and

WHEREAS, the Establishment Ordinance established the Original Area as that territory consists of Morse Avenue from Clark Street to Sheridan Road; on Clark Street, from Wallen Avenue to Birchwood Avenue; on Glenwood Avenue, from Lunt to Farwell Avenue; and

WHEREAS, the Original Special Services authorized in the Establishment Ordinance included maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives; and

WHEREAS, the City of Chicago desires to consider the establishment of a new special service area in an area which is comprised of the Original Area and certain additional territory, and the authorization of a levy of a new special annual services tax in order to provide certain special services which are distinct from the Original Special Services; and

WHEREAS, the City Council finds that it is in the public interest that consideration be given to the establishment of an area within the City of Chicago (which is comprised of the Original Area and certain additional territory) to be known and designated as Special Service Area Number 67 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the establishment of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the establishment of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.63 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for Special Services (as hereinafter defined) for the initial year for which taxes will be levied within the Area in tax year 2013 is \$301,100. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which are herein referred to collectively as the "Special Services." The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Clark Street between Birchwood and Albion, Greenleaf between Clark and Ravenswood, Lunt between Clark and Ravenswood, Ravenswood between Greenleaf and Lunt, Morse between Clark and the alley west of Sheridan, and Glenwood between Greenleaf and Patt.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notices shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 67.

Notice is hereby given that at _____ o'clock ____ m., on the _____ day of _____, 2013 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the establishment of an

area within the City of Chicago (which is comprised of the area formerly known as Special Service Area Number 24 and certain additional territory) to be known and designated as Special Service Area Number 67 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.63 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$301,100. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Clark Street between Birchwood and Albion, Greenleaf between Clark and Ravenswood, Lunt between Clark and Ravenswood, Ravenswood between Greenleaf and Lunt, Morse between Clark and the alley west of Sheridan, and Glenwood between Greenleaf and Pratt.

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

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

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

Dated this _____ day of _____, 2013.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

*Legal Description For Special
Service Area -Number #67 (formerly 24).*

All that part of the southeast quarter of Section 30, the east half of the east half of Section 31 and the northwest quarter of Section 32, all in Township 41 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the southeast corner of Lot 11 in Block 7 of Wm. L. Wallen's Addition to Rogers Park, a subdivision of Lots 2 and 3 (except the west 17 feet thereof) in the Assessor's Division of the northeast quarter of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said southeast corner of Lot 11 being also the point of intersection of the west line of North Clark Street with the north line of West Albion Avenue; thence west along said north line of West Albion Avenue to the westerly line of the alley west of North Clark Street lying between West Albion Avenue and West Wallen Avenue; thence northerly along the westerly line of the alley west of North Clark Street lying between West Albion Avenue and West Wallen Avenue and along the northerly extension thereof to the north line of the east half of the southeast quarter of said Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said north line of the east half of the southeast quarter of Section 31 being also the centerline of West Pratt Avenue; thence west along said centerline of West Pratt Avenue to the southerly extension of the east line of Lot 8 in Block 44 in Rogers Park, a subdivision of the northeast quarter and that part of the northwest quarter, lying east of Ridge Road, of Section 31 and also the west half of the northwest quarter of Section 32 and also all of Section 30 lying south of the Indian boundary line, all in Township 41 North, Range 14 East of the Third Principal Meridian, said east line of Lot 8 being also the westerly line of the alley west of North Clark Street; thence northerly along said southerly extension and the westerly line of the alley west of North Clark Street to the south line of West Lunt Avenue; thence west along said south line of West Lunt Avenue and along the westerly extension thereof to the west line of the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence north along said west line of the east half of the northeast quarter of Section 31 to the westerly extension of the north line of the south 61 feet of Lot 6 in the subdivision of Block 18 of Rogers Park; thence east along said westerly extension and the north line of the south 61 feet of Lot 6 in the subdivision of Block 18 of Rogers Park to the east line of the west 46.08 feet of said Lot 6 in the subdivision of Block 18 of Rogers Park; thence south along said east line of the west 46.08 feet of Lot 6 in the subdivision of Block 18 of Rogers Park to a north line of the parcel of property bearing Permanent Index Number 11-31-206-016, said north line being also the southerly most south line of the parcel of property bearing Permanent Index Number 11-31-206-017; thence east along said southerly most south line of the parcel of property bearing Permanent Index Number 11-31-206-017 to the east line thereof; thence north along said east line of the parcel of property bearing Permanent Index Number 11-31-206-017 and along the east line of the parcel of property bearing Permanent Index Number 11-31-206-015 to the northerly most north line of aforesaid parcel of property bearing Permanent Index Number 11-31-206-016; thence east along said northerly most north line of the parcel of property bearing Permanent Index Number 11-31-206-016 to the easterly line of aforesaid Lot 6 in the subdivision of Block 18 of Rogers Park, said easterly line of Lot 6 being also the westerly line of the alley east of North Ravenswood Avenue; thence north along said westerly line of the alley east of North Ravenswood Avenue to the south line of the north 100 feet of Block 18 in aforesaid Rogers Park; thence west along said south line of the north 100 feet of Block 18 in Rogers Park and

52 along the westerly extension thereof to the west line of the east half of the northeast quarter
53 of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence
54 north along said west line of the east half of the northeast quarter of Section 31 to the north
55 line of West Estes Avenue; thence east along said north line of West Estes Avenue to the
56 easterly line of Lot 6 in the subdivision of Block 9 (except the north 100 feet thereof) in
57 aforesaid Rogers Park, said easterly line of Lot 6 being also the westerly line of the alley
58 west of North Clark Street; thence north along said westerly line of the alley west of North
59 Clark Street to the south line of the north 100 feet of Block 9 in Rogers Park; thence west
60 along said south line of the north 100 feet of Block 9 in Rogers Park to the west line of the
61 east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the
62 Third Principal Meridian; thence north along said west line of the east half of the northeast
63 quarter of Section 31 to the south line of West Touhy Avenue; thence northerly along a
64 straight line to the point of intersection of the north line of West Touhy Avenue with the
65 westerly line of the public alley lying westerly of and adjoining the westerly line of Lot 3 in
66 the Owner's Subdivision of part of Block 2 in aforesaid Rogers Park, said westerly line of
67 the public alley being also the easterly line of the Chicago and Northwestern Railway
68 right-of-way; thence northerly along said easterly line of the Chicago and Northwestern
69 Railway right-of-way to the north line of West Birchwood Avenue; thence east along said
70 north line of West Birchwood Avenue to the easterly line of North Clark Street; thence
71 southerly along said easterly line of North Clark Street to the northwesterly line of West
72 Rogers Avenue; thence northeasterly along said northwesterly line of West Rogers Avenue
73 to the northerly extension of the east line of Lot 10 in S. Rogers Touhy's Subdivision of that
74 part of Original Block 1 in Rogers Park lying north of the south line of Bryon Avenue (now
75 West Jarvis Avenue) and west of the west line of Forest Avenue; thence south along said
76 northerly extension and the east line of Lot 10 in S. Rogers Touhy's Subdivision and along
77 the southerly extension thereof to the south line of West Jarvis Avenue; thence west along
78 said south line of West Jarvis Avenue to the westerly line of Lot 4 in S. Rogers Touhy
79 Bryan Avenue and Forest Street Subdivision in Block 1 of Rogers Park, a subdivision in the
80 east half of the southeast quarter of Section 30, Township 41 North, Range 14 East of the
81 Third Principal Meridian, said westerly line of Lot 4 being also the easterly line of the alley
82 east of North Clark Street; thence southerly along said easterly line of the alley east of
83 North Clark Street to the north line of Lot 10 in Rogers Park Sherwin Manor, a subdivision
84 of part of Block 1 in Rogers Park in the east half of the southeast quarter of Section 30,
85 Township 41 North, Range 14 East of the Third Principal Meridian; thence west along the
86 westerly extension of the north line of said Lot 10 in Rogers Park Sherwin Manor to the
87 centerline of the vacated alley lying west of and adjoining the westerly line of said Lot 10 in
88 Rogers Park Sherwin Manor; thence southerly along said centerline of the vacated alley
89 lying west of and adjoining the westerly line of Lot 10 in Rogers Park Sherwin Manor and
90 along the southerly extension thereof and along the centerline of the vacated alley lying
91 west of and adjoining the westerly line of Lot 21 in said Rogers Park Sherwin Manor to the
92 westerly extension of the south line of said Lot 21 in Rogers Park Sherwin Manor, said
93 westerly extension and the south line of Lot 21 being also the north line of the alley north of
94 West Chase Avenue; thence east along said north line of the alley north of West Chase
95 Avenue to the northerly extension of the westerly line of Lot 4 in S. Rogers Touhy's
96 Homestead Subdivision of the north 166.05 feet of the south 616.05 feet (measured from
97 the centerline of West Touhy Avenue) of Block 1 (except the east 447.05 feet thereof) in
98 Rogers Park, a subdivision in the east half of the southeast quarter of Section 30, Township
99 41 North, Range 14 East of the Third Principal Meridian, said westerly line of Lot 4 being
100 also the easterly line of the alley east of North Clark Street; thence southerly along said
101 easterly line of the alley east of North Clark Street and along the southerly extension
102 thereof to the south line of West Chase Avenue; thence west along said south line of West

Chase Avenue to the west line of the east 14 feet of Lot 11 in Block 6 of F. H. Dooland's Subdivision of the east 414 feet of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian and the west 175 feet of Section 29, Township 41 North, Range 14 East of the Third Principal Meridian south of the Indian Boundary Line and south of the Chicago, Evanston and Lake Superior Rail Road; thence south along said west line of the east 14 feet of Lot 11 in Block 6 of F. H. Dooland's Subdivision to the south line of said Lot 11, said south line of Lot 11 being also the north line of the alley north of West Touhy Avenue; thence east along said north line of the alley north of West Touhy Avenue to the northerly extension of the east line of Lot 14 in said Block 6 of F. H. Dooland's Subdivision; thence south along said northerly extension and the east line of Lot 14 in Block 6 of F. H. Dooland's Subdivision to the south line of said Lot 14, said south line of Lot 14 being also the north line of West Touhy Avenue; thence east along said north line of West Touhy Avenue to the northerly extension of a line 50 feet west of, as measured along the south line of West Touhy Avenue, and parallel with the east line of Lot 8 in Block 10 of aforesaid Rogers Park; thence south along said northerly extension and a line 50 feet west of, as measured along the south line of West Touhy Avenue, and parallel with the east line of Lots 8 and 9 in Block 10 of Rogers Park to a line 15 feet south of and parallel with the north line of Lot 9 in Block 10 of Rogers Park; thence east along said line 15 feet south of and parallel with the north line of Lot 9 in Block 10 of Rogers Park and along the easterly extension thereof to the west line of Lot 7 in said Block 10 of Rogers Park, said west line of Lot 7 being also the east line of the alley east of North Clark Street; thence south along said east line of the alley east of North Clark Street to the easterly extension of the north line of Lot 5 in Olson and Uhlman's Resubdivision of Lots 13 and 14 in Block 10 of Rogers Park, a subdivision in the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lots 5 and 4 in Olson and Uhlman's Resubdivision to the west line of said Lot 4, said west line of Lot 4 being also the east line of the alley east of North Clark Street; thence south along said west line of Lot 4 in Olson and Uhlman's Resubdivision and along the southerly extension thereof to the south line of West Estes Avenue; thence west along said south line of West Estes Avenue to the east line of the west 60 feet of Lots 7 and 8 in Block 17 of aforesaid Rogers Park; thence south along said east line of the west 60 feet of Lots 7 and 8 in Block 17 of Rogers Park to the north line of a parcel of property bearing Permanent Index Number 11-31-207-023; thence east along said north line 109.68 feet to an angle point in said north line; thence north along said north line 9.55 feet to an angle point in said north line; thence east along said north line and along the easterly extension thereof to the west line of Lot 6 in said Block 17 of Rogers Park, said west line of Lot 6 being also the east line of the alley east of North Clark Street; thence south along said east line of the alley east of North Clark Street to the centerline of the vacated alley lying north of and adjoining the north line of Lots 12, 13 and 14 in Block 33 of aforesaid Rogers Park; thence east along said centerline of the vacated alley lying north of and adjoining the north line of Lots 12, 13 and 14 in Block 33 of Rogers Park to the northerly extension of the west line of the east 11 feet of Lot 13 in said Block 33 of Rogers Park; thence south along said northerly extension and the west line of the east 11 feet of Lot 13 in Block 33 of Rogers Park to the south line of the north 30 feet of Lots 13 and 14 in said Block 33 of Rogers Park; thence east along said south line of the north 30 feet of Lots 13 and 14 in Block 33 of Rogers Park to the west line of North Paulina Street; thence north along said west line of North Paulina Street to the westerly extension of the south line of Lot 15 in Block 32 of aforesaid Rogers Park, said south line of Lot 15 being also the north line of the alley north of West Morse Avenue; thence east along said westerly extension and the north line of the alley north of West Morse Avenue to the west line of Lot 4 in said Block 32 of Rogers Park, said west line of Lot 4 being also the east line of the alley west of North Ashland

Boulevard; thence south along said east line of the alley west of North Ashland Boulevard to the north line of the south 5 feet of Lot 6 in Block 32 of Rogers Park; thence east along said north line of the south 5 feet of Lot 6 in Block 32 of Rogers Park to the east line of said Lot 6, said east line of Lot 6 being also the west line of North Ashland Boulevard; thence north along said west line of North Ashland Boulevard to the westerly extension of the south line of Lot 11 in Block 31 of Rogers Park; thence east along said westerly extension and the south line of Lot 11 in Block 31 of Rogers Park to the east line of said Lot 11, said east line of Lot 11 being also the west line of the alley east of North Ashland Boulevard; thence north along said west line of the alley east of North Ashland Boulevard to the westerly extension of the south line of Lot 6 in said Block 31 of Rogers Park, said south line of Lot 6 being also the north line of the alley north of West Morse Avenue; thence east along said westerly extension and the north line of the alley north of West Morse Avenue to the east line of North Greenview Avenue; thence south along said east line of North Greenview Avenue to the north line of the south 83.50 feet of Lot 10 in Block 30 of Rogers Park; thence east along said north line of the south 83.50 feet of Lot 10 in Block 30 of Rogers Park to the east line of said Lot 10; thence north along said east line of Lot 10 in Block 30 of Rogers Park and along the northerly extension thereof to the south line of Lots 8 and 9 in said Block 30 of Rogers Park, said south line of Lots 8 and 9 being also the north line of the alley north of West Morse Avenue; thence east along said north line of the alley north of West Morse Avenue to the east line of the west 10 feet of Lot 2 in said Block 30 of Rogers Park; thence north along said east line of the west 10 feet of Lot 2 in Block 30 of Rogers Park to the north line of said Lot 2, said north line of Lot 2 being also the south line of West Lunt Avenue; thence west along said south line of West Lunt Avenue to the southerly extension of the west line of the east 20 feet of Lot 16 in Block 29 of aforesaid Rogers Park; thence north along said southerly extension and the west line of the east 20 feet of Lot 16 in Block 29 of Rogers Park and along the northerly extension thereof to the south line of Lot 3 in said Block 29 of Rogers Park, said south line of Lot 3 being also the north line of the alley north of West Lunt Avenue; thence east along said north line of the alley north of West Lunt Avenue to the west line of the east 45 feet of Lot 1 in Block 29 of Rogers Park, said west line of the east 45 feet of Lot 1 in Block 29 of Rogers Park being also the east line of North Glenwood Avenue; thence south along said east line of North Glenwood Avenue to the north line of Lot 18 in Block 29 of Rogers Park; thence east along said north line of Lot 18 in Block 29 of Rogers Park to the west line of the parcel of property bearing Permanent Index Number 11-32-500-009; thence north along said west line of the parcel of property bearing Permanent Index Number 11-32-500-009 to the north line of West Greenleaf Avenue; thence east along said north line of West Greenleaf Avenue to the east line of North Glenwood Avenue as said North Glenwood Avenue is situated and opened in the east half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of North Glenwood Avenue to the south line of Lot 20 in Wm. M. Devine's Birchwood Beach Subdivision in Rogers Park, of Block 2 of the Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said south line of Lot 20 being also the north line of the alley north of West Lunt Avenue; thence east along said north line of the alley north of West Lunt Avenue to the northerly extension of the east line of the west half of Lot 16 in said Wm. M. Devine's Birchwood Beach Subdivision in Rogers Park; thence south along said northerly extension and the east line of the west half of Lot 16 in Wm. M. Devine's Birchwood Beach Subdivision in Rogers Park to the north line of West Lunt Avenue; thence east along said north line of West Lunt Avenue to the northerly extension of the west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision of Blocks 4, 8, 9 and Lot 1 in Block 7 of Circuit Court Partition of the east half of the northwest quarter and

the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision being also the east line of the alley east of North Glenwood Avenue; thence south along said northerly extension and the west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision to the south line of said Lot 3, said south line of Lot 3 being also the north line of the alley north of West Morse Avenue; thence east along said north line of the alley north of West Morse Avenue and along the easterly extension thereof to the westerly line of Lots 3 and 4 in D. J. Harris' Resubdivision of Lots 15 to 22, both inclusive, of W. D. Preston's Subdivision, aforesaid, said westerly line of Lots 3 and 4 being also the easterly line of the alley west of North Sheridan Road; thence southerly along said easterly line of the alley west of North Sheridan Road to the easterly extension of the north line of Lots 8, 9, 10 and 11 in Block 1 of L. E. Ingall's Subdivision of Blocks 5 and 6 of Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said north line of Lots 8, 9, 10 and 11 being also the south line of the alley north of West Farwell Avenue; thence west along said easterly extension and the south line of the alley north of West Farwell Avenue and along the westerly extension thereof to the east line of Lot 15 in said Block 1 of L. E. Ingall's Subdivision, said east line of Lot 15 being also the west line of the alley east of North Lakewood Avenue; thence north along said west line of the alley east of North Lakewood Avenue to the south line of Lot 17 in said Block 1 of L. E. Ingall's Subdivision; thence west along said south line of Lot 17 in Block 1 of L. E. Ingall's Subdivision and along the westerly extension thereof to the west line of North Lakewood Avenue; thence north along said west line of North Lakewood Avenue to the north line of Lot 2 in Block 2 of aforesaid L. E. Ingall's Subdivision; thence west along said north line of Lot 2 in Block 2 of L. E. Ingall's Subdivision to the west line thereof, said west line of Lot 2 being also the east line of the alley east of North Wayne Avenue; thence south along said east line of the alley east of North Wayne Avenue to the easterly extension of the south line of Lot 13 in said Block 2 of L. E. Ingall's Subdivision; thence west along said easterly extension and the south line of Lot 13 in Block 2 of L. E. Ingall's Subdivision and along the westerly extension thereof to the west line of North Wayne Avenue; thence north along said west line of North Wayne Avenue to the north line of Lot 2 in Block 3 of aforesaid L. E. Ingall's Subdivision; thence west along said north line of Lot 2 in Block 3 of L. E. Ingall's Subdivision to the west line thereof, said west line of Lot 2 being also the east line of North Glenwood Avenue as said North Glenwood Avenue is situated and opened in the east half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of North Glenwood Avenue to the north line of Lot 1 in Block 4 of aforesaid L. E. Ingall's Subdivision, said north line of Lot 1 being also the south line of West Farwell Avenue; thence west along the westerly extension of said north line of Lot 1 in Block 4 of L. E. Ingall's Subdivision to the east line of the west half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of the west half of the northwest quarter of Section 32 to the northeast line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence southeast along said northeast line of the Chicago, Milwaukee, St. Paul and Pacific Railroad to the south line of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said south line of the northwest quarter of Section 32 being also the centerline of West Pratt Avenue; thence west along said south line of the northwest quarter of Section 32 to an east line of Rogers Park, a subdivision of the northeast quarter and that part of the northwest quarter, lying east of Ridge Road, of Section 31 and also the west half of the northwest quarter of Section 32 and also all of Section 30 lying south of the Indian Boundary Line, all in Township 41 North, Range 14 East of the Third Principal Meridian, said east line being also the west line of the

parcel of property bearing Permanent Index Number 11-32-500-008; thence north along said east line of Rogers Park to the north line of Block 41 in said Rogers Park, said north line of Block 41 being also the south line of West Farwell Avenue; thence west along said south line of West Farwell Avenue to the southerly extension of the east line of Lot 17 in Block 40 of aforesaid Rogers Park, said east line of Lot 17 being also the west line of North Glenwood Avenue; thence north along said southerly extension to the north line of West Farwell Avenue; thence west along said north line of West Farwell Avenue to the west line of the east 36.75 feet of Lot 17 in said Block 40 of Rogers Park; thence north along said west line of the east 36.75 feet of Lot 17 in Block 40 of Rogers Park to a line 97.84 feet north of and parallel With the south line of said Lot 17; thence west along said line 97.84 feet north of and parallel with the south line of said Lot 17 in Block 40 of Rogers Park and along the westerly extension thereof to the east line of the west 30 feet of Lot 16 in said Block 40 of Rogers Park; thence north along said east line of the west 30 feet of Lot 16 in Block 40 of Rogers Park to the north line of said Lot 16, said north line of Lot 16 being also the south line of the alley north of West Farwell Avenue; thence west along said south line of the alley north of West Farwell Avenue to the west line of North Greenview Avenue; thence north along said west line of North Greenview Avenue to the south line of the north 92 feet of Lot 1 in Block 39 of aforesaid Rogers Park; thence west along said south line of the north 92 feet of Lot 1 in Block 39 of Rogers Park and along the westerly extension thereof to the west line of the east 12.5 feet of Lot 2 in said Block 39 of Rogers Park; thence south along said west line of the east 12.5 feet of Lot 2 in Block 39 of Rogers Park and along the southerly extension thereof to the north line of Lot 18 in said Block 39 of Rogers Park, said north line of Lot 18 being also the south line of the alley north of West Farwell Avenue; thence west along said south line of the alley north of West Farwell Avenue and along the westerly extension thereof to the east line of Lot 10 in said Block 39 of Rogers Park, said east line of Lot 10 being also the west line of the alley east of North Ashland Boulevard; thence north along said west line of the alley east of North Ashland Boulevard to the south line of the north 1.62 feet of Lot 3 in the subdivision of Lots 7, 8, 9 and the north half of Lot 10 in Block 39 of aforesaid Rogers Park; thence west along said south line of the north 1.62 feet of Lot 3 in the subdivision of Lots 7, 8, 9 and the north half of Lot 10 in Block 39 of Rogers Park to the west line of said Lot 3, said west line of Lot 3 being also the east line of North Ashland Boulevard; thence south along said east line of North Ashland Boulevard to the easterly extension of the north line of Lot 4 in Block 38 of aforesaid Rogers Park; thence west along said easterly extension and the north line of Lot 4 in Block 38 of Rogers Park to the west line thereof, said west line of Lot 4 being also the east line of the alley west of North Ashland Boulevard; thence south along said east line of the alley west of North Ashland Boulevard to the easterly extension of the north line of Lot 8 in said Block 38 of Rogers Park, said north line of Lot 8 being also the south line of the alley north of West Farwell Avenue; thence west along said easterly extension and the south line of the alley north of West Farwell Avenue to the east line of Lot 5 in the subdivision of Lots 18 to 24, both inclusive, and the vacated alley lying east of and adjoining said lots in Block 38 of Rogers Park, aforesaid; thence southerly along said east line of Lot 5 in the subdivision of Lots 18 to 24, both inclusive, and the vacated alley lying east of and adjoining said lots in Block 38 of Rogers Park and along the southerly extension thereof to the centerline of West Farwell Avenue; thence west along said centerline of West Farwell Avenue to the northerly extension of the west line of Lot 2 in the resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park, aforesaid; thence southerly along said northerly extension and the west line of Lot 2 in the resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park and along the southerly extension thereof and along the west line of Lot 4 in said resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park to the south line of said Lot 4, said south line of Lot 4 being also the

307 north line of West Pratt Avenue; thence east along said north line of West Pratt Avenue to
308 the northerly extension of the west line of Lot 8 in Mann's Addition to Rogers Park, a
309 subdivision in the east half of the southeast quarter of Section 31, Township 41 North,
310 Range 14 East of the Third Principal Meridian, said west line of Lot 8 being also the east
311 line of the alley east of North Clark Street; thence south along said northerly extension and
312 the east line of the alley east of North Clark Street to the north line of West Albion Avenue;
313 thence west along said north line of West Albion Avenue to the point of beginning at the
314 west line of North Clark Street, all in the City of Chicago, Cook County, Illinois.

SSA #67 PIN
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City of Chicago



O2013-6476

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 32
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, on December 7, 2005, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 32 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2005 through and including tax year 2014 (the "Original Period"), not to exceed an annual rate of two percent (2.0 %) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Original Special Services"); and

WHEREAS, the Original Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention/recruitment initiatives, building façade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, the City desires to authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), and to authorize the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area; and

WHEREAS, the City Council finds that (a) it is in the public interest that consideration be given to (i) the authorization of the Special Services as distinct from the Original Special Services, and (ii) the authorization of the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2022; (b) the Area is contiguous; and (c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider (i) the authorization of the Special Services as distinct from the Original Special Services, and (ii) the authorization of the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2022. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate

of two percent (2.00%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for the Special Services in tax year 2013 is \$400,100. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but shall not be limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives). The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of 79th Street from the Dan Ryan Expressway to Marshfield Avenue; Perry Avenue from 79th Street to 77th Street; Wentworth Avenue from 77th Street to 76th Street; 76th Street from Wentworth Avenue to Vincennes Avenue; Vincennes Avenue from 76th Street to 79th Street; Emerald Avenue from 79th Street to 80th Street; Halsted Street from 78th Street to 80th Street; Racine Avenue from 79th Street to 80th Street; and Ashland Avenue from 78th Street to 80th Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 32.

Notice is hereby given that at _____ o'clock _____.m., on the _____ day of _____, 2013 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 32 (the Area) and the authorization of the levy of a special annual services tax (the Services Tax) within the Area. The matters shall include (i) the authorization of certain special services (the "Special Services") which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of an extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022. The Services Tax under consideration shall be authorized to be levied annually in tax years 2013 through and including 2022 for the provision of the Special Services.

The purpose of the Services Tax shall be to provide the Special Services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives).

The Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services shall not exceed the annual rate of two percent (2.00%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services in tax year 2013 is \$400,100. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area consists of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of 79th Street from the Dan Ryan Expressway to Marshfield Avenue; Perry Avenue from 79th Street to 77th Street; Wentworth Avenue from 77th Street to 76th Street; 76th Street from Wentworth Avenue to Vincennes Avenue; Vincennes Avenue from 76th Street to 79th Street; Emerald Avenue from 79th Street to 80th Street; Halsted Street from 78th Street to 80th Street; Racine Avenue from 79th Street to 80th Street; and Ashland Avenue from 78th Street to 80th Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022 may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to (i) the authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022 is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Special Services which are distinct from the original special services

currently authorized within Area shall not be authorized and the period of years in which the levy of the Services Tax shall not be extended through and including tax year 2022.

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

Dated this _____ day of _____, 20__.

City Clerk, City of
Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

LEGAL DESCRIPTION SSA#32

Those parts of Sections 28, 29, 30, 31, 32 and 33, all in Township 38 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, more particularly described as follows:

Beginning at the intersection of the centerline of 79th Street with the extension of the common line between lots 28 and 29 in Block 4 in Carelin's Subdivision; thence north along said line to the centerline of the alley between 79th Street and 78th Place; thence west along the center of the alley to the centerline of Perry Avenue; thence north along the center of Perry Avenue to the centerline of 77th Street; thence west along the center of 77th Street to the centerline of the north-south alley between Perry Avenue and Wentworth Avenue; thence north along said centerline to an angle point; thence westerly along said centerline to an angle point; thence northerly along said centerline to an angle point; thence westerly along said centerline to an angle point; thence northerly along said centerline (Wentworth Avenue; thence north along the center of Wentworth Avenue) to the centerline of 76th Street; thence west along the center of 76th Street to the centerline of Vincennes Avenue; thence southwesterly along the center of Vincennes Avenue to a point of intersection with the easterly extension of the north line of lot 14 in Block 13 in Auburn Park Subdivision; thence west along the north line of lots 14 and 11 in Block 13 to a point in the west line of Eggleston Avenue and the centerline of the alley in Block 14 in Auburn Park Subdivision; thence west along the center of the alley to a point in the east line of Normal Avenue; thence west to a point in the west line of Normal Avenue and the centerline of the vacated alley in Block 15 in Auburn Park Subdivision; thence west along the center of the vacated alley to a point between Lots 29 and 30, thence north between Lots 29 and 30 to the centerline of Winneconna Parkway; thence west along the center of Winneconna Parkway to the west line of Fielding Avenue; thence north along the west line to the east line of the former Chicago, Rock Island and Pacific Railroad; thence southwesterly along the east line of the railroad to the north line of 79th Street; thence west along the north line to the west line of Wallace Street; thence north along the line to the north line of the first alley north of 79th Street; thence west along the north line of the alley to the centerline of the alley lying between Emerald Avenue and Halsted Street; thence north along the center of the alley to the centerline of 78th Street; thence west along the center of 78th Street to the centerline of the alley lying between Halsted Street and Green Street; thence south along the center of the alley to the line between Lots 31 and 32 in Block 32 in West Auburn Subdivision; thence west on the line between Lots 31 and 32 to the Centerline of Green Street; thence south along the centerline of Green Street to the centerline of the first alley north of 79th Street; thence west along the center of the alley crossing through Peoria Street, Sangamon Street, Morgan Street, Carpenter Street, Aberdeen Street, May Street to the centerline of the alley running north between May Street and Racine Avenue; thence north along the alley between May Street and Racine Avenue to a line between Lots 28 and 29 in the Block lying between Racine Avenue, May Street, 79th Street and 78th Street and extending to the west line of Racine Avenue between Lots 15 and 16 in O'neil and Tibbles' Subdivision; thence west along the line between Lots 15 and 16 in O'Neil and Tibbles Subdivision to the centerline of the first alley west of Racine Street; thence south along

47 the center of the alley to the centerline of the first alley north of 79th Street; thence west
48 along the center of the alley and crossing Throop Street and continuing to the centerline
49 of Ada Street; thence north along Ada Street to the centerline of the first alley north of
50 79th Street lying between Ada Street and Loomis Street ; thence west along the alley to
51 the center line of Bishop Street; thence south along the center of Bishop Street to a point
52 on the centerline of the first alley north of 79th Street between Laflin Street and Bishop
53 Street; thence west along this alley to a point in the centerline of the alley between Laflin
54 Street and Ashland Avenue; thence north along this alley to the centerline of 78th Street;
55 thence west along 78th Street to the centerline of the alley lying between Ashland Avenue
56 and Marshfield Street; thence south along this alley to the centerline of the first alley
57 north of 79th Street; thence west along this alley to the centerline of Marshfield Avenue;
58 thence south along Marshfield Avenue to the centerline of the first alley lying south of
59 79th Street; thence east along this alley to the centerline of the first alley lying west of
60 Ashland Avenue: thence south along this alley to the centerline of 80th Street; thence east
61 along 80th Street to the centerline of the first alley lying east of Ashland Street; thence
62 north along this alley to the centerline of the first alley lying south of 79th Street; thence
63 east long this alley and crossing Justine Street, Laflin Street, Bishop Street, Loomis
64 Street, Ada Street, Throop Street and Elizabeth Street to the centerline of the first alley
65 lying west of Racine Avenue; thence south along this alley to the centerline of 80th Street
66 thence east along 80th Street, crossing Racine to the first alley lying east of Racine
67 Avenue; thence north along this alley to the centerline of the first alley south of 79th
68 Street; thence east along this alley and crossing May Street, Aberdeen Street, Carpenter
69 Street, Morgan Street, Sangamon Street, Peoria Street, Green Street to an angle point in
70 the alley; thence southeast along the diagonal portion of the alley lying to the northeast of
71 Lot 37 in Block 1 in Chester Highlands Addition to Auburn Park Subdivision to the
72 centerline of the first alley lying west of Halsted Street; thence south along this alley to
73 the centerline of 80th Street; thence east along 80th Street, crossing Halsted Street to the
74 centerline of Emerald Avenue; thence north along Emerald Avenue to the centerline of
75 the first alley lying south of 79th Street; thence east along the alley to the east line of
76 Lowe Avenue; thence south to the north line of the south half of Lot 8 in the Block lying
77 east of Lowe Avenue, south of 79th Street and west of the former Chicago, Rock Island
78 and Pacific Railroad; thence east along said line to the west Right of Way line of the
79 former Chicago, Rock Island and Pacific Railroad; thence northeasterly along the west
80 line of the railroad to the south line of 79th Street; thence east along the line to the west
81 line of the alley lying west of Parnell Avenue; thence south along the alley line to the
82 north line of Lot 3 in Block 7 in Shorling's Subdivision; thence east to the centerline of
83 Parnell Avenue; thence south along Parnell Avenue to the centerline of the first alley
84 lying south of 79th Street and lying between Parnell Avenue and Normal Avenue; thence
85 east along the alley to the centerline of Normal Avenue; thence south along Normal
86 Avenue to the centerline of the first alley lying south of 79th Street and east of Normal
87 Avenue; thence east along the alley to the centerline of the first alley lying west of
88 Vincennes Avenue; thence south along the alley to the centerline of 79th Place; thence
89 east along 79th Place to the centerline of Vincennes Avenue; thence northeast along
90 Vincennes Avenue to the intersection of the centerline of the first alley south of 79th
91 Street and; thence east along the alley and crossing Harvard Avenue, Princeton Avenue,
92 Yale Avenue, Wentworth Avenue, LaSalle Avenue, Perry Avenue and LaFayette Avenue

93 to the east line of LaFayette Avenue; thence north along the east line of LaFayette
94 Avenue to the centerline of 79th Street; thence west along 79th Street to the Point of
95 Beginning, and containing 159.42 acres, more or less.
96 Approved by Tanya at county on 4/19/13

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City of Chicago



O2013-6484

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 60
Committee(s) Assignment:	Committee on Finance



FIN.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 61 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.95 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$264,508. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services." The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby

incorporated herein. The approximate street location of said territory consists of 53rd Street: Both sides between Woodlawn Avenue and the alley east of Lake Park Avenue; the north side of 53rd street from 1612 East 53rd Street to Hyde Park Boulevard; Lake Park Avenue between 5130 South Lake Park Avenue and 5500 South Lake Park Avenue; and Harper Avenue between 53rd & 52nd Streets.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 61.

Notice is hereby given that at _____ o'clock ____m., on the _____ day of _____, 20__ at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 61 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical

assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.95 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$264,508. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of 53rd Street: Both sides between Woodlawn Avenue and the alley east of Lake Park Avenue; the north side of 53rd street from 1612 East 53rd Street to Hyde Park Boulevard; Lake Park Avenue between 5130 South Lake Park Avenue and 5500 South Lake Park Avenue; and Harper Avenue between 53rd & 52nd Streets.

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

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one

percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

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

Dated this _____ day of _____, 20__.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

HYDE PARK, S. S. A. 61

ALL THOSE PARTS OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, THE SOUTHEAST QUARTER OF SECTION 11, THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, ALL IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11 OF BLOCK 25 IN KIMBARK'S ADDITION TO HYDE PARK, A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SAID SOUTHWEST CORNER BEING ALSO THE POINT OF INTERSECTION OF THE NORTH LINE OF EAST 53RD STREET WITH THE EAST LINE OF SOUTH WOODLAWN AVENUE;

THENCE NORTH ALONG SAID EAST LINE OF SOUTH WOODLAWN AVENUE TO THE SOUTH LINE OF THE ALLEY FIRST NORTH OF EAST 53RD STREET LYING BETWEEN SOUTH KIMBARK AVENUE AND SOUTH WOODLAWN AVENUE;

THENCE EAST ALONG SAID SOUTH LINE OF SAID ALLEY FIRST NORTH OF EAST 53RD STREET LYING BETWEEN SOUTH KIMBARK AVENUE AND SOUTH WOODLAWN AVENUE TO THE WEST LINE OF SOUTH KIMBARK AVENUE;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KIMBARK AVENUE TO A LINE 140 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE NORTH LINE OF EAST 53RD STREET;

THENCE EAST ALONG SAID LINE 140 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE NORTH LINE OF EAST 53RD STREET TO THE EAST LINE OF SOUTH KIMBARK AVENUE;

THENCE NORTH ALONG SAID EAST LINE OF SOUTH KIMBARK AVENUE TO THE SOUTH LINE OF THE ALLEY FIRST NORTH OF EAST 53RD STREET LYING BETWEEN SOUTH KIMBARK AVENUE AND SOUTH KENWOOD AVENUE;

THENCE EAST ALONG SAID SOUTH LINE OF THE ALLEY FIRST NORTH OF EAST 53RD STREET LYING BETWEEN SOUTH KIMBARK AVENUE AND SOUTH KENWOOD AVENUE AND ITS EAST EXTENSION TO THE EAST LINE OF SOUTH KENWOOD AVENUE;

THENCE NORTH ALONG SAID EAST LINE OF SOUTH KENWOOD AVENUE TO THE NORTH LINE OF LOT 12 OF BLOCK 23 IN SAID KIMBARK'S ADDITION TO HYDE PARK;

44 THENCE EAST ALONG THE NORTH LINE OF LOTS 12 THROUGH 14 IN SAID
45 BLOCK 23 AND ITS EAST EXTENSION TO THE WEST LINE OF LOT 6 OF BLOCK 22 IN
46 HYDE PARK SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER AND
47 THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTH
48 PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 12 AND THE
49 NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP
50 38, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

51
52 THENCE NORTH ALONG SAID WEST LINE OF LOT 6 OF BLOCK 22 IN SAID
53 HYDE PARK SUBDIVISION TO THE NORTH LINE OF SAID LOT 6 OF BLOCK 22 IN
54 SAID HYDE PARK SUBDIVISION;

55
56 THENCE EAST ALONG SAID NORTH LINE OF LOT 6 OF BLOCK 22 IN SAID
57 HYDE PARK SUBDIVISION AND ITS EAST EXTENSION TO THE WEST LINE OF LOT 5
58 OF BLOCK 21 IN SAID HYDE PARK SUBDIVISION;

59
60 THENCE NORTH ALONG THE WEST LINE OF LOTS 5 THROUGH 1 IN SAID
61 BLOCK 21 TO THE SOUTH LINE OF EAST 52ND STREET;

62
63 THENCE EAST ALONG SAID SOUTH LINE OF EAST 52ND STREET TO THE
64 WEST LINE OF SOUTH HARPER AVENUE;

65
66 THENCE SOUTH ALONG SAID WEST LINE OF SOUTH HARPER AVENUE TO A
67 LINE 90 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF
68 EAST 52ND STREET;

69
70 THENCE EAST ALONG SAID LINE 90 FEET SOUTH OF, AS MEASURED
71 PERPENDICULAR TO, THE SOUTH LINE OF EAST 52ND STREET TO THE EAST LINE
72 OF HARPER AVENUE;

73
74 THENCE NORTH ALONG SAID EAST LINE OF HARPER AVENUE TO THE
75 NORTH LINE OF EAST 52ND STREET;

76
77 THENCE EAST ALONG SAID NORTH LINE OF EAST 52ND STREET TO THE
78 WEST LINE OF LOT 7 IN CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN
79 SAID HYDE PARK SUBDIVISION;

80
81 THENCE NORTH ALONG THE WEST LINE OF LOTS 7 THROUGH 5 IN SAID
82 CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN SAID HYDE PARK
83 SUBDIVISION TO THE NORTH LINE OF LOT 5 IN SAID CORNELL'S RESUBDIVISION
84 OF BLOCKS 15 AND 16 IN SAID HYDE PARK SUBDIVISION;

85
86 THENCE EAST ALONG SAID NORTH LINE OF LOT 5 IN SAID CORNELL'S
87 RESUBDIVISION OF BLOCKS 15 AND 16 IN SAID HYDE PARK SUBDIVISION AND ITS

88 EAST EXTENSION TO THE EAST LINE OF SOUTH LAKE PARK AVENUE VACATED
89 BY ORDINANCE, RECORDED NOVEMBER 21, 1966 AS DOCUMENT NUMBER
90 19999493;

91
92 THENCE NORTH ALONG SAID EAST LINE OF SOUTH LAKE PARK AVENUE
93 VACATED BY ORDINANCE, RECORDED NOVEMBER 21, 1966 AS DOCUMENT
94 NUMBER 19999493 TO THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING
95 THE PIN 20-11-406-026;

96
97 THENCE EAST ALONG SAID NORTH LINE OF THE PARCEL OF PROPERTY
98 BEARING THE PIN 20-11-406-026 TO THE WEST LINE OF SOUTH LAKE PARK
99 AVENUE;

100
101 THENCE SOUTH ALONG SAID WEST LINE OF SOUTH LAKE PARK AVENUE
102 TO THE CENTERLINE OF EAST 52ND STREET;

103
104 THENCE EAST ALONG THE EAST EXTENSION OF SAID CENTERLINE OF
105 EAST 52ND STREET TO THE EAST LINE OF SOUTH LAKE PARK AVENUE;

106
107 THENCE NORTH ALONG SAID EAST LINE OF SOUTH LAKE PARK AVENUE
108 TO THE CENTERLINE OF EAST HYDE PARK BOULEVARD;

109
110 THENCE EAST ALONG SAID CENTERLINE OF EAST HYDE PARK
111 BOULEVARD TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 1 IN
112 RICHARD J. MULVEY'S SUBDIVISION OF LOTS 1 TO 4 AND THE NORTH HALF OF
113 LOT 5 IN BLOCK 17 OF HYDE PARK, EXCEPT THE NORTH 17 FEET OF LOT 17 FEET
114 TAKEN FOR THE STREET;

115
116 THENCE SOUTH ALONG SAID NORTH EXTENSION OF THE WEST LINE OF
117 LOT 1 IN SAID RICHARD J. MULVEY'S SUBDIVISION AND THE WEST LINE OF LOTS
118 1 THROUGH 8 IN SAID RICHARD J. MULVEY'S SUBDIVISION TO THE SOUTHWEST
119 CORNER OF LOT 8 IN SAID RICHARD J. MULVEY'S SUBDIVISION, SAID CORNER
120 ALSO BEING THE NORTHWEST CORNER OF LOT 5 OF BLOCK 17 IN SAID HYDE
121 PARK SUBDIVISION;

122
123 THENCE SOUTH ALONG THE WEST LINE OF LOTS 5 THROUGH 10 IN SAID
124 BLOCK 17 TO THE NORTH LINE OF LOT 13 IN SAID BLOCK 17;

125
126 THENCE EAST ALONG THE NORTH LINE OF LOTS 12 AND 13 IN SAID BLOCK
127 17 TO THE EAST LINE OF LOT 12 IN SAID BLOCK 17;

128
129 THENCE SOUTH ALONG SAID EAST LINE OF LOT 12 IN SAID BLOCK 17 TO
130 THE SOUTH LINE OF CHARLES G. ROSE'S LOT 1, A SUBDIVISION OF PARTS OF
131 LOTS 10 AND 11 IN SAID BLOCK 17;

132
133 THENCE EAST ALONG SAID SOUTH LINE OF SAID CHARLES G. ROSE'S LOT 1
134 SUBDIVISION AND ITS EAST EXTENSION TO THE EAST LINE OF SOUTH CORNELL
135 AVENUE;

136
137 THENCE SOUTH ALONG SAID EAST LINE OF SOUTH CORNELL AVENUE TO
138 THE SOUTH LINE OF WARDWELL SUBDIVISION OF LOTS 15, 16, 17, 23, 24 AND 25
139 OF BLOCK 18 IN SAID HYDE PARK SUBDIVISION;

140
141 THENCE EAST ALONG SAID SOUTH LINE OF WARDWELL SUBDIVISION TO
142 THE WEST LINE OF SOUTH EAST END AVENUE;

143
144 THENCE SOUTH ALONG SAID WEST LINE OF SOUTH EAST END AVENUE TO
145 THE SOUTH LINE OF EAST 53RD STREET;

146
147 THENCE WEST ALONG SAID SOUTH LINE OF EAST 53RD STREET TO THE
148 WEST LINE OF THE EAST 94.57 FEET OF LOT 1 IN BLOCK 33 OF SAID HYDE PARK
149 SUBDIVISION;

150
151 THENCE SOUTH ALONG SAID WEST LINE OF THE TO THE EAST 94.57 FEET
152 OF LOT 1 IN BLOCK 33 AND ITS SOUTH EXTENSION TO THE SOUTH LINE OF THE
153 NORTH 42.70 FEET OF LOT 2 IN SAID BLOCK 33;

154
155 THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 42.70 FEET OF LOT
156 2 IN SAID BLOCK 33 TO THE WEST LINE OF THE EAST 104.17 FEET OF SAID LOT 2
157 IN BLOCK 33;

158
159 THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 104.17 FEET OF LOT 2
160 IN BLOCK 33 AND ITS SOUTH EXTENSION TO THE SOUTH LINE OF LOT 3 IN SAID
161 BLOCK 33;

162
163 THENCE WEST ALONG SAID SOUTH LINE OF LOT 3 IN BLOCK 33 TO THE
164 WEST LINE OF THE EAST 150 FEET OF LOT 5 IN SAID BLOCK 33;

165
166 THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 150 FEET OF LOT 5 IN
167 BLOCK 33 TO THE SOUTH LINE OF SAID LOT 5 IN BLOCK 33;

168
169 THENCE WEST ALONG SAID SOUTH LINE OF LOT 5 IN BLOCK 33 TO THE
170 EAST LINE OF THE ILLINOIS CENTRAL RAILROAD;

171
172 THENCE SOUTH ALONG SAID EAST LINE OF THE ILLINOIS CENTRAL
173 RAILROAD TO THE SOUTH LINE OF HITCHCOCK'S SUBDIVISION OF THAT PART OF
174 CHESTNUT STREET VACATED LYING BETWEEN BLOCK 33 AND 38 IN SAID HYDE

175 PARK SUBDIVISION AND EAST OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF
176 WAY LIMITS;

177
178 THENCE WEST ALONG THE WEST EXTENSION OF SAID SOUTH LINE OF
179 HITCHCOCK'S SUBDIVISION TO THE EAST LINE OF SOUTH LAKE PARK AVENUE;

180
181 THENCE SOUTH ALONG SAID EAST LINE OF SOUTH LAKE PARK AVENUE
182 TO A LINE 83 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH
183 LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11,
184 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

185
186 THENCE EAST ALONG SAID LINE 83 FEET NORTH OF, AS MEASURED
187 PERPENDICULAR TO, THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST
188 QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD
189 PRINCIPAL MERIDIAN TO THE EAST LINE OF THE WESTERLY 110 FEET OF THE
190 ILLINOIS CENTRAL RAILROAD RIGHT OF WAY THROUGH THE EAST 1/2 OF THE
191 SOUTHEAST 1/4 OF SECTION 11;

192
193 THENCE NORTH ALONG SAID EAST LINE OF THE WESTERLY 110 FEET OF
194 THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY THROUGH THE EAST 1/2 OF
195 THE SOUTHEAST 1/4 OF SECTION 11 TO THE EAST LINE OF SAID SECTION 11;

196
197 THENCE SOUTH ALONG SAID EAST LINE OF SECTION 11 TO A LINE 83 FEET
198 NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE WEST
199 HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH,
200 RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

201
202 THENCE EAST ALONG SAID LINE 83 FEET NORTH OF, AS MEASURED
203 PERPENDICULAR TO, THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST
204 QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD
205 PRINCIPAL MERIDIAN TO THE EAST LINE OF SOUTH CORNELL AVENUE;

206
207 THENCE NORTH ALONG SAID EAST LINE OF SOUTH CORNELL AVENUE TO
208 THE NORTH LINE OF THE SOUTH 25 FEET OF LOT 8 IN BLOCK 2 OF ILLINOIS
209 CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 14.09 ACRES IN
210 THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 12 AND THE WEST PART OF
211 THE NORTHWEST 17.93 ACRES IN THE NORTHWEST FRACTIONAL QUARTER OF
212 SECTION 13, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
213 MERIDIAN;

214
215 THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 25 FEET OF LOT 8
216 IN BLOCK 2 OF ILLINOIS CENTRAL SUBDIVISION TO THE EAST LINE OF SAID LOT
217 8 IN BLOCK 2 OF ILLINOIS CENTRAL SUBDIVISION;

219 THENCE SOUTH ALONG SAID EAST LINE OF LOT 8 IN BLOCK 2 OF ILLINOIS
220 CENTRAL SUBDIVISION TO THE WEST EXTENSION OF THE NORTH LINE OF LOT 18
221 IN SAID BLOCK 2;
222

223 THENCE EAST ALONG SAID NORTH LINE OF LOT 18 IN BLOCK 2 TO THE
224 WEST LINE OF SOUTH EAST END AVENUE;
225

226 THENCE SOUTH ALONG SAID WEST LINE OF SOUTH EAST END AVENUE TO
227 THE SOUTH LINE OF EAST 55TH STREET;
228

229 THENCE WEST ALONG SAID SOUTH LINE OF EAST 55TH STREET TO THE
230 WEST LINE OF THE ALLEY FIRST EAST OF SOUTH CORNELL AVENUE LYING
231 BETWEEN EAST 55TH STREET AND EAST 56TH STREET;
232

233 THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY FIRST EAST OF
234 SOUTH CORNELL AVENUE LYING BETWEEN EAST 55TH STREET AND EAST 56TH
235 STREET TO THE SOUTH LINE OF LOT 2 IN A.F. SCHUMAN'S SUBDIVISION OF LOT 1
236 AND THE NORTH 25 FEET OF LOT 2 IN BLOCK 3 IN SAID ILLINOIS CENTRAL
237 SUBDIVISION;
238

239 THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 IN A.F. SCHUMAN'S
240 SUBDIVISION OF LOT 1 AND THE NORTH 25 FEET OF LOT 2 IN BLOCK 3 IN ILLINOIS
241 CENTRAL SUBDIVISION AND ITS WEST EXTENSION TO THE WEST LINE OF SOUTH
242 CORNELL AVENUE;
243

244 THENCE SOUTH ALONG SAID WEST LINE OF SOUTH CORNELL AVENUE TO
245 THE SOUTH LINE OF LOT 12 IN BLOCK 1 IN SAID ILLINOIS CENTRAL SUBDIVISION;
246

247 THENCE WEST ALONG SAID SOUTH LINE OF LOT 12 IN BLOCK 12 TO THE
248 EAST LINE OF THE ALLEY FIRST WEST OF SOUTH CORNELL AVENUE LYING
249 BETWEEN EAST 55TH STREET AND EAST 56TH STREET;
250

251 THENCE NORTH ALONG SAID EAST LINE OF THE ALLEY FIRST WEST OF
252 SOUTH CORNELL AVENUE LYING BETWEEN EAST 55TH STREET AND EAST 56TH
253 STREET TO THE NORTH LINE OF THE SOUTH 14 FEET OF LOT 11 IN SAID BLOCK 1;
254

255 THENCE WEST ALONG THE WEST EXTENSION OF SAID NORTH LINE OF THE
256 SOUTH 14 FEET OF LOT 11 IN SAID BLOCK 1 TO THE WEST LINE OF SAID ALLEY
257 FIRST WEST OF SOUTH CORNELL AVENUE LYING BETWEEN EAST 55TH STREET
258 AND EAST 56TH STREET;
259

260 THENCE NORTH ALONG THE NORTH EXTENSION OF SAID WEST LINE OF
261 THE ALLEY FIRST WEST OF SOUTH CORNELL AVENUE LYING BETWEEN EAST

262 55TH STREET AND EAST 56TH STREET TO THE CENTERLINE OF EAST 55TH
263 STREET;

264
265 THENCE WEST ALONG SAID CENTERLINE OF EAST 55TH STREET TO THE
266 NORTH EXTENSION OF THE WEST LINE OF SOUTH LAKE PARK AVENUE;

267
268 THENCE SOUTH ALONG SAID NORTH EXTENSION OF THE WEST LINE OF
269 SOUTH LAKE PARK AVENUE AND THE WEST LINE OF SOUTH LAKE PARK AVENUE
270 TO THE SOUTH LINE OF LOT 23 IN BLOCK 56 IN SAID HYDE PARK SUBDIVISION;

271
272 THENCE WEST ALONG SAID SOUTH LINE OF LOT 23 IN BLOCK 56 IN HYDE
273 PARK SUBDIVISION TO THE EAST LINE OF SOUTH HARPER AVENUE;

274
275 THENCE NORTH ALONG SAID EAST LINE OF SOUTH HARPER AVENUE AND
276 ITS NORTH EXTENSION TO THE NORTH LINE OF EAST 55TH STREET;

277
278 THENCE WEST ALONG SAID NORTH LINE OF EAST 55TH STREET TO THE
279 WEST LINE OF LOT 15 IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 1, A
280 SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 11, AND PART
281 OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14,
282 EAST OF THE THIRD PRINCIPAL MERIDIAN;

283
284 THENCE NORTH ALONG SAID WEST LINE OF LOT 15 AND ITS NORTH
285 EXTENSION TO THE NORTH LINE OF EAST 54TH PLACE;

286
287 THENCE EAST ALONG SAID NORTH LINE OF EAST 54TH PLACE TO THE
288 EAST LINE OF GEORGE WILLIAMS' SUBDIVISION OF LOTS 10 AND 11 IN BLOCK 40
289 IN SAID HYDE PARK SUBDIVISION;

290
291 THENCE NORTH ALONG SAID EAST LINE OF GEORGE WILLIAMS'
292 SUBDIVISION AND ITS NORTH EXTENSION TO THE SOUTH LINE OF N.B. DODSON'S
293 SUBDIVISION OF LOTS 1, 2, 17, 18, AND THE NORTH HALF OF LOTS 3 AND 16 OF
294 BLOCK 40 IN SAID HYDE PARK SUBDIVISION;

295
296 THENCE EAST ALONG SAID SOUTH LINE OF N.B. DODSON'S SUBDIVISION
297 TO THE EAST LINE OF SAID DODSON'S SUBDIVISION;

298
299 THENCE NORTH ALONG SAID EAST LINE OF N.B. DODSON'S SUBDIVISION
300 AND ITS NORTH EXTENSION TO THE NORTH LINE OF EAST 54TH STREET;

301
302 THENCE WEST ALONG SAID NORTH LINE OF EAST 54TH STREET TO THE
303 WEST LINE OF THE EAST 120 FEET OF LOTS 8 AND 9 IN BLOCK 31 IN SAID HYDE
304 PARK SUBDIVISION;

306 THENCE NORTH ALONG SAID WEST LINE OF THE EAST 120 FEET OF LOTS 8
307 AND 9 IN BLOCK 31 IN HYDE PARK SUBDIVISION TO THE NORTH LINE OF SAID
308 LOT 8 IN BLOCK 31;

309
310 THENCE WEST ALONG SAID NORTH LINE OF LOT 8 IN BLOCK 31 TO THE
311 WEST LINE OF THE EAST 128 FEET OF LOTS 7 THROUGH 2 IN SAID BLOCK 31;

312
313 THENCE NORTH ALONG SAID WEST LINE OF THE EAST 128 FEET OF LOTS 7
314 THROUGH 2 IN BLOCK 31 TO THE NORTH LINE OF THE SOUTH 15 FEET OF LOT 2 IN
315 SAID BLOCK 31;

316
317 THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 15 FEET OF LOT 2
318 IN BLOCK 31 AND ITS WEST EXTENSION TO THE WEST LINE OF SOUTH HARPER
319 AVENUE;

320
321 THENCE SOUTH ALONG SAID WEST LINE OF SOUTH HARPER AVENUE TO
322 THE SOUTH LINE OF THE ALLEY FIRST SOUTH OF EAST 53RD STREET LYING
323 BETWEEN SOUTH HARPER AVENUE AND SOUTH BLACKSTONE AVENUE;

324
325 THENCE WEST ALONG SAID SOUTH LINE OF THE ALLEY FIRST SOUTH OF
326 EAST 53RD STREET LYING BETWEEN SOUTH HARPER AVENUE AND SOUTH
327 BLACKSTONE AVENUE AND ITS WEST EXTENSION TO THE WEST LINE OF THE
328 EAST 50 FEET OF LOT 16 IN BLOCK 30 IN SAID HYDE PARK SUBDIVISION;

329
330 THENCE NORTH ALONG SAID WEST LINE OF THE EAST 50 FEET OF LOT 16
331 IN BLOCK 30 TO THE NORTH LINE OF THE SOUTH 14 FEET OF SAID LOT 16 IN
332 BLOCK 30;

333
334 THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 14 FEET OF SAID
335 LOT 16 IN BLOCK 30 AND ITS WEST EXTENSION TO THE WEST LINE OF SOUTH
336 BLACKSTONE AVENUE;

337
338 THENCE SOUTH ALONG SAID WEST LINE OF SOUTH BLACKSTONE AVENUE
339 TO THE SOUTH LINE OF LOT 1 IN COLLINS AND MORRIS SUBDIVISION OF LOTS 1,
340 2, 3, AND THE EAST 10 FEET OF LOTS 16, 17, AND 18 OF BLOCK 29 IN SAID HYDE
341 PARK SUBDIVISION;

342
343 THENCE WEST ALONG SAID SOUTH LINE OF LOT 1 IN COLLINS AND
344 MORRIS SUBDIVISION OF LOTS 1, 2, 3, AND THE EAST 10 FEET OF LOTS 16, 17, AND
345 18 OF BLOCK 29 IN SAID HYDE PARK SUBDIVISION AND ITS WEST EXTENSION TO
346 THE WEST LINE OF SOUTH DORCHESTER AVENUE;

348 THENCE NORTH ALONG SAID WEST LINE OF SOUTH DORCHESTER AVENUE
349 TO THE NORTH LINE OF THE SOUTH 50 FEET OF LOT 1 IN BLOCK 28 IN KIMBARK'S
350 ADDITION TO SAID HYDE PARK SUBDIVISION;
351

352 THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 50 FEET OF LOT 1
353 IN BLOCK 28 IN KIMBARK'S ADDITION TO SAID HYDE PARK SUBDIVISION TO THE
354 WEST LINE OF THE EAST 4 FEET OF LOT 3 IN SAID BLOCK 28;
355

356 THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 4 FEET OF LOT 3 IN
357 SAID BLOCK 28 TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 28;
358

359 THENCE WEST ALONG SAID SOUTH LINE OF LOT 3 IN BLOCK 28 AND ITS
360 WEST EXTENSION TO THE EAST LINE OF LOT 9 IN BLOCK 27 IN KIMBARK'S
361 ADDITION TO SAID HYDE PARK SUBDIVISION;
362

363 THENCE SOUTH ALONG SAID EAST LINE OF LOT 9 IN BLOCK 27 AND ITS
364 SOUTH EXTENSION TO THE SOUTH LINE OF LOT 10 IN SAID BLOCK 27;
365

366 THENCE WEST ALONG SAID SOUTH LINE OF LOT 10 IN BLOCK 27 TO THE
367 EAST LINE OF SOUTH KIMBARK AVENUE;
368

369 THENCE NORTH ALONG SAID EAST LINE OF SOUTH KIMBARK AVENUE
370 AND ITS NORTH EXTENSION TO THE NORTH LINE OF EAST 53RD STREET;
371

372 THENCE WEST ALONG SAID NORTH LINE OF EAST 53RD STREET TO THE
373 POINT OF BEGINNING;
374

375 ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.
376
377

378
379 Legal Description completed August 27, 2013 by:

380
381 Alfred Benesch & Company
382
383

384
385

Illinois Professional Land Surveyor No. 3685

386 License expires November 30, 2014

PIN
20-11-405-010-0000
20-11-406-018-0000
20-11-406-022-0000
20-11-406-026-0000
20-11-406-027-0000
20-11-406-028-0000
20-11-406-029-0000
20-11-406-031-0000
20-11-406-033-0000
20-11-406-034-0000
20-11-406-035-0000
20-11-407-028-0000
20-11-407-029-0000
20-11-407-030-0000
20-11-407-031-0000
20-11-408-024-0000
20-11-408-032-0000
20-11-408-033-0000
20-11-408-034-0000
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20-11-408-058-0000
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20-11-409-019-0000
20-11-410-020-0000
20-11-410-023-0000
20-11-410-024-0000
20-11-411-012-0000
20-11-411-013-0000
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20-11-500-005-6002
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20-12-110-043-0000
20-12-113-017-0000
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SSA 61

20-12-500-004-0000
20-13-100-001-0000
20-13-100-014-0000
20-13-101-001-0000
20-14-205-012-0000



City of Chicago



O2013-6489

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 61
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 60 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.425 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$423,368. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services." The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby

incorporated herein. The approximate street location of said territory consists of Lawrence Avenue from the North Channel to Kimball, Montrose Avenue from the North Channel to Central Park, Kedzie Avenue from Ainslie to Irving Park Road, and Irving Park Road from Spaulding to Sacramento.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 60.

Notice is hereby given that at _____ o'clock ____m., on the _____ day of _____, 20__ at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 60 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.425 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$423,368. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Lawrence Avenue from the North Channel to Kimball, Montrose Avenue from the North Channel to Central Park, Kedzie Avenue from Ainslie to Irving Park Road, and Irving Park Road from Spaulding to Sacramento.

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

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

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

Dated this _____ day of _____, 20__.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

ALBANY PARK, S. S. A. #60

ALL THOSE PARTS OF THE EAST HALF OF SECTION 14, THE SOUTHEAST QUARTER OF SECTION 11, THE SOUTHWEST QUARTER OF SECTION 12, THE WEST HALF OF SECTION 13, THE WEST HALF OF THE EAST HALF OF SECTION 13, THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF BLOCK 1 IN A.M. BARNE'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SAID SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTHWEST CORNER BEING ALSO THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST MONTROSE AVENUE WITH THE EAST LINE OF NORTH CENTRAL PARK AVENUE;

THENCE NORTH ALONG SAID EAST LINE OF NORTH CENTRAL PARK AVENUE TO THE SOUTH LINE OF THE ALLEY FIRST NORTH OF WEST MONTROSE AVENUE LYING BETWEEN NORTH CENTRAL PARK AVENUE AND NORTH DRAKE AVENUE;

THENCE EAST ALONG SAID SOUTH LINE OF SAID ALLEY FIRST NORTH OF WEST MONTROSE AVENUE LYING BETWEEN NORTH CENTRAL PARK AVENUE AND NORTH DRAKE AVENUE AND ITS EAST EXTENSION TO THE EAST LINE OF NORTH ST. LOUIS AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF NORTH ST. LOUIS AVENUE TO THE SOUTH LINE OF THE ALLEY FIRST NORTH OF WEST MONTROSE AVENUE LYING BETWEEN NORTH ST. LOUIS AVENUE AND NORTH BERNARD STREET;

THENCE EAST ALONG SAID SOUTH LINE OF THE ALLEY FIRST NORTH OF WEST MONTROSE AVENUE LYING BETWEEN NORTH ST. LOUIS AVENUE AND NORTH BERNARD STREET AND ITS EAST EXTENSION TO THE WEST LINE OF THE ALLEY FIRST WEST OF NORTH KEDZIE AVENUE LYING BETWEEN WEST MONTROSE AVENUE AND WEST SUNNYSIDE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY FIRST WEST OF NORTH KEDZIE AVENUE LYING BETWEEN WEST MONTROSE AVENUE AND WEST SUNNYSIDE AVENUE AND ITS NORTH EXTENSION TO THE SOUTH LINE OF THE NORTHWESTERN ELEVATED RAILROAD;

43 THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWESTERN
44 ELEVATED RAILROAD AND ITS WEST EXTENSION TO THE WEST LINE OF NORTH
45 KIMBALL AVENUE;

46
47 THENCE NORTH ALONG SAID WEST LINE OF NORTH KIMBALL AVENUE TO
48 THE NORTH LINE OF WEST LELAND AVENUE;

49
50 THENCE WEST ALONG SAID NORTH LINE OF WEST LELAND AVENUE TO
51 THE EAST LINE OF THE ALLEY FIRST WEST OF NORTH KIMBALL AVENUE LYING
52 BETWEEN WEST LELAND AVENUE AND WEST LAWRENCE AVENUE;

53
54 THENCE NORTH ALONG SAID EAST LINE OF THE ALLEY FIRST WEST OF
55 NORTH KIMBALL AVENUE LYING BETWEEN WEST LELAND AVENUE AND WEST
56 LAWRENCE AVENUE AND ITS NORTH EXTENSION TO THE NORTH LINE OF THE
57 ALLEY FIRST SOUTH OF WEST LAWRENCE AVENUE LYING BETWEEN NORTH
58 KIMBALL AVENUE AND NORTH BERNARD STREET;

59
60 THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF
61 WEST LAWRENCE AVENUE LYING BETWEEN NORTH KIMBALL AVENUE AND
62 NORTH BERNARD STREET TO THE WEST LINE OF LOT 4 IN BLOCK 66 IN NORTH
63 WEST LAND ASSOCIATION SUBDIVISION OF BLOCKS 1, 8, AND 2 (EXCEPT THE
64 EAST 1 ACRE) IN CLARK'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE
65 NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
66 THE THIRD PRINCIPAL MERIDIAN;

67
68 THENCE NORTH ALONG SAID WEST LINE OF LOT 4 IN BLOCK 66 AND ITS
69 NORTH EXTENSION TO THE CENTERLINE LINE OF WEST LAWRENCE AVENUE;

70
71 THENCE EAST ALONG SAID CENTERLINE OF WEST LAWRENCE AVENUE TO
72 THE CENTERLINE OF NORTH KIMBALL AVENUE;

73
74 THENCE NORTH ALONG SAID CENTERLINE OF NORTH KIMBALL AVENUE
75 TO THE WEST EXTENSION OF THE NORTH LINE OF THE ALLEY FIRST NORTH OF
76 WEST LAWRENCE AVENUE LYING BETWEEN NORTH KIMBALL AVENUE AND
77 NORTH CHRISTIANA AVENUE;

78
79 THENCE EAST ALONG SAID WEST EXTENSION OF THE NORTH LINE OF THE
80 ALLEY FIRST NORTH OF WEST LAWRENCE AVENUE LYING BETWEEN NORTH
81 KIMBALL AVENUE AND NORTH CHRISTIANA AVENUE AND SAID NORTH LINE OF
82 THE ALLEY FIRST NORTH OF WEST LAWRENCE AVENUE LYING BETWEEN NORTH
83 KIMBALL AVENUE AND NORTH CHRISTIANA AVENUE AND ITS EAST EXTENSION
84 TO THE EAST LINE OF THE ALLEY FIRST WEST OF NORTH KEDZIE AVENUE LYING
85 BETWEEN WEST LAWRENCE AVENUE AND WEST AINSLIE STREET;

87 THENCE NORTH ALONG SAID EAST LINE OF THE ALLEY FIRST WEST OF
88 NORTH KEDZIE AVENUE LYING BETWEEN WEST LAWRENCE AVENUE AND WEST
89 AINSLIE STREET TO THE SOUTH LINE OF WEST AINSLIE STREET;
90

91 THENCE EAST ALONG SAID SOUTH LINE OF WEST AINSLIE STREET TO THE
92 WEST LINE OF NORTH KEDZIE AVENUE;
93

94 THENCE SOUTH ALONG SAID WEST LINE OF NORTH KEDZIE AVENUE TO
95 THE NORTH LINE OF WEST LELAND AVENUE;
96

97 THENCE WEST ALONG SAID NORTH LINE OF WEST LELAND AVENUE TO
98 THE WEST LINE OF THE ALLEY FIRST WEST OF NORTH KEDZIE AVENUE LYING
99 BETWEEN WEST LELAND AVENUE AND WEST LAWRENCE AVENUE;
100

101 THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY FIRST WEST OF
102 NORTH KEDZIE AVENUE LYING BETWEEN WEST LELAND AVENUE AND WEST
103 LAWRENCE AVENUE TO THE NORTH LINE OF THE ALLEY FIRST SOUTH OF WEST
104 LAWRENCE AVENUE LYING BETWEEN NORTH KEDZIE AVENUE AND NORTH
105 SAWYER AVENUE;
106

107 THENCE WEST ALONG SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF
108 WEST LAWRENCE AVENUE LYING BETWEEN NORTH KEDZIE AVENUE AND
109 NORTH SAWYER AVENUE AND ITS WEST EXTENSION TO THE WEST LINE OF
110 NORTH SPAULDING AVENUE;
111

112 THENCE SOUTH ALONG SAID WEST LINE OF NORTH SPAULDING AVENUE
113 TO THE SOUTH LINE OF THE NORTH 14 FEET OF LOT 8 IN BLOCK 16 IN SAID
114 NORTH WEST LAND ASSOCIATION SUBDIVISION;
115

116 THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 14 FEET OF LOT 8
117 IN BLOCK 16 IN SAID NORTH WEST LAND ASSOCIATION SUBDIVISION TO THE
118 WEST LINE OF THE 16 FOOT PRIVATE ALLEY FIRST WEST OF NORTH SPAULDING
119 AVENUE LYING BETWEEN WEST LAWRENCE AVENUE AND WEST EASTWOOD
120 AVENUE;
121

122 THENCE SOUTH ALONG SAID WEST LINE OF THE 16 FOOT PRIVATE ALLEY
123 FIRST WEST OF NORTH SPAULDING AVENUE LYING BETWEEN WEST LAWRENCE
124 AVENUE AND WEST EASTWOOD AVENUE TO THE NORTH LINE OF THE
125 NORTHWESTERN ELEVATED RAILROAD;
126

127 THENCE EAST ALONG SAID NORTH LINE OF THE NORTHWESTERN
128 ELEVATED RAILROAD TO EAST LINE OF LOT 6 IN BLOCK 13 IN NORTH WEST
129 LAND ASSOCIATION SUBDIVISION OF THE EAST HALF OF THE NORTHEAST

130 QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
131 PRINCIPAL MERIDIAN;

132
133 THENCE NORTH ALONG SAID EAST LINE OF SAID LOT 6 IN BLOCK 13 TO
134 THE SOUTH LINE OF WEST LELAND AVENUE;

135
136 THENCE EAST ALONG SAID SOUTH LINE OF WEST LELAND AVENUE TO
137 THE CENTERLINE OF NORTH KEDZIE AVENUE;

138
139 THENCE NORTH ALONG SAID CENTERLINE OF NORTH KEDZIE AVENUE TO
140 THE WEST EXTENSION OF THE NORTH LINE OF LOT 20 IN THOMASSON'S THIRD
141 RAVENSWOOD ADDITION OF BLOCKS 28 AND 29 IN JACKSON'S SUBDIVISION OF
142 THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF
143 SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
144 MERIDIAN;

145
146 THENCE EAST ALONG SAID WEST EXTENSION OF THE NORTH LINE OF LOT
147 20 IN THOMASSON'S THIRD RAVENSWOOD ADDITION AND ALONG THE NORTH
148 LINE OF SAID LOT 20 TO THE WEST LINE OF THE ALLEY FIRST EAST OF NORTH
149 KEDZIE AVENUE LYING BETWEEN WEST AINSLIE STREET AND WEST ARGYLE
150 STREET;

151
152 THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY FIRST EAST OF
153 NORTH KEDZIE AVENUE LYING BETWEEN WEST AINSLIE STREET AND WEST
154 ARGYLE STREET TO THE SOUTH LINE OF WEST AINSLIE STREET;

155
156 THENCE EAST ALONG SAID SOUTH LINE OF WEST AINSLIE STREET TO THE
157 EAST LINE OF THE ALLEY FIRST EAST OF NORTH KEDZIE AVENUE LYING
158 BETWEEN WEST LAWRENCE AVENUE AND WEST AINSLIE STREET;

159
160 THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY FIRST EAST OF
161 NORTH KEDZIE AVENUE LYING BETWEEN WEST LAWRENCE AVENUE AND WEST
162 AINSLIE STREET TO THE NORTH LINE OF THE ALLEY FIRST NORTH OF WEST
163 LAWRENCE AVENUE LYING BETWEEN NORTH TROY STREET AND NORTH KEDZIE
164 AVENUE;

165
166 THENCE EAST ALONG SAID NORTH LINE AND ITS EAST EXTENSION TO THE
167 EAST LINE OF WEST ALBANY AVENUE;

168
169 THENCE SOUTH ALONG SAID EAST LINE OF WEST ALBANY AVENUE TO
170 THE NORTH LINE OF THE ALLEY FIRST NORTH OF WEST LAWRENCE AVENUE
171 LYING BETWEEN NORTH TROY STREET AND NORTH ALBANY AVENUE;

173 THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY FIRST NORTH OF
174 WEST LAWRENCE AVENUE LYING BETWEEN NORTH TROY STREET AND NORTH
175 ALBANY AVENUE AND ITS EAST EXTENSION TO THE WEST LINE OF THE EAST
176 HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH,
177 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

178
179 THENCE NORTH ALONG SAID WEST LINE OF THE EAST HALF OF THE
180 SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
181 THE THIRD PRINCIPAL MERIDIAN TO THE NORTH LINE THE SOUTH 251 FEET OF
182 THAT PART OF LOT 31 LYING NORTH OF THE NORTH LINE OF LAWRENCE
183 AVENUE IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11 AND
184 THE SOUTHWEST 1/4 OF SECTION 12;

185
186 THENCE EAST ALONG SAID NORTH LINE OF SAID SOUTH 251 FEET TO A
187 LINE 46 FEET EAST OF AND PARALLEL WITH THE WEST LINE LOT 31 AFORESAID;

188
189 THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 46 FEET OF LOT 31
190 AND ITS SOUTH EXTENSION 127.7 FEET;

191
192 THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE 4 FEET TO
193 THE EAST LINE OF THE WEST 50 FEET OF THE EAST HALF OF THE SOUTHWEST
194 QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
195 PRINCIPAL MERIDIAN;

196
197 THENCE NORTH ALONG SAID EAST LINE OF THE WEST 50 FEET OF THE
198 EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH,
199 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN 125.2 FEET TO THE NORTH
200 LINE OF OF THE SOUTH 248.5 FEET OF THAT PART OF LOT 31 LYING NORTH OF
201 THE NORTH LINE OF LAWRENCE AVENUE AFORESAID;

202
203 THENCE EAST ALONG SAID NORTH LINE OF SAID SOUTH 248.5 FEET TO THE
204 EAST LINE OF THE WEST 100 FEET OF THE EAST HALF OF THE SOUTHWEST
205 QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
206 PRINCIPAL MERIDIAN;

207
208 THENCE NORTH ALONG SAID EAST LINE OF THE WEST 100 FEET OF THE
209 EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH,
210 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE NORTH LINE OF
211 THE SOUTH 322.4 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF
212 SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
213 MERIDIAN;

214
215 THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 322.4 FEET OF THE
216 EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH,

217 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN 25.3 FEET MORE OR LESS TO
218 THE SOUTHWESTERLY LINE OF THE SANITARY DISTRICT RIGHT OF WAY;

219
220 THENCE NORTHWEST 80 FEET ALONG SAID SOUTHWESTERLY RIGHT OF
221 WAY LINE;

222
223 THENCE NORTHEAST 21.5 FEET TO A LINE NORTHEAST OF AND ADJACENT
224 TO SAID SOUTHWESTERLY LINE OF THE SANITARY DISTRICT RIGHT OF WAY;

225
226 THENCE SOUTHEAST ALONG SAID ADJACENT LINE TO THE NORTH LINE OF
227 THE SOUTH 322.4 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF
228 SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
229 MERIDIAN;

230
231 THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 322.4 FEET OF THE
232 EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH,
233 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN TO A POINT ON SAID LINE
234 7.64 FEET EASTERLY OF AS MEASURED ALONG SAID LINE FROM THE
235 INTERSECTION OF SAID LINE WITH A LINE BEGINNING ON THE SOUTH LINE OF
236 LOT 31, 317.8 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 31, SAID LINE
237 BEARING NORTH 32°41'30" WEST;

238
239 THENCE SOUTH 34°28'41" EAST 133.05 FEET TO A LINE 200 FEET EAST OF
240 THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION
241 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

242
243 THENCE SOUTH ALONG SAID LINE 200 FEET EAST OF THE WEST LINE OF
244 THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40
245 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN 9.16 FEET;

246
247 THENCE SOUTH 32°47'42" EAST TO THE SOUTH LINE OF WEST LAWRENCE
248 AVENUE;

249
250 THENCE EAST ALONG SAID SOUTH LINE OF WEST LAWRENCE AVENUE TO
251 THE EAST LINE OF LOT 62 IN THE SUBDIVISION OF LOTS 1, 20, 21 AND 40 IN FIRST
252 ADDITION TO RAVENSWOOD MANOR SUBDIVISION OF THAT PART OF THE EAST
253 HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST
254 QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
255 PRINCIPAL MERIDIAN LYING BETWEEN THE SANITARY DISTRICT RIGHT OF WAY
256 AND FAIRFIELD AND MANOR AVENUE;

257
258 THENCE SOUTHEAST ALONG SAID EAST LINE OF LOT 62 IN THE
259 SUBDIVISION OF LOTS 1, 20, 21 AND 40 IN FIRST ADDITION TO RAVENSWOOD
260 MANOR SUBDIVISION TO THE SOUTH LINE OF SAID LOT 62 IN THE SUBDIVISION

261 OF LOTS 1, 20, 21 AND 40 IN FIRST ADDITION TO RAVENSWOOD MANOR
262 SUBDIVISION;

263
264 THENCE WEST ALONG SAID SOUTH LINE OF LOT 62 IN THE SUBDIVISION
265 OF LOTS 1, 20, 21 AND 40 IN FIRST ADDITION TO RAVENSWOOD MANOR
266 SUBDIVISION TO AN ANGLE POINT IN SAID SOUTH LINE OF SAID LOT 62;

267
268 THENCE SOUTHWEST ALONG SAID SOUTH LINE OF SAID LOT 62 TO AN
269 ANGLE POINT IN SAID SOUTH LINE OF SAID LOT 62;

270
271 THENCE WEST ALONG SAID SOUTH LINE OF SAID LOT 62 AND ITS WEST
272 EXTENSION TO THE WEST LINE OF NORTH MANOR AVENUE;

273
274 THENCE SOUTH ALONG SAID WEST LINE OF NORTH MANOR AVENUE TO
275 THE SOUTH LINE OF THE ALLEY FIRST SOUTH OF WEST LAWRENCE AVENUE
276 LYING BETWEEN NORTH MANOR AVENUE AND NORTH SACRAMENTO AVENUE;

277
278 THENCE WEST ALONG SAID SOUTH LINE OF THE ALLEY FIRST SOUTH OF
279 WEST LAWRENCE AVENUE LYING BETWEEN NORTH MANOR AVENUE AND
280 NORTH SACRAMENTO AVENUE AND ITS WEST EXTENSION TO THE EAST LINE OF
281 THE ALLEY FIRST EAST OF NORTH KEDZIE AVENUE LYING BETWEEN WEST
282 LAWRENCE AVENUE AND WEST LELAND AVENUE;

283
284 THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY FIRST EAST OF
285 NORTH KEDZIE AVENUE LYING BETWEEN WEST LAWRENCE AVENUE AND WEST
286 LELAND AVENUE AND ITS SOUTH EXTENSION TO THE NORTH LINE OF THE
287 CHICAGO TRANSIT AUTHORITY RAILROAD;

288
289 THENCE EAST ALONG SAID NORTH LINE OF THE CHICAGO TRANSIT
290 AUTHORITY RAILROAD TO THE SOUTHWEST LINE OF THE NORTH SHORE
291 CHANNEL;

292
293 THENCE SOUTHEAST ALONG SAID SOUTHWEST LINE OF THE NORTH
294 SHORE CHANNEL TO THE SOUTH LINE OF THE CHICAGO TRANSIT AUTHORITY
295 RAILROAD;

296
297 THENCE WEST ALONG SAID SOUTH LINE OF THE CHICAGO TRANSIT
298 AUTHORITY RAILROAD TO THE EAST LINE OF LOT 1 IN BLOCK 38 OF
299 NORTHWESTERN LAND ASSOCIATION SUBDIVISION OF THE WEST HALF OF THE
300 NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
301 THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE
302 NORTHWESTERN ELEVATED RAILROAD);

304 THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 IN BLOCK 38 OF
305 NORTHWESTERN LAND ASSOCIATION SUBDIVISION AND ITS SOUTH EXTENSION
306 TO THE SOUTH LINE OF WEST SUNNYSIDE AVENUE;

307
308 THENCE WEST ALONG SAID SOUTH LINE OF WEST SUNNYSIDE AVENUE TO
309 THE CENTERLINE OF THE ALLEY FIRST EAST OF NORTH KEDZIE AVENUE LYING
310 BETWEEN WEST SUNNYSIDE AVENUE AND WEST MONTROSE AVENUE;

311
312 THENCE SOUTH ALONG SAID CENTERLINE OF THE ALLEY FIRST EAST OF
313 NORTH KEDZIE AVENUE LYING BETWEEN WEST SUNNYSIDE AVENUE AND WEST
314 MONTROSE AVENUE TO THE EAST EXTENSION OF THE SOUTH LINE OF LOT 11 IN
315 BLOCK 65 IN SAID NORTHWESTERN LAND ASSOCIATION SUBDIVISION;

316
317 THENCE EAST ALONG SAID EAST EXTENSION OF THE SOUTH LINE OF LOT
318 11 IN BLOCK 65 TO THE WEST LINE OF LOT 36 IN SAID BLOCK 65;

319
320 THENCE SOUTH ALONG SAID WEST LINE OF LOT 36 IN BLOCK 65 AND ITS
321 SOUTH EXTENSION TO THE CENTERLINE OF THE ALLEY FIRST NORTH OF WEST
322 MONTROSE AVENUE LYING BETWEEN NORTH TROY STREET AND NORTH KEDZIE
323 AVENUE;

324
325 THENCE EAST ALONG SAID CENTERLINE AND ITS EAST EXTENSION TO THE
326 SOUTHWEST LINE OF THE NORTH SHORE CHANNEL;

327
328 THENCE SOUTHEAST ALONG SAID SOUTHWEST LINE OF THE NORTH
329 SHORE CHANNEL TO THE CENTERLINE OF WEST MONTROSE AVENUE;

330
331 THENCE WEST ALONG SAID CENTERLINE OF WEST MONTROSE AVENUE TO
332 THE NORTH EXTENSION OF THE WEST LINE OF NORTH CALIFORNIA AVENUE;

333
334 THENCE SOUTH ALONG SAID NORTH EXTENSION OF THE WEST LINE OF
335 NORTH CALIFORNIA AVENUE AND THE WEST LINE OF NORTH CALIFORNIA
336 AVENUE 140.01 FEET TO A POINT 107.01 FEET SOUTH OF THE NORTH LINE OF LOT
337 1 IN HENRY SEVERIN'S RESUBDIVISION OF LOTS 1 TO 8 IN BLOCK 8 IN ROSE PARK
338 SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13;

339
340 THENCE NORTH 89°10'00" WEST 66.61 FEET;

341
342 THENCE NORTH 42°35'54" WEST 6.52 FEET;

343
344 THENCE NORTH 00°11'41" EAST 3.31 FEET;

346 THENCE NORTH 89°10'00" WEST 42.26 FEET TO THE EAST LINE OF THE
347 ALLEY FIRST EAST OF NORTH MOZART STREET LYING BETWEEN WEST CULLOM
348 AVENUE AND WEST MONTROSE AVENUE;

349
350 THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY FIRST EAST OF
351 NORTH MOZART STREET LYING BETWEEN WEST CULLOM AVENUE AND WEST
352 MONTROSE AVENUE TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 43 IN
353 BLOCK 1 IN ROSE PARK SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST
354 QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
355 PRINCIPAL MERIDIAN;

356
357 THENCE WEST ALONG SAID EAST EXTENSION OF THE NORTH LINE OF LOT
358 43 IN BLOCK 1 IN ROSE PARK SUBDIVISION AND THE NORTH LINE OF LOT 43 IN
359 SAID BLOCK 1 AND ITS WEST EXTENSION TO THE WEST LINE OF NORTH
360 FRANCISCO AVENUE;

361
362 THENCE SOUTH ALONG SAID WEST LINE OF NORTH FRANCISCO AVENUE
363 TO THE SOUTH LINE OF LOT "A" IN THE CONSOLIDATION OF LOTS 1 TO 6 IN
364 BLOCK 3 IN SAID ROSE PARK SUBDIVISION;

365
366 THENCE WEST ALONG SAID SOUTH LINE OF LOT "A" IN THE
367 CONSOLIDATION OF LOTS 1 TO 6 IN BLOCK 3 AND ITS WEST EXTENSION TO THE
368 WEST LINE OF THE ALLEY FIRST EAST OF NORTH RICHMOND STREET LYING
369 BETWEEN WEST MONTROSE AVENUE AND WEST CULLOM AVENUE;

370
371 THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY FIRST EAST OF
372 NORTH RICHMOND STREET LYING BETWEEN WEST MONTROSE AVENUE AND
373 WEST CULLOM AVENUE TO THE NORTH LINE OF THE SOUTH 2.8 FEET OF LOT 41
374 IN BLOCK 3 OF SAID ROSE PARK SUBDIVISION;

375
376 THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 2.8 FEET OF LOT 41
377 IN BLOCK 3 OF SAID ROSE PARK SUBDIVISION AND ITS WEST EXTENSION TO THE
378 WEST LINE OF NORTH RICHMOND STREET;

379
380 THENCE NORTH ALONG SAID WEST LINE OF NORTH RICHMOND STREET TO
381 THE SOUTH LINE OF LOT 1 IN BLOCK 4 OF SAID ROSE PARK SUBDIVISION;

382
383 THENCE WEST ALONG SAID SOUTH LINE OF LOT 1 IN BLOCK 4 OF ROSE
384 PARK SUBDIVISION AND ITS WEST EXTENSION TO THE WEST LINE OF NORTH
385 SACRAMENTO AVENUE;

386
387 THENCE NORTH ALONG SAID WEST LINE OF NORTH SACRAMENTO
388 AVENUE TO THE NORTH LINE OF THE ALLEY FIRST SOUTH OF WEST MONTROSE

389 AVENUE LYING BETWEEN NORTH SACRAMENTO AVENUE AND NORTH WHIPPLE
390 AVENUE;

391
392 THENCE WEST ALONG SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF
393 WEST MONTROSE AVENUE LYING BETWEEN NORTH SACRAMENTO AVENUE AND
394 NORTH WHIPPLE AVENUE AND ITS WEST EXTENSION TO THE WEST LINE OF
395 NORTH ALBANY AVENUE;

396
397 THENCE NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF LOT 2 IN
398 BLOCK 1 IN BALDWIN DAVIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE
399 WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13,
400 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

401
402 THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 IN BLOCK 1 IN BALDWIN
403 DAVIS SUBDIVISION AND ITS WEST EXTENSION TO THE WEST LINE OF THE
404 ALLEY FIRST EAST OF NORTH TROY STREET LYING BETWEEN WEST MONTROSE
405 AVENUE AND WEST CULLOM AVENUE;

406
407 THENCE SOUTH ALONG WEST LINE OF THE ALLEY FIRST EAST OF NORTH
408 TROY STREET LYING BETWEEN WEST MONTROSE AVENUE AND WEST CULLOM
409 AVENUE TO THE NORTH LINE OF LOT 13 IN THE RESUBDIVISION OF LOTS 1 TO 6
410 AND VACATED PART OF THE STREET NORTH OF AND ADJACENT TO LOT 1 IN
411 BLOCK 1 OF CHAS. N. HALE'S SUBDIVISION OF THE NORTHWEST QUARTER OF
412 THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER IN SECTION
413 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN
414 TOGETHER WITH LOTS 42 TO 46 AND VACATED STREET NORTH AND ADJACENT
415 LOT 46 IN BLOCK 1 OF SAID BALDWIN DAVIS SUBDIVISION;

416
417 THENCE WEST ALONG SAID NORTH LINE OF SAID LOT 13 AND ITS WEST
418 EXTENSION TO THE WEST LINE OF NORTH TROY STREET;

419
420 THENCE SOUTH ALONG SAID WEST LINE OF NORTH TROY STREET TO THE
421 NORTH LINE OF LOT 11 IN SAID RESUBDIVISION OF LOTS 1 TO 6 AND VACATED
422 PART OF THE STREET NORTH OF AND ADJACENT TO LOT 1 IN BLOCK 1 OF CHAS.
423 N. HALE'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE WEST HALF OF
424 THE WEST HALF OF THE SOUTHWEST QUARTER IN SECTION 13, TOWNSHIP 40
425 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH
426 LOTS 42 TO 46 AND VACATED STREET NORTH AND ADJACENT LOT 46 IN BLOCK 1
427 OF BALDWIN DAVIS SUBDIVISION;

428
429 THENCE WEST ALONG SAID NORTH LINE OF SAID LOT 11 TO THE EAST
430 LINE OF THE ALLEY FIRST EAST OF NORTH KEDZIE AVENUE LYING BETWEEN
431 WEST CULLOM AVENUE AND WEST MONTROSE AVENUE;

433 THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY FIRST EAST OF
434 NORTH KEDZIE AVENUE LYING BETWEEN WEST CULLOM AVENUE AND WEST
435 MONTROSE AVENUE AND ITS SOUTH EXTENSION TO A LINE 127 FEET NORTH OF
436 THE NORTH LINE OF WEST IRVING PARK ROAD;

437
438 THENCE EAST ALONG SAID LINE 127 FEET NORTH OF THE NORTH LINE OF
439 WEST IRVING PARK ROAD TO THE EAST LINE OF NORTH ALBANY AVENUE;

440
441 THENCE SOUTH ALONG SAID EAST LINE OF NORTH ALBANY AVENUE TO
442 THE SOUTH LINE OF THE ALLEY FIRST NORTH OF WEST IRVING PARK ROAD
443 LYING BETWEEN WEST ALBANY AVENUE AND WEST WHIPPLE STREET;

444
445 THENCE EAST ALONG SAID SOUTH LINE OF THE ALLEY FIRST NORTH OF
446 WEST IRVING PARK ROAD LYING BETWEEN WEST ALBANY AVENUE AND WEST
447 WHIPPLE STREET AND ITS EAST EXTENSION TO THE WEST LINE OF NORTH
448 SACRAMENTO AVENUE;

449
450 THENCE SOUTH ALONG SAID WEST LINE OF NORTH SACRAMENTO
451 AVENUE TO THE NORTH LINE OF THE ALLEY FIRST SOUTH OF WEST IRVING
452 PARK ROAD LYING BETWEEN NORTH WHIPPLE STREET AND NORTH
453 SACRAMENTO AVENUE;

454
455 THENCE WEST ALONG SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF
456 WEST IRVING PARK ROAD LYING BETWEEN NORTH WHIPPLE STREET AND
457 NORTH SACRAMENTO AVENUE AND ITS WEST EXTENSION TO THE EAST LINE OF
458 NORTH SPAULDING AVENUE;

459
460 THENCE NORTH ALONG SAID EAST LINE OF NORTH SPAULDING AVENUE
461 TO THE NORTH LINE OF THE ALLEY FIRST NORTH OF WEST IRVING PARK ROAD
462 LYING BETWEEN NORTH SPAULDING AVENUE AND NORTH SAWYER AVENUE;

463
464 THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY FIRST NORTH OF
465 WEST IRVING PARK ROAD LYING BETWEEN NORTH SPAULDING AVENUE AND
466 NORTH SAWYER AVENUE TO THE EAST LINE OF THE ALLEY FIRST WEST OF
467 NORTH KEDZIE AVENUE LYING BETWEEN WEST IRVING PARK ROAD AND WEST
468 BELLE PLAINE AVENUE;

469
470 THENCE NORTH ALONG SAID EAST LINE OF THE ALLEY FIRST WEST OF
471 NORTH KEDZIE AVENUE LYING BETWEEN WEST IRVING PARK ROAD AND WEST
472 BELLE PLAINE AVENUE AND ITS NORTH EXTENSION TO THE NORTH LINE OF THE
473 ALLEY FIRST SOUTH OF WEST BELLE PLAINE AVENUE LYING BETWEEN NORTH
474 KEDZIE AVENUE AND NORTH SAWYER AVENUE;

476 THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF
477 WEST BELLE PLAINE AVENUE LYING BETWEEN NORTH KEDZIE AVENUE AND
478 NORTH SAWYER AVENUE TO THE WEST LINE OF LOT 5 IN BLOCK 4 OF WILLIAM
479 BOLDENWECK'S ADDITION TO GRANT PARK, A SUBDIVISION OF THE EAST HALF
480 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14,
481 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

482
483 THENCE NORTH ALONG SAID WEST LINE OF LOT 5 IN BLOCK 4 TO THE
484 NORTH LINE OF WEST BELLE PLAINE AVENUE;

485
486 THENCE WEST ALONG SAID NORTH LINE OF WEST BELLE PLAINE AVENUE
487 TO THE EAST LINE OF THE ALLEY FIRST WEST OF NORTH KEDZIE AVENUE LYING
488 BETWEEN WEST BELLE PLAINE AVENUE AND WEST WARNER AVENUE;

489
490 THENCE NORTH ALONG SAID EAST LINE OF THE ALLEY FIRST WEST OF
491 NORTH KEDZIE AVENUE LYING BETWEEN WEST BELLE PLAINE AVENUE AND
492 WEST WARNER AVENUE AND ITS NORTH EXTENSION TO THE NORTH LINE OF
493 WEST BERTEAU AVENUE;

494
495 THENCE WEST ALONG SAID NORTH LINE OF WEST BERTEAU AVENUE TO
496 THE WEST LINE OF THE ALLEY FIRST WEST OF NORTH KEDZIE AVENUE LYING
497 BETWEEN WEST CULLOM AVENUE AND WEST BERTEAU AVENUE;

498
499 THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY FIRST WEST OF
500 NORTH KEDZIE AVENUE LYING BETWEEN WEST CULLOM AVENUE AND WEST
501 BERTEAU AVENUE AND ITS NORTH EXTENSION TO THE SOUTH LINE OF LOT 42 IN
502 BLOCK 1 IN ROSEWELL BARBER'S ADDITION TO IRVING PARK SUBDIVISION OF
503 THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE
504 SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
505 THE THIRD PRINCIPAL MERIDIAN;

506
507 THENCE WEST ALONG SAID SOUTH LINE OF LOT 42 IN BLOCK 1 IN
508 ROSEWELL BARBER'S ADDITION TO IRVING PARK SUBDIVISION AND ITS WEST
509 EXTENSION TO THE WEST LINE OF NORTH SAWYER AVENUE;

510
511 THENCE NORTH ALONG SAID WEST LINE OF NORTH SAWYER AVENUE TO
512 THE NORTH LINE OF THE ALLEY FIRST SOUTH OF WEST MONTROSE AVENUE
513 LYING BETWEEN NORTH SAWYER AVENUE AND NORTH SPAULDING AVENUE;

514
515 THENCE WEST ALONG SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF
516 WEST MONTROSE AVENUE LYING BETWEEN NORTH SAWYER AVENUE AND
517 NORTH SPAULDING AVENUE AND ITS WEST EXTENSION TO THE WEST LINE OF
518 NORTH SPAULDING AVENUE;

520 THENCE NORTH ALONG SAID WEST LINE OF NORTH SPAULDING AVENUE
521 TO THE SOUTH LINE OF THE NORTH 75 FEET OF LOT 24 IN W.H. CONDON'S
522 SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST
523 QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
524 PRINCIPAL MERIDIAN;

525
526 THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 75 FEET OF LOT 24
527 AND ITS WEST EXTENSION TO THE EAST LINE OF LOT 20 IN SAID W.H. CONDON'S
528 SUBDIVISION;

529
530 THENCE SOUTH ALONG SAID EAST LINE OF LOT 20 IN W.H. CONDON'S
531 SUBDIVISION TO THE NORTH LINE OF THE ALLEY FIRST SOUTH OF WEST
532 MONTROSE AVENUE LYING BETWEEN NORTH SPAULDING AVENUE AND NORTH
533 KIMBALL AVENUE;

534
535 THENCE WEST ALONG SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF
536 WEST MONTROSE AVENUE LYING BETWEEN NORTH SPAULDING AVENUE AND
537 NORTH KIMBALL AVENUE AND ITS WEST EXTENSION TO WEST LINE OF NORTH
538 KIMBALL AVENUE;

539
540 THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF LOT 46 IN
541 BLOCK 1 IN A.H. HILL AND COMPANY'S BOULEVARD ADDITION TO IRVING PARK
542 SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST
543 QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
544 PRINCIPAL MERIDIAN;

545
546 THENCE WEST ALONG SAID NORTH LINE LOT 46 IN BLOCK 1 IN A.H. HILL
547 AND COMPANY'S BOULEVARD ADDITION TO IRVING PARK SUBDIVISION AND ITS
548 WEST EXTENSION TO THE WEST LINE OF NORTH ST. LOUIS AVENUE;

549
550 THENCE NORTH ALONG SAID WEST LINE OF NORTH ST. LOUIS AVENUE TO
551 THE NORTH LINE OF THE ALLEY FIRST SOUTH OF WEST MONTROSE AVENUE
552 LYING BETWEEN NORTH ST. LOUIS AVENUE AND NORTH DRAKE AVENUE;

553
554 THENCE WEST ALONG SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF
555 WEST MONTROSE AVENUE LYING BETWEEN NORTH ST. LOUIS AVENUE AND
556 NORTH DRAKE AVENUE TO THE EAST LINE OF NORTH CENTRAL PARK AVENUE;

557
558 THENCE NORTH ALONG SAID EAST LINE OF NORTH CENTRAL PARK
559 AVENUE TO THE POINT OF BEGINNING;

560
561 ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.
562
563

PIN
13-14-224-033-0000
13-14-224-034-0000
13-11-428-023-0000
13-11-430-028-0000
13-13-125-022-0000
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13-14-415-041-0000
13-14-212-029-0000
13-13-107-003-0000
13-13-107-004-0000
13-13-308-035-0000
13-14-212-030-0000
13-14-206-002-0000
13-13-125-023-1001
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13-11-431-014-0000
13-11-431-015-0000
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13-13-308-037-1003

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13-13-308-037-1030
13-13-300-017-0000
13-13-300-018-0000



City of Chicago



O2013-6490

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 62
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 62 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.50 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$75,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services." The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described

on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of the Edens Expressway between Hiawatha Avenue and Glenlake Avenue, Cicero Avenue between Glenlake Avenue and Peterson Avenue, and the Edens Expressway between Peterson Avenue and Caldwell Avenue to the west; Hiawatha Avenue on the north; the alley east of Cicero Avenue and Keating Avenue on the east; and Caldwell Avenue on the south.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 62.

Notice is hereby given that at _____ o'clock ____m., on the _____ day of _____, 20__ at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 62 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022 . The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.50 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within

the Area in tax year 2013 is \$75,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of the Edens Expressway between Hiawatha Avenue and Glenlake Avenue, Cicero Avenue between Glenlake Avenue and Peterson Avenue, and the Edens Expressway between Peterson Avenue and Caldwell Avenue to the west; Hiawatha Avenue on the north; the alley east of Cicero Avenue and Keating Avenue on the east; and Caldwell Avenue on the south.

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

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

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

Dated this _____ day of _____, 20__.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

CICERO / PETERSON SSA

ALL THAT PART OF SECTIONS 3 AND 4, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

1. BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF CICERO AVENUE WITH THE NORTH LINE OF PETERSON AVENUE IN THE NORTHEAST QUARTER OF SECTION 4;
2. THENCE WEST ALONG SAID NORTH LINE OF PETERSON AVENUE TO A POINT THAT IS 40 FEET EAST OF A LINE THAT IS 240 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF CICERO AVENUE AFORESAID;
3. THENCE SOUTH, PERPENDICULAR TO THE NORTH LINE OF SAID PETERSON AVENUE, TO THE SOUTH LINE OF PETERSON AVENUE;
4. THENCE WEST ALONG SAID SOUTH LINE OF PETERSON AVENUE TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY HALF OF LOT 9 IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALSO THE EASTERLY RIGHT OF WAY OF THE EDENS EXPRESSWAY (INTERSTATE 94);
5. THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF THE SOUTHEASTERLY HALF OF LOT 9 IN OGDEN AND JONES' SUBDIVISION, AND ITS SOUTHWESTERLY EXTENSION, BEING ALSO THE EASTERLY RIGHT OF WAY OF THE EDENS EXPRESSWAY (INTERSTATE 94), TO THE CENTERLINE OF CALDWELL AVENUE;
6. THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF CALDWELL AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE PUBLIC ALLEY EAST OF CICERO AVENUE;
7. THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND SAID EAST LINE OF THE 16 FOOT WIDE PUBLIC ALLEY EAST OF CICERO AVENUE, TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 5 IN CICERO AND PETERSON AVENUE ADDITION, A SUBDIVISION OF PART OF LOTS 3, 4, 8, 9 OF OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE AFORESAID;
8. THENCE EAST ALONG THE NORTH LINE OF SAID LOT 13 IN BLOCK 5 IN CICERO AND PETERSON AVENUE ADDITION, AND ITS EASTERLY EXTENSION, TO THE CENTERLINE OF KEATING AVENUE;

Order No. 2013-17724
Ordered By: Camiros Ltd.
May 6, 2013

Chicago Guarantee Survey Company
4505 N. Elston Ave.
Chicago, Illinois 60630

9. THENCE NORTH ALONG SAID CENTER LINE OF KEATING AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5 IN BLOCK 4 IN CICERO AND PETERSON AVENUE ADDITION AFORESAID;

10. THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF LOT 5 IN BLOCK 4 IN CICERO AND PETERSON AVENUE ADDITION, TO THE SOUTHWEST CORNER OF SAID LOT 5 IN BLOCK 4 IN CICERO AND PETERSON AVENUE ADDITION, BEING ALSO THE EAST LINE OF THE 16 FOOT WIDE PUBLIC ALLEY EAST OF CICERO AVENUE;

11. THENCE NORTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE PUBLIC ALLEY EAST OF CICERO AVENUE TO THE CENTER LINE OF HIAWATHA AVENUE, BEING ALSO THE NORTHEASTERLY LINE OF LOTS 8 AND 11 IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE AFORESAID;

12. THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF HIAWATHA AVENUE, BEING ALSO THE NORTHEASTERLY LINE OF LOTS 8 AND 11 IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE AFORESAID; TO THE EASTERLY RIGHT OF WAY OF THE EDENS EXPRESSWAY (INTERSTATE 94);

13. THENCE SOUTH ALONG SAID EASTERLY RIGHT OF WAY OF THE EDENS EXPRESSWAY (INTERSTATE 94) TO THE SOUTHWESTERLY LINE OF LOTS 11 AND 8 IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE AFORESAID;

14. THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF LOT 11 AND 8 IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE TO LINE THAT IS 240 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF CICERO AVENUE;

15. THENCE NORTH ALONG SAID LINE THAT IS 240 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF CICERO AVENUE TO A LINE THAT IS 537.17 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF PETERSON AVENUE;

16. THENCE EAST ALONG SAID LINE THAT IS 537.17 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF PETERSON AVENUE TO THE WEST LINE OF CICERO AVENUE;

17. THENCE SOUTH ALONG SAID THE WEST LINE OF CICERO AVENUE TO THE POINT OF BEGINNING AT THE POINT OF INTERSECTION OF THE WEST

Order No. 2013-17724
Ordered By: Camiros Ltd.
May 6, 2013

Chicago Guarantee Survey Company
4505 N. Elston Ave.
Chicago, Illinois 60630

LINE OF CICERO AVENUE WITH THE NORTH LINE OF PETERSON AVENUE IN
THE NORTHEAST QUARTER OF SECTION 4;

63. ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

Order No. 2013-17724
Ordered By: Camiros Ltd.
May 6, 2013

Chicago Guarantee Survey Company
4505 N. Elston Ave.
Chicago, Illinois 60630

CICERO/PETERSON SSA PIN LIST

PIN NUMBER

13-03-125-004-0000
13-03-125-009-0000
13-03-125-023-0000
13-03-125-024-0000
13-03-125-025-0000
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13-04-402-004-0000
13-04-402-005-0000



City of Chicago



O2013-6497

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 63
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 63 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 1.5 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$115,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services." The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Chicago Avenue between Albany Avenue and Karlov Avenue.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 63.

Notice is hereby given that at _____ o'clock ____m., on the _____ day of _____, 20__ at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 63 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 1.5 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$115,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Chicago Avenue between Albany Avenue and Karlov Avenue.

At the public hearing any interested person, including all persons owning

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

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

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

Dated this _____ day of _____, 20__.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTIONS 1, 2 AND 3 AND THE NORTH HALF OF SECTIONS 10, 11 AND 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 723 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 10 TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE NORTH-SOUTH ALLEY IN BLOCK 1 OF ELLSWORTH T. MARTIN'S SUBDIVISION OF BLOCK 1 AND 2 OF THE RESUBDIVISION OF BLOCKS 5 AND 6 IN THE FOSTER SUBDIVISION, RECORDED MARCH 21, 1912 AS DOCUMENT NUMBER 4932160; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND WEST LINE OF ALLEY TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 19 IN SAID ELLSWORTH T. MARTIN'S SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND NORTH LINE OF LOT 19 EXTENDED EASTERLY TO A POINT ON CENTERLINE OF PULASKI ROAD; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE LOT 30 IN BLOCK 7 OF THOMAS J. DIVEN'S SUBDIVISION, RECORDED MARCH 23, 1888 AS DOCUMENT NUMBER 935645, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF AN EAST-WEST ALLEY ; THENCE EAST ALONG SAID WESTERLY EXTENSION AND NORTH LINE EXTENDED EASTERLY THROUGH BLOCKS 7, 8, 3 AND 4 TO A POINT ON THE WEST RIGHT-OF WAY LINE OF HAMLIN AVENUE; THENCE CONTINUING EASTERLY ACROSS SAID HAMLIN AVENUE TO THE NORTH LINE OF AN EAST-WEST ALLEY IN BLOCK 5 OF T.J.DIVEN'S SUBDIVISION, RECORDED MAY 2, 1887 AS DOCUMENT NUMBER 823307; THENCE CONTINUING EAST ALONG SAID NORTH LINE OF SAID EAST-WEST ALLEY AND ITS EASTERLY EXTENSIONS THROUGH BLOCKS 5, 6, 7 AND 8 TO A POINT ON THE WEST RIGHT-OF WAY LINE OF CENTRAL PARK AVENUE; THENCE CONTINUING EASTERLY ACROSS SAID CENTRAL PARK AVENUE TO THE NORTH LINE OF AN EAST-WEST ALLEY IN DICKEY'S THIRD ADDITION TO CHICAGO, RECORDED APRIL 16, 1905 AS DOCUMENT NUMBER

3675492; THENCE CONTINUING EAST ALONG SAID NORTH LINE OF SAID EAST-WEST ALLEY AND ITS EASTERLY EXTENSION TO THE NORTH LINE OF AN EAST-WEST ALLEY IN DICKEY'S SECOND ADDITION TO CHICAGO, RECORDED MAY 19, 1899 AS DOCUMENT NUMBER 2822628; THENCE CONTINUING EAST ALONG SAID NORTH LINE OF SAID EAST-WEST ALLEY AND ITS EASTERLY EXTENSIONS THROUGH DICKEY'S SECOND ADDITION TO A POINT ON THE WEST RIGHT-OF WAY LINE OF TRUMBULL AVENUE; THENCE CONTINUING EASTERLY ACROSS SAID TRUMBULL AVENUE TO THE NORTH LINE OF AN EAST-WEST ALLEY IN SAID DICKEY'S THIRD ADDITION TO CHICAGO; THENCE CONTINUING EAST ALONG SAID NORTH LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HOMAN AVENUE; THENCE CONTINUING EASTERLY ACROSS SAID HOMAN AVENUE TO THE NORTH LINE OF AN EAST-WEST ALLEY IN WILSON AND GOULD'S SUBDIVISION, RECORDED MARCH 22, 1888 AS DOCUMENT NUMBER 935024; THENCE CONTINUING EAST ALONG SAID NORTH LINE AND ITS EASTERLY EXTENSION TO A POINT ON THE CENTERLINE OF CHRISTIANA AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 6 INCHES OF LOT 23 IN CHRISTIANA SUBDIVISION, RECORDED APRIL 7, 1882 AS DOCUMENT NUMBER 1640592; THENCE EAST ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE EXTENDED EASTERLY TO A POINT ON THE CENTERLINE OF AN ADJACENT NORTH-SOUTH ALLEY; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 32 IN N.T.WRIGHTS SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT PARTITION, RECORDED OCTOBER 9, 1892 AS DOCUMENT NUMBER 61043; THENCE EAST ALONG SAID WESTERLY EXTENSION AND NORTH LINE EXTENDED EASTERLY TO A POINT ON THE CENTERLINE OF SPAULDING AVENUE; THENCE SOUTH ALONG SAID CENTERLINE AND ITS SOUTHERLY EXTENSION TO A POINT ON THE CENTERLINE OF CHICAGO AVENUE; THENCE EAST ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF KEDZIE AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN

E.A.CUMMINGS AND CO.'S SUBDIVISION, RECORDED NOVEMBER 8, 1889 AS DOCUMENT NUMBER 1182456; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 1 TO A POINT ON THE WEST LINE OF LOT 7 IN KENNY'S SUBDIVISION OF LOTS 68 AND 69 IN MCIIROY'S SUBDIVISION, RECORDED AUGUST 5, 1873 AS DOCUMENT NUMBER 118716; THENCE SOUTHEASTERLY ALONG A LINE THAT IS SOUTHWESTERLY OF AND PARALLEL TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD COMPANY, PER DOCUMENT 36769987 AND 3700092 TO A POINT ON THE EAST LINE OF LOT 6 IN SAID KENNY'S SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION TO A POINT ON THE CENTERLINE OF CHICAGO AVENUE; THENCE EAST ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH SAID NORTHWESTERLY EXTENSION OF THE CENTERLINE OF ALBANY AVENUE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 35 IN CUMMING'S SUBDIVISION, RECORDED AS DOCUMENT NUMBER 1050563; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE WEST LINE OF THE ADJACENT NORTH-SOUTH ALLEY; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 51 IN SAID CUMMING'S SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 51 AND ITS WESTERLY EXTENSION TO A POINT ON THE CENTERLINE OF TROY AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF AN EAST-WEST ALLEY LYING ADJACENT TO THE NORTH LINE OF LOT 132 IN SAID CUMMING'S SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND CENTERLINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF AN NORTH-SOUTH ALLEY, SAID ALLEY LYING ADJACENT TO THE WEST LINE OF SAID LOT 132; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND EAST LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 156 IN SAID CUMMINGS SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF LOT 156 EXTENDED WESTERLY TO A POINT ON

THE CENTERLINE OF KEDZIE AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 36 IN ARMINGTON'S SUBDIVISION AS RECORDED IN BOOK 9 PAGE 95, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY ; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF AN NORTH-SOUTH ALLEY, SAID ALLEY LYING WEST OF SAID KEDZIE AVENUE AND EAST OF SAWYER AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND WEST LINE TO THE NORTHEAST CORNER OF LOT 19 IN SAID ARMINGTON'S SUBDIVISION, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO A POINT ON THE CENTERLINE OF SAID SAWYER AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 100 IN SAID ARMINGTON'S SUBDIVISION, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF SPAULDING AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN CHAS. H. SERUM'S SUBDIVISION, RECORDED OCTOBER 31, 1910 AS DOCUMENT NUMBER 4654484, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO THE NORTHEAST CORNER OF LOT 47 IN JOHN M. WAYS SUBDIVISION, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE CONTINUING ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO A POINT ON THE CENTERLINE OF HOMAN AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6 IN J.H.DUNHAM'S SUBDIVISION, RECORDED ON MARCH 26, 1873 AS DOCUMENT NUMBER 88869; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE WEST LINE OF

AN NORTH-SOUTH ALLEY LYING ADJACENT TO SAID LOT 6; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 45 IN SAID J.H.DUNHAM'S SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO A POINT ON THE CENTERLINE OF TRUMBULL AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 16.92 FEET OF LOT 4 IN BLOCK 2 IN SAID J.H.DUNHAM'S SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID EASTERLY EXTENSION AND NORTH LINE OF THE SOUTH 16.92 FEET TO A POINT ON THE WEST LINE OF THE EAST 50 FEET OF SAID LOT 4; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 50 FEET TO A POINT ON THE SOUTH LINE OF LOT 5 IN SAID J.H.DUNHAM'S SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE CONTINUING WEST ACROSS AN NORTH-SOUTH ALLEY TO THE SOUTHEAST CORNER OF LOT 44 IN SAID J.H.DUNHAM'S SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 44 AND ITS WESTERLY EXTENSION TO A POINT ON THE CENTERLINE OF ST. LOUIS AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 45 IN THOS.J.DIVEN'S SUBDIVISION, RECORDED JULY 27,1887 AS DOCUMENT NUMBER 855132, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND ITS SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF DRAKE AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN CUSHING'S SUBDIVISION OF BLOCKS 4 AND 5 OF F. HARDING'S SUBDIVISION (ANTE-FIRE); THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 4 EXTENDED WESTERLY TO A POINT ON THE WEST LINE OF AN NORTH-SOUTH ALLEY LYING ADJACENT TO SAID LOT 4; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 45 IN SAID CUSHING'S SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 45 AND ITS WESTERLY EXTENSION TO A POINT ON THE CENTERLINE OF CENTRAL PARK AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE

SOUTH LINE OF LOT 6 IN MCAULEY'S SUBDIVISION OF BLOCK 1 OF W.J.MORTON'S SUBDIVISION, SEE TRACT BOOK 121, PAGE 23 RECORDED APRIL 1, 1859 (ANTE-FIRE); THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF SAID LOT 6 EXTENDED WESTERLY TO A POINT ON THE WEST LINE OF AN NORTH-SOUTH ALLEY LYING ADJACENT TO SAID LOT 6; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 43 IN SAID MCAULEY'S SUBDIVISION OF BLOCK 1 OF W.J.MORTON'S SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 43 AND ITS WESTERLY EXTENSION TO A POINT ON THE CENTERLINE OF MONTICELLO AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2 IN HARRY KAPLAN'S SUBDIVISION, RECORDED NOVEMBER 21, 1922 AS DOCUMENT NUMBER 7723139, SAID NORTH LINE OF LOT 2 ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF LAWDALE AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN THE RESUBDIVISION OF LOTS 44 TO 48, RECORDED AUGUST 1, 1911 AS DOCUMENT NUMBER 4804108, SAID NORTH LINE OF LOT 1 ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF RIDGEWAY AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 48 IN L.W.B. DAY'S SUBDIVISION, RECORDED JULY 10, 1873 AS DOCUMENT NUMBER 108658, SAID NORTH LINE OF LOT 48 ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND ITS SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF HAMLIN AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 45 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCK 1 OF F. HARDING'S SUBDIVISION, RECORDED JULY 27, 1887 AS DOCUMENT NUMBER 855133, SAID NORTH LINE OF LOT 45 ALSO BEING THE SOUTH LINE OF AN EAST-

WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF AVERS AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 48 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCK 2 OF F. HARDING'S SUBDIVISION, RECORDED AUGUST 12, 1872 AS DOCUMENT NUMBER 49120, SAID NORTH LINE OF LOT 48 ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF SPRINGFIELD AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE LOT 45 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCK 3 OF F. HARDING'S SUBDIVISION, RECORDED AUGUST 24, 1887 AS DOCUMENT NUMBER 864385, SAID NORTH LINE OF LOT 45 ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF HARDING AVENUE; THENCE NORTH ALONG SAID CENTER LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 4 OF F. HARDING'S SUBDIVISION (ANTE-FIRE); THENCE WEST ALONG SAID EASTERLY EXTENSION AND NORTH LINE OF LOT 6 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF AN NORTH-SOUTH ALLEY; THENCE SOUTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF LOTS 25 TO 29 IN BLOCK 4 OF F. HARDING'S SUBDIVISION, RECORDED DECEMBER 12, 1888 AS DOCUMENT NUMBER 1039270, SAID NORTH LINE OF LOT 1 ALSO BEING THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF THE EAST-WEST ALLEY EXTENDED WESTERLY TO A POINT ON THE CENTERLINE OF PULASKI ROAD, SAID CENTERLINE ALSO BEING THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10 ; THENCE SOUTH ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THE NORTH 1000 FEET OF SAID SECTION 10; THENCE WEST ALONG SAID SOUTH LINE TO A POINT ON

THE WEST LINE OF THE EAST 366 FEET OF SAID SECTION 10; THENCE NORTH ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF THE NORTH 1000 FEET OF SAID SECTION 10; THENCE WEST ALONG SAID NORTH LINE TO A POINT ON THE WEST LINE OF THE EAST 383 FEET OF SAID SECTION 10; THENCE SOUTH ALONG SAID WEST LINE TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 1000 FEET OF SAID SECTION 10; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 83.54 FEET; THENCE NORTHWESTERLY A DISTANCE OF 402.99 FEET TO A POINT WHICH IS 688.17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 10 AND 723 FEET WEST OF THE EAST LINE OF SAID SECTION 10; THENCE NORTH ALONG A LINE THAT IS 723 FEET WEST OF AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 688.17 FEET TO THE POINT OF BEGINNING.

West Humboldt Park SSA PIN List

PIN
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16-11-206-006-0000
16-11-206-007-0000
16-11-206-008-0000
16-11-207-010-0000
16-11-207-011-0000
16-11-207-012-0000
16-11-207-025-0000
16-12-100-004-0000
16-12-100-011-0000
16-12-100-012-0000
16-12-100-013-0000
16-12-100-014-0000
16-12-100-015-0000
16-12-100-016-0000
16-12-100-037-0000
16-12-100-038-0000
16-12-101-039-0000



City of Chicago



O2013-6504

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/11/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Call for public hearing to reconstitute and establish Special Service Area No. 64
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing public hearings to reconstitute and establish various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 64 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 2.5 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$9,150. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services." The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby

incorporated herein. The approximate street location of said territory consists of Walden Parkway from 100th Street to 99th Street; 99th Street from the alley west of Walden to 1732 W 99th Street on the east.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 64.

Notice is hereby given that at _____ o'clock ____m., on the _____ day of _____, 20__ at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 64 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic

transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 2.5 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is \$9,150. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Walden Parkway from 100th Street to 99th Street; 99th Street from the alley west of Walden to 1732 W 99th Street on the east.

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

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

created and the Services Tax shall not be levied.

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

Dated this _____ day of _____, 20__.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

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BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN ORLANDO J. BUCK'S SUBDIVISION OF LOTS 10, 11, AND 12 IN BLOCK 12 IN WALDEN ADDITION TO WASHINGTON HEIGHTS, SAID SOUTHWEST CORNER BEING ALSO THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST 99TH STREET WITH THE EAST LINE OF THE ALLEY FIRST EAST OF SOUTH LONGWOOD DRIVE LYING BETWEEN WEST 99TH STREET AND WEST 98TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF SAID SUBDIVISION AND ITS EAST EXTENSION TO THE EAST LINE OF WALDEN PARKWAY;

THENCE EAST ALONG SAID SOUTH LINE OF THE ALLEY FIRST NORTH OF WEST 98TH STREET LYING BETWEEN THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD AND SOUTH LONGWOOD DRIVE TO THE WEST LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD:

THENCE EAST ALONG SAID WEST EXTENSION AND SAID NORTH LINE OF THE ALLEY FIRST SOUTH OF WEST 95TH STREET LYING BETWEEN SOUTH VANDERPOEL AVENUE AND SOUTH WOOD STREET TO THE EAST LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD;

THENCE SOUTH ALONG SAID EAST LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD TO THE WEST EXTENSION OF THE SOUTH LINE OF THE ALLEY FIRST NORTH OF WEST 99TH STREET LYING BETWEEN SOUTH VANDERPOEL AVENUE AND SOUTH WOOD STREET;

45
46 THENCE EAST ALONG SAID WEST EXTENSION AND SAID SOUTH LINE OF
47 THE ALLEY FIRST NORTH OF WEST 99TH STREET LYING BETWEEN SOUTH
48 VANDERPOEL AVENUE AND SOUTH WOOD STREET TO THE EAST LINE OF THE
49 WEST 16 FEET OF LOT 13 IN BLOCK 2 IN MISS DUNN'S SUBDIVISION OF LOT 30
50 AND LOTS 77 TO 84, INCLUSIVE, IN BLOCK 6 IN HILLARD AND DOBBINS' FIRST
51 ADDITION TO WASHINGTON HEIGHTS;

52
53 THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 16 FEET OF LOT 13 IN
54 BLOCK 2 IN MISS DUNN'S SUBDIVISION AND ITS SOUTH EXTENSION TO THE
55 SOUTH LINE OF WEST 99TH STREET;

56
57 THENCE WEST ALONG SAID SOUTH LINE OF WEST 99TH STREET TO THE
58 EAST LINE OF THE WEST 1.75 FEET OF LOT 5 IN THE SUBDIVISION OF LOTS 12 AND
59 13 IN M.E. HILLARD'S SUBDIVISION;

60
61 THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 1.75 FEET OF LOT 5
62 IN THE SUBDIVISION OF LOTS 12 AND 13 IN M.E. HILLARD'S SUBDIVISION TO THE
63 SOUTH LINE OF SAID LOT 5 IN SAID SUBDIVISION OF LOTS 12 AND 13 IN M.E.
64 HILLARD'S SUBDIVISION;

65
66 THENCE WEST ALONG THE SOUTH LINE OF LOTS 1 THROUGH 5 IN THE
67 SUBDIVISION OF LOTS 12 AND 13 IN M.E. HILLARD'S SUBDIVISION TO THE WEST
68 LINE OF SAID LOT 1 IN THE SUBDIVISION OF LOTS 12 AND 13 IN M.E. HILLARD'S
69 SUBDIVISION;

70
71 THENCE NORTH ALONG SAID WEST LINE OF LOT 1 IN THE SUBDIVISION OF
72 LOTS 12 AND 13 IN M.E. HILLARD'S SUBDIVISION TO THE SOUTH LINE OF WEST
73 99TH STREET;

74
75 THENCE WEST ALONG SAID SOUTH LINE OF WEST 99TH STREET TO
76 NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN BLOCK 7 OF WALDEN
77 TERRANCE ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE
78 NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP
79 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EAST LINE
80 ALSO BEING THE WEST LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC
81 RAILROAD;

82
83 THENCE SOUTH AND SOUTHWESTERLY ALONG SAID WEST LINE OF THE
84 CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD TO THE CENTERLINE OF WEST
85 100TH STREET;

86
87 THENCE WEST ALONG SAID CENTERLINE OF WEST 100TH STREET TO THE
88 SOUTH EXTENSION OF THE CENTERLINE OF THE ALLEY FIRST EAST OF SOUTH

89 LONGWOOD DRIVE LYING BETWEEN WEST 100TH STREET AND WEST 99TH
90 STREET;

91
92 THENCE NORTH ALONG SAID EXTENSION, SAID CENTERLINE AND ITS
93 NORTH EXTENSION TO THE NORTH LINE OF WEST 99TH STREET;

94
95 THENCE EAST ALONG SAID NORTH LINE OF WEST 99TH STREET TO THE
96 POINT OF BEGINNING;

97
98 ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.
99

100
101
102 Legal Description completed August 22, 2013 by:

103
104 Alfred Benesch & Company
105

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107
108

Illinois Professional Land Surveyor No. 3685

109 License expires November 30, 2014

SSA 64

25-07-216-025-0000
25-07-216-026-0000
25-07-217-052-0000
25-07-217-054-0000
25-07-217-066-0000
25-07-217-067-0000
25-07-402-012-0000
25-07-402-016-0000
25-07-402-017-0000
25-07-402-018-0000
25-07-402-019-0000
25-07-402-020-0000
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25-07-402-023-0000
25-07-402-024-0000
25-07-402-025-0000
25-07-402-026-0000
25-07-403-001-0000
25-07-403-002-0000
25-07-403-003-0000
25-07-403-004-0000
25-07-403-005-0000
25-07-403-006-0000
25-07-403-007-0000
25-07-403-008-0000
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25-07-403-010-0000
25-07-404-001-0000
25-07-404-063-0000
25-07-500-004-0000
25-07-999-001-0000