



City of Chicago Office of the City Clerk

City Hall
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Chicago, IL 60602
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Legislation Referred to Committees at the Chicago City Council Meeting 11/13/2013 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
Agreement(s) - Collective Bargaining				
1	O2013-8448	Collective Bargaining Agreement with Unit 156 - Sergeants	Emanuel (Mayor)	Workforce Development
Agreement(s) - Intergovernmental				
2	O2013-8446	Intergovernmental agreement with Chicago Park District for provision of Tax Increment Financing (TIF) funds for Douglas Park improvements	Emanuel (Mayor)	Finance
3	O2013-9077	Intergovernmental agreement with Regional Transportation Authority and Chicago Transit Authority for allocation of Motor Fuel Tax funds for operational expenses	Emanuel (Mayor)	Budget
Agreement(s) - Lease				
4	O2013-8462	Lease agreement with 571 W. Polk, LLC governing access to property at 800 S DesPlaines St	Emanuel (Mayor)	Housing <i>Redacted Record</i>
Airports				
5	O2013-8554	Amendment to Midway International Airport use agreement and facilities lease	Emanuel (Mayor)	Aviation
Appointment(s)				
6	A2013-124	Appointment of Claudia P. Rodriguez as member of Special Service Area No. 25, Little Village Commission	Emanuel (Mayor)	Finance
7	A2013-126	Appointment of Frank G. Cooper as member of Special Service Area No. 47, 47th Street and Cottage Grove Commission	Emanuel (Mayor)	Finance
General Permit				
8	O2013-8587	General permit for Metropolitan Water Reclamation District of Greater Chicago for access to property at 31st St and Sacramento Ave	Emanuel (Mayor)	Housing
Grant of Easement				
9	O2013-8458	Grant of Easement with People's Gas, Light and Coke Company for access to 810 W Addison St for purposes of installing, repairing and maintaining gas services to property at 3600 N Halsted St	Emanuel (Mayor)	Housing
Motor Fuel Tax Funds				
10	O2013-9078	Expenditure of portion of Motor Fuel Tax Fund allocated to City of Chicago for year 2014	Emanuel (Mayor)	Budget

Legislation Referred to Committees at the Chicago City Council Meeting
11/13/2013
Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Municipal Code Amendment(s)			
11	O2013-8465	Amendment of Titles 3, 4, 9 and 17 of Municipal Code regarding various fines and fees (2014 Revenue Ordinance)	Emanuel (Mayor) Finance
12	O2013-8498	Amendment of Chapter 2-156 of Municipal Code regarding contractor reporting requirements	Emanuel (Mayor) Budget
13	O2013-8505	Amendment of Titles 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 16 and 17 of Municipal Code regarding various department functions and duties (2014 Management Ordinance)	Emanuel (Mayor) Budget
14	O2013-8515	Amendment of Chapter 9-108 of Municipal Code regarding horse-drawn carriage regulations	Emanuel (Mayor) License
15	O2013-8566	Amendment of Titles 2 and 5 of Municipal Code regarding fines, damages and frivolous complaints	Emanuel (Mayor) Human Relations
Reappointment(s)			
16	A2013-125	Reappointment of Neer S. Patel and Jeannine M. Simkus as members of Special Service Area No. 35, Lincoln Avenue Commission	Emanuel (Mayor) Finance
Tax Increment Financing			
17	O2013-8444	Amendment No. 4 to Michigan/Cermak Tax Increment Financing (TIF) redevelopment project and plan	Emanuel (Mayor) Finance
Taxes/Tax Levies			
18	O2013-8454	2014 property tax levy	Emanuel (Mayor) Finance



City of Chicago



O2013-8448

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Collective Bargaining Agreement with Unit 156 - Sergeants
Committee(s) Assignment:	Committee on Workforce Development and Audit



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with Unit 156 - Sergeants.

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. The City Council hereby approves the attached agreement between the City of Chicago and the Policemen's Benevolent and Protective Association of Illinois, Unit 156, Sergeants. The Mayor is authorized to execute this agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

AGREEMENT

BETWEEN THE

CITY OF CHICAGO

AND THE

**POLICEMEN'S BENEVOLENT & PROTECTIVE
ASSOCIATION OF ILLINOIS, UNIT 156-SERGEANTS**

EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2016

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ARTICLE 1 PREAMBLE

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation, (hereinafter referred to as the "Employer") and the Policemen's Benevolent & Protective Association of Illinois, Unit 156-Sergeants (hereinafter referred to as "Unit 156-Sergeants").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and Unit 156-Sergeants, to promote efficiency and effectiveness in the Department of Police (hereinafter referred to as the "Department"), to establish wages, hours, standards and other terms and conditions of employment for Sergeants covered by this Agreement and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement. This Agreement shall take effect on the effective date of an ordinance approving the Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree, as follows:

ARTICLE 2 RECOGNITION AND UNIT WORK

Pursuant to the certification of the Illinois Local Labor Relations Board dated December 13, 1996, the Employer recognizes Unit 156-Sergeants as the sole and exclusive collective bargaining representative for all sworn police officers in the rank of Sergeant (hereinafter referred to as "Sergeant"), excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act as set out in Appendix A.

ARTICLE 3 UNION SECURITY

Section 3.1 Maintenance of Membership and Agency Shop

A. Each Sergeant who on the effective date of this Agreement is a member of Unit 156-Sergeants and each Sergeant who becomes a member after that date, shall, as a condition of employment, maintain membership in good standing in Unit 156-Sergeants during the term of this Agreement.

B. Any present Sergeant who is not a member of Unit 156-Sergeants shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Unit 156-Sergeants dues) of the cost of the collective bargaining process and contract administration. All Sergeants who are promoted into Unit 156-Sergeants on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth day following their promotion, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

Section 3.2 Dues Deduction

A. With respect to any Sergeant (i) who is covered by this Agreement or who was covered by this Agreement and is on a leave of absence from the Sergeant rank to serve in an exempt position within the Department and (ii) on whose behalf the Employer receives written authorization in a form agreed upon by Unit 156-Sergeants and the Employer, the Employer shall deduct from the wages of the Sergeant or exempt member the dues and/or financial obligations uniformly required and shall forward the full amount to Unit 156-Sergeants by the tenth day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by Unit 156-Sergeants. Authorization for such deductions shall be irrevocable, unless revoked by written notice to the Employer and Unit 156-Sergeants during the fifteen- (15-) day period prior to the expiration of this Agreement. The Employer will not similarly deduct the dues of any other organization as to Sergeants covered by this Agreement.

B. With respect to any Sergeant on whose behalf the Employer has not received a written authorization as provided for in subsection (A), the Employer shall deduct from the wages of the Sergeant the fair share financial obligation (including any retroactive amount due and owing) and shall forward said amount to Unit 156-Sergeants by the tenth day of the month following the month in which the deduction is made, subject only to the following:

1. Unit 156-Sergeants has certified to the Employer that the affected Sergeant has been delinquent in his/her obligation for at least sixty (60) days;
2. Unit 156-Sergeants has certified to the Employer that the affected Sergeant has been notified in writing of the obligation and the requirement of each provision of this Article; and
3. Unit 156-Sergeants has certified to the Employer that the affected Sergeant has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to appear before Unit 156-Sergeants or its designee for the purpose of being heard on said objections.

C. The provisions of this Section that apply to Sergeants who are on leaves of absence from the Sergeant rank to serve in exempt positions within the Department are not subject to the grievance and arbitration procedure set forth in this Agreement.

Section 3.3 Indemnity

Unit 156-Sergeants shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with this Article or in reliance on any list, notices, certifications or assignments furnished under any of its provisions.

Section 3.4 *Bona Fide* Religious Belief

This Article shall not be enforced in a manner inconsistent with Section 6(g) of the Illinois Public Labor Relations Act based upon the *bona fide* religious tenets or teachings of a church or religious body of which such Sergeants are members, provided, however, that such Sergeants may be required to pay an amount equal to a lawful fair share to a non-religious charitable organization mutually agreed upon by the affected Sergeants and Unit 156-Sergeants.

Section 3.5 Unit 156-Sergeants Presentation at Orientation

The Employer shall grant Unit 156-Sergeants an opportunity during the orientation of newly promoted Sergeants to present the benefits of membership in Unit 156-Sergeants.

ARTICLE 4 MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, the following:

- A. To determine the organization and operations of the Department;
- B. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- C. To set standards for the services to be offered to the public;
- D. To direct the Sergeants of the Department, including the right to assign work and overtime;
- E. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule Sergeants;
- F. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve Sergeants from duties because of a lack of work or funds or for other proper reasons;
- G. To contract out work when essential in the exercise of police power;
- H. To establish work schedules and determine the starting and quitting times and the number of hours to be worked;
- I. To establish, modify, combine or abolish job positions and classifications;
- J. To add, delete or alter methods of operation, equipment or facilities;
- K. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

- L. To establish, implement and maintain an effective internal control program;
- M. To suspend, demote, discharge or take other disciplinary action against Sergeants for just cause; and
- N. To add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance and arbitration procedure contained herein, provided that no right is exercised contrary to, or inconsistent with, other terms of this Agreement.

ARTICLE 4A ACCOUNTABILITY OF SERGEANTS

Police Sergeants, as with all police officers, are agents of the Employer and the Department who shall serve, represent and execute such professional policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Department as such policies, procedures and directives may be established. Within the scope of these professional policies, procedures and directives, Sergeants are to prepare, oversee and monitor the performance of Department officers and employees and to evaluate the performance of subordinates in order to make such recommendations to the Superintendent of Police (hereinafter referred to as the "Superintendent") which will allow the Superintendent to exercise complete and independent discretion relating to such matters.

ARTICLE 5 NO STRIKE

Section 5.1 No Strike Commitment

Neither Unit 156-Sergeants nor any Sergeant will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage or other concerted refusal to perform duties by any Sergeant or Sergeant group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither Unit 156-Sergeants nor any Sergeant shall refuse to cross any picket line by whoever established.

Section 5.2 Resumption of Operations

In the event of an action prohibited by Section 5.1, Unit 156-Sergeants immediately shall disavow such action and request the Sergeants to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Unit 156-Sergeants, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.3 Union Liability

Upon the failure of Unit 156-Sergeants to comply with the provisions of Section 5.2, any agent or official of Unit 156-Sergeants who is a Sergeant covered by this Agreement may be subject to the provisions of Section 5.4.

Section 5.4 Discipline of Strikers

Any Sergeant who violates the provisions of Section 5.1 shall be subject to immediate discharge. Any action taken by the Employer against any Sergeant who participates in an action prohibited by Section 5.1 shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether a Sergeant in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 6 BILL OF RIGHTS

Section 6.1 Conduct of Disciplinary Investigation

Whenever a Sergeant covered by this Agreement is the subject of a disciplinary investigation other than summary punishment, the interrogation will be conducted in the following manner:

A. The interrogation of the Sergeant, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, preferably while the Sergeant is on duty, or, if feasible, during daylight hours.

B. The interrogation, depending upon the allegation, will normally take place at the Sergeant's Unit of assignment, the Independent Police Review Authority, the Internal Affairs Division or other appropriate location.

C. Prior to an interrogation, the Sergeant under investigation shall be informed of the identities of the person in charge of the investigation, the interrogation officer and all persons present during the interrogation. When a formal statement is being taken, all questions directed to the Sergeant under interrogation shall be asked by and through one interrogator.

D. Unless the Superintendent specifically authorizes in writing, no complaint or allegation of any misconduct concerning any incident or event which occurred five (5) years prior to the date the complaint or allegation became known to the Department shall be made the subject of a Complaint Register investigation or be re-opened or re-investigated after five (5) years from the date the Complaint Register number was issued.

E. No anonymous complaint made against a Sergeant shall be made the subject of a Complaint Register investigation, unless the allegation is a violation of the Illinois Criminal Code, the criminal code of another state of the United States or a criminal violation of a federal statute.

F. No anonymous complaint regarding residency or medical roll abuse shall be made the subject of a Complaint Register investigation until verified. No ramifications will result regarding issues other than residency or medical roll abuse from information discovered during an investigation of an anonymous complaint regarding residency or medical roll abuse, unless of a criminal nature as defined in the preceding paragraph.

G. Immediately prior to the interrogation of a Sergeant under investigation, the Sergeant shall be informed, in writing, of the nature of the complaint, the names of all complainants and the specific date, time and, if relevant, location of the incident.

H. The length of interrogation sessions will be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

I. A Sergeant under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.

J. A Sergeant under investigation will be provided with a copy of any and all statements the Sergeant has made that are recorded either audio electronically or in writing within seventy-two (72) hours of the time the statement was made. In the event a re-interrogation of the Sergeant is required within the seventy-two- (72-) hour period following the initial interrogation, the Sergeant will be provided with a copy of his/her initial statement before the subsequent interrogation.

K. If the allegation under investigation indicates a recommendation for separation is probable against the Sergeant, the Sergeant will be given the statutory administrative proceedings rights, or, if the allegation indicates criminal prosecution is probable against the Sergeant, the Sergeant will be given the constitutional rights concerning self-incrimination prior to the commencement of the interrogation.

L. A Sergeant under interrogation shall have the right to be represented by counsel of his/her own choice and to have that counsel present at all times during the interrogation, and/or, at the request of the Sergeant under interrogation, the Sergeant shall have the right to be represented by a representative of Unit 156-Sergeants and to have that representative present at all times during the interrogation. The Unit 156-Sergeants representative shall be a Sergeant covered by Article 17 or an off-duty Sergeant designated by Unit 156-Sergeants. The interrogation shall be suspended for a reasonable time until representation can be obtained.

M. Prior to the imposition of discipline, the Sergeant will be informed of the rule violated and the corresponding specifications of misconduct, including the date, time, location and manner in which the rule was violated.

N. The provisions of this Agreement shall be deemed to authorize the Independent Police Review Authority and the Internal Affairs Division to require Sergeants under interrogation to provide audio-recorded statements, provided that the provisions in Section 6.1 are satisfied.

O. If a Sergeant provides a statement during the investigation conducted promptly following a shooting incident and then is later interrogated by the Independent Police Review Authority or the Internal Affairs Division as part of an investigation related to such incident, the Sergeant shall be provided with a copy of the portion of any official report that purportedly summarizes his/her prior statement before the interrogation.

Section 6.2 Witness Statements in Disciplinary Investigations

When a Sergeant covered by this Agreement is required to give a statement in the presence of an observer, as a witness in a disciplinary investigation other than summary punishment, or as a witness in a police-related shooting investigation, at the request of the Sergeant the interview shall be conducted in the following manner:

A. The interview of the Sergeant shall be scheduled at a reasonable time, preferably while the Sergeant is on duty, or, if feasible, during daylight hours.

B. The interview, depending on the nature of the investigation, will normally take place at the Sergeant's Unit of assignment, the Independent Police Review Authority, the Internal Affairs Division or other appropriate location.

C. Prior to an interview, the Sergeant being interviewed shall be informed of the identities of the person in charge of the investigation, the interviewing officer and all persons present during the interview and the nature of the complaint, including the date, time, location and relevant Records Division ("R.D.") number, if known. When a formal statement is being taken, all questions directed to the Sergeant being interviewed shall be asked by and through one interviewer.

D. The Sergeant will be provided with a copy of any and all statements he/she has made that are recorded either audio electronically or in writing within seventy-two (72) hours of the time the statement was made. In the event a re-interview of the Sergeant is required within the seventy-two- (72-) hour period following the initial interview, the Sergeant will be provided with a copy of his/her initial statement before the subsequent interview.

E. A Sergeant being interviewed pursuant to this Section shall, upon his/her request, have the right to be represented by counsel of his/her own choice and to have that counsel present at all times during the interview, or, at the request of the Sergeant being interviewed, the Sergeant shall have the right to be represented by a representative of Unit 156-Sergeants and to have that representative present at all times during the interview. The Unit 156-Sergeants representative shall be a Sergeant covered by Article 17 or an off-duty Sergeant designated by Unit 156-Sergeants. For purposes of this subsection, "represented" shall mean that the Sergeant's counsel and/or representative shall only advise the Sergeant, but shall not in any way interfere with the interview. The interview shall be postponed for a reasonable time, but in no case for more than forty-eight (48) hours from the time the Sergeant is informed of the request for an interview and the general subject matter thereof and his/her counsel or representative can be present, provided that, in any event, interviews in shooting cases may be postponed for no more than two (2) hours.

F. This Section shall not apply to questions from a supervisor in the course of performing his/her normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports, except To-From-Subject Reports that relate to the Sergeant as a witness to a police-related shooting.

G. The length of interviews will be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

H. The provisions of this Agreement shall be deemed to authorize the Independent Police Review Authority and the Internal Affairs Division to require Sergeants being interviewed to provide audio-recorded statements, provided that the provisions in Section 6.2 are satisfied.

I. If a Sergeant provides a statement during the investigation conducted promptly following a shooting incident and then is later interviewed by the Independent Police Review Authority or the Internal Affairs Division as part of an investigation related to such incident, the Sergeant shall be provided with a copy of the portion of any official report that purportedly summarizes his/her prior statement before the interview.

Section 6.3 Non-Adoption of Ordinance

The Employer shall not adopt any ordinance and the Department shall not adopt any regulation which prohibits the right of a Sergeant to bring suit arising out of his/her duties as a Sergeant.

Section 6.4 Photo Dissemination

No photo of a Sergeant under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to an adverse decision being rendered by the Police Board.

Section 6.5 Compulsion of Testimony

The Department shall not compel a Sergeant under investigation to speak or testify before or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

Section 6.6 Polygraph

No Sergeant shall be disciplined for a refusal to take a polygraph examination, and the results of the polygraph examination shall not be admissible as evidence in proceedings before the Police Board or in any proceeding where the Sergeant may appeal to the Police Board, unless by Illinois or federal court decision or statute such evidence shall become admissible before the Police Board.

In the event that the results of a polygraph examination become admissible as evidence before the Police Board and the Department determines a polygraph examination is necessary, the complainant will be requested to take a polygraph examination first. If the complainant refuses to take a polygraph examination, the accused Sergeant will not be requested to take a polygraph examination. If the complainant takes the polygraph examination and the results indicate deception, the accused Sergeant may be requested to take a polygraph examination covering those issues wherein the examiner determines that the complainant is truthful.

When the polygraph is used, the accused Sergeant will be advised twenty-four (24) hours prior to the administering of the test, in writing, of any questions to which the Department will request an answer.

Section 6.7 Disclosure

A Sergeant shall not be required to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her family or household), unless such information is reasonably necessary to monitor the performance of the Sergeant's job or violations of reasonable Employer rules, statutes, ordinances or this Agreement. In the administration of fringe benefits applicable to all employees of the Employer, Sergeants covered by this Agreement may be required to disclose any coverage they (including any member of their families or households) may have under health or medical insurance and the name and appropriate identification of the carrier and coverage. Except for ethic statements legally required to be filed, the parties agree that the disclosure of such personal information shall not be made available for public inspection or copying because such would be an unwarranted invasion of personal privacy of the Sergeant and/or is intended to otherwise be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 6.8 Media Information Restrictions

The identity of a Sergeant under investigation shall not be made available to the media, unless there has been a criminal conviction or an adverse decision has been rendered by the Police Board (or by the Superintendent where no appeal is taken to the Police Board). However, if the Sergeant is found innocent, the Sergeant may request and the Department shall issue a public statement.

Section 6.9 Videotaping of Witness Testimony

The testimony of all witnesses in hearings conducted by the Police Board will be video recorded in addition to the current practice of stenographically recording their testimony. The videotape, written transcripts and all evidence will be forwarded to the Police Board members for their consideration and deliberations as part of the record. Additionally, the Employer shall amend the Municipal Code of Chicago, Section 2-84-030, to conform to this Section and also to provide as follows: "No member of the Board may participate in any disciplinary recommendation or action without having read the written record and having viewed the taped testimony of the witnesses upon which said recommendation or action is based."

Section 6.10 Affidavits

When an allegation of misconduct against a Sergeant is initiated by a non-Department member, and the allegation is not of a criminal nature within the meaning of Section 6.1(E) or does not regard residency or medical roll abuse within the meaning of Section 6.1(F), the Independent Police Review Authority or the Internal Affairs Division shall secure an affidavit from the complainant. If the complainant executes the affidavit, the investigation shall proceed as a Complaint Register investigation. If the complainant refuses to execute the affidavit, the Independent Police Review Authority or the Internal Affairs Division shall, subject to the provisions below, proceed in accordance with the provisions applicable to Complaint Register investigations.

If the Independent Police Review Authority or the Internal Affairs Division determines to conduct a Complaint Register investigation where the complainant does not execute an affidavit, the appropriate official shall execute an affidavit stating that he/she has reviewed the evidence compiled in a preliminary investigation, and, based upon the sufficiency of the evidence, continued investigation of the allegation is necessary. For Independent Police Review Authority cases, the "appropriate official" shall be the Commanding Officer of the Internal Affairs Division. For Internal Affairs Division cases, the "appropriate official" shall be the Chief Administrator of the Independent Police Review Authority. If an affidavit is not executed by the Independent Police Review Authority or the Internal Affairs Division, the matter shall not be used by the Department with respect to any aspect of the Sergeant's employment.

Section 6.11 Mediation

At any time during an investigation, but usually prior to an accused Sergeant giving a statement, the parties may agree to mediate the resolution of the investigation. The "parties" shall mean the accused Sergeant, with or without his/her Unit-156 Sergeants representative, and the Employer through a representative of IAD or IPRA, as appropriate. Neither party is required to meet. The IAD/IPRA investigator assigned to the case will not be present.

During the mediation session IAD/IPRA shall serve the accused Sergeant with a Notice of Administrative Rights and a Notice of Charges and Allegations, which will include the rule violation and the factual basis therefore.

The parties shall discuss the allegations and the IAD's/IPRA's position regarding the finding of the case and the recommended penalty. Statements made and information conveyed at the mediation which are not included in the file at the time of the mediation will not be used against the Sergeant or included in the file at any later date. By accepting the agreed upon finding and recommendation, the accused Sergeant is waiving his/her right to grieve or appeal the finding and the recommendation. The accused Sergeant is not required to submit any statement or response. If the parties cannot reach an agreement, the process will continue.

If the parties agree on a penalty less than separation, it is binding on both parties. However, the Superintendent retains the right to seek the separation of an accused Sergeant.

ARTICLE 7 SUMMARY PUNISHMENT

Summary punishment action shall be considered as an alternative to formal disciplinary procedures, provided that in each such action the following shall apply:

A. The summary punishment which may be administered conforms to the "Notice to Supervisors Regarding Progressive Discipline" as set forth in this Agreement as Appendix B and is limited to the following:

1. Reprimand; or
2. Excusing a Sergeant for a minimum of one (1) day to a maximum of three (3) days without pay.

In lieu of days off without pay, a Sergeant shall be permitted to utilize accumulated elective time to satisfy the summary punishment.

B. The Department shall promulgate, maintain and publicize reasonable guidelines which will specify those acts, omissions or transgressions the violation of which will subject a Sergeant to summary punishment action and the penalties for each such violation, which shall be uniformly applied.

ARTICLE 8 EMPLOYEE SECURITY

Section 8.1 Just Cause Standard

No Sergeant covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

Section 8.2 File Inspection

The Employer's personnel files, disciplinary history files and completed inactive investigative files, except for information which the Employer deems to be confidential, shall be open and available for inspection by the affected Sergeant during regular business hours.

Section 8.3 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 8.2, shall not be used in any manner or any forum adverse to the Sergeant's interests.

Section 8.4 Use and Destruction of File Material

All Disciplinary Investigation Files, Disciplinary History Card Entries, Office of Professional Standards or Independent Police Review Authority disciplinary records, and any other disciplinary record or summary of such record other than Police Board cases, will be purged from the online file system five (5) years after the date of the incident or the date upon

which the violation is discovered, whichever is longer, and, therefore, will not be used against the Sergeant in any future disciplinary proceedings, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation or arbitration prior to the expiration of the five- (5-) year period. In such instances, the Complaint Register case files will be purged from the online file system five (5) years after the date of the final arbitration award or the final court adjudication, unless a pattern of sustained infractions exists.

Any information of an adverse employment nature which may be contained in any unfounded or exonerated file shall not be used against the Sergeant for any reason. A not sustained finding shall not be used against the Sergeant in any future proceeding.

A finding of "Sustained-Violation Noted, No Disciplinary Action" entered upon a Sergeant's disciplinary record or any record of summary punishment may be used for a period of time not to exceed one (1) year and shall thereafter be removed from the Sergeant's disciplinary record and not used for disciplinary action. The Department's finding of "Sustained-Violation Noted, No Disciplinary Action" is not subject to the grievance procedure.

Information relating to a "preventable" traffic accident involving a Department vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such "preventable" traffic accident and shall thereafter not be used and/or considered in any employment action, provided there is no intervening "preventable" traffic accident involving a Department vehicle, and if there is, the two- (2-) year period shall continue to run from the date of the most recent "preventable" traffic accident and any prior incidents which were determined to be "preventable" traffic accidents may be used and/or considered in employment actions. In no event shall any prior "preventable" traffic accident five (5) or more years old be used and/or considered.

Section 8.5 Notification

In the event the Employer receives a subpoena or other legal process (excluding discovery material) requiring the inspection, tender or submission of personnel, disciplinary or investigative records and/or files (other than a grand jury subpoena or other subpoena or process which would preclude disclosure), the Employer will promptly send a copy of such subpoena or process to the Sergeant whose records have been requested. However, failure to furnish such notice shall not in any way affect the validity of any disciplinary action or personnel action taken by the Employer, provided that Unit 156-Sergeants will not be barred from asserting and does not waive any rights a Sergeant may have to inspect or to otherwise challenge the use of files under applicable rules, statutes or this Agreement, including Article 8.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 Definition and Scope

A grievance is defined as a dispute or difference between the parties to this Agreement concerning the interpretation and/or application of this Agreement or its provisions. The separation of a Sergeant from service and suspensions in excess of thirty (30) days are

cognizable only before the Police Board and shall not be cognizable under this procedure, provided, however, that the provisions of Article 17 shall be applicable to separations.

The grievance procedure provisions herein and the Police Board procedure are mutually exclusive, and no relief shall be available under both, provided that, if the Police Board reduces a discipline of over thirty (30) days to thirty (30) days or under, the Sergeant may grieve the reduced discipline.

Section 9.2 Procedures, Steps and Time Limits

A grievance may be initiated by Unit 156-Sergeants or an aggrieved Sergeant. Any Sergeant shall have the right to present a grievance at any time, although it is understood that the Sergeant should attempt to satisfy his/her concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance may be submitted electronically and shall be processed in accordance with this Agreement. Upon request, the grievant shall be represented by an appropriate Unit 156-Sergeants representative, provided, however, the grievant Sergeant may have the grievance adjusted without a Unit 156-Sergeants representative, so long as such adjustment is not inconsistent with the provisions of this Agreement.

Step One: The grievant will first attempt to resolve the grievance with the first exempt Commanding Officer in his/her chain-of-command. In the event a resolution is not reached and the grievant desires to formalize the dispute, a grievance shall be submitted electronically to the first exempt Commanding Officer in the grievant's chain-of-command and Unit 156-Sergeants within ten (10) of the Sergeant's working days following the events or circumstances giving rise to the grievance or when first known by the grievant, or forty (40) days, whichever period is shorter. A Unit 156-Sergeants representative may accompany the grievant if requested by the grievant to attend any meeting with the exempt Commanding Officer regarding the grievance. The exempt Commanding Officer shall submit his/her decision electronically to the grievant and Unit 156-Sergeants within ten (10) of the exempt Commanding Officer's working days after the grievance was submitted.

Step Two: If the response at Step One is not satisfactory to the grievant, the grievant may pursue an adjustment through his/her designated representative by notifying Unit 156-Sergeants of his/her intent to pursue such grievance within ten (10) days of the Step One response or within ten (10) days of the expiration of the response period in Step One, whichever is sooner. Unit 156-Sergeants shall then determine whether in its opinion a valid grievance exists. Unless Unit 156-Sergeants elects to proceed, there shall be no further action taken under this procedure. If Unit 156-Sergeants chooses to proceed, it may seek a resolution or adjustment of the grievance by submitting the grievance electronically to the Management and Labor Affairs Section within twenty (20) days of the Step One response or within twenty (20) days of the expiration of the response period in Step One, whichever is sooner. Following a hearing on the issue, the Management and Labor Affairs Section shall submit its decision electronically to Unit 156-Sergeants within ten (10) days of receiving the grievance. If the grievant is directed by the Employer to meet concerning his/her grievance at a time when the grievant is not scheduled to work, he/she shall be compensated for such time at the applicable rate provided for in this

Agreement, provided that he/she shall not be compelled to attend a hearing on his/her regular day off without his/her consent.

Step Three: Within thirty (30) days of the receipt of the Step Two decision or Step Two decision due date, Unit 156-Sergeants may refer the grievance to arbitration.

Section 9.3 Arbitration of Standard Grievances

Either party may seek arbitration. If the Employer desires to proceed to arbitration, Section 9.2 does not apply. If either party proceeds to arbitration, the following procedure shall apply:

A. Within ten (10) days, the Employer and Unit 156-Sergeants shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service. Within ten (10) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and Unit 156-Sergeants each shall alternately strike names from the panel. The remaining person shall be the Arbitrator.

B. The Employer and Unit 156-Sergeants, by mutual agreement, may submit the matter for mediation before a Mediator, but mediation shall not be a pre-condition for arbitration. If the case is not resolved, the parties may exercise their right to arbitrate under this Section by request made by either party within thirty (30) days of the mediation. The Mediator shall not be selected as the Arbitrator for the same case. The parties shall split evenly the cost of the Mediator's expenses and fees.

C. The Employer or Unit 156-Sergeants, by mutual agreement, may submit the matter to expedited arbitration under the Expedited Arbitration Rules in Appendix C.

D. In all discipline cases, Complaint Register files shall be provided to Unit 156-Sergeants within fourteen (14) days of a request for such files (unless exigent circumstances exist) by Unit 156-Sergeants or Unit 156-Sergeants representatives who are sworn members of the Department, and these individuals shall be allowed to use Department or Independent Police Review Authority copying equipment to copy the requested Complaint Register files, with appropriate supervision.

E. The parties shall develop a roster of twelve (12) Arbitrators who shall commit to pre-scheduled hearing dates on a regular basis. From this roster the parties shall schedule a minimum of two (2) arbitration hearing dates per month, unless waived by mutual agreement. The parties shall make every effort (including the substitution of cases in the event of settlement or inability to try a case when scheduled) to ensure that such dates are not canceled.

F. The parties shall avoid continuances. Requests for continuances are disfavored and shall be granted only upon showing good cause.

Section 9.4 Authority of Arbitrator

A. Except as specified in subsection (B), the Arbitrator shall have no right to amend, modify, nullify, disregard, add to or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit, in writing, his/her decision to the Employer and to Unit 156-Sergeants within thirty (30) days following the close of the hearing, unless the parties agree to an extension thereof. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented and shall be final and binding upon the parties.

B. Any Sergeant who is a member of, and adheres to, the established and traditional tenets or teachings of a *bona fide* religion, body or sect which has historically held conscientious objections to financially supporting organizations such as Unit 156-Sergeants, upon proof thereof, may be excused from the obligations set forth in Section 3.1; the Arbitrator may require, in lieu of such obligations, the payment by such Sergeant of a sum equal to the fair share agency fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of Title 26 chosen by such Sergeant from a list of at least three (3) such funds to be submitted by Unit 156-Sergeants. The Employer shall not participate in, but shall be bound by, such arbitration.

If a Sergeant who holds conscientious objections pursuant to this Section requests Unit 156-Sergeants to use the grievance and arbitration procedure on the Sergeant's behalf, Unit 156-Sergeants may charge the Sergeant the reasonable costs of using the procedure.

C. With respect to grievances challenging the recommended discipline on Sergeants for non-criminal misconduct, the Employer and Unit 156-Sergeants mutually acknowledge the principle that investigations of suspected employee misconduct are to be carried out on a timely basis, and that unwarranted delays in completing disciplinary investigations may prejudice the employee's ability to respond to or defend against allegations of misconduct. Accordingly, the Arbitrator is vested with specific authority to inquire into the reason(s) for any delay in completing an investigation, whether the Sergeant has been harmed by the delay in the investigation and, further, the parties mutually acknowledge that the Arbitrator, in the process of applying the tenets of the "just cause" principle, possesses the authority to reverse or reduce any disciplinary penalty where the evidence demonstrates that a disciplinary investigation was unreasonably delayed and that a Sergeant was prejudiced thereby.

Effective for disciplinary investigations concluding ninety (90) days after the date of ratification of this collective bargaining agreement, in the event the Employer recommends a disciplinary penalty upon a Sergeant as a result of a disciplinary investigation that took more than eighteen (18) months to conclude, as measured from the date on which the disciplinary investigation was opened, upon request of Unit 156-Sergeants, the Arbitrator, who shall be the same Arbitrator selected to hear the merits of the disciplinary penalty, shall convene a hearing, preliminary to the hearing on the merits, to determine whether there was a reasonable basis for the investigation to take longer than eighteen (18) months. At this preliminary hearing the Employer shall bear the burden of demonstrating the existence of reasonable cause. "Reasonable cause" may include, but is not limited to, such factors as unavailability of the accused Sergeant

or a critical witness, delays attributable to the Sergeant or his or her attorney, the unusual complexity of the matter under investigation, the need to investigate claims or new evidence arising in the course of the investigation, the pendency of a criminal investigation involving the matter under investigation, the pendency of civil litigation involving the matter under investigation, etc. If the Arbitrator determines there was reasonable cause for the investigation to take longer than eighteen (18) months, the Arbitrator shall proceed to the hearing on the merits of the disciplinary penalty against the Sergeant.

Nothing in this sub-section C shall apply in any instance where the allegation against the Sergeant is of a criminal nature within the meaning of Section 6.1E.

Section 9.5 Expenses of Arbitrator

The fees and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his/her fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript, where requested by either party, shall be paid by the party so requesting it. The party requesting a cancellation, rescheduling or other postponement of a set hearing date shall pay the Arbitrator's cancellation fee.

Section 9.6 Processing and Time Limits

The resolution of a grievance satisfactory to Unit 156-Sergeants at any step shall be deemed a final settlement, and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by the Employer. The time limits specified in this Article may be extended or waived by mutual agreement. Grievances may be initiated at any appropriate step corresponding with the nature of the grievance and the manner in which it arose.

ARTICLE 9A MEDICAL GRIEVANCES

Section 9A.1 Psychological Review

Grievances concerning involuntary removal from active duty due to psychological or psychiatric reasons will comply with the following procedures:

Step One: A Sergeant who wants to challenge the Employer's decision to place him/her involuntarily on the medical roll will file a grievance with the Medical Administrator within ten (10) calendar days of being placed on the medical roll, or, if the Sergeant was on authorized furlough during his/her involuntary placement, within thirty-five (35) calendar days of being placed on the medical roll or within thirty-five (35) calendar days of the Sergeant on furlough being notified of placement on the medical roll.

If the Employer's psychiatrist/psychologist recommends that the Sergeant is fit for full duty and also was fit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, the Sergeant shall have any paid medical time used during

such period of being involuntarily placed on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

Step Two: For a Sergeant who has filed a timely grievance at Step One and/or when the Employer's psychiatrist/psychologist recommends that the Sergeant is unfit for full duty and was also unfit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, upon written request made by Unit 156-Sergeants within ten (10) calendar days of notice to the Sergeant that he/she is unfit for duty, Unit 156-Sergeants may file a grievance at Step Two and may request review of that decision by a three- (3-) member psychological review panel. The Sergeant shall, as promptly as feasible, be evaluated by a panel of three (3) psychiatrists or psychologists, one (1) appointed by Unit 156-Sergeants, one (1) appointed by the Employer and a third knowledgeable about police duties appointed by mutual agreement of the Employer's and Unit 156-Sergeants' psychiatrist or psychologist. This panel shall have the authority to examine and evaluate the Sergeant and recommend whether the Sergeant is fit for duty. In making its recommendations, the primary considerations of the panel shall be the protection and safety of, and need for effective service to, the public. These considerations shall prevail over all others in any case of a conflict of interests between the Sergeant and the Employer.

If the panel recommends that the Sergeant is fit for duty and was also fit when he/she was placed involuntarily on the medical roll due to psychological or psychiatric reasons, then the Sergeant shall have any paid medical time used during such involuntary period on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

If the panel determines that the Sergeant was unfit for duty at the time he/she was involuntarily placed on the medical roll, but became fit for duty sometime thereafter, the panel shall identify the point at which the Sergeant was fit for duty, and the Sergeant will be made whole for lost pay and benefits from the date that the panel determined he/she was fit for duty.

Each party shall bear the full cost of the panel member appointed by it, with the cost of the mutually appointed panel member to be split equally between the parties. The recommendations of the panel shall be binding upon the Employer, Unit 156-Sergeants and the Sergeant.

Section 9A.2 Medical Grievances

Grievances concerning medical issues (excluding issues covered under Section 9A.1) shall follow the procedure below. Medical issues are defined as grievances involving medical issues, including, but not limited to, the non-payment of injury on duty ("IOD") bills, removal of a Sergeant from duty for medical reasons, refusal to return a Sergeant to duty from the medical roll, classification of an injury as non-IOD and the Benefits Management Office's denial of payment of medical and hospital bills of a Sergeant or his/her covered dependents under the Employer's self-funded health care plan.

Step One: Initiating a Medical Grievance. Grievances concerning the Benefits Management Office's denial of payment of medical and hospital bills will be filed with the

Management and Labor Affairs Section within ten (10) working days following the events or circumstances giving rise to the grievance or when first reasonably known by the grievant.

All other grievances concerning medical issues will be filed with the Medical Administrator within ten (10) working days following the events or circumstances giving rise to the grievance or where first known by the grievant, but in no event later than thirty-five (35) calendar days following the events or circumstances giving rise to the grievance or within thirty-five (35) days of a Sergeant on furlough being notified of the events or circumstances giving rise to the grievance. If the determination at Step One is not satisfactory, Unit 156-Sergeants may by written request made within fifteen (15) days of the Step One response or the expiration of the period for said response submit the matter for mediation.

Step Two: Mediation of Medical Grievances. At mediation, representatives of Unit 156-Sergeants, the Department, the Benefits Management Office and the Committee on Finance of the City Council of the City of Chicago shall participate as needed. Any settlements reached in the mediation proceedings shall be binding upon the parties. Medical mediation sessions shall occur each thirty (30) days, unless waived by mutual agreement. The parties shall split evenly the cost of the Mediator's fees and expenses.

The grievant shall be provided with the relevant medical records within the possession of the Medical Services Section, the Committee on Finance, the Benefits Management Office and the Management and Labor Affairs Section. A release shall be required for production of medical records. The relevant medical records shall include the Medical Administrator's determination of the grievant's status and the response to the grievance. The above records shall be submitted to Unit 156-Sergeants by the Department within forty-five (45) days of the Department's receipt of Unit 156-Sergeants' releases and mediation agenda setting forth the grievants' names. Relevant records from the Medical Services Section, the Committee on Finance, the Benefits Management Office and the Management and Labor Affairs Section shall be provided as stated above and throughout the grievance process until the grievance is fully resolved.

Relevant documents to be produced by the Benefits Management Office in mediation are limited to medical records, claim forms, medical bills, explanations of benefits and recommendations to and the decision of the Benefits Committee regarding the claim. This definition of relevant records to be produced by the Benefits Management Office does not preclude Unit 156-Sergeants from subpoenaing additional relevant documentation in response to the scheduling of an arbitration of a grievance.

Step Three: Arbitration. If the grievance is not resolved at Step Two, Unit 156-Sergeants, upon written request within thirty (30) days of the date of mediation, may demand arbitration. The Mediator shall not be selected as the Arbitrator for the same case. The arbitration hearing shall be scheduled to commence within thirty (30) days of the selection of the Arbitrator, unless the parties agree otherwise. Within ten (10) days of Unit-156 Sergeants' demand for arbitration, the Employer and Unit 156-Sergeants shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service. Within five (5) days after receipt of the

list, the parties shall select an Arbitrator. Both the Employer and Unit 156-Sergeants shall alternately strike names from the list. The remaining person shall be the Arbitrator.

ARTICLE 9B SUSPENSION GRIEVANCES

Section 9B.1 Suspensions of Ten (10) Days or Fewer

A Sergeant who receives a recommendation for a suspension, not including Summary Punishment, for a period of ten (10) days or fewer, may file a grievance challenging and seeking review of that recommendation. Such grievances will be reviewed through the binding Summary Opinion process. The Summary Opinion process of review requires the Employer to provide a copy of the complete investigative file, including all internal reviews of the file, to Unit 156-Sergeants for review. An Arbitrator, selected by mutual agreement of the parties, will also receive the file from the Employer.

Unit 156-Sergeants may file a one page report to the Arbitrator making any appropriate argument addressing the findings and/or the recommendation for discipline. The Employer may not file any argument nor respond to Unit 156-Sergeants' argument unless asked to do so by the Arbitrator.

The Arbitrator will review the argument and the complete file and will issue an award granting or denying the grievance in whole or in part. The award will include the basis for the Arbitrator's opinion and award. The award will be binding on the Employer, Unit 156-Sergeants and the Sergeant.

The Sergeant will not be required to serve any of the suspension until such time as the Arbitrator's award is received. No further review of the Arbitrator's Award is available under this Agreement.

Section 9B.2 Suspensions of Eleven (11) Days or More

A Sergeant who receives a recommendation for suspension of eleven (11) days or more, not including a suspension accompanied by a recommendation for separation, may file a grievance challenging and seeking review of that recommendation. Such grievances will be sent for full arbitration on an expedited basis. The Employer will provide a copy of the complete investigative file, including all internal reviews of the file, to Unit 156-Sergeants. An Arbitrator, selected by mutual agreement of the parties, will conduct a "full" arbitration evidentiary hearing and expeditiously issue an award. The award of the Arbitrator is binding on the Employer, Unit 156-Sergeants and the Sergeant.

The Sergeant will not be required to serve any of the suspension until such time as the Arbitrator's award is received. No further review of the Arbitrator's award is available under this Agreement.

ARTICLE 10 NON-DISCRIMINATION

Section 10.1 Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all Sergeants and to develop and apply equal employment practices.

Section 10.2 Non-Discrimination

The Employer shall not discriminate against a Sergeant with regard to race, color, sex, religion, age or national origin of the Sergeant nor shall the Employer discriminate against Sergeants as a result of membership in Unit 156-Sergeants. Nothing contained in this Agreement shall be deemed to preclude the mandatory retirement of any Sergeant upon or after the attainment of age sixty-three (63). Sergeants shall not be transferred, assigned or reassigned for reasons prohibited by this Section.

Section 10.3 Religious Holiday Accommodation

The obligation to accommodate the religious beliefs of Sergeants covered by this Agreement is fulfilled if those Sergeants whose religious beliefs require that they not work, but who are scheduled to work, on a recognized religious holiday are permitted at the Sergeants' option one of the following choices in order to be excused from their regular tours of duty: (a) the use of elective time or (b) excused from duty non-disciplinary (Code 89). This option may be applied for certain recognized religious holidays of faiths whose tenets require abstinence from work, subject to the determination of the Commanding Officer that this accommodation does not unduly interfere with operational needs.

Section 10.4 Americans with Disabilities Act

In the event the Employer shall be required to make a reasonable accommodation under the Americans with Disabilities Act to the disability of an applicant or incumbent Sergeant that may be in conflict with the rights of a Sergeant under this Agreement, the Employer shall bring this matter to the attention of Unit 156-Sergeants. In the event the parties cannot reach an agreement on such accommodation, the provisions of Article 9 shall be available, and the Arbitrator shall consider the Employer's and Unit 156-Sergeants' (if any exist) obligations under the Americans with Disabilities Act and this Agreement, provided that no Sergeant shall be displaced by such decision.

ARTICLE 11 HOLIDAYS

Section 11.1 Designated Holiday

The Employer agrees that the following days shall be considered holidays:

New Year's Day

1 January

Martin Luther King, Jr.'s Birthday

Third Monday in January

Lincoln's Birthday	12 February
Washington's Birthday	Third Monday in February
Pulaski Day	First Monday in March
Community/Police Partnership Day	Last Saturday in April
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

Section 11.2 Compensation for Holidays

Compensation for the holidays listed in Section 11.1, consistent with the Sergeant's applicable work schedule, is granted as follows:

A. Sergeants who are required to work a regular tour of duty [eight (8), eight and one-half (8.5), or ten (10) hours] on a holiday will be credited with eight (8), eight and one-half (8.5), or ten (10) hours of compensatory time and four (4), four and one-quarter (4.25), or five (5) hours of compensatory time or additional pay as the Sergeant elects.

B. Sergeants whose regular day off coincides with an established holiday will be credited with eight (8), eight and one-half (8.5), or ten (10) hours of compensatory time.

C. Sergeants whose regular day off coincides with an established holiday and who are required to work a regular tour of duty [eight (8), eight and one-half (8.5), or ten (10) hours] on that holiday will be credited with twenty (20), twenty-one and one-quarter (21.25), or twenty-five (25) hours of compensatory time and four (4), four and one-quarter (4.25), or five (5) hours of compensatory time or additional pay as the Sergeant elects.

D. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of Article 20.

E. Compensatory time will not be credited to a Sergeant on a holiday if the Sergeant is on the medical roll (excluding IOD), absent due to sickness or death in the family, on military leave, suspended, excused non-disciplinary or on a leave of absence.

Section 11.3 Personal Day

A. For each calendar year, Sergeants shall be entitled to receive, in addition to the days specified in Section 11.1, six (6) personal days. Subject to the limitations set forth in subsection (B), Sergeants shall not be required to work on a personal day, provided that written notice of the personal day is given to the appropriate superior no later than ten (10) days prior to the personal day.

B. The following limitations apply to the scheduling of personal days:

1. A holiday specified in Section 11.1 may not be selected as a personal day.
2. Prior to January 1 of each year, the Department may identify up to three (3) dates for each watch during which personal days may not be scheduled.
3. Notwithstanding paragraph (2), the Department retains its existing right to deny a personal day in response to sudden or unexpected events or circumstances that customarily would require maximum sworn staffing levels. If the Department intends to exercise this right, the Department shall provide Unit 156-Sergeants with twenty-one (21) days' notice of its intent or as much notice as is possible given the events or circumstances at issue.

C. Sergeants may elect to be paid for six (6) unused personal days per year in lieu of taking the time off. Where Sergeants elect such payment, the payment shall be made by April 1 of the following year. Sergeants may carry over six (6) unused personal days for use in the following year.

D. Any dispute within a Unit as to the selection of a personal day shall be resolved by seniority as defined in Section 23.1(A).

Section 11.4 Special Compensation Time

If, as a result of a declaration by the Mayor, all employees of the Employer except for police and fire employees are given a day off or portion thereof with pay, then all Sergeants who are required to work during such excused time shall be given compensatory time off at a straight-time rate equivalent to the hours worked during such excused time.

Section 11.5 Holiday Declaration

To the extent that any additional holiday is declared by federal, state or municipal authority during the term of this Agreement, and such holiday is granted to any employee of the Employer, then said holiday shall be incorporated into Section 11.1 and compensated for as provided in Section 11.2.

ARTICLE 12 HEALTH INSURANCE AND RELATED BENEFITS

Section 12.1 Medical, Dental and Flexible Spending Account Plans

The Employer's medical and dental plans are incorporated by reference into this Agreement and described in Appendices D, E, F, G, H, I and J.

The Employer shall provide Sergeants with the opportunity to enroll in a Flexible Spending Account ("FSA") plan, which will permit Sergeants to fund, on a pre-tax basis, an individual account that the Sergeant may use to pay for qualified unreimbursed medical expenses, as provided under Section 213 of the Internal Revenue Code. Subject to Internal

Revenue Service regulations, the FSA plan will allow participants to pay the following qualified expenses on a pre-tax basis: dental expenses; vision expenses; health plan contributions, deductibles and co-payments; prescription drug co-payments and payments for over-the-counter drugs; and other unreimbursed medical expenses. Participation is voluntary, and participants may contribute up to \$2500.00 annually on a pre-tax basis, which will be deducted pro-rata each payroll period. Sergeants may enroll in the FSA plan or change the amount of their elections once per year during open enrollment or when they have a change in family status. As mandated by the Internal Revenue Code, a “use it or lose it” rule applies to Section 125 plans. During open enrollment, the parties will engage in a joint educational campaign to inform Sergeants of the benefits of the FSA plan and otherwise increase employee participation in such plan.

The medical plan (health insurance plan) shall consist of two (2) separate alternative coverages—a PPO plan (“PPO”) and two (2) HMO plans (“HMO”). In the event that a new health care plan becomes available to the Employer during a plan year, the Employer shall have the right to include that new plan in the plan alternatives upon reasonable prior notice to and discussion with Unit 156-Sergeants.

The Employer shall make available to Sergeants and their eligible dependents summaries of the benefits provided by the Employer’s health care plan either electronically or in print with the cost of any printing to be borne by the Employer.

The plans for both medical and dental benefits, including the provisions on eligibility and self-contribution rules and amounts in effect as of the date of this Agreement, may not be changed by the Employer without the agreement of Unit 156-Sergeants; however, any changes during the term of this Agreement relating to health care (including, but not limited to, changes in employee contributions, deductibles or out-of-pocket limits) agreed to with Lodge 7 and applicable to bargaining unit members represented by Lodge 7 or Fire Lieutenants represented by Local 2, shall be applicable to Sergeants covered by this Agreement. Any increases in deductibles or out-of-pocket limits affecting the higher health care contribution band shall not exceed an increase in deductibles or out-of-pocket limits for the lower health care contribution band.

The Employer agrees to make available to the following other persons the above-described hospitalization and medical program and the dental plan: Sergeants who retire on or after age sixty (60) and their eligible dependents; widows and children of Sergeants killed in the line of duty; former Sergeants on pension disability (both duty and occupational) and their eligible dependents; and widows and children of deceased Sergeants who were formerly on pension disability (both duty and occupational). The Employer will contribute the full cost of coverage for any of the above-enumerated Sergeants who elect coverage under any plan or plans. However, coverage under a plan for such Sergeants shall terminate when a Sergeant either reaches the age for full Medicare eligibility under federal law or ceases to be a dependent as defined in a plan, whichever occurs first. After a Sergeant reaches the age for full Medicare eligibility, the Sergeant shall be covered under the medical program for annuitants, provided the person pays the applicable contributions.

Section 12.2 Chicago Labor-Management Trust

Unit 156-Sergeants commits to becoming a signatory labor organization of the labor-management cooperation committee known as the Chicago Labor-Management Trust ("Trust") and shall have one (1) Trustee appointed to the Trust. Upon the ratification of this Agreement, Unit 156-Sergeants agrees to meet with the Employer and representatives from the signatory labor organizations to the Agreement and Declaration of Trust establishing the Trust ("Trust Agreement") for the purpose of determining the guidelines and procedures to be used in expanding the Trust to include the members of the bargaining unit. After Unit 156-Sergeants becomes a signatory labor organization to the Trust, Unit 156-Sergeants shall be afforded the same right to withdraw from the Trust as is granted to any other signatory labor organization pursuant to the Trust Agreement.

Section 12.3 Health Care Reopener

A. Each party reserves the right to reopen this Agreement to negotiate the health care plan set forth in this Agreement for the following reasons:

1. Any change in the applicable laws, including a universal, national or state health care program, mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement and that affects the health care benefits offered to bargaining unit members; or
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the formation and administration of the Trust referenced in Section 12.2 and as defined in the Trust Agreement.

B. If any one of the foregoing events or conditions occurs, either party has thirty (30) days to notify the other party in writing of its intent to reopen this Agreement to negotiate the health care plan set forth in this Agreement. Thereafter, the parties have ninety (90) days within which to reach an agreement.

C. In the event that this Agreement is reopened to negotiate the health care plan, the health care plan in effect at the time the Agreement is reopened shall not be changed by the Employer without the written consent of Unit 156-Sergeants. If the parties are unable to agree on modifications to the health care plan, the dispute shall be submitted to interest arbitration in accordance with Section 28.3(B).

Section 12.4 Ambulance Fees

Sergeants and their eligible dependents will be exempt from fees for emergency medical services performed by the Chicago Fire Department.

ARTICLE 13 LAYOFFS AND RE-EMPLOYMENT

Section 13.1 Priority of Layoffs

No Sergeant in the bargaining unit shall be laid off until all sworn police officers (including probationary police officers) have been laid off.

Section 13.2 Notice of Layoffs

When there is an impending layoff with respect to any Sergeants in the bargaining unit, the Employer shall inform Unit 156-Sergeants, in writing, no later than thirty (30) days prior to such layoff. The Employer will provide Unit 156-Sergeants with the names of all Sergeants to be laid off prior to the layoff. Sergeants shall be laid off in accordance with their seniority (i.e., time in grade). The Sergeants with the least amount of seniority shall be laid off first. All Sergeants shall receive notice, in writing, of the layoff at least thirty (30) days in advance of the effective date of such layoff.

Section 13.3 Recall

Any Sergeant who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority, provided the Sergeant is fully qualified to perform the work to which he/she is recalled without further specialized training. No police officer shall be promoted to Sergeant while a Sergeant is on layoff. Any Sergeant who has been laid off shall receive when recalled the salary rate that would have been received by the Sergeant had the Sergeant never been laid off.

ARTICLE 14 BULLETIN BOARDS

The Employer shall provide Unit 156-Sergeants with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis where none are available, upon which Unit 156-Sergeants may post its notices.

ARTICLE 15 SAFETY ISSUES

Section 15.1 Cooperation

The Employer and Unit 156-Sergeants agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities.

Section 15.2 Safety Committee

Unit 156-Sergeants and the Employer shall establish a Safety Committee composed of one (1) Sergeant, one (1) Lieutenant and one (1) Captain designated by Unit 156-Sergeants and up to three (3) members designated by the Employer. The Committee shall meet at least semi-annually, unless waived by mutual agreement, or more frequently by mutual agreement, for the

purpose of discussing and investigating safety and health issues relating to Sergeants and to recommend reasonable safety and health criteria relating to equipment and facilities. Formal recommendations of the Committee shall be submitted, in writing, to the Superintendent or his/her designee with a copy to Unit 156-Sergeants, but such recommendations shall not be binding upon the Employer or Unit 156-Sergeants. In addition to Committee recommendations, Unit 156-Sergeants may submit additional written recommendations to the Superintendent.

For purposes of this Section, the term "investigating" shall be limited to the right of Unit 156-Sergeants Committee members to obtain information upon request, receive minutes of other Department safety meetings (if any), observe conditions regarding identified safety and health hazards and discuss such matters with Sergeants and members of management, provided such discussions do not unduly interfere with the performance of duty by any Sergeant or Committee member.

In the event the Employer agrees, in writing, to adopt the recommendation of the Committee or Unit 156-Sergeants, the recommendation shall be implemented within a reasonable period of time, unless the failure to implement in a timely fashion was beyond the reasonable control of the Employer. However, no monetary relief shall result from the failure to implement any such recommendation.

If the Superintendent or the Superintendent's designee disagrees with the recommendation of the Committee or Unit 156-Sergeants, he/she shall so notify the Committee or Unit 156-Sergeants in writing within ten (10) days. Within ten (10) calendar days of such notice, Unit 156-Sergeants may request arbitration of any such dispute if such dispute raises a good faith issue regarding the use of equipment or materials which are alleged to present a serious risk to the health or safety of a Sergeant beyond that which is inherent in the normal performance of police duties. The decision of the Arbitrator under this Section shall be advisory only and shall not be binding upon the Employer, provided that this procedure shall not be exclusive and shall not affect the right of a Sergeant or Unit 156-Sergeants to invoke Article 9 where otherwise appropriate. No such advisory opinion shall constitute a determination of the existence of any safety or health hazard under this Agreement nor shall any such advisory opinion be introduced in any proceeding under Article 9.

Section 15.3 Disabling Defects

No Sergeant shall be required to use any equipment that has been designated by both Unit 156-Sergeants and the Employer as being defective because of a disabling condition, unless the disabling condition has been corrected.

Section 15.4 Notices

The Employer shall post all safety and health notices required by law in conspicuous places where notices to employees are customarily posted.

ARTICLE 16 SECONDARY EMPLOYMENT

The Employer reserves the right to restrict secondary employment when it has reasonable cause to believe that the number of hours which the Sergeant spends on secondary employment is adversely affecting his/her performance. The Employer retains the existing right to limit, restrict or prohibit the nature or type of secondary employment that a Sergeant undertakes.

ARTICLE 17 UNIT 156-SERGEANTS REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 17.1 Meeting Participation and Scheduling

The Employer recognizes and agrees to meet with Unit 156-Sergeants' representatives relating to matters covered by this Agreement. Meetings shall occur at reasonable times by mutual agreement. The names of designated representatives shall be certified to the Employer, in writing, by Unit 156-Sergeants.

Section 17.2 Unit 156-Sergeants Representatives

For purpose of the administration and operation of Unit 156-Sergeants, and for the purpose of conducting union business for Unit 156-Sergeants, the Employer shall grant three (3) Sergeants designated by the President of Unit 156-Sergeants paid time off to be used in a manner determined by Unit 156-Sergeants. During such paid time off, the Employer shall continue to pay the Sergeant all salary and maintain all benefits, including pension contributions and seniority accruals, as if the Sergeant were on duty with the Employer, provided that Unit 156-Sergeants reimburses the Employer an amount equal to the paid time off for said salary and benefits.

Section 17.3 Attendance at Unit 156-Sergeants Meetings

Subject to emergencies and the need for orderly scheduling, the Employer agrees that elected officials and members of the Board of Directors of Unit 156-Sergeants shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of Unit 156-Sergeants, provided that at least forty-eight (48) hours' notice of such meetings shall be given, in writing, to the Employer, and provided further that the names of all such officials and Sergeants shall be certified, in writing, to the Employer.

Section 17.4 Grievance Processing

Reasonable time shall be permitted Unit 156-Sergeants representatives for the purpose of aiding, assisting or otherwise representing Sergeants in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 17.5 Attendance at State and National Conferences

A. Subject to staffing needs, a maximum of five (5) appointed or elected delegates will be permitted to attend state and national conferences of the Policemen's Benevolent & Protective Association of Illinois and the National Association of Police Organizations. Such conference time shall be equal to the duration of the conference plus reasonable travel time to and from such conference.

B. A maximum of five (5) appointed or elected delegates of Unit 156-Sergeants will be permitted to attend state and national conventions of the Policemen's Benevolent & Protective Association of Illinois and the National Association of Police Organizations with pay. Such convention time shall be equal to the duration of the convention plus reasonable travel time to and from such convention up to a maximum of seven (7) days every two (2) years.

Section 17.6 Unit 156-Sergeants Negotiating Team

Up to three (3) members designated as being on the Unit 156-Sergeants negotiating team shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a Sergeant is in day-off status on the day of negotiations, the Sergeant will not be compensated for attending the session.

Section 17.7 Unit 156-Sergeants Activity

The Employer shall not prohibit discussion, solicitation or distribution of literature among Sergeants covered by this Agreement with respect to matters concerning Unit 156-Sergeants affairs, unless such activity interferes with the performance of the duties of any employee or with the orderly and efficient operations of the Employer, or unless it interferes with the transaction of business by the public with the Employer.

ARTICLE 18 DISABILITY INCOME

Section 18.1 IOD

Any Sergeant absent from work on account of an IOD for any period of time not exceeding twelve (12) months shall receive for each such IOD full pay and benefits for the period of absence, provided such injury or illness is certified by the Medical Administrator. Such certification shall not be unreasonably withheld.

Sergeants who have exhausted said twelve (12) month paid IOD leave shall be given the option to go voluntarily on non-paid medical leave instead of disability pension, provided as follows:

A. The Sergeant must exhaust all furlough, personal days, Baby Furlough Days and accumulated compensatory time;

B. Such non-paid leave shall continue for no more than three (3) months, plus an extension of no more than three (3) months, and shall not be granted or extended, unless the Employer determines that the Sergeant is likely to return to duty within the period of the leave or extension thereof; and

C. Such non-paid leave shall be subject to Section 23.1(B) and shall not be deemed duty disability leave.

Section 18.2 Non-IOD

Any Sergeant absent from work on account of a non-IOD injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Medical Administrator. Such certification shall not be unreasonably withheld.

Section 18.3 Certification

Certification that a Sergeant has been injured in the line of duty shall not be unreasonably withheld.

Section 18.4 Return to Duty

In order to enable Sergeants applying to return from leave for injury or illness to be processed back to duty as soon as possible, the Employer shall advise such Sergeants in advance of the records needed and other requirements they must meet in order to permit such return. The Employer must consider medical records and reports from legally qualified practitioners of the healing arts acting within the scope of their licenses, including, but not limited to, chiropractors, in its determination of whether a Sergeant is fit to return to duty.

If the Employer requires and specifies certain additional medical tests to be performed and passed as a condition of the Sergeant's return, and said tests were not, and are not normally,

performed in the normal course of appropriate medical treatment for the illness or injury involved, then the Employer shall, at its option, either provide the test or reimburse the Sergeant for the cost of both the test and any required record thereof to the extent that such cost is not covered by insurance.

The Employer shall not require a physician's certificate as a condition of return to duty from medical leave lasting three (3) days or less, except for good cause.

Section 18.5 Advisory Committee

The Employer and Unit 156-Sergeants shall establish a joint Committee to develop solutions to problems of medical leave cost and abuse. The Committee shall be advisory only.

Section 18.6 Injuries on Duty and Recurrence Claims

The Employer and Unit 156-Sergeants have agreed upon procedures which will be followed by the Medical Services Section when a Sergeant reports an injury on duty or a recurrence of an injury on duty. Those procedures are set forth in Appendix K.

Section 18.7 Employer Responsibility for Hospital, Medical and Prescription Costs and Pension Contributions

The Employer agrees to pay all hospital, medical and prescription costs of a Sergeant who is on a leave of absence for duty or occupational disability purposes, all at no cost to the Sergeant. The Employer shall make pension contributions on behalf of the Sergeant as if the Sergeant had remained in active service.

Section 18.8 Medical Benefit Statement

Upon the written request of a Sergeant who is injured or who becomes ill in the performance of his/her duties, the Employer will provide a written statement showing the period of absence and the amount of salary received during the period of absence due to such injury or illness. Upon the written request of a Sergeant on a leave of absence for ordinary, occupational or duty disability pension, the Employer will provide a statement covering the period of absence prior to retirement and the amount of the disability benefit received by the Sergeant during said period. Any statements for any calendar year required of the Employer under this Section will be provided only once.

ARTICLE 19 BEREAVEMENT LEAVE

Section 19.1 Death in Family

The Employer agrees to provide to Sergeants leave without loss of pay, as the result of a death in the family, not to exceed three (3) consecutive days, including regularly scheduled days off, within the fourteen (14) calendar days immediately following the death of a member of the immediate family.

Annual and time-due furlough will not be extended as a result of a death occurring in the Sergeant's immediate family during such furlough, unless the death occurs during the last three (3) days of the furlough period, at which time the procedure outlined above will be followed.

Section 19.2 Definition of Family

A member of the immediate family shall be defined to be any Sergeant's mother or father (including step), wife, husband, domestic partner, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.

In the event of the death of a domestic partner, the Sergeant shall be granted three (3) consecutive days of leave, including regularly scheduled days off, within the fourteen (14) calendar days immediately following the death, provided that the Sergeant has registered the name of the Sergeant's domestic partner with the Department of Personnel.

Domestic partners are defined as two (2) persons, regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six (6) months, are eighteen (18) years of age or older, not married to anyone, not related by blood closer than would bar marriage in the State of Illinois and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities.

Section 19.3 Extended Bereavement Leave

Where a Sergeant is entitled to bereavement leave pursuant to Section 19.1 and where the death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the Sergeant shall be entitled to a maximum of five (5) consecutive days. In the case of the death of a brother-in-law or a sister-in-law a Sergeant will have the option of extending the one day leave set forth in Section 19.1 for up to four (4) additional days to a maximum of five (5) days leave. For purposes of this Section, those states contiguous to Illinois are Missouri, Iowa, Wisconsin, Indiana, Kentucky and Michigan.

ARTICLE 20 HOURS AND OVERTIME

Section 20.1 Work Day, Work Week and Work Period

All time in excess of the hours worked in the normal work day and the normal work week shall be compensated as provided in this Article. The normal work period shall be twenty-eight (28) days commencing on a Sunday.

Section 20.2 Compensation for Overtime

Overtime is defined as those hours actually worked in excess of the normal work day or the normal work week. All approved overtime in excess of the normal work day or the normal work week shall be compensated at the appropriate overtime rate of time-and-one-half. For hours in excess of the normal work day or the normal work week, but less than 171 for a twenty-eight- (28-) day work period, the overtime rate will be calculated on the Sergeant's base salary

only. For hours in excess of 171 in a twenty-eight- (28-) day period, the overtime rate will be calculated in accordance with the Fair Labor Standards Act ("FLSA"). Overtime will accrue in fifteen- (15-) minute increments once Sergeants work at least eight (8) minutes in a fifteen- (15-) minute period.

A Sergeant who earns overtime pursuant to the FLSA shall be paid overtime compensation. A Sergeant who earns non-FLSA overtime shall have the option of electing pay or compensatory time consistent with the provisions of this Agreement.

Section 20.3 Sixth and Seventh Day Work

A Sergeant who is in pay status for six (6) or seven (7) consecutive days within the pay period Sunday through Saturday will be compensated at the rate of time-and-one-half for work performed on the sixth day and seventh day. Voluntary schedule changes will be exempt from this provision.

Section 20.4 Call Back/Reporting on Regular Day Off

A call back is defined as an official assignment of work (including reporting to the Medical Services Section, but not for release from the medical roll) which does not continuously precede or continuously follow a Sergeant's worked hours. Sergeants who are called back or who are required to report to any location for work on a regular day off shall be compensated for two (2) hours at the appropriate overtime rate or for the actual time worked, whichever is greater, at the overtime rate.

Section 20.5 Court Time

A. Sergeants required to attend authorized court outside their regularly scheduled working hours shall be compensated at the overtime rate with a minimum of two (2) hours, except (1) if the court time is during a Sergeant's elective time and the Sergeant knew of the court date before the request for elective time was approved, (2) while the Sergeant is on paid medical leave or (3) if the Sergeant is compensated for such time by a secondary employer.

B. Sergeants required to attend authorized court or authorized pre-trial conferences within one (1) hour immediately preceding their normal tours of duty will be compensated at the overtime rate for one (1) hour. Sergeants required to attend authorized court or authorized pre-trial conferences commencing during their tours of duty and extending beyond the normal end of the tours of duty, or commencing at the same time as their tours of duty end, will be compensated at the overtime rate on the basis of completed fifteen- (15-) minute segments. This overtime will be computed from the end of the normal tour of duty to the sign-out time at the court or at the conclusion of the pre-trial conference.

C. Court appearances during off-duty hours, with the exceptions as noted above, will be credited at the rate of time-and-one-half with a minimum of two (2) hours when the actual time spent in court is two (2) hours or less. When the actual time spent in court exceeds two (2) hours, overtime will be computed on the basis of completed fifteen- (15-) minute segments. Appearances at more than one (1) court on the same day will be computed at the rate of time-and-one-half in the following manner:

1. When the time between court appearances exceeds two (2) hours (sign-out time from the first court to sign-in time at the next court), a minimum of two (2) hours will be credited for each court appearance.
2. When the time between court appearances is two (2) hours or less, overtime will be computed on the basis of completed fifteen- (15-) minute segments for the total time between sign-in time at the first court and sign-out time at the last court. A minimum of two (2) hours will be credited when this total time is two (2) hours or less.

Section 20.6 Stand-By

Where the Employer requires a Sergeant to remain on stand-by and available for work, and the Sergeant is not able to come and go as the Sergeant pleases, such time shall be paid as time worked.

Section 20.7 Day Off Changes

A. Days off assigned on "change day" shall remain unchanged for the duration of each twenty-eight- (28-) day police period, except for the following:

1. In-service training;
2. Elective training;
3. Mandatory proficiency training;
4. Pre-service training for promotion;
5. Court appearances in excess of two (2) consecutive days; and
6. A situation where the Superintendent and the Mayor have determined in writing that a serious emergency condition exists.

B. The Employer's right to assign Sergeants for duty while on regular day-off status is unrestricted and unchallenged, provided, however, that in each such event, the Employer will pay the Sergeant so assigned the premium time under Section 20.2.

C. Changes required to implement the provisions of Section 23.2 controlling scheduled days off for Sergeants going on or returning from furlough or changes made at the request of Sergeants shall not require premium compensation.

Section 20.8 Accumulation of Compensatory Time

The Employer will not restrict an accumulation of compensatory time. The number of hours of compensatory time which a Sergeant has on record shall not be the controlling factor in determining whether a Sergeant will be allowed to take time due.

Section 20.9 Scheduled Back-to-Back Shifts

A. When a Sergeant assigned to District Law Enforcement who has worked a full tour of duty on the third watch on the preceding day is scheduled to work on the first watch, the Sergeant shall receive compensation as follows:

1. For four (4) hours worked, the Sergeant will be credited with eight (8) hours of regular pay.
2. For more than four (4) hours worked, the Sergeant shall be credited at the rate of time-and-one-half for hours worked over four (4) on the first watch in addition to the eight (8) hours of regular pay up to a maximum of fourteen (14) hours for a full tour of duty on the first watch.

B. Such compensation will not apply if the back-to-back tour of duty occurs as a result of the Sergeant's request.

C. For purposes of this Section, back-to-back shift means two (2) consecutive, but different, tours of duty. Back-to-back does not include an extension of a tour of duty, which is a continuation of duties from the prior tour of duty.

Section 20.10 Rank Credit

The Employer will credit each Sergeant with forty-five (45) minutes per day of compensatory time. Said forty-five (45) minutes per day will be credited for each day on which a Sergeant works, provided the Sergeant works at least four (4) hours that day.

Section 20.11 Duty Availability Allowance

A. All eligible Sergeants shall be paid the following quarterly payments as duty availability pay:

<u>Effective Date</u>	<u>Per Quarter</u>
July 1, 2012	\$805.00

B. Entitlement to duty availability pay is not dependent on a Sergeant being present for duty for an entire pay period.

C. In accordance with applicable law, the Employer shall treat duty availability allowance payments as pensionable.

Section 20.12 Change of Schedule

A. The Employer's right to assign Sergeants at any time and at different times during each twenty-eight- (28-) day police period remains unrestricted and unchallenged. Watch assignments and designated starting times shall be established and posted at the

beginning of each police period and shall remain in effect for the duration of the twenty-eight- (28-) day police period, except for the following:

1. In-service training;
2. Elective training;
3. Mandatory proficiency training;
4. Pre-service training for promotion;
5. Court appearances in excess of two (2) consecutive days;
6. A situation where the Superintendent and the Mayor have determined in writing that a serious emergency condition exists; and
7. Working out of grade.

However, starting times may be adjusted by the Employer (1) plus or minus two (2) hours from the designated starting time or (2) for up to seven (7) hours within the Sergeant's assigned watch for circumstances not known to the Employer forty-eight (48) hours prior to the start of the police period.

B. Any adjustment made inconsistent with the above provision, made after the start of the twenty-eight- (28-) day period, will result in payment in accordance with Section 20.2 for the hours worked outside of the Sergeant's tour of duty scheduled at the beginning of the twenty-eight- (28-) day period. Shift changes during the police period made voluntarily at the request of the Sergeant and upon approval of the Employer shall not require additional compensation. There shall be no pyramiding of overtime and/or premium pay; overtime and premium pay shall not be paid for the same hours worked.

C. This Section does not apply to a condition where the Superintendent and the Mayor have determined, in writing, that a serious emergency condition exists or to Sergeants who volunteer for duties which by their very nature require changes in starting times, including the following: personnel working in the Office of the Superintendent who are assigned to Administration, Management and Labor Affairs Section, Office of Legal Affairs, Office of News Affairs, Inspection Division, Office of Crime Control Strategies, and Office of International Relations; personnel working in the Office of the First Deputy Superintendent who are assigned to Administration, Special Events & Liaison Section, and Detached Services; personnel working in the Bureau of Patrol who are assigned to Administration, Patrol Division Sergeants who are assigned to District Tactical Teams, CAPS Sergeants, Business Liaison Sergeants, First and Eighteenth District Foot Patrol, Sergeants assigned to Area Deputy Chiefs, and Special Functions Division, only to include the Detail Unit, Bait Car Team, Bomb Tech Unit, Canine Unit, Mounted Unit, Marine and Helicopter Unit, Special Activities, SWAT, and Troubled Buildings; personnel working in the Bureau of Organized Crime; personnel working in the Bureau of Organizational Development who are assigned to Research and Development and Education and Training Division; personnel working in the Bureau of Internal Affairs; personnel working in the Bureau of Detectives who are assigned to Detective Division Mission Teams, Central

Investigations Unit, Youth Investigation Division not assigned to JISC, and Auto Theft Special Investigations and Stripping Teams; personnel working in the Bureau of Administration who are assigned to the Personnel Investigation Section of the Human Resources Division; and Sergeants assigned to dignitary protection duties as part of their regular duties, or temporary replacements therefore, excluding Sergeants assigned to visiting dignitaries.

ARTICLE 21 UNIFORMS

Section 21.1 Uniforms and Equipment Advisory Committee

One Sergeant designated by Unit 156-Sergeants shall be added to the Department's Uniforms and Equipment Advisory Committee. The Committee's function will be to offer recommendations relative to additions, deletions or modifications in the Department's Uniforms and Personal Equipment Program. The recommendations will be channeled through the Research and Development Division to the Department's Uniforms and Personal Equipment Policy Committee. Any and all recommendations made by the Committee will be advisory only.

Section 21.2 Major Changes

The Department will apprise the Uniforms and Equipment Advisory Committee whenever major changes to the Uniforms and Personal Equipment Program are anticipated.

Section 21.3 Uniform Allowance

A. Each Sergeant shall receive a uniform allowance of \$1800.00 per year payable in three (3) installments of \$600.00 on February 1, August 1 and December 1 of 2006 and each calendar year thereafter.

B. Subject to available funding, the Employer shall issue to each Sergeant a voucher that shall be used to purchase uniforms and personal equipment items which are identified by the Superintendent in accordance with the Department's Uniforms and Personal Equipment Program and which are not currently possessed by the Sergeant.

Section 21.4 Uniform Change or Modification

The Employer shall pay for the first issue of any change in, or modification of, the prescribed uniform announced and effective after January 1, 1998. Changes in the prescribed uniform required as a result of promotion to or from the position of Sergeant shall not be subject to payment by the Employer.

ARTICLE 22 INDEMNIFICATION

Section 22.1 Employer Responsibility

The Employer shall be responsible for, hold Sergeants harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any Sergeant covered by this Agreement, subject to the conditions set forth in Section 22.4.

Section 22.2 Legal Representation

Sergeants shall have legal representation by the Employer in any civil cause of action brought against a Sergeant resulting from, or arising out of, the performance of duties.

Section 22.3 Cooperation

Sergeants shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 22.4 Applicability

The Employer will provide the protections set forth in Sections 22.1 and 22.2 so long as the Sergeant is acting within the scope of his/her employment and where the Sergeant cooperates, as defined in Section 22.3, with the Employer in defense of the action or actions or claims.

Section 22.5 Expedited Arbitration

Grievances alleging a violation of Article 22 may be initiated at Step Three of the grievance procedure. In arbitrations thereunder, unless the parties agree otherwise, the hearing shall commence within thirty (30) days of the selection of the Arbitrator, and the Arbitrator shall issue his/her award, in writing, within fifteen (15) days following the close of the hearing. The full written decision of the Arbitrator may be issued within thirty (30) days of the close of the hearing.

ARTICLE 23 SENIORITY

Section 23.1 Definition and Application

A. Seniority shall be defined as a Sergeant's continuous length of service in rank subject to Section 23.1(B).

In the event two (2) or more Sergeants have the same seniority date, the Sergeant with the longest period of continuous service, as determined by referring to the Sergeants' continuous service dates, shall receive the higher seniority status.

In the event two (2) or more Sergeants have the same seniority and continuous service dates, the older Sergeant, as determined by referring to the Sergeants' dates of birth as recorded on their employment applications, shall receive the higher seniority status.

B. Advancement within the salary and quarterly differential schedule shall be determined by the Sergeant's continuous service date. The continuous service date shall be the date of last hire as a sworn member subject to the following:

1. For a Sergeant who has resigned and who has been re-hired, the continuous service date shall be determined by the continuous length of service from the date of last hire as a sworn member without consideration of the Sergeant's prior service, unless an application for re-employment was received within one (1) year of the Sergeant's resignation date, in which case the continuous service date will be adjusted to reflect the time the Sergeant was absent from the Department.
2. For Sergeants taking a leave of absence, only the days absent in excess of thirty (30) days' leave from the Employer's service without pay (other than military, duty disability, Family and Medical Leave Act leave or suspension) shall be deducted in computing the continuous service date.

C. The seniority of a Sergeant and the employment relationship shall be terminated in the following circumstances:

1. Resignation;
2. Separation (discharge);
3. Retirement;
4. Unauthorized absence for four (4) consecutive working days without notice to the Employer;
5. If laid off, failure to report fit for duty within thirty-one (31) days of the delivery of written notification of recall to the Sergeant's last known address, which notification shall be simultaneously provided to Unit 156-Sergeants;
6. Failure to report fit for duty upon the termination of an authorized leave of absence; and
7. On a layoff list for five (5) years.

Section 23.2 Furlough Scheduling

In Units in which there are two (2) or more Sergeants assigned to each watch, following the annual watch selection, a Sergeant shall select his furlough by seniority on the watch within the Unit of assignment, or, if detailed for twenty-eight (28) days or more prior to the date

selection begins, within the Unit of detail on the basis of seniority on the watch. In Units in which there are less than two (2) Sergeants assigned to each watch, a Sergeant shall select his/her furlough by seniority within rank within the Unit of assignment, or, if detailed for twenty-eight (28) days or more prior to the date selection begins, within the Unit of detail on the basis of seniority in rank. District Tactical and District Gang Tactical Sergeants shall be deemed a separate watch for purposes of this Section.

Sergeants may elect to take their full furlough or split the furlough to which they are entitled into two (2) equal segments. If a full furlough is selected or if the furlough is split, the full furlough or first one half of the furlough shall be determined in one process and on the basis of seniority in rank on the watch or in the Unit as specified in the preceding paragraph. After all Sergeants have bid for their first choice, Sergeants who have split their furlough shall select the second one half in one process and on the basis of seniority in rank on the watch or in the Unit as specified in the preceding paragraph.

A full furlough will commence on the first day of a police period. A split furlough will commence on either the first or the fifteenth day of a police period.

Compensatory time furloughs will not be scheduled for Sergeants who split their annual furloughs; however, such Sergeants shall be allowed to take a compensatory time furlough, subject to manpower requirements.

Furlough schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

Further, a Sergeant who voluntarily leaves a watch or Unit after his/her furlough selection will have his furlough segment changed if there is a Sergeant on the new watch or in the new Unit who already has the same furlough segment which results in an overage of Sergeants on furlough for that watch or in that Unit, in which event the incoming Sergeant shall have the opportunity to select from available furlough segments.

Sergeants assigned to a 4-2 work schedule will have the right to extend a furlough or furlough segment to the scheduled regular days off (RDOs) on the front and back of the furlough or furlough segment. Sergeants in the ten (10) hour work schedule or traditional work schedule will be allowed furlough extensions on either the front or back end of their furloughs to the Sunday prior to the start of the furlough or the Saturday following the end of the furlough.

Sergeants will be afforded the option of reverting to the day off group (DOG) and/or work schedule to which he or she was assigned at the time of the Annual Furlough Selection unless he or she voluntarily changed his or her work schedule or DOG. When reverting back to a DOG or work schedule, eligible Sergeants will notify his or her Unit Commanding Officer by To-From-Subject report of that intention no less than two (2) weeks prior to the reversion. The Sergeant will identify when he/she intends to revert. The Sergeant may opt to revert on the Sunday before the start of the furlough or the Sunday beginning the furlough. The Sergeant will remain in the reversion DOG/work schedule for the entire furlough. The Sergeant may remain in the reversion DOG until the Saturday following the completion of the furlough or return to his/her assigned DOG on the Sunday following the furlough.

Section 23.3 Seniority List

The Employer shall prepare a seniority list. The list shall be made available to Sergeants in each Unit. Unit 156-Sergeants shall receive a copy of said list at least quarterly. In addition to a seniority list, Unit 156-Sergeants shall be provided a seniority list in alphabetical order at least quarterly.

Section 23.4 Personal Day Selection

Any dispute within a Unit as to the selection of a personal day provided for in Section 11.3 shall be resolved by seniority.

Section 23.5 Use of Elective Time

A. Authorized elective time used to extend a furlough shall receive first priority, provided that a written request is submitted prior to the beginning of a furlough.

B. Authorized requests for other days off shall be in accordance with the following priorities if written notice of the requested day off is given to the appropriate superior no later than ten (10) days prior to the requested day off:

1. Personal days shall receive first priority;
2. Baby Furlough Days shall receive second priority;
3. Surplus vacation days shall receive third priority; and
4. Compensatory time shall receive fourth priority.

C. Any dispute within a Unit as to the selection of a day off shall first be decided by the priority schedule in this Section. Any dispute within a Unit as to the selection of a day off within the same priority schedule shall be resolved by seniority.

D. Requests for days off that are submitted less than ten (10) days from the requested day off may only be authorized after all requests submitted ten (10) or more days prior to the requested day have been authorized. Requests submitted less than ten (10) days from the requested day off shall not be subject to this priority schedule or seniority.

Section 23.6 Canceled Days Off

When operational considerations require the cancellation of days off, the following procedure will apply:

The Employer will designate the rank, watch, Units and day off groups which will have days off canceled. In those Units which have been designated to provide personnel, seniority will be the determinative factor in the selection of Sergeants required to work on their regular days off, provided that the Sergeants to be selected possess the necessary skill or special qualifications to perform the duties required. The Employer shall first seek volunteers on the

basis of seniority from among those Sergeants in said Unit. If there are insufficient volunteers, the Employer shall select Sergeants on the basis of reverse seniority.

For the purpose of this Section, a Unit may be defined as a Bureau, Division, Area, District, Section, group, watch or Tactical, Gang Tactical or Community Policing Unit.

Section 23.7 Holiday Assignment

When operational considerations require that a Sergeant of a Unit work on a holiday, as defined in Section 11.1, the most senior Sergeant will be given the option to work, provided that the holiday is the Sergeant's regular work day and watch, and further provided the Sergeant possesses the necessary skill or special qualifications to perform the duties required.

For the purpose of this Section, a Unit may be defined as a Bureau, Division, Area, District, Section, group, watch or Tactical, Gang Tactical or Community Policing Unit.

Section 23.8 Details

This Section applies to Sergeants assigned to District Law Enforcement and the Units listed in Section 32.1(C).

A. Sports Events, Parades or Festivals

When the Employer decides to assign a Sergeant to a detail outside the Area, District or Unit to a sports event, parade or festival, the Employer shall determine the watch and Unit from which Sergeants are to be assigned to the detail. The Employer shall select a Sergeant for a detail who occupies a management position on the affected watch prior to selecting a Sergeant who occupies a bid position on the affected watch for that detail. If and to the extent there are insufficient management Sergeants available on the affected watch for the detail and there are no volunteers for the detail from the affected watch, the Employer shall select the Sergeant for the detail from among the bid Sergeants on the affected watch on the basis of reverse seniority, provided that there are no management Sergeants available.

B. Temporary Manpower Shortage–Short-Term Details

When the Employer decides to detail a Sergeant to another District/Unit to provide relief for a temporary manpower shortage, the Employer will designate the District/Unit and Watch which will provide the Sergeant(s) for the detail. Sergeant(s) will then be selected in the following manner:

1. The Employer shall seek volunteers based upon seniority among Sergeants on the Watch at no additional compensation.

2. If there are insufficient volunteers, the Employer shall select a Sergeant who does not hold a District or Unit Bid from the Watch on the basis of reverse seniority.

3. If there are insufficient Sergeants on the designated Watch who do not hold District or Unit Bid positions, the Employer will offer the premium pay opportunity to the Sergeants holding District or Unit Bids in order of seniority.

C. Temporary Manpower Shortage–Long-Term Details

When the Employer decides to detail a Sergeant outside the Sergeant's District or Unit of assignment for more than thirty (30) days to provide relief for a temporary manpower shortage, the Employer will designate the District/Unit and Watch which will provide the Sergeant(s) for the detail. Sergeant(s) will then be selected in the manner set forth under paragraph (B) above.

A Sergeant will not be detailed for longer than ninety (90) days. A Sergeant who has completed a ninety (90) day detail shall be returned to his/her District or Unit of assignment and will not be required to participate in another long-term detail for the next one hundred and eighty (180) days. However, the same Sergeant may, at his/her option, agree to continue the detail until it is concluded, or for another ninety (90) days, whichever occurs first.

D. Detail Pay

A Sergeant assigned to District Law Enforcement who is detailed pursuant to Section 23.8(B)(2), (B)(3) or (C) to a District in an Area outside of his/her Area of assignment will be compensated at the rate of time-and-one-half for the duration of the detail. For purposes of this Section, Areas are North, South and Central. In the event the Employer changes or reconfigures District and/or Area boundaries, the Employer will notify and meet with Unit 156-Sergeants. Any disputes arising from the Department's changes or reconfiguration will be subject to mediation at the request of Unit 156-Sergeants.

E. Applicability

The Employer's Tactical Team and Gang Tactical Team Sergeants, Mission Team Sergeants, Foot Sergeants, Sergeants assigned to the Community Policing Office and Business Liaison Sergeants shall not be restricted in any way by this Section.

In emergency situations, or situations where the Employer reasonably anticipates civil disorder will occur, or does occur, this Section shall not apply.

If a Sergeant is detailed in any manner contrary to the provisions of this Agreement, the affected Sergeant will be entitled to compensation at the rate of time-and-one-half for the duration of the detail.

**ARTICLE 24
EDUCATIONAL REIMBURSEMENT**

The Employer agrees to provide tuition reimbursement to Sergeants for extra-Department education subject to the following conditions:

- A. To be eligible for reimbursement—
1. Each course taken must be job-related or necessary for an undergraduate or graduate degree.
 2. Proof of acceptance for a degree program must be presented upon request.
 3. Each course taken towards a college or university degree must grant college level credit.
 4. Each course must be taken through an accredited college or university.
- B. Sergeants must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.
- C. Reimbursement will be granted on the following basis:
1. Grade "A" 100%
 2. Grade "B" and any other grades classified by the school as passing 75%
- D. Reimbursement may be denied if a Sergeant's work performance is deemed inadequate or if a Sergeant has a record of sustained infractions of Department orders, directives or procedures.
- E. Reimbursement will not be granted to the extent—
1. Tuition costs are covered by the U.S. Department of Veteran's Affairs or other funds; or
 2. The program in which the Sergeant is enrolled is reimbursable through a federal grant-in-aid program for which the Sergeant is eligible.
- F. Reimbursement will be made for a maximum of two (2) courses per school term.
- G. Reimbursement will be granted when a Sergeant is required by the Superintendent to attend an educational or training program.
- H. In the event a Sergeant commences an undergraduate or graduate degree (including a law degree) program after January 1, 1997 and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the Sergeant, within one (1) year of obtaining such degree, voluntarily resigns from the Department, all tuition costs [one hundred percent (100%)] reimbursed to the Sergeant by the Employer for obtaining such degree shall be repaid to the Employer. If the Sergeant voluntarily resigns after one (1) year, but less than two (2) years, after obtaining the degree, the Sergeant shall repay one-half [fifty percent (50%)] of the tuition reimbursement to the Employer. If the Sergeant does not complete the degree program and voluntarily resigns from the Department, the Sergeant shall repay one

hundred percent (100%) of all tuition reimbursement received for any course completed within two (2) years of such resignation. Sergeants receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph. This provision shall not apply to reimbursement under Article 24(G), nor shall this provision apply to Sergeants who resign from the Department for the purpose of accepting employment within another City of Chicago department.

ARTICLE 24A EDUCATIONAL LEAVES

Sergeants may be excused without loss of pay to attend a conference, a seminar, a workshop or other function of a similar nature that is intended to (A) improve, maintain or upgrade the Sergeant's certifications, skills and professional ability and (B) benefit the Department. If a request is denied, the Sergeant will be given a reason, in writing, for the denial.

ARTICLE 25 LIFE INSURANCE

The Employer agrees to provide a \$75,000.00 life insurance benefit at no cost to each Sergeant and an AD&D benefit to be increased to \$5000.00 effective July 1, 2003. Sergeants must complete a City of Chicago Group Term Life Insurance enrollment form set, including the employee beneficiary section of the form set, in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the Sergeant to complete the enrollment form set will result in termination of the Sergeant's Basic Group Term Life Insurance coverage.

The Employer agrees to provide procedures for Sergeants to purchase optional Group Term Life Insurance and Universal Life Insurance in addition to the Basic Group Term Life Insurance coverage provided above at nominal additional cost to Sergeants. Sergeants will be permitted to purchase any amount of optional insurance coverage in \$1000.00 multiples up to an amount equal to their annual salaries rounded up to the next multiple of \$1000.00. The optional Group Term Life Insurance shall continue to be provided to Sergeants at the Employer's then current cost.

ARTICLE 26 WAGES

Section 26.1 Salary Schedule

A. Effective July 1, 2012 and thereafter, Sergeants shall receive the following percentage increases in their base salaries set forth in Appendix N, subject to the provisions of subsection (B):

<u>Effective Date</u>	<u>Percentage Increase</u>
July 1, 2012	2.00%
January 1, 2013	2.00%
January 1, 2014	2.00%
January 1, 2015	1.00%
January 1, 2016	100%

B. During the term of this Agreement, should the bargaining unit of sworn police officers currently represented by Lodge 7 of the F.O.P. or the Fire Lieutenants currently represented by Local 2 of the I.A.F.F., receive a percentage base wage increase in excess of that received by the Sergeants as set forth in A. above or improvements in step schedules (other than when a particular job function has been reclassified), the Employer shall grant Unit 156-Sergeants bargaining unit members increases equivalent to those granted to such other bargaining unit(s) over the same time period.

C. During the term of this Agreement, should there be enacted into law legislation pursuant to which Sergeants covered by this Agreement are required to increase their contributions to the Policemen's Annuity and Benefit Fund Act of the Illinois Pension Code (40 ILCS 5/5-101 et seq.) or any successor pension fund in an amount above the amount of the current annual contribution of 9% of salary, Unit 156-Sergeants may reopen this Agreement solely on the issue of wages for the purpose of renegotiating the base salary and percentage increases which shall be paid to Sergeants. Unit 156-Sergeants shall have thirty (30) days from the date it receives notice that the contributions will increase to notify the Employer, in writing, by certified mail, of its intent to reopen this Agreement. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. In the event this Agreement is reopened pursuant to this provision, the base salary and percentage increases set forth in this Agreement will not be changed or reduced without the written consent of Unit 156-Sergeants. The Employer and Unit 156-Sergeants shall have ninety (90) days to renegotiate the base salaries and percentage increases set forth in this Agreement. In the event the parties are unable to resolve the issue of base salaries and percentage increases during the ninety (90)-day negotiation period, or within any mutually agreed to extension, the dispute shall be submitted to the impasse resolution procedure set forth in Section 28.3(B).

Section 26.2 Quarterly Differential

Effective January 1, 1999 and subsequent years, the quarterly differential shall be increased by the same percentage increase as the base salary and shall be paid in accordance with Appendix M.

Section 26.3 Work Out of Grade

Any Sergeant covered by this Agreement who is directed to perform substantially all of the duties and assumes substantially all of the responsibilities of a higher rank for two (2) or more hours within a single tour of duty shall be paid at the E4 rate of pay for a full tour of duty. If the Sergeant is required to work overtime while working Out of Grade he/she shall be paid at the E4 rate for each hour worked Out of Grade and shall also be compensated at the E3 rate for each overtime hour worked consistent with the provisions of Section 20.2.

Section 26.4 Payment of Wages

Except for delays caused by payroll changes, data processing or other breakdowns, or other causes outside the Employer's control, the Employer shall continue its practice with regard to the payment of wages, which generally is as follows: (1) payment of wages provided herein shall be due and payable to a Sergeant no later than the first and sixteenth day of each month; (2) holiday premium pay shall be due and payable to the Sergeant no later than the twenty-second day of the month following the month in which the holiday premium was earned; and (3) other premium pay shall be payable to the Sergeant no later than the last day of the period following the period in which the premium work was performed. The Employer shall not change pay days except after notice to and, if requested by Unit 156-Sergeants, negotiating with Unit 156-Sergeants. "Negotiating" for the purpose of this Section shall mean as it is defined in Section 8(d) of the National Labor Relations Act.

Section 26.5 Payment of Time

A Sergeant covered by this Agreement who resigns or dies shall be entitled to and shall be paid for all unused compensatory time accumulated by said Sergeant, including furlough time, Baby Furlough Days and personal days. A Sergeant who is separated for cause shall be entitled to receive only unused compensatory time accumulated as a result of earned overtime for hours worked in excess of 171 per twenty-eight- (28-) day period.

Section 26.6 Compensatory Time Exchange

A Sergeant may exchange (cash in) accumulated compensatory time not to exceed two hundred (200) hours each year of this Agreement at the Sergeant's hourly rate at the time of payment. Application for such exchange shall be on a form provided by the Employer and at a time each year set by the Employer. In no event shall payment be made any later than March 1 of the year following application.

ARTICLE 27 RESIDENCY

All Sergeants covered by this Agreement shall be actual residents of the City of Chicago.

ARTICLE 28 DURATION, ENFORCEMENT AND DISPUTE RESOLUTION

Section 28.1 Term of Agreement

This Agreement shall be effective from July 1, 2012 and shall remain in full force and effect until June 30, 2016. It shall continue in effect from year to year thereafter, unless notice of termination is given, in writing, by certified mail, by either party no earlier than February 1, 2016 and no later than March 1, 2016. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. It is mutually agreed that the Articles and Sections shall constitute the Agreement between the parties for the period defined in this Section.

Section 28.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

Section 28.3 Impasse Resolution, Ratification and Enactment

A. If the parties reach a complete agreement as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. The agreement will first be presented to Unit 156-Sergeants' membership with the recommendation of the Executive Board for ratification.
2. Within ten (10) days after such ratification by Unit 156-Sergeants' membership, the agreement will be submitted to the City Council of the City of Chicago with the Superintendent's and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City of Chicago's Home Rule authority. The Employer and Unit 156-Sergeants shall cooperate to secure this legislative approval.

3. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the City Council's vote to discuss the reasons for the City Council's rejection and to determine whether any modifications can be made to deal with the problems, but either party may thereafter invoke arbitration in accordance with Section 28.3(B) upon ten (10) days' written notice to the other party.

For purposes of this Article, rejection by the City Council means affirmative rejection by a three-fifths (3/5) vote of the members of the City Council within thirty (30) days of the date the agreement is submitted to it.

B. If a complete agreement is not reached between the parties as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three- (3-) person Dispute Resolution Board, one (1) member to be selected by each of the parties and the third member to be jointly agreed upon by the parties.
2. The Board shall be convened and shall be composed of the following three (3) persons: one (1) appointed by the Employer, one (1) appointed by Unit 156-Sergeants and one (1) impartial member to be mutually selected and agreed upon by the Employer and Unit 156-Sergeants. If, after a period of five (5) days from the date of the appointment of the two (2) representatives of the parties, the remaining Board member has not been selected or otherwise agreed upon, then either representative may request the American Arbitration Association, or its successor in function, to furnish a list of seven (7) members of said service from which the remaining Board member shall be selected. The American Arbitration Association shall be advised that the eligibility criteria for names to be placed upon the list shall include the following: membership in the National Academy of Arbitrators; at least five (5) years' experience in labor relations dispute resolutions in either the private or public sector; U.S. citizenship; and a commitment by any such individual that, if appointed or selected, said individual agrees to comply with the time limits set forth in subsection (B)(5). Upon mutual written agreement of the Employer and Unit 156-Sergeants, the parties' right to appoint any Board members other than the impartial member may be mutually waived.
3. The list shall be immediately published, and the representative appointed by the Employer shall, within five (5) days after publication of said list, eliminate three (3) names from the list. Within two (2) days after such elimination, the representative appointed by Unit 156-Sergeants shall eliminate three (3) names from the list. The remaining individual, plus the individual appointed by the Employer and the individual appointed by Unit 156-Sergeants, shall compose the Board.

4. The member of the Board selected, pursuant to subsection (B)(3), shall act as Chairman. He/she shall be an impartial, competent and reputable individual and shall be administered and subscribe to the constitutional oath or affirmation of office. The Employer and Unit 156-Sergeants shall each pay one-half of the fees and expenses of the impartial member.
5. The Chairman shall have the authority to convene and adjourn proceedings, administer oaths, compel testimony and/or the production of documents and employ such clerical or research assistance as in his/her judgment and discretion are deemed warranted. He/she shall convene proceedings on the issues presented to the Board within ten (10) days after his/her appointment and/or selection; the Board shall make its determination within thirty (30) days after it has convened. The time limits set forth herein may be extended only upon written mutual agreement of both the Board member appointed by Unit 156-Sergeants and the Board member appointed by the Employer.
6. The Employer and Unit 156-Sergeants shall attempt to agree upon a written statement of the issue or issues to be presented to the Board. In lieu of, or in addition to, such mutual statement of issues, each party may also present its own list or statement of issues, provided only that any such issue not mutually agreed upon shall have been an issue previously the subject of negotiations or presentation at negotiations. During the course of proceedings, the Chairman shall have the authority as necessary to maintain decorum and order and may direct (absent mutual agreement) the order of procedure; the rules of evidence or procedure in any court shall not apply or be binding. The actual proceedings shall not be open to the public, and the parties understand and agree that the provisions of 5 ILCS 120/1 *et seq.* are not applicable. If, in the opinion of the impartial member of the Board, it would be appropriate to meet with either the Employer or Unit 156-Sergeants for mediation or conciliation functions, the Board may do so, provided only that notice of such meetings shall be communicated to the other party.
7. The compensation, if any, of the representatives appointed by Unit 156-Sergeants shall be paid by Unit 156-Sergeants. The compensation of the representative appointed by the Employer shall be paid by the Employer.
8. The terms decided upon by the Board shall be included in an agreement to be submitted to the City Council for adoption. The terms of this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.
9. If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the City Council's vote to discuss the reasons for the City Council's rejection and to determine whether any modifications can be made to deal with the problems, but either party may

thereafter terminate this Agreement upon ten (10) days' written notice to the other.

10. There shall be no implementation of any provisions of a successor agreement without City Council ratification and adoption in ordinance form of the agreement, except, however, that the terms of this Agreement shall remain in full force and effect until a successor agreement is adopted in ordinance form or this Agreement is terminated pursuant to subsection (B)(9).
11. As permitted by 5 ILCS 315/14(p), the impasse resolution procedure set forth herein shall govern in lieu of the statutory impasse resolution procedure provided under 5 ILCS 315/14, except that the following portions of said 315/14 shall nevertheless apply: subsections (h), (i), (k) and (m).

ARTICLE 29 BABY FURLOUGH DAYS

Section 29.1 Number of Baby Furlough Days

Sergeants shall receive four (4) Baby Furlough Days (BFDs) [eight (8), eight and one-half (8.5), or ten (10) hours for each BFD] for each calendar year, consistent with the Sergeant's applicable work schedule.

Section 29.2 Carryover of Baby Furlough Days

A Sergeant's BFDs shall be granted pursuant to and in accordance with the provisions of this Agreement and with the Department's policy of granting elective time off, except, if a Sergeant elects not to use or is denied use of all his/her BFDs in a calendar year, the Sergeant may, at the Sergeant's option, carry over up to four (4) BFDs for use as days off in the next year.

Section 29.3 Compensation for Unused Baby Furlough Days

Any BFD not used in a calendar year shall be paid at eight (8) hours per day to the eligible Sergeant in the following calendar year, except as provided for in Section 29.2. Payment shall be based upon the salary schedule in effect at the time of payment. Payment shall be made by April 1 for BFDs not used in the preceding calendar year.

ARTICLE 29A FURLOUGHS

Section 29A.1 Annual Furlough

Furlough shall be granted to Sergeants for each calendar year of this Agreement.

Section 29A.2 Furlough Days

Effective January 1, 2006 and thereafter, Sergeants shall receive twenty-five (25) working days of furlough (vacation).

Section 29A.3 Furlough Selection

Furlough shall be selected in accordance with this Agreement subject to operational needs, and approved individual furlough days may be taken by the requesting Sergeant at the discretion of the Department.

Section 29A.4 Furlough Extension

Consistent with operational needs and Department directives, furlough may be extended by the use of elective time at the request of a Sergeant with the approval of the Department.

Section 29A.5 Unused Furlough

Except as provided herein, all furlough time not taken in the calendar year shall be forfeited, unless the Sergeant was denied vacation by the Employer. If a Sergeant requests through written notice to the Employer before the first day of the twelfth police period to use remaining furlough days and is denied use of those days by the Employer, the Sergeant shall be allowed to be paid for up to five (5) unused days at the rate of pay in effect at the time of payment. Payment shall be made by April 1 for furlough days not used in the preceding calendar year.

ARTICLE 30 LEAVES

Section 30.1 Personal Leave

Applications for personal leaves of absence shall be governed by the applicable provisions of the City of Chicago Personnel Rules, provided that Unit 156-Sergeants shall be promptly notified of all personal leaves of absence and extensions thereof taken by Sergeants covered by this Agreement, and provided that no benefit regarding personal leaves of absence now enjoyed shall be diminished, modified or eliminated, unless otherwise provided for in this Agreement.

Section 30.2 Military Leave

Any Sergeant who is a member of a reserve force or a national guard of the United States or of the State of Illinois and who is ordered by appropriate authorities to attend a training program or to perform other duties under the supervision of the United States or the State of Illinois shall be granted a paid leave of absence during the period of such activity not to exceed fourteen (14) calendar days in any calendar year in the case of a member of a reserve force and not to exceed fifteen (15) calendar days in the case of a national guard. Sergeants hired after January 1, 1997 shall deposit their military pay with the City Comptroller for all days compensated by the Employer.

Sergeants who are deployed for military service in excess of fifteen (15) calendar days in a combat zone (as designated pursuant to the Executive Orders of the President of the United States) shall not be required to reimburse the Employer the amount of military pay they receive. The Employer will continue to make its pension contributions for such Sergeants.

Section 30.3 Family and Medical Leave Act

A. Sergeants who have worked 1250 hours in the preceding twelve- (12-) month period shall thereafter be entitled to a Family and Medical Leave Act ("FMLA") leave of twelve (12) work weeks during any twelve (12) months for the following reasons:

1. For the birth of a Sergeant's child and to care for the newborn child;
2. For the placement with the Sergeant of a child for adoption or foster care;
3. To care for the Sergeant's spouse, child or parent with a serious health condition; or
4. Due to a serious health condition affecting the Sergeant.

B. Such leave shall be without pay, unless the Sergeant elects to use accrued paid leave for which the Sergeant is eligible. Paid leave shall be concurrent with, and not in addition to, FMLA leave. During any leave taken under this Article, the Sergeant's health care coverage shall be maintained as if the Sergeant were working.

C. Seniority shall accrue during FMLA leave; the Employer shall continue to make its contribution, and the Sergeant shall continue to make his/her health care contributions.

D. Any Sergeant desiring to take leave under this Section shall provide reasonable advance notice to the Employer on a form provided by the Employer, which form shall be approved by Unit 156-Sergeants. Reasonable advance notice shall not be less than ten (10) days; where advance notice cannot be made, the Sergeant shall provide notice within forty-eight (48) hours after the Sergeant is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave if the Employer had actual notice. Sergeants shall have the right to return to their regular assignments and locations.

E. Except as specifically provided in this Agreement, the provisions of the FMLA, including the rules and regulations and the policies and procedures of the Employer in effect as of the date of this Agreement for FMLA leave, shall be applicable to FMLA leave.

ARTICLE 31 UNIT BENEFITS

Section 31.1 Information Exchange

A. The Department will provide Unit 156-Sergeants with a copy of all General Orders, Department Special Orders, Department Notices, Bureau of Operational Services Special

Orders and Patrol Division Special Orders and all facsimile messages relating to or amending the aforementioned.

B. The Department's daily compendium of news clippings and press releases prepared by News Affairs will be made available to Unit 156-Sergeants through the inter-Department mail service.

C. The Department will provide Unit 156-Sergeants with a copy of a quarterly listing of Unit 156-Sergeants indicating the name and current star number, Unit of assignment, Unit of detail, payroll code, seniority and continuous service dates, home address, zip code and telephone number of each listed Sergeant.

D. The Department will provide Unit 156-Sergeants with a copy of a monthly listing of Sergeants in Alpha and Unit Sequence.

E. The Department will provide Unit 156-Sergeants with a copy of all Series A and Series B Personnel Orders.

F. The Department will provide Unit 156-Sergeants with a copy of the Sworn Separation Report.

G. The Department will provide Unit 156-Sergeants with copies of staffing requests for new Department directives.

Section 31.2 Registration of Firearms

The Employer agrees not to charge or otherwise assess active Sergeants any registration fees for firearms which are duty-related. While the Sergeant is on active duty, the Employer further agrees that such firearms need only be registered once.

Section 31.3 Lockers

The Employer will provide each Sergeant with a Department locker at his/her Unit of assignment or primary work location, subject to the rules and regulations of the Department with respect to such use. Sergeants shall have a priority in locker assignments over subordinate ranks. This Section may not be grieved beyond Step Two.

Section 31.4 Maintenance of Benefits

The Employer agrees that the following benefits enjoyed by Sergeants covered by this Agreement will be maintained for the duration of the Agreement and shall not be diminished, modified or eliminated during the term of the Agreement, unless otherwise provided for in this Agreement:

- A. Rank credit;
- B. Quarterly differential;

- C. Educational benefits;
- D. Sickness in family time;
- E. Change of uniforms at District;
- F. Use of Department mailboxes where provided;
- G. Use of gymnasium facilities during off-duty hours;
- H. Physical examinations;
- I. Furloughs and compensatory (baby) furloughs;
- J. Marriage leave;
- K. Utilization of compensatory time earned in partial tour or full tour segments consistent with operational needs;
- L. Life insurance rates, including the cost of optional insurance, and optional disability insurance;
- M. One-half hour lunch period during the tour of duty; and
- N. Pension benefits as provided by statute.

Any obligation of the Employer to indemnify Sergeants for punitive damages assessed, adjudged or otherwise levied shall be based upon City of Chicago ordinances and/or state statutes providing for such indemnification.

Section 31.5 Unit Benefits

Any increases and/or enhancements during the term of this Agreement relating to any of the following economic matters agreed to with Lodge 7 shall be applicable to Sergeants covered by this Agreement:

- A. Holidays
 - 1. Holidays
 - 2. Compensation
 - 3. Personal Day
 - 4. Special Compensation Time
 - 5. Holiday Declaration
- B. Bereavement Leave
 - 1. Death in Family
 - 2. Definition of Family
 - 3. Extended Bereavement

- C. Hours and Overtime
 - 1. Work Week/Work Period
 - 2. Compensation for Overtime
 - 3. Sixth and Seventh Day
 - 4. Call Back/Reporting on Regular Day Off
 - 5. Court Time
 - 6. Stand-By
 - 7. Day Off Changes
 - 8. Accumulation of Compensatory Time
 - 9. Back-to-Back Shifts
 - 10. Duty Availability
- D. Uniform Allowance
- E. Indemnification
- F. Educational Reimbursement
- G. Life Insurance
- H. Optical Coverage
- I. Medical Provisions
 - 1. Disability Income and Practices
- J. Wages
 - 1. Wages
 - 2. Work Out of Grade
 - 3. Payment of Wages
 - 4. Payment of Time
- K. Baby Furlough Days and Furlough Days
 - 1. Number of BFDs
 - 2. Carryover of BFDs
 - 3. Compensation for Unused BFDs
 - 4. Furlough Days
- L. Personal Leaves
 - 1. Military Leaves
 - 2. Family and Medical Leave Act
- M. Maintenance of Benefits

ARTICLE 32

WATCH/DISTRICT/UNIT SELECTION

Section 32.1 Bidding Procedure for District/Unit Vacancies

A. Qualifications and Vacancies

A recognized vacancy exists when a Sergeant holding a District/Unit bid position is transferred, detailed out of the District or Unit for more than ninety (90) days, on leave of absence for more than thirty (30) days, resigns, retires, dies, is promoted or is discharged.

An eligible bidder shall be a full duty Sergeant who is able to perform in the bid position to the satisfaction of the Employer after orientation and without further training. The Employer shall select the most senior qualified bidder when the qualifications of the Sergeants involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

B. Procedures for Filling Vacant District Bid Assignments

The Employer shall post a list of District bid vacancies, if any, on the first Friday of the second, fifth, eighth and eleventh police periods. Vacancies will be posted on the C.L.E.A.R. Administrative Message Center on the above designated dates and on the Management and Labor Affairs Section website. A Sergeant may bid on up to three (3) recognized vacancies in order of preference on a Personnel Action Request (PAR) form to be supplied by the Employer. One (1) copy of the bid shall be presented to the Employer, one (1) copy shall be forwarded to Unit 156-Sergeants, and one (1) copy shall be retained by the Sergeant who submitted the bid. The bid submission must be received in the office of Management and Labor Affairs Section within ninety-six (96) hours of the official posting time. The Sergeant with the most time in rank submitting a bid shall be awarded the recognized vacancy.

The Employer shall respond to the successful bidder no later than three (3) days prior to the change day for the new twenty-eight (28) day period. A successful bidder may not bid for another District vacancy for one (1) year.

C. Procedures for Filling Vacant Unit Bid Assignments for Designated Units

Vacancies in the following Unit assignments shall be filled by bid based upon time in rank:

1. Three (3) Sergeant Unit assignments in Airport Law Enforcement South;
2. Three (3) Sergeant Unit assignments in Airport Law Enforcement North;
3. Four (4) Sergeant Unit assignments in the Public Transportation Section;
4. Three (3) Sergeant Unit assignments in the Traffic Enforcement Section;
and

5. Three (3) Sergeant Unit assignments in the Central Detection Section.

The Employer shall post a list of Sergeant Unit bid vacancies, if any, on the first Friday of the second, fifth, eighth and eleventh police periods. Vacancies will be posted on the C.L.E.A.R. Administrative Message Center on the above designated dates and on the Management and Labor Affairs Section website. A Sergeant may bid on up to three (3) recognized vacancies in order of preference in writing on a Personnel Action Request (PAR) form to be supplied by the Employer. One (1) copy of the bid shall be presented to the Employer, one (1) copy shall be forwarded to Unit 156-Sergeants, and one (1) copy shall be retained by the Sergeant who submitted the bid. The bid submission must be received in the office of Management and Labor Affairs Section within ninety-six (96) hours of the official posting time. The Sergeant with the most time in rank submitting a bid shall be awarded the recognized vacancy.

The Employer shall respond to the successful bidder no later than three (3) days prior to the change day for the new twenty-eight (28) day period. A successful bidder may not bid for another Unit vacancy for one (1) year.

When no qualified bidders exist and the Employer elects to fill the vacancy, the Employer may promote, provided an eligibility list exists, or fill the vacancy by reverse seniority.

Section 32.2 Watch Selection for District Law Enforcement

A. Tactical, Gang Tactical, Foot, Business Liaison Sergeants and Sergeants in the Community Policing Office shall be assigned at the Employer's discretion.

B. All other Sergeants assigned to District Law Enforcement shall be eligible to participate in the following process:

1. In November of each year, the Employer shall post the number of Sergeant watch positions to be assigned to each watch in each District. Of the positions assigned to each watch, five (5) watch assignments shall be eligible for bidding based on time in rank. In November of each year, a Sergeant may submit to his/her District Commander a watch preference bid.
2. Sergeants who submit watch preference bids shall be assigned to the five (5) watch assignments on each watch based on time in rank.
3. All other watch assignments shall be filled at the Employer's discretion.
4. Within ten (10) days of the completion of the watch selection process, the Employer shall provide Unit 156-Sergeants with a list of the Sergeants assigned to each watch and a list of the successful bidders by watch.

Section 32.3 Watch Selection for Units Designated in 32.1C

A. Unit Watch Assignments Eligible for Bidding

All Sergeants assigned to the Units identified in subsection 32.1C shall be eligible to participate in the following process:

1. In November of each year, the Employer shall post the number of Sergeant watch positions to be assigned to each watch in each Unit. Of the positions assigned to each watch, one (1) watch assignment shall be eligible for bidding based on time in rank. A Sergeant may submit to his/her Unit Commander a watch preference bid.
2. Sergeants who submit watch preference bids shall be assigned to the three (3) watch assignments based on time in rank.
3. All other watch assignments shall be filled at the Employer's discretion.
4. Within ten (10) days of the completion of the watch selection process, the Employer shall provide Unit 156-Sergeants with a list of the Sergeants assigned to each watch and a list of the successful bidders by watch.

B. All Other Unit Assignments

All Unit assignments, other than those identified in subsection 32.1C, shall be filled at the Employer's discretion. A Sergeant may, however, submit a Personnel Action Request (PAR) form to a Unit Commander requesting assignment to the respective Unit and describing his/her qualifications. The Unit Commander will consider the Sergeant's request if a position becomes available in such Unit, but is under no obligation to select the Sergeant to fill the position. The Employer will advise Unit 156-Sergeants of the Sergeants who have been selected to fill the position under this subsection.

Section 32.4 Changes in Watch, District or Unit Assignment

Watch and District or Unit selections by a successful bidder shall not be changed without the consent of the Sergeant, except (a) in the event of an emergency for the duration of such emergency; (b) for Sergeants identified as Personnel Concerns or for placement in a management intervention system; (c) for Sergeants in limited duty status for the duration of such status; (d) for Sergeants who have been relieved of their police powers; (e) for just cause; or (f) when the Superintendent determines that the Sergeant's continued assignment would interfere with the Sergeant's effectiveness in such assignment.

Section 32.5 Alternative Work Schedules

During the term of this Agreement, if the Employer implements a new work schedule, the positions that are eligible for bidding under this Article shall not be changed, unless such positions are incompatible with the new work schedule. If such positions are incompatible with the new work schedule, the Employer shall notify Unit 156-Sergeants of such incompatibility

prior to implementing the new work schedule and shall meet with Unit 156-Sergeants upon request to negotiate how the conflict may be resolved. Any negotiations between the parties pursuant to this Section shall not prevent the Employer from implementing the new work schedule.

Section 32.6 Dispute Resolution

In the event the parties are unable to resolve disputes regarding the terms of this Article, then either party may invoke expedited arbitration in accordance with the procedure established in this Section. The parties shall mutually select an Arbitrator from among three (3) Arbitrators whose names shall be agreed upon by representatives of the Employer and Unit 156-Sergeants. If the parties cannot mutually agree on an Arbitrator, the Arbitrator selected shall be the one who will provide the parties with the earliest available hearing date for an expedited arbitration hearing. Recognizing that the parties have agreed to the steady watch and bid concept and the selection process for bid assignments, the jurisdiction of the Arbitrator is for the purpose of addressing problems that may arise which unreasonably interfere with the effective performance of the Department's mission. The arbitration hearing shall commence within thirty (30) days of the demand for expedited arbitration, unless the parties otherwise agree. The Arbitrator shall render a decision within seventy-two (72) hours of the close of the hearing or such other time upon which the parties mutually agree.

ARTICLE 33 COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 34 SAVINGS CLAUSE

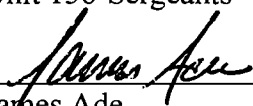
If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation or by Executive Order or the order of any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

In witness whereof, the parties hereto affix their signatures this ____ day of _____ 2013.

For the City of Chicago, an
Illinois Municipal Corporation

Rahm Emanuel
Mayor

For the Policemen's Benevolent &
Protective Association of Illinois,
Unit 156-Sergeants



James Ade
President

Garry F. McCarthy
Superintendent of Police

APPENDIX A SERGEANTS

CONFIDENTIAL POSITIONS:

1. Within the Management and Labor Affairs Section, three (3) Sergeant positions.
2. Within the Superintendent's Office of Legal Affairs, one (1) Sergeant position.
3. Within the Office of the Superintendent, one (1) Sergeant position.
4. Within the Executive Staff of the Deputy Superintendents in charge of the following bureaus: the Bureau of Operational Services, five (5) Sergeant positions; the Bureau of Investigative Services, one (1) Sergeant position; the Bureau of Technical Services, three (3) Sergeant positions; the Bureau of Staff Services, one (1) Sergeant position; and the Bureau of Administrative Services, one (1) Sergeant position.
5. Within the Internal Affairs Division, one (1) Sergeant position as the Administrative Sergeant for the Assistant Deputy Superintendent and three (3) Sergeant positions within the Department Advocate Section.

MANAGERIAL POSITIONS:

1. One (1) Sergeant position in the Random Drug Testing Unit.
2. Three (3) Sergeant positions within the Office of the Chief of Detectives Administration Unit.

APPENDIX B
NOTICE TO SUPERVISORS REGARDING
PROGRESSIVE DISCIPLINE

Supervisors, including Commanders, retain the flexibility, authority and discretion where circumstances warrant to issue reprimands to offending officers for infractions. Second or even repeated infractions of minor rules may, but do not always, require increased punishment (particularly including a loss of time or income) when a reprimand will suffice to achieve the goal of correcting improper behavior.

There is some belief that a progressive system of discipline requires enhanced penalties no matter how insignificant the infraction. This is not correct.

You are permitted and urged to use your judgment in determining the appropriate level of discipline. Officers in this Department are a valuable resource which should not be wasted or unduly restricted.

Garry F. McCarthy
Superintendent of Police
Chicago Police Department

Acknowledged:



James Ade
President
Unit 156-Sergeants

Date: _____

APPENDIX C

EXPEDITED ARBITRATION RULES

1. All just cause discipline cases brought under Article 8 of the Agreement which challenge disciplinary action involving a thirty- (30-) day suspension or less and/or grievances alleging violations of the seniority provisions in Article 20 or 23 or any other mutually agreed upon Article will be heard under this expedited procedure, unless designated by either party for a hearing under the full arbitration hearing procedure.

Whenever discipline cases are processed pursuant to these Expedited Arbitration Rules, the parties shall initially submit the cases to a Summary Opinion Process, and the Arbitrator designated by the parties for the process shall issue a Summary Opinion for each case submitted. The Summary Opinion shall not be binding on the Department, Unit 156-Sergeants or the Sergeants involved.

2. Cases subject to the expedited procedure will be heard in as close to chronological order as possible, according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.

3. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.

4. Five (5) or six (6) Arbitrators constituting an expedited panel will be selected from the existing panel. The expedited panel will be reviewed every six (6) months, at which time substitutions may be made. In making substitutions, an Arbitrator may be removed at the request of either party, but any substitute must be agreed upon.

5. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two (2) or three (3) consecutive hearing days. The parties will attempt to rotate the scheduling equitably among all Arbitrators on the expedited panel, subject to their availability.

6. The parties will attempt to schedule at least two (2) hearings per day before the Arbitrator. Any case not completed at the end of the particular block of hearing days will be the first case heard by the same Arbitrator on his/her next scheduled date.

7. Arbitrators will receive all grievance documents and relevant documents from the Complaint Register file at least one (1) week prior to the hearing at the discretion of the Arbitrator.

8. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not be used for purposes of delay.

9. The expenses of witnesses for either side shall be paid by the party producing such witnesses.

10. Hearings will be scheduled alternately at Employer and Unit 156-Sergeants designated locations.

11. Each party will represent itself at the hearing and may designate any representative who is not an attorney.

12. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.

13. The Arbitrator may require witnesses to testify under oath.

14. There shall be no stenographic record of the proceedings.

15. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered.

16. The parties will not file post-hearing briefs. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing, except that any decisions rendered in the expedited proceedings under these rules may not be cited to the Arbitrator.

17. The Arbitrator will issue a short written decision no later than sixty (60) days after the completion of the last day of any scheduled block of hearings. His/her decision shall be based upon the record developed by the parties before and at the hearing, shall include a brief written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

APPENDIX D DENTAL PLAN

The Employer shall make dental coverage available to Sergeants covered under this Agreement and their eligible dependents. The cost of this coverage will be borne by the Employer, subject to applicable Sergeant co-insurance, deductibles and co-payments. Sergeants will have the option to choose between the Indemnity Plan or the PPO Plan. Under the Indemnity Plan, a participant can use the dentist of his/her choice for services. The PPO Plan requires a member to select a participating network dentist. All family members must use the same PPO dentist for their dental services. Orthodontia is available only in the PPO Plan. A list of current PPO dentists is available at the Benefits Management Office.

APPENDIX E NETWORK CHANGES

No change, modification or alteration in the composition of the hospital network in effect at the time this Agreement is executed shall be made, except in compliance with the following:

1. Unit 156-Sergeants shall be notified in writing of the intent to change at least ninety (90) days prior to the proposed change where circumstances are within the Employer's control. In all other cases, the Employer will provide the maximum notice as is practicable under the circumstances.
2. The notice referred to shall, at the time the notice is given, provide sufficient information to explain the contemplated action and shall include, at a minimum, but shall not be limited to, the following:
 - a. The affected institutions.
 - b. The precise reasons the action is being contemplated.
 - c. The number of covered participants (employees and/or dependents) receiving in-patient service from such affected facility at the time the notice is given.
 - d. The number of covered participants (employees and/or dependents) receiving in-patient service from such affected facility during the preceding twelve (12) months.
3. The Employer shall meet within seven (7) calendar days of a request from Unit 156-Sergeants to discuss the proposed change, shall provide all additional relevant information which is reasonably available and shall be responsible for such notices to participants as may be reasonably demanded by Unit 156-Sergeants. In the event the parties are unable to resolve a dispute within seven (7) calendar days of the first meeting or such other time as may be mutually agreed upon, the dispute shall be submitted to arbitration pursuant to Section 9A.2, Step Three, within ten (10) days, and both parties shall cooperate to expedite the proceedings.

No change, modification or alteration covered by this Appendix shall be made or permitted for arbitrary or discriminatory reasons nor shall any change, modification or alteration result in the unavailability of quality health care services in a specific geographic area.

APPENDIX F

IN-NETWORK/OUT-OF-NETWORK CARE

In-network co-insurance benefits shall be paid to eligible participants for the following out-of-network care or services:

1. Emergencies defined as the sudden and unexpected onset of a medical condition with such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.
2. Care ordered by a physician which, after review by the utilization review vendor, is as follows:
 - a. Medically necessary; and
 - b. Only available at an out-of-network hospital, or the proposed treatment is performed so infrequently in the network that direction to an out-of-network hospital is medically appropriate; or
 - c. Available at a network hospital to which the patient cannot be safely transported (only until such time as the patient can be safely transferred to the network facility, arrangements for which should be initiated once the treatment plan has begun), provided the cost of the transfer shall be paid by the plan; or
 - d. Care rendered beyond a fifty- (50-) mile radius (from any network hospital) where a participant is domiciled or stationed.

This information is also contained in the Employee Benefit Handbook.

APPENDIX G

HEALTH CARE CONTRIBUTIONS FOR ACTIVE SERGEANTS

Active Sergeants covered by this Agreement will contribute the following percentages of their base salaries from the appropriate salary schedule in Appendix N towards the cost of their health care:

Single Coverage: 1.2921%

Employee +1: 1.9854%

Family Coverage: 2.4765%

For example, contributions at selected salary levels per pay period will be as follows:

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE +1 1.9854%	FAMILY 2.4765%
\$15,000.00	\$8.08	\$12.41	\$15.48
\$20,000.00	\$10.77	\$16.55	\$20.64
\$30,000.00	\$16.15	\$24.82	\$30.96
\$40,000.00	\$21.54	\$33.09	\$41.28
\$50,000.00	\$26.92	\$41.36	\$51.59
\$60,000.00	\$32.30	\$49.64	\$61.91
\$70,000.00	\$37.69	\$57.91	\$72.23
\$80,000.00	\$43.07	\$66.18	\$82.55
\$90,000.00+	\$48.45	\$74.45	\$92.87

APPENDIX H PRESCRIPTION DRUGS

The following are the co-payments for the lesser of a thirty- (30-) day supply or one hundred (100) units of the following prescription drugs:

<u>TYPE</u>	<u>Co-Payment</u>
Generic Tier 1	\$10.00
Formulary Tier 2	\$30.00
Non-Formulary Tier 3	\$45.00
Brand with Generic Equivalent	Generic Co-Payment Plus Cost Difference Between Brand and Generic

Co-payments for prescriptions obtained through the mail order plan for all health care plans are as follows:

1. Generic Tier 1: \$20.00 [per prescription with a ninety- (90-) day supply]
2. Brand Formulary Tier 2: \$60.00
3. Brand Non-Formulary Tier 3: Not Available
4. Brand with Generic Equivalent: Generic Co-Payment Plus Cost Difference Between Brand and Generic

APPENDIX I
CHEMICAL DEPENDENCY AND MENTAL HEALTH
CO-INSURANCE AND LIMITS

Courses of treatment for in-patient chemical dependency and mental health shall include the continuum of care used to treat a particular diagnosis. A new course of treatment will be considered when there is a thirty- (30-) day or longer period of time with no treatment or clinical supervision provided.

PPO In-Patient Care Co-Insurance:	Employer	Employee
In-Network	90%	10%
Out-of-Network	60%	40%

PPO Out-Patient Care:

80% of \$100.00 Maximum Covered Expenses Per Session

Limit of 7 Sessions Covered If Treatment Is Not Certified

Maximum Covered Expenses Per Year: \$5000.00

HMO Co-Payments for Mental Health or Substance Abuse Care:

Effective January 1, 2006: \$15.00 Co-Payment

Effective January 1, 2007: \$20.00 Co-Payment

HMO Service Limitations:

In-Patient Care: Maximum of 30 Days Per Year

Out-Patient Care: Maximum of 30 Visits Per Year

It is understood that the first in-network treatment remains subject to the out-of-pocket maximum. All chemical dependency and mental health treatment, including out-patient, may be subject to utilization review and is subject to the following maximums: \$37,500.00 annual individual/\$250,000.00 individual lifetime/\$500,000.00 family. The maximum lifetime benefit provisions of the plan still shall apply.

All chemical dependency and mental health treatment is subject to review by the utilization review vendor. Additionally, to be considered under the chemical dependency and mental health benefit structure, a claim for benefits must include a primary DSM-III-R (Diagnostic and Statistical Manual of Mental Disorders-Third Edition-Revised) diagnosis (or a diagnosis under a subsequent revision).

APPENDIX J

HIGH RISK PREGNANCY SCREENING PROGRAM

In order to reduce the risk of a premature birth and the attendant health risks to the mother and child and to avoid the costs associated with the same, the Employer offers a high risk pregnancy screening program. The program is part of the medical advisor program.

Under the program, a pregnant employee, spouse or dependent is encouraged to notify the medical advisor during the first trimester of pregnancy. During the telephone interview, the nurse reviewers will collect information on the health status of the prospective mother and her medical history and conduct a health risk assessment to determine if she meets the criteria for a high risk pregnancy.

If the prospective mother does not meet the criteria, the medical advisor will offer educational materials on pregnancy and advise her that a medical advisor will be following up with a call in her second trimester of pregnancy. Further, the medical advisor will advise her that a medical advisor is available if she has any questions about her pregnancy. Subsequent follow-up will depend on the course of the pregnancy. As delivery approaches, the medical advisor will advise her about expected lengths of stay postpartum.

If the prospective mother meets the criteria for a high risk pregnancy, the medical advisor will contact her physician to discuss the risk factors and identify what steps, if any, are appropriate to reduce the risk of early delivery. A designee of the medical advisor will follow the case as appropriate. If home health or other services available under the plan are necessary, the medical advisor will approve the care plan and negotiate discounts for approved services. A designee of the medical advisor will be available as a resource to both the prospective mother and her physician.

APPENDIX K

PROCEDURES FOR INJURY ON DUTY AND RECURRENCE CLAIMS

A Sergeant who has been certified as injured on duty shall be provided the current Medical Services Section referral list of available physicians who are members in good standing of the Workers' Choice Network or its successor and who are qualified to render appropriate medical care for the injury claimed in accordance with the parties' letter of understanding captioned "Medical Services Section Physician Referral List." The Sergeant will select a physician from the list provided by the Medical Services Section for evaluation and/or treatment. The Medical Services Section will refer the Sergeant to the physician selected by the Sergeant.

A Sergeant may only claim a recurrence of a certified injury on duty if that injury on duty occurred less than ten (10) years from the date of the recurrence claim, unless the Sergeant's injury on duty required surgery or medical treatment beyond any initial emergency room treatment for the injury on duty. A Sergeant who is able to claim a recurrence of an injury on duty under Appendix K will have his/her claim evaluated by the Medical Services Section. If the Medical Services Section finds the condition complained of is not a recurrence of an injury on duty, the Medical Services Section will provide the Sergeant with the current Medical Services Section referral list described above. The Sergeant will select a physician from the list provided by the Medical Services Section. The Medical Services Section will refer the Sergeant to the physician selected by the Sergeant for a relatedness opinion.

Should the Sergeant or the Medical Services Section not agree with the medical finding of the referral physician, either party may seek another opinion. The Sergeant will select another physician from the current Medical Services Section referral list of physicians described above. The Medical Services Section will refer the Sergeant to the physician selected by the Sergeant. Should that physician's opinion agree with the finding of the first referral physician, it will be binding on both the Sergeant and the Employer. Should that medical opinion disagree with the first opinion, the parties may accept the second opinion or seek a third opinion. The process for obtaining a third opinion shall follow the same procedure for the selection of the second opinion. The finding of the third physician agreeing with either of the previous opinions shall be binding on both the Sergeant and the Employer.

APPENDIX L

SUBROGATION LANGUAGE FOR CITY OF CHICAGO

In the event the plan (the "Plan") provides benefits for injury, illness, medical care or other loss (the "Injury") to any person, the Plan is subrogated to all present and future rights of recovery that person, his/her parents, heirs, guardians, executors or other representatives (individually and collectively called the "Participant") may have arising out of the Injury. The Plan's subrogation rights include, without limitation, all rights of recovery a Participant has (1) against any person, insurance company or other entity that is in any way responsible for providing or does provide damages, compensation, indemnification or benefits for the Injury; (2) under any law or policy of insurance or accident benefit plan providing No Fault, Personal Injury Protection or financial responsibility insurance; (3) under uninsured or underinsured motorist insurance; (4) under motor vehicle medical reimbursement insurance; and (5) under specific risk or group accident and health coverage or insurance, including, without limitation, premises or homeowners medical reimbursement, athletic team, school or worker's compensation coverages or insurance.

Upon notice of an Injury claim, the Plan may assert a subrogation lien to the extent it has provided, or may be required to provide, Injury-related benefits. Notice of either the Plan's right of subrogation or the Plan's subrogation lien is sufficient to establish the Plan's rights of subrogation and entitlement to reimbursement from insurers, third parties or other persons or entities against which a Participant may have an Injury-related right of recovery. The Plan shall be entitled to intervene in or institute legal action when necessary to protect its subrogation or reimbursement rights.

The Participant and anyone acting on his/her behalf shall promptly provide the Plan or its authorized agents with information it deems appropriate to protect its right of subrogation and shall do nothing to prejudice that right and shall cooperate fully with the Plan in the enforcement of its subrogation rights. Reasonable attorney's fees and costs of the Participant's attorney shall be paid first from any recovery by or on behalf of a Participant and the amount of the Plan's subrogation claim shall be paid next from such recovery. Neither a Participant nor his/her attorney or other representative is authorized to accept subrogation or other Injury-related reimbursement payments on behalf of the Plan, to negotiate or compromise the Plan's subrogation claim or to release any right of recovery prior to the payment of the Plan's subrogation claim.

The Participant and all other parties to a recovery are required to contact the Plan to determine and arrange to pay the Plan's subrogation claim at or prior to the time an Injury-related payment or settlement is made to or for the benefit of the Participant. If the Participant obtains a payment or settlement from a party without the Plan's knowledge and agreement, the Plan shall be entitled to immediate reimbursement of its total subrogation claim from the Participant or any party providing any Injury-related payment. In the alternative, the Plan, in its sole discretion, may deny payment of benefits to or on behalf of the Participant for any otherwise covered claim incurred by the Participant until the amount of the unpaid coverage is equal to and offset by the unrecovered amount of the Plan's subrogation claim.

The Plan Administrator or its authorized agents are vested with full and final discretionary authority to construe subrogation and other Plan terms and to reduce or compromise the amount of the Plan's recoverable interest where, in the sole discretion of the Plan Administrator or its authorized agents, circumstances warrant such action. The Plan shall not be responsible for any litigation-related expenses or attorney fees incurred by or on behalf of a Participant in connection with an Injury claim, unless the Plan shall have specifically agreed, in writing, to pay such expenses or fees.

The payment of benefits to or on behalf of the Participant is contingent on both the Participant's full compliance with the Plan's provisions, including the subrogation provision, and when the Plan deems appropriate, the Participant's signing of a reimbursement agreement. However, the Participant's failure to sign this reimbursement agreement will not affect the Plan's subrogation rights or its right to assert a lien against any source of possible recovery and to collect the amount of its subrogation claim.

APPENDIX M
QUARTERLY DIFFERENTIAL FOR SERGEANTS (E-3)

Effective Date (increase)	Payment	STEP 1 First 12 Months	STEP 2 After 12 Months	STEP 3 After 18 Months	STEP 4 After 30 Months	STEP 5 After 42 Months	STEP 6 After 54 Months	STEP 7 After 10 Years	STEP 8 After 15 Years	STEP 9 After 20 Years	STEP 10 After 25 Years
07/01/2012 (2.00%)	Daily	\$9.26	\$11.22	\$11.67	\$11.86	\$12.44	\$12.97	\$13.88	\$15.07	\$16.26	\$18.22
	Monthly	\$277.68	\$336.68	\$350.24	\$355.88	\$373.09	\$389.03	\$416.42	\$452.15	\$487.70	\$546.73
	Quarterly	\$833.04	\$1,010.04	\$1,050.72	\$1,067.65	\$1,119.28	\$1,167.08	\$1,249.27	\$1,425.80	\$1,463.09	\$1,640.18
	Annually	\$3,332.16	\$4,040.18	\$4,202.89	\$4,270.60	\$4,477.12	\$4,668.34	\$4,997.08	\$5,866.16	\$5,852.36	\$6,560.72
01/01/2013 (2.00%)	Daily	\$9.44	\$11.45	\$11.91	\$12.10	\$12.69	\$13.23	\$14.16	\$15.37	\$16.58	\$18.59
	Monthly	\$283.23	\$343.41	\$357.24	\$363.00	\$380.56	\$396.81	\$424.75	\$461.19	\$497.45	\$557.66
	Quarterly	\$849.70	\$1,030.24	\$1,071.73	\$1,089.00	\$1,141.67	\$1,190.42	\$1,274.26	\$1,383.58	\$1,492.36	\$1,672.98
	Annually	\$3,398.80	\$4,120.96	\$4,286.92	\$4,356.00	\$4,566.68	\$4,761.68	\$5,097.04	\$5,534.32	\$5,969.44	\$6,691.92
01/01/2014 (2.00%)	Daily	\$9.63	\$11.68	\$12.15	\$12.34	\$12.94	\$13.49	\$14.44	\$15.68	\$16.91	\$18.96
	Monthly	\$288.90	\$350.28	\$364.39	\$370.26	\$388.17	\$404.74	\$433.25	\$470.42	\$507.40	\$568.91
	Quarterly	\$866.69	\$1,050.85	\$1,093.17	\$1,110.78	\$1,164.50	\$1,214.23	\$1,299.74	\$1,411.25	\$1,522.20	\$1,706.44
	Annually	\$3,466.76	\$4,203.40	\$4,372.68	\$4,443.12	\$4,658.00	\$4,856.92	\$5,198.96	\$5,645.00	\$6,088.80	\$6,825.76
01/01/2015 (1.00%)	Daily	\$9.73	\$11.79	\$12.27	\$12.47	\$13.07	\$13.63	\$14.59	\$15.84	\$17.08	\$19.15
	Monthly	\$291.79	\$353.78	\$368.03	\$373.96	\$392.05	\$408.79	\$437.58	\$475.12	\$512.47	\$574.50
	Quarterly	\$875.36	\$1,061.35	\$1,104.10	\$1,121.89	\$1,176.15	\$1,226.37	\$1,312.74	\$1,425.37	\$1,537.42	\$1,723.50
	Annually	\$3,501.44	\$4,245.40	\$4,416.40	\$4,487.56	\$4,704.60	\$4,905.48	\$5,250.96	\$5,701.48	\$6,149.68	\$6,894.00
01/01/2016 (1.00%)	Daily	\$9.82	\$11.91	\$12.39	\$12.59	\$13.20	\$13.76	\$14.73	\$16.00	\$17.25	\$19.34
	Monthly	\$294.70	\$357.32	\$371.71	\$377.70	\$395.97	\$412.88	\$441.96	\$479.87	\$517.60	\$580.25
	Quarterly	\$884.11	\$1,071.97	\$1,115.14	\$1,133.10	\$1,187.91	\$1,238.64	\$1,325.87	\$1,439.62	\$1,552.80	\$1,740.74
	Annually	\$3,536.44	\$4,287.88	\$4,460.56	\$4,532.40	\$4,751.64	\$4,954.56	\$5,303.48	\$5,758.48	\$6,211.20	\$6,962.96

Quarterly Differential for Sergeants on Step 11 Prior to January 1, 2006

Step 11 was eliminated from the salary schedule effective January 1, 2006, and no Sergeants have advanced to Step 11 following December 31, 2005. Sergeants on Step 11 prior to January 1, 2006 shall, however, continue to receive the following quarterly differential:

Effective Date (increase)	Payment	STEP 11	
		After 30 Years (Prior to 01/01/2006)	
07/01/2012 (2.00%)	Daily	\$18.53	
	Monthly	\$555.76	
	Quarterly	\$1,667.27	
	Annually	\$6,669.08	
01/01/2013 (2.00%)	Daily	\$18.90	
	Monthly	\$566.87	
	Quarterly	\$1,700.61	
	Annually	\$6,802.44	
01/01/2014 (2.00%)	Daily	\$19.27	
	Monthly	\$578.21	
	Quarterly	\$1,734.62	
	Annually	\$6,938.48	
01/01/2015 (1.00%)	Daily	\$19.47	
	Monthly	\$583.99	
	Quarterly	\$1,751.97	
	Annually	\$7,007.88	
01/01/2016 (1.00%)	Daily	\$19.66	
	Monthly	\$589.83	
	Quarterly	\$1,769.49	
	Annually	\$7,077.96	

APPENDIX N
SALARY SCHEDULE FOR SERGEANTS (E-3)

Effective Date (increase)	Payment	STEP 1 First 12 Months	STEP 2 After 12 Months	STEP 3 After 18 Months	STEP 4 After 30 Months	STEP 5 After 42 Months	STEP 6 After 54 Months	STEP 7 After 10 Years	STEP 8 After 15 Years	STEP 9 After 20 Years	STEP 10 After 25 Years
07/01/2012 (2.00%)	Annual	\$72,486	\$76,080	\$79,956	\$84,018	\$88,140	\$92,514	\$95,580	\$98,580	\$101,754	\$105,036
	Monthly	\$6,040.50	\$6,340.00	\$6,663.00	\$7,001.50	\$7,345.00	\$7,709.50	\$7,965.00	\$8,215.00	\$8,479.50	\$8,753.00
01/01/2013 (2.00%)	Annual	\$73,938	\$77,604	\$81,558	\$85,698	\$89,904	\$94,362	\$97,494	\$100,554	\$103,788	\$107,136
	Monthly	\$6,161.50	\$6,467.00	\$6,796.50	\$7,141.50	\$7,492.00	\$7,863.50	\$8,124.50	\$8,379.50	\$8,694.00	\$8,928.00
01/01/2014 (2.00%)	Annual	\$75,414	\$79,158	\$83,190	\$87,414	\$91,704	\$96,252	\$99,444	\$102,564	\$105,864	\$109,278
	Monthly	\$6,284.50	\$6,596.50	\$6,932.50	\$7,284.50	\$7,642.00	\$8,021.00	\$8,287.00	\$8,547.00	\$8,822.00	\$9,106.50
01/01/2015 (1.00%)	Annual	\$76,170	\$79,950	\$84,024	\$88,290	\$92,622	\$97,212	\$100,440	\$103,590	\$106,920	\$110,370
	Monthly	\$6,347.50	\$6,662.50	\$7,002.00	\$7,357.50	\$7,718.50	\$8,101.00	\$8,370.00	\$8,632.50	\$8,910.00	\$9,197.50
01/01/2016 (1.00%)	Annual	\$76,932	\$80,748	\$84,864	\$89,172	\$93,546	\$98,184	\$101,442	\$104,628	\$107,988	\$111,474
	Monthly	\$6,411.00	\$6,729.00	\$7,072.00	\$7,431.00	\$7,795.50	\$8,182.00	\$8,453.50	\$8,719.00	\$8,999.00	\$9,289.50

Salary Schedule for Sergeants on Step 11 Prior to January 1, 2006

Step 11 was eliminated from the salary schedule effective January 1, 2006, and no Sergeants have advanced to Step 11 following December 31, 2005. Sergeants on Step 11 prior to January 1, 2006 shall, however, continue to receive the following base salary:

Effective Date (increase)	Payment	STEP 11	
		After 30 Years (Prior to 01/01/2006)	
07/01/2012 (2.00%)	Annual	\$108,192	
	Monthly	\$9,016.00	
01/01/2013 (2.00%)	Annual	\$110,358	
	Monthly	\$9,196.50	
01/01/2014 (2.00%)	Annual	\$112,566	
	Monthly	\$9,380.50	
01/01/2015 (1.00%)	Annual	\$113,694	
	Monthly	\$9,474.50	
01/01/2016 (1.00%)	Annual	\$114,828	
	Monthly	\$9,569.00	

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF CHICAGO
AND THE
POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS,
UNIT 156-SERGEANTS,
REGARDING
DRUG AND ALCOHOL TESTING**

A. The Department's existing policies and orders regarding random drug testing shall be revised to include the following components:

1. Testing for the presence of alcohol while on duty.
 - a. Officers selected for random drug testing shall also be tested for alcohol.
 - b. Upon notification to submit to random testing, Officers shall continue to report to the Random Drug Testing Unit.
 - c. The Department may use urine specimens to test for the presence of both drugs specified in this agreement and alcohol. The Department may also test for alcohol using a breath alcohol test administered by a qualified tester using a certified and calibrated Breathalyzer.
 - d. The initial and confirmatory test levels for a positive presence of alcohol shall be a breath alcohol level of .021 or its urine concentration equivalent, unless a different standard is required by paragraph (e) below.
 - e. If the test reveals a breath alcohol level of .021 through .039 or their urine concentration equivalents, the Officer shall be relieved from duty without compensation until the next duty day and shall submit to drug and alcohol testing prior to his/her return to duty. If the return-to-duty test reveals an alcohol level of .00, the Officer may return to duty and shall not be subject to discipline based on the initial test result; however, during the six- (6-) month period following the date of the initial test, the Officer will be selected for random drug and alcohol testing from an eligibility pool consisting of similarly situated Officers. If the return-to-duty test or any test administered within the six- (6-) month period described above reveals any presence of alcohol, the Officer shall be relieved from duty without compensation until ordered to return to duty, and the Random Drug Testing Unit will refer the matter to the Internal Affairs Division.

If the test reveals a breath alcohol level equal to or greater than .04 or its urine concentration equivalent, the Officer shall be relieved

from duty without compensation until ordered to return to duty, and the Random Drug Testing Unit will refer the matter to the Internal Affairs Division. In the event discipline is recommended, the Internal Affairs Division shall consider whether to agree to hold the discipline in abeyance in exchange for the Officer's agreement to participate in a rehabilitation program, remain drug and alcohol free for a defined period and comply with other appropriate terms and conditions (i.e., a "last chance" agreement).

An Officer who is relieved from duty without compensation in accordance with this subsection may utilize accrued elective time during the unpaid period of absence.

f. The above changes shall be implemented effective January 1, 2011.

2. Bidders and/or applicants for assignments in the Narcotics Section, Gang Enforcement Section, Gang Investigation Section and Vice Control Section in the Organized Crime Division and the Intelligence Section in the Counterterrorism and Intelligence Division shall be required to submit to a drug and alcohol test prior to appointment. Thereafter, all Officers assigned to these Units shall be selected for random drug and alcohol testing from an eligibility pool consisting solely of Officers assigned to such Units.

B. The procedures applicable to drug testing conducted by the Department, regardless of whether the basis for the testing is random, for cause or any other basis, shall be amended to include the following:

1. Ecstasy (MDA/MDMA) and steroids shall be added to the panel of substances for which the Department tests, and Methaqualone shall be

removed from such panel. The current panel shall thus be modified as follows:

SUBSTANCE	INITIAL TEST LEVEL (ng/mL)	CONFIRMATORY TEST LEVEL (ng/mL)
Anabolic Steroids	Any Presence	Any Presence
Amphetamines	1000	500
Barbiturates	300	200
Benzodiazepines	300	200
Cocaine Metabolites	300	150
Marijuana Metabolites	50	15
MDA/MDMA	250	200
Methadone	300	200
Opiates	2000	2000
Phencyclidine	25	25
Propoxyphene	300	200

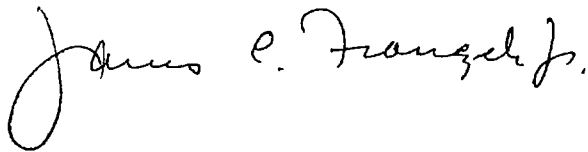
2. Initial and confirmatory test levels will be consistent with the federal regulations promulgated by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA") for those substances covered by such regulations.
3. During the term of this Agreement, the Department may add or remove additional substances to the panel referred to above when it has reasonable grounds for such addition or removal (such as when new drugs are developed or changes occur in patterns of consumption of dangerous or illegal drugs), provided that it shall provide Unit 156-Sergeants with thirty (30) days' advance written notice and, upon request, meet with Unit 156-Sergeants to negotiate the addition or removal of a substance to or from the panel. If the parties are unable to agree on the addition or removal of a substance from the panel, the dispute shall be resolved through the binding grievance arbitration procedure set forth in Article 9. The sole issue before the arbitrator shall be whether the Department has a reasonable basis for adding or removing the substance to or from the panel and for the initial and confirmatory test levels.
4. If a test reveals a positive presence of a substance on the above panel or the abuse of prescription drugs, the Random Drug Testing Unit will continue to refer the matter to the Internal Affairs Division.

C. Effective upon ratification, in any instance where an Officer discharges his/her weapon, whether on or off duty, the Officer shall submit to drug and alcohol testing at the direction of the Internal Affairs Division or any superior authority. If the Officer has discharged his/her weapon off duty and the test reveals the presence of alcohol, the Department shall not

discipline the Officer based solely on the results of the alcohol test when the Officer's actions are consistent with the Department's use of force guidelines.

D. The Department's existing policies and orders regarding drug and alcohol use shall be amended to state that an Officer is prohibited from consuming alcohol within the four-(4-) hour period preceding the start of a previously scheduled shift or after receiving notice to report for duty. Alleged violations of this rule cannot result in discipline unless a test conducted pursuant to the testing procedures is positive.

E. The Department will continue to conduct its drug and alcohol testing program in accordance with the regulations promulgated by the Illinois State Police set forth in Title 20, Part 1286, of the Illinois Administrative Code.



James C. Franczek, Jr.
On Behalf of the City of Chicago

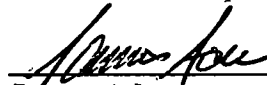
Sean M. Smoot
On Behalf of Unit 156-Sergeants

Dated: April 30, 2010

**MEMORANDUM OF UNDERSTANDING REGARDING
DISTRICT BID PROCEDURES**

1. The parties to this Agreement recognize that the current method of filling vacancies in District Law Enforcement (DLE) did not operate in a manner which was satisfactory to Unit 156-Sergeants, its members or the Employer.
2. In order to remedy that situation, the parties have developed and put into place a new bidding process which will commence on the effective date of this Agreement.
3. There will be 12 District Bid positions in each of the Department's Districts. These positions will be filled by seniority bidding. These positions will be phased in on a quarterly schedule throughout 2014 and the first quarter of 2015.
4. Vacancies will be posted for bid four times a year (second, fifth, eighth, and eleventh period). The posting of District bid vacancies will be on the first Friday of each of these periods. Posting will be on the MLAS website and on the C.L.E.A.R. Administrative Message Center.
5. The most senior (time in rank) full duty bidder shall be the successful bidder. Sergeants currently holding District bid positions will not have to rebid for those positions. Sergeants assigned to a District who do not hold a District bid position may bid on any vacancy in that District. Sergeants in one District may bid for a vacancy in any other District.
6. The movement of Sergeants between Districts as a result of this bidding process may result in an imbalance of Sergeants in the various Districts. The Employer may correct this imbalance by using reverse seniority from among the Sergeants in that District not holding a District bid position. For example, after the District bidding process has been completed, if there is a surplus of Sergeants in one District and fewer Sergeants in another District, the selection of the Sergeant who is to be transferred shall be determined by reverse seniority from among the Sergeants in the District with the surplus who do not hold a District bid position.

Commander Donald J. O'Neill
Management and Labor Affairs Section
Date: _____


James Ade
President Unit 156-Sergeants

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF CHICAGO
AND THE
POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS,
UNIT 156-SERGEANTS,
REGARDING
RETIREE HEALTH CARE BENEFITS**

The parties agree that the health care benefit provided to Sergeants who retire on or after age sixty (60) pursuant to Article 12 of the parties' collective bargaining agreement effective July 1, 2012 through June 30, 2016 (the Agreement) shall be extended to Sergeants who retire on or after age fifty-five (55), subject to the following terms and conditions:

A. Health Care Benefits Upon Retirement

1. Sergeants Who Retire on or After Age Sixty (60)

Sergeants who retire on or after age sixty (60) shall continue to receive the health care benefit set forth in Article 12 of the Agreement, but shall have their final compensation paid in accordance with Section (B).

2. Sergeants Who Retire on or After Age Fifty-Five (55) and Before Age Sixty (60)

Sergeants who retire on or after age fifty-five (55) and before age sixty (60) shall be eligible for the health care benefit set forth in Article 12 of the Agreement, provided that they file for retirement in accordance with the following schedule:

For calendar year 2012, the schedule shall be a filing deadline of October 1 with effective dates of retirement of November 1 through December 31. For calendar year 2013, the schedule shall be a filing deadline of October 21, 2013, with effective dates of retirement of November 1 through December 31. Effective calendar year 2014, the effective date of retirement shall be between May 1 through December 31, provided the Sergeant files for retirement at least thirty (30) days prior to the effective date of retirement.

Effective for retirements occurring on or after the date of ratification of this Agreement, Sergeants who retire on or after age fifty-five (55) and before age sixty (60) and who elect to participate in this benefit shall contribute two percent (2%) of their annuity then being received pursuant to the provisions of the Policemen's Annuity and Benefit Fund Act of the Illinois Pension Code (40 ILCS 5/5-101 et seq.). Such Sergeants shall continue to contribute this percentage contribution for as long as they receive the health care benefit set forth in Article 12 of this Agreement.

B. Payment of Final Compensation Upon Retirement

1. Legally Required Final Compensation

Upon retirement, the Employer shall pay to each eligible Sergeant or his/her estate if necessary any compensation owed to such Sergeant in the form of wages earned, unused compensatory time granted pursuant to the federal Fair Labor Standards Act (FLSA), unused elective time provided by the Agreement (e.g., furlough days, Baby Furlough Days and personal days) and any other final compensation that may be legally owed to such Sergeant. Any wage increases that are implemented during the term of the Agreement and that are effective prior to the Sergeant's date of retirement shall be applied retroactively to his/her legally required final compensation paid pursuant to this subsection.

2. Non-FLSA Compensatory Time

Upon retirement, the Employer shall calculate the value of each Sergeant's accumulated non-FLSA compensatory time (if any) based on the Sergeant's rate of pay in effect at the time of retirement. As part of the Sergeant's legally required final compensation, the Employer will then pay to the Sergeant or his/her estate the value of his/her non-FLSA compensatory time up to yet not exceeding \$20,000.00. Any wage increases that are implemented during the term of the Agreement and that are effective prior to the Sergeant's date of retirement shall be applied retroactively to his/her legally required final compensation paid pursuant to this subsection.

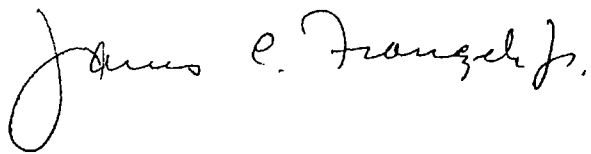
On or before March 1 of the first calendar year following the date of the Sergeant's retirement, the Employer shall pay to the Sergeant or his/her estate the value of his/her remaining non-FLSA compensatory time up to yet not exceeding \$15,000.00. If a remainder exists, the Employer shall also pay to the Sergeant or his/her estate one-third of the value of the remainder.

On or before March 1 of the second calendar year following the date of the Sergeant's retirement, the Employer shall pay to the Sergeant or his/her estate the value of his/her remaining non-FLSA compensatory time up to yet not exceeding \$15,000.00. If a remainder exists, the Employer shall also pay to the Sergeant or his/her estate one-half of the value of the remainder.

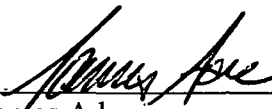
On or before March 1 of the third calendar year following the date of the Sergeant's retirement, the Employer shall pay to the Sergeant or his/her estate the value of any and all remaining non-FLSA compensatory time.

C. Term of Memorandum of Understanding

The terms and conditions of this memorandum of understanding shall be subject to renegotiation by the parties beginning on or after June 30, 2016 as part of the collective bargaining negotiations for a successor collective bargaining agreement.



James C. Franczek, Jr.
On Behalf of the City of Chicago



James Ade
On Behalf of Unit 156-Sergeants

Dated: September 20, 2013



FRANCZEK RADELET

Attorneys and Counselors

300 South Wacker Drive | Suite 3400 Chicago, IL 60606
Phone 312.986.0300 | Fax 312.986.9192 franczek.com

JAMES C. FRANCZEK, JR.
312.786.6110
jcf@franczek.com

May 11, 2010

BY ELECTRONIC MAIL

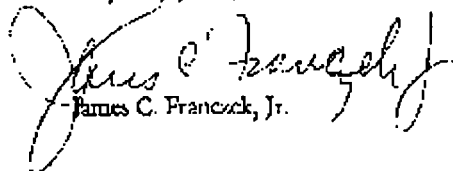
Mr. Sean M. Smoot
Director & Chief Legal Counsel
Policemen's Benevolent & Protective
Association of Illinois
435 West Washington Street
Springfield, Illinois 62702

Re: Physical Fitness Incentive

Dear Mr. Smoot:

Pursuant to your request, this letter confirms the City of Chicago's agreement to increase the amount of the annual physical fitness incentive consistent with the award issued *In the Matter of the Arbitration Between the City of Chicago and Fraternal Order of Police, Chicago Lodge No. 7 (Brenn, April 16, 2010)* for Sergeants represented by the Policemen's Benevolent & Protective Association of Illinois, Unit 156A-Sergeants. Accordingly, effective upon the ratification of a successor agreement, the amount of the physical fitness incentive shall be increased from \$250.00 to \$350.00.

Very truly yours,



James C. Franczek, Jr.

JCF:ps

cc: Mr. David A. Johnson (by electronic mail)
Commander Donald J. O'Neill (by electronic mail)

443459.1



FRANCZEK RADELET

Attorneys and Counselors

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Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

April 30, 2010

Mr. Sean M. Smoot
Director & Chief Legal Counsel
Policemen's Benevolent & Protective
Association of Illinois
435 West Washington Street
Springfield, Illinois 62702

**Re: Audio Recording of Statements Made by Non-Department Members During
Disciplinary Investigations**

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations regarding the issue of audio recording statements made by non-Department members during disciplinary investigations.

Throughout these negotiations, the parties devoted considerable time to discussing the legality and practicality of a policy requiring non-Department members to submit to audio recording and the impact such policy may have on the credibility and integrity of the investigative process. During these discussions, Unit 156-Sergeants articulated legitimate and reasonable concerns regarding the consequences of a non-Department member's refusal to consent to audio recording, including the distinctions between audio-recorded and written statements and how such distinctions if present may influence the investigation.

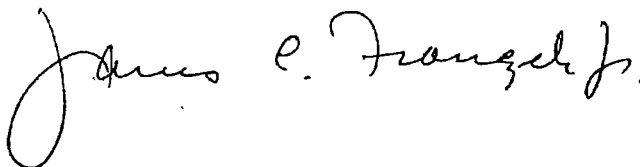
Our dialogue was also informed by the testimony of the Chief Administrator of the Independent Police Review Authority ("IPRA") and the Chief of the Internal Affairs Division ("IAD") on two separate occasions. This testimony confirmed IPRA's and IAD's unyielding commitment to obtaining audio-recorded statements from non-Department members within the confines of the law. Moreover, the Chief Administrator of IPRA and the Chief of IAD invited Unit 156-Sergeants to review the protocols, procedures and training materials for audio recording non-Department members as they are developed and submit recommendations as may be appropriate. This letter affirms such invitation and the Employer's commitment to collaborate with Unit 156-Sergeants as these policies are implemented.



Finally, the parties agree that IPRA and IAD should strive to obtain an audio recording consent rate for non-Department members of at least seventy-five percent during the initial phase of the program. To this end, IPRA and IAD shall specifically request that each non-Department member who is interviewed during an investigation consent to the audio recording of his/her statement and shall document such request and the non-Department member's response to such request either in writing or through audio recording. Within six months of the implementation of audio recording for Department members, the Employer, the Chief Administrator of IPRA and the Chief of IAD agree to meet with Unit 156-Sergeants upon request to discuss the consent rate for non-Department members with respect to audio recording, methods for increasing the consent rate if necessary, the synthesis of audio-recorded and written statements during investigations and other relevant and pertinent issues.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,



James C. Franczek, Jr.

AGREED:

Sean M. Smoot



FRANCZEK RADELET

Attorneys and Counselors

300 South Wacker Drive | Suite 3400 | Chicago, IL 60606

Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

April 30, 2010

Mr. Sean M. Smoot
Director & Chief Legal Counsel
Policemen's Benevolent & Protective
Association of Illinois
435 West Washington Street
Springfield, Illinois 62702

Re: Sergeant's Right To Edit and Correct Statements Made During Disciplinary Investigations

Dear Mr. Smoot:

This letter confirms the parties' discussions during negotiations regarding a Sergeant's right to edit and correct copies of statements made during disciplinary investigations after they are distributed pursuant to Sections 6.1(J) and 6.2(D) of the Agreement. Specifically, the parties agree that the amendments to Sections 6.1 and 6.2 regarding the method of recording statements do not modify the current policy or practice governing the editing and correcting of statements. Moreover, in light of the parties' agreement to allow statements to be recorded audio electronically, the parties recognize that this policy or practice may need to be modified to accommodate the new method of recording and that such modifications will only become effective upon the written consent of Unit 156-Sergeants.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,

James C. Franczek, Jr.

AGREED:

Sean M. Smoot



FRANCZEK RADELET

Attorneys and Counselors

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April 30, 2010

Mr. Sean M. Smoot
Director & Chief Legal Counsel
Policemen's Benevolent & Protective
Association of Illinois
435 West Washington Street
Springfield, Illinois 62702

Re: Implementation of CLEAR Grievance Management System

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations with respect to Section 9.2 of the Agreement and the forthcoming implementation of the Citizen and Law Enforcement Analysis and Reporting System ("CLEAR") grievance management system. Specifically, the parties agree that the Department will not implement the CLEAR grievance management system until Unit 156-Sergeants has been provided the opportunity to review the system and submit recommendations to the Department regarding such system. The current grievance and arbitration procedure will remain in effect until the obligations set forth in this letter are satisfied and until Unit 156-Sergeants has the technological capability to access CLEAR remotely from its office.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,

James C. Franczek, Jr.

AGREED:

Sean M. Smoot



FRANCZEK RADELET

Attorneys and Counselors

300 South Wacker Drive | Suite 3400 | Chicago, IL 60606

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April 30, 2010

Mr. Sean M. Smoot
Director & Chief Legal Counsel
Policemen's Benevolent & Protective
Association of Illinois
435 West Washington Street
Springfield, Illinois 62702

Re: Expansion of Flexible Spending Account ("FSA") Plan To Include Dependent Care Benefit

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations with respect to Article 12 of the Agreement and the anticipated expansion of the Flexible Spending Account ("FSA") plan to cover qualified unreimbursed dependent care benefits. The Chicago Labor-Management Trust—of which Unit 156-Sergeants has committed to becoming a signatory member—formally adopted this initiative as a project directive during the Board of Trustees meeting on May 9, 2008 and is currently researching and developing recommendations regarding such initiative. Consequently, the inclusion of any such benefit in the Agreement would be premature. The Employer reiterates, however, its firm commitment to pursue this initiative through the Trust and anticipates that this benefit may soon be available to employees. In the event that this benefit is not implemented as contemplated, the Employer agrees to meet with Unit 156-Sergeants upon request to evaluate the alternatives that may be available.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,

James C. Franczek, Jr.

AGREED:

Sean M. Smoot



FRANCZEK RADELET

Attorneys and Counselors

300 South Wacker Drive | Suite 3400 | Chicago, IL 60606

Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

April 30, 2010

Mr. Sean M. Smoot
Director & Chief Legal Counsel
Policemen's Benevolent & Protective
Association of Illinois
435 West Washington Street
Springfield, Illinois 62702

Re: Implementation of CLEAR Bidding System

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations with respect to Article 32 of the Agreement and the forthcoming implementation of the Citizen and Law Enforcement Analysis and Reporting System ("CLEAR") bidding system. Specifically, the parties agree that the Department will not implement the CLEAR bidding system until Unit 156-Sergeants has been provided the opportunity to review the system and submit recommendations to the Department regarding such system. The current bidding procedure will remain in effect until the obligations set forth in this letter are satisfied and until Unit 156-Sergeants has the technological capability to access CLEAR remotely from its office.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,

James C. Franczek, Jr.

AGREED:

Sean M. Smoot



FRANCZEK RADELET

Attorneys and Counselors

300 South Wacker Drive | Suite 3400 | Chicago, IL 60606

Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

April 30, 2010

Mr. Sean M. Smoot
Director & Chief Legal Counsel
Policemen's Benevolent & Protective
Association of Illinois
435 West Washington Street
Springfield, Illinois 62702

Re: Medical Services Section Physician Referral List

Dear Mr. Smoot:

This letter confirms our agreement with respect to the list of approximately eight hundred (800) referral physicians maintained by the Department's Medical Services Section. A Sergeant seeking a referral for an injury on duty will be allowed to select any physician on this referral list within the specialty appropriate to the treatment of the Sergeant's injury. The Department reserves the right both to add physicians to the referral list and remove physicians from such list. The Department agrees that physicians will not be removed from the referral list for arbitrary or capricious reasons. The Department agrees to meet with designated representatives of Unit 156-Sergeants on a quarterly basis for the purpose of discussing the composition of the referral list, including suggestions for the expansion of the referral list and the bases for removals from such list.

Very truly yours,

James C. Franczek, Jr.

AGREED:

Sean M. Smoot



FRANCZEK RADELET

Attorneys and Counselors

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Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

April 30, 2010

Mr. Sean M. Smoot
Director & Chief Legal Counsel
Policemen's Benevolent & Protective
Association of Illinois
435 West Washington Street
Springfield, Illinois 62702

Re: Resignations and Retirements While Under Investigation

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations regarding the credentials to be afforded to a Sergeant who resigns or retires from the Department while the subject of an ongoing Complaint Register investigation.

In accordance with current policy, the Superintendent has the discretion to decide whether the Sergeant's personnel file should state that the Sergeant resigned or retired "while under investigation" based on the totality of the circumstances surrounding the investigation, including, but not limited to, the likelihood that the investigation will result in a sustained finding accompanied by a recommendation for a substantial disciplinary penalty, the possibility that the investigation may result in the decertification of a Sergeant as a peace officer and/or the extent to which the Sergeant has cooperated in the investigation both before and after his/her separation from employment. This same standard also governs whether the Sergeant will receive full retirement credentials or any other post-employment honorary benefits and emoluments.

In the event that Unit 156-Sergeants or the Sergeant disagrees with the Superintendent's decision, either party may file a grievance pursuant to Section 9.2 of the Agreement or submit the grievance to mediation, but the grievance shall not be subject to arbitration.

Very truly yours,

James C. Franczek, Jr.

AGREED:

Sean M. Smoot



FRANCZEK RADELET

Attorneys and Counselors

300 South Wacker Drive | Suite 3400 | Chicago, IL 60606
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September 20, 2013

Thomas J. Pleines, Esq.
Law Offices of Robert Kuzas
222 N. LaSalle Street, Suite 200
Chicago, IL 60601

Re: Hours and Overtime

Dear Tom:

This will confirm the discussions and agreements reached during negotiations relating to the subject of compensation for overtime and work schedules. The parties understand and agree as follows:

The normal work day shall mean the regular tour of duty of eight (8), eight and one-half (8.5), or ten (10) hours, exclusive of the one-half hour lunch period, depending on the Sergeant's applicable work schedule.

The overtime rate in excess of 171 in a 28-day period (the FLSA rate) shall be calculated to include, in addition, to the base salary, the value of quarterly payments, duty availability pay and the forty-five (45) minutes per day (referred to as "rank credit" in the contract).

In the event the employer agrees to provide or authorizes the use of the FLSA rate or any higher rate to calculate overtime or related benefits for hours of 170 or less for a 28-day work period with any other bargaining unit, such calculation shall be made applicable to the Sergeants' unit and Lieutenants' Unit of Unit 156.

Please indicate your acknowledgment and agreement in the space provided below.

Very truly yours,

James C. Franczek, Jr.

AGREED:

Thomas J. Pleines, Esq.

April 30, 2010



City of Chicago
Richard M. Daley, Mayor
Department of Law
Lara S. Georges
Representative Counsel
Labor Division
Suite 1900
33 North LaSalle Street
Chicago, Illinois 60602
(312) 744-5100
(312) 744-5102 (FAX)
(312) 744-5131 (TTY)
<http://www.cityofchicago.org>

Marvin Gittler
Asher, Gittler, Greenfield & D'Alia, Ltd.
200 West Jackson Blvd.
Suite 1900
Chicago, IL 60606

Re: PBPA and City of Chicago
— Legal Representation and Indemnification
Issues/Mandatory Drug and Alcohol
Testing

Dear Mr. Gittler:

This will confirm our discussions relative to the impact on an Officer's entitlement to legal representation and indemnification pursuant to Article 22 of the collective bargaining agreement(s) as a consequence of the parties' agreement to provide for mandatory drug and alcohol testing in any instance where the Officer discharges his/her weapon, on or off duty. Specifically, on behalf of the Union(s), you inquired regarding the approach the Law Department would follow in determining whether to provide legal representation in a case where an Officer, while off duty, discharged his weapon and who thereafter tested positive for alcohol in the contractually mandated drug and alcohol test.

On behalf of the City, I advised you that we utilize a case-by-case approach. We first determine whether the civil lawsuit in which the Officer is a defendant results from or arises out of "the performance of duties." In the context of police employment and whether the challenged actions amounted to "performance of duties", the status of the Officer as on or off duty is not dispositive. Just as not every action taken while on duty constitutes the "performance of duties", so too, we acknowledge that an off duty officer may be in the "performance of duties" when he/she takes certain actions. This is a



position we have consistently maintained before arbitrators confronted with the question of an employee's entitlement to legal representation and/or indemnification. Some years ago Arbitrator Reynolds Scitz, construing language identical to that found in the PBPA labor agreements, held as follows regarding an off duty officer's entitlement to legal representation:

I am convinced that as regards the obligation to indemnify a police officer for actions taken while off duty, the all-important question is to determine if the facts indicate that he/she accepted a responsibility to respond to an existing situation. If that responsibility was accepted, I conclude that his act needs to be viewed as "arising out of the performance of duties."

FOP, Lodge 7 and City of Chicago (Robert and Jean Fromel), Scitz, 1987, p. 9.

If the circumstances demonstrate that the off duty Officer was in the performance of duties, we then determine whether the Officer was acting within the scope of his employment. Again, our approach consists of reviewing all relevant facts. That the alcohol test indicates a positive presence for alcohol, standing alone, does not necessarily mean the individual was outside the scope of his/her employment. Under the Workers' Compensation Act, for example, it has long been the case that intoxication, in and of itself, is insufficient to defeat recovery. M&M Packing Co. v. Industrial Commission, 55 Ill.2d 262 (1973). The Industrial Commission will look to the degree of intoxication, to determine whether the injury arose out of the drunken condition as opposed to his or duties as an employee. District 141, International Association of Machinists & Aerospace Workers v. Industrial Commission, 79 Ill.2d 544 (1980). We, too, will look to the extent of intoxication in making the scope of employment determination.

Please do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,

David A. Johnson
Chief Labor Negotiator

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

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<http://www.franczek.com>

July 13, 2005

Scan Smoot, Esq.
Policemen's Benevolent & Protective Association
435 West Washington Street
Springfield, Illinois 62702

Re: City of Chicago and PBPA, Unit 156 Negotiations - Sworn Affidavits

Dear Mr. Smoot:

This will confirm the representations made to the Union during negotiations for the 2003-2007 collective bargaining agreement, with respect to how the Department intends to operate under the proposed agreement dealing with sworn affidavits.

We have advised you that in those instances where an affidavit is necessary, the Department will make a good faith attempt to obtain an affidavit from the complainant within a reasonable time. When an affidavit cannot be obtained from a citizen complainant, the head of either IAD or OPS may sign an appropriate affidavit according to the following procedure. An "appropriate affidavit" in the case of the head of either OPS or IAD is an affidavit wherein the agency head states that he or she has reviewed objective verifiable evidence, specifies what evidence has been reviewed and in reliance on that evidence the agency head affirms that continued investigation is necessary. The types of evidence the agency head must review and may rely upon will be dependent upon the type of case, but may include arrest and case reports, medical records, statements of witnesses and complainants, video or audio tapes, and photographs. This list is illustrative only and is not to be considered exclusive or exhaustive.

In the case of a sustained finding that is subject to the parties' grievance procedure, the arbitrator has the authority to review whether the Department made a good faith effort to secure an affidavit from the complainant and whether the affidavit of the head of OPS or IAD was based upon objective evidence of the type specified above, in addition to the issues of just cause and the appropriateness of the penalty in determining whether to grant the grievance.

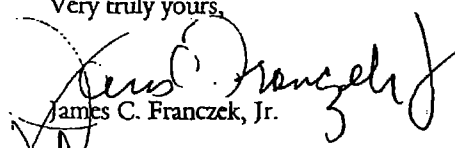
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FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

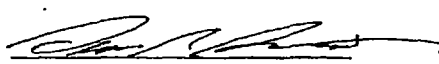
Sean Smoot, Esq.
July 13, 2005
Page 2

If this letter accurately reflects your understanding and agreement regarding this issue, please sign where indicated and return a copy to me.

Very truly yours,


James C. Franczek, Jr.

Acknowledged and Agreed to this 13th day of July, 2005


Sean M. Smoot, Esq.
Attorney, Policemen's Benevolent & Protective Association
Unit 156 - Sergeants

274963.1

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
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CHICAGO, ILLINOIS 60606-6785
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FAX 312-986-9192
<http://www.nlfpc.com>

April 9, 1999

Mr. Marvin Gittler
Asher, Gittler, Greenfield,
Cohen and D'Alba, Ltd.
125 South Wacker Drive, Suite 1100
Chicago, IL 60606

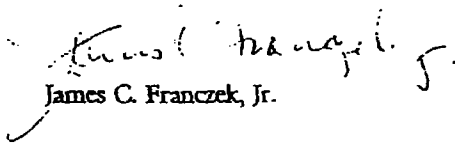
Re: Seniority - Holiday Assignment

Dear Marv:

This letter confirms our conversation and agreement during negotiations that the seniority provisions of Article 23.7 of the Sergeants Association agreement will not apply to a holiday falling within a Sergeant's authorized furlough extension. A Sergeant who has been authorized a furlough extension which includes a holiday will be given first priority for being off on that holiday.

If this letter comports with your understandings, please so indicate by signing below.

Very truly yours,


James C. Franczek, Jr.


Marvin Gittler

JCF:mp

111433.1

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JAMES C. FRANCZEK, JR.
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SIDE LETTER

March 15, 1999

Mr. Marvin Gittler
Asher, Gittler, Greenfield,
Cohen and D'Alba, Ltd.
125 South Wacker Drive, Suite 1100
Chicago, IL 60606

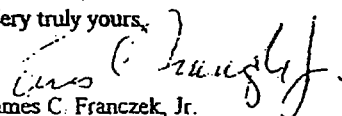
Re: Rank Credit and Quarterly Differential

Dear Marv:

This letter confirms our discussion that currently neither Section 20.10, Rank Credit, nor Section 26.2, Quarterly Differential, is applicable to any rank below Sergeant. As the City has advised you, it is our position that those two benefits should not be extended, and we have no plans to extend them, to any rank below Sergeant. However, in order to resolve this contract, and in an effort to allay any concerns that the Association might have (regardless of how remote those concerns might be), please regard this letter as an assurance that, should the City extend either of these benefits to any rank below Sergeant, we will re-open for negotiation, upon written notice from the Sergeants' Association, the collective bargaining agreement with regard to these two items.

Assuming that this letter comports with your understanding, please so indicate by signing below.

Very truly yours,


James C. Franczek, Jr.

AGREED:


Marvin Gittler

JCF:mp

1097291

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

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<http://www.nlfpc.com>

March 15, 1999

LETTER OF AGREEMENT

Mr. Marvin Gittler
Asher, Gittler, Greenfield,
Cohen and D'Alba, Ltd.
125 South Wacker Drive, Suite 1100
Chicago, IL 60606

Re: Memorandum of Understanding
One-Half Hour Lunch Period - PB&PA Unit 156-Sergeants

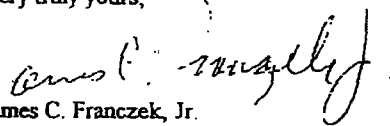
Dear Marv:

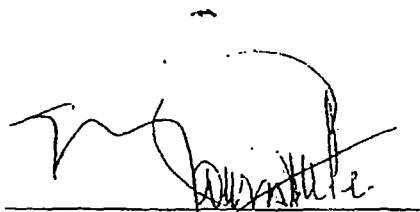
This will confirm the understanding of the parties with respect to the one-half hour lunch period referenced in the Memorandum of Understanding incorporated in the collective bargaining agreement between the parties. The parties agree and understand that this one-half hour period is normally an uncompensated lunch period. In the event that an officer works in excess of a given tour of duty because he has been required to perform work during a meal period, the officer may request overtime compensation in accordance with the terms of the contract. Such requests shall be initiated and processed according to the procedures set forth in the applicable directives governing all requests for overtime compensation.

Please indicate your agreement with this letter by signing on the line provided.

As always, we are appreciative of your kind courtesies.

Very truly yours,


James C. Franczek, Jr.



Marvin Gittler

JCF:mp

109730 1

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
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JCF#7331453@mcimail.com

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CHICAGO, ILLINOIS 60606-6785
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March 15, 1999

Mr. Marvin Gittler
Asher, Gittler, Greenfield,
Cohen and D'Alba, Ltd.
125 South Wacker Drive, Suite 1100
Chicago, IL 60606

Re: Notification of Legal Action and Creation of Lien

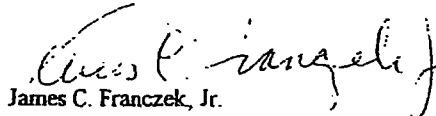
Dear Marv:

This letter confirms our understanding, as follows:

Whenever a Sergeant covered by this Agreement is absent from work on account of injury or illness and receives salary during such absence pursuant to the provisions of Article 18 (Disability Income), the Sergeant shall notify the Employer of the name and address of any attorneys the Sergeant retains for the purpose of prosecuting a claim on his behalf because of said injury or illness and, as a condition for receiving such salary, shall acknowledge on the Employer's form the creation of a lien in favor of the City of Chicago which shall attach to any recovery which the Sergeant has or may effect from the person or party whom it is claimed is responsible for the injury or illness in the full amount the City of Chicago has or may expend on the Sergeant's behalf for said salary. Said lien is in addition to any other lien the City may possess with respect to payment of medical and/or hospital expenses. Provided, the City agrees that the salary lien referred to above shall in no instance exceed 50% (fifty per cent) of the total amount of the judgment or settlement resulting from prosecution of the claim.

If the foregoing comports with your understanding, please so indicate by signing below.

Very truly yours,


James C. Franczek, Jr.


Marvin Gittler

JCF:mp

1097161

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
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March 15, 1999

Mr. Marvin Gittler
Asher, Gittler, Greenfield,
Cohen and D'Alba, Ltd.
125 South Wacker Drive, Suite 1100
Chicago, IL 60606

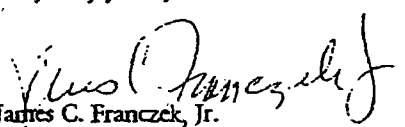
Re: Educational Reimbursement

Dear Marv:

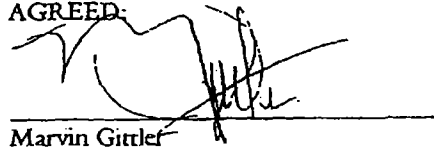
This letter confirms our conversation that, in connection with ARTICLE 24, Educational Reimbursement, "college or university" in Section A.4. has been applied under the FOP contract to mean a college or university accredited by the North Central Association of Colleges and Universities and is a college or university within the State of Illinois. We agreed that this is the interpretation which will be used under this provision for the Sergeants, Lieutenants and Captains. In the event that this interpretation is changed by agreement with the FOP or through arbitration with the FOP, any such change will also apply to Sergeants, Lieutenants and Captains.

Please indicate your agreement by signing below.

Very truly yours,


James C. Franczek, Jr.

AGREED:


Marvin Gittler

JCF:mp

1097521

LAW OFFICES

ASHER, GITTLER, GREENFIELD, COHEN & D'ALBA, LTD.

SUITE 1100

125 SOUTH WACKER DRIVE

CHICAGO, ILLINOIS 60606

TELEPHONE (312) 263-1500

FACSIMILE (312) 263-1520



March 15, 1999

James C. Franczek, Jr., Esq.
Franczek Sullivan P.C.
300 South Wacker Drive
Suite 3400
Chicago, IL 60606

Dear Mr. Franczek:

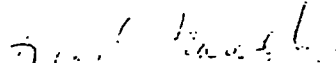
The City of Chicago acknowledges and agrees that the provisions and language of the contract article entitled "Accountability of Sergeants" shall not be used in any manner by the City of Chicago to file, institute, support or maintain any claim or cause of action or charge or petition in any forum, the purpose or object of which will be to revoke, modify or eliminate the certification of or to decertify or to raise a question concerning representation relating to PB&PA Unit 156 or any part or unit thereof. Further, neither the article nor its language is intended to support the proposition that the officers described in that article are statutory supervisors within the meaning of the IPELRA. Please acknowledge this understanding in the space provided below.

Very truly yours,

Marvin Gittler

Agreed to this 15 day of

MARCH, 1999.


James C. Franczek, Jr.



City of Chicago



O2013-8446

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District for provision of Tax Increment Financing (TIF) funds for Douglas Park improvements
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

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

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

WHEREAS, the Park District has proposed to undertake certain improvements, including the construction of a regulation size artificial turf athletic field and running track, to Douglas Park (the "Project"), generally located at 1401 South Sacramento Avenue, Chicago, Illinois 60623 (the "Property"); and

WHEREAS, the Property lies within the boundaries of the Midwest 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, in accordance with the provisions of the Act, and pursuant to ordinances adopted on May 17, 2000, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "Midwest Redevelopment Project Area" (the "Midwest Redevelopment Project Area"); (ii) designated the Midwest Redevelopment Project Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Midwest Redevelopment Project Area, and the Plan was amended pursuant to an ordinance adopted on May 9, 2012; 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 Midwest Redevelopment Project Area shall be known as the "City Increment"); and

WHEREAS, the City wishes to make available to the Park District a portion of the City Increment in an amount not to exceed \$2,000,000 for the purpose of funding, in part, the Project costs (the "TIF-Funded Improvements") 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 Midwest Redevelopment Project 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 A (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, the Commissioner of the Department 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 and approval.

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO PARK DISTRICT DOUGLAS PARK—ATHLETIC FIELD

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 construction of a regulation size artificial turf athletic field and running track at the northwest section of Douglas Park, (the "**Project**"), an approximately 218 acre park located at 1401 South Sacramento Avenue, Chicago, Illinois 60623, 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 Midwest Redevelopment Project 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 May 17, 2000, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4-1 *et seq.*, as amended (the "**Act**"), the City Council (the "**Corporate Authorities**") of the City of Chicago (the "**City**"): (i) approved a redevelopment plan and project (the "**Redevelopment Plan**") for a portion of the City known as the "**Midwest Redevelopment Project Area**" (the "**Redevelopment Project Area**") and, (iii) adopted tax increment financing for the Redevelopment Project Area, and the Redevelopment Plan was amended pursuant to an ordinance adopted on May 9, 2012.

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 Redevelopment Project Area shall be known as the "**Midwest 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 Midwest Increment in an amount not to exceed a total of \$2,000,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Redevelopment Project 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 Redevelopment Project 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 Midwest Redevelopment Project Area Special Tax Allocation Fund; such special account shall be known as the "**Douglas Park—Athletic Field Account**." Disbursement of TIF Assistance funds will be subject to the availability of Midwest Increment in the Douglas Park—Athletic Field Account, subject to all restrictions on and obligations of the City contained in all Midwest Ordinances, or relating to the Midwest 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 \$2,060,000. 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 Redevelopment Project 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

[To be attached at closing]

Exhibit B

Plans and Specifications

[To be attached at closing]

Exhibit C

**Project Budget /
TIF-Funded Improvements**

Preliminary Budget*

Planning	\$5,000
Utility relocation and site control	55,000
Environmental	55,000
Design fees	130,000
Project management (PBC)	230,000
Construction	<u>1,585,000</u>
TOTAL	\$2,060,000

*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



O2013-9077

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Regional Transportation Authority and Chicago Transit Authority for allocation of Motor Fuel Tax fund for operational expenses
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 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 the motor fuel ordinance and associated ordinance authorizing an intergovernmental agreement with the Chicago Transit Authority for fiscal year 2014.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the law of the State of Illinois establishing the Regional Transportation Authority (the "RTA") (70 ILCS 3615/1,01, et seq.,) provides in Section 4.10 that the RTA shall not for any fiscal year of the RTA release to the Chicago Transit Authority (the "CTA") any funds except for the proceeds of taxes imposed by the RTA under Section 4.03 and 4.03.1 which are allocated to the CTA under Section 4.10(d) unless a unit or units of local government in Cook County (other than the CTA) enters or enter into an agreement with the CTA to make a monetary contribution for such year of at least Five Million Dollars (\$5,000,000) for public transportation; and

WHEREAS, the CTA will, for the foreseeable future, require such financial grants from the RTA in order to meets it operation expenses; and

WHEREAS, every year since the inception of the RTA, the City of Chicago has contributed Three Million Dollars (\$3,000,000) and the County of Cook has contributed Two Million Dollars (\$2,000,000) for such purpose; now, therefore,

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

SECTION 1. There is hereby allocated for the fiscal year of the RTA ending December 31, 2014 the sum of Three Million Dollars (\$3,000,000) for use by the CTA as a matching grant from the City of Chicago to be paid prior to December 31, 2014 from that part of the Motor Fuel Tax Funds which have been or may be allocated to the City of Chicago.

SECTION 2. The sum of Three Million Dollars (\$3,000,000) hereby allocated shall be deemed, considered and construed as the payment and fulfillment of the local contribution required of the City of Chicago pursuant to an agreement made under Section 4.10 of the Regional Transportation Authority Act (70 ILCS 3615/4.10) between the CTA, the County of Cook, and the City of Chicago. Subject to the approval of the Corporation Counsel as to form and legality, the Mayor is authorized to execute such agreement, substantially in the form attached hereto as Exhibit A.

SECTION 3. The City Clerk is hereby directed to transmit a certified copy of this Ordinance to the Governor of the State of Illinois and (2) two certified copies of this Ordinance to the Department of Transportation of the State of Illinois, Springfield, Illinois.

SECTION 4. This Ordinance shall be in force and effect from and after its passage and approval.

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

INTERGOVERNMENTAL AGREEMENT

This agreement is made as of this _____th day of _____, 2014, by and among the Chicago Transit Authority, a municipal corporation of the State of Illinois that was established pursuant to the Metropolitan Transit Authority Act, 70 ILCS 3605/1, et seq. (the "Authority"), the City of Chicago, an Illinois municipal corporation, acting by and through its Department of Finance (the "City"), and the County of Cook, an Illinois body corporate and politic (the "County").

Witnesseth

1. The City hereby agrees that, prior to December 31, 2014, and pursuant to an ordinance of the City Council of the City passed on _____ and recorded in the Journal of Proceedings of the City Council of the City for that date at pages _____ thereof, it shall contribute to the Authority, for the Authority's public transportation purposes, the amount of Three Million Dollars (\$3,000,000) (the "City Contribution") from the City's allotment of State of Illinois ("Illinois") motor fuel tax funds.
2. The County hereby agrees that, prior to December 31, 2014, and pursuant to authority granted by the County Board of Commissioners on _____, it shall contribute to the Authority, for the Authority's public transportation purposes, the amount of Two Million Dollars (\$2,000,000) (the "County Contribution") from the County's allotment of Illinois motor fuel tax funds.
3. The Authority hereby agrees that, pursuant to an ordinance of the Chicago Transit Board passed on _____, it has the authority to accept the City Contribution and the County Contribution.
4. The Authority hereby agrees to use the City Contribution and the County Contribution for its public transportation purposes as set forth in Section 4.10 of the Regional Transportation Authority Act, 70 ILCS 3615/4.10.
5. The Authority agrees that, if the State of Illinois ("State") audits or otherwise questions the City or the County in connection with the City Contribution or the County Contribution, the City and the County shall each have the right to audit or question the Authority to the same extent thereof.
6. The Authority agrees to indemnify the City and the County from and against repayment losses, if any, to the extent Illinois requires the repayment to it of all or any part of the City Contribution or the County Contribution.
7. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

8. The Authority, the City and the County agree to cooperate fully with one another in the implementation of this agreement.

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City of Chicago



O2013-8462

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with 571 W. Polk, LLC governing access to property at 800 S DesPlaines St
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a lease agreement at 571 West Polk.

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: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with 571 W. Polk, LLC, as Tenant, governing 571 W. Polk, LLC's access to property located at 800 South Des Plaines Street; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE (the "Agreement") is made and entered into this _____ day of _____, 2013 (the "Commencement Date") by and between, **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (herein referred to as "City"), and **571 W. POLK, LLC**, an Illinois limited liability company (hereinafter referred to as "**Tenant**").

RECITALS

WHEREAS, City is the owner of the premises more commonly known as 800 South Des Plaines Street, Chicago, Cook County, Illinois; and

WHEREAS, the Tenant owns the property located at 571 West Polk Street and used as a kidney dialysis center; and

WHEREAS, City has agreed to lease to Tenant, and Tenant has agreed to lease, approximately 4,050 square feet of the lot located at 800 South Des Plaines Street for access to 25 parking spaces (spaces 6 through 13 and 64 through 80 – the "Premises") as delineated in the layout attached hereto and made a part hereof as **Exhibit A** to be used by Tenant Mondays through Fridays for parking for employees and visitors of the property owned by Tenant at 571 West Polk Street and not as general public parking;

WHEREAS, the Premises are not in municipal use on Saturdays or Sundays and the Premises are used exclusively as a portion of the Maxwell Street Market on Sundays.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

City hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 4,050 square feet of vacant land (25 parking spaces designated as spaces 6 through 13 and 64 through 80) located on that certain parcel of real estate more commonly known as 800 South Des Plaines Street, Chicago Illinois (part of PIN # 17-16-309-054).

SECTION 2. TERM

The term of this Agreement (the "Term") shall begin on the Commencement Date and shall end on December 31, 2018, unless sooner terminated as set forth in this Agreement.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 **Rent.** Tenant shall pay To City rent for access to the Premises in the amount of:

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- a) Three-Thousand Eight-Hundred Seventy-Five and 00/100 Dollars (\$3,875.00) per month beginning on November 1, 2013 and ending on December 31, 2014;
- b) Three-Thousand Nine-Hundred Seventy-Five and 00/100 Dollars (\$3,975.00) per month beginning on January 1, 2015 and ending on December 31, 2015;
- c) Four-Thousand Seventy-Five and 00/100 Dollars (\$4,075.00) per month beginning on January 1, 2016 and ending on December 31, 2016;
- d) Four-Thousand One-Hundred Seventy-Five and 00/100 Dollars (\$4,175.00) per month beginning on January 1, 2017 and ending on December 31, 2017;
- e) Four-Thousand Three-Hundred and 00/100 Dollars (\$4,300.00) per month beginning on January 1, 2018 and ending on December 31, 2018;

City and Tenant covenant that this rent payment reflects Tenant's use of property only on Mondays through Fridays. Rent shall be made payable to the "City of Chicago" and shall be paid to City at the Department of Finance, Warrants for Collection, City Hall, 121 North LaSalle Street, Room 107A, Chicago, Illinois 60602, or at such place as City may from time to time, hereby designate in writing to Tenant.

3.2 Utilities. Tenant shall pay when due all charges for any supplemental electricity, water, power and telephone or other communication service, and all other utility services used in or supplied for Tenant's exclusive use.

3.3 Accord and Satisfaction. No payment by Tenant, or receipt by City, of a lesser amount than any payment due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. City may accept such check or payment without prejudice as to City's right to recover the balance of such installment or payment to pursue any other remedies available to City.

SECTION 4. TENANT'S TAX OBLIGATIONS

4.1 Tenant's Affirmations with Respect to Real Estate and/or Leasehold Taxes. Tenant assumes full responsibility for any and all real estate or leasehold taxes, penalties, or interest assessed or levied on the Premises during the Term as a result of Tenant's occupancy of the Premises pursuant to this Agreement. Tenant acknowledges that but for Tenant's occupancy of the subject Premises said property would be exempt from taxation. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant may be responsible for satisfaction of leasehold taxes (including any applicable interest and penalties) assessed or levied on the subject Premises for least one (1) year after Tenant vacates the premises. Notwithstanding the foregoing, nothing contained herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes, interest, and penalties during the pendency of the contest shall not constitute a

default under this Agreement. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement, but payment may be a requirement for contesting such taxes. The parties acknowledge that Tenant is only utilizing a portion of the underlying PIN. In the event that there is a tax assessment on the entire PIN attributable to the Tenant's use of the Premises, the parties shall prorate any tax assessments based on the Tenant's use of the Premises (4,050 sq. ft) and on the fact that the Tenant will only use the Premises 71.4% of the time (5 out of 7 days).

4.2 Tenant's Payment of Real Estate and/or Leasehold Taxes. During the Term and/or as a result of Tenant's occupancy of the Premises pursuant to this Agreement or any other subsequent agreement between City and Tenant, Tenant covenants that Tenant shall pay when due any real estate or leasehold taxes (including any applicable interest and penalties) assessed or levied on the subject Premises in full including any penalties if applicable without reimbursement or other setoff from City. Tenant shall contact the Cook County Treasurer or other appropriate taxing body to ascertain the tax amounts and/or penalties assessed on the subject Premises. Subject to 4.1 above, no later than fifteen (15) days before the due date of said taxes Tenant shall tender payment in full to the Cook County Treasurer or other appropriate taxing body any and all real estate or leasehold tax amounts and/or penalties due and owing on the subject Premises. Tenant shall provide City with proof of payment in full within ten (10) days of such payment. Tenant shall indemnify and hold the City of Chicago harmless from any and all such real estate taxes, including all leasehold taxes, penalties, fines, due and owing on the Premises.

4.3 Miscellaneous. Tenant covenants that the responsibilities included in the Section 4 are independent of any and all other rights, duties, or obligations incorporated in this Agreement. Tenant assumes full responsibility for any failure to adhere to each of the requirements of this Section, including any penalties that may be assessed. Tenant's responsibilities under this Section shall survive the expiration, cancellation, or termination of this Agreement.

4.4 Tenant's Leasehold. City and Tenant covenant that Tenant shall only occupy 4,050 square feet of PIN#17-16-309-054. As a result, Tenant's tax obligations under this Agreement shall only pertain to the square footage used by Tenant hereunder. City and Tenant agree that Tenant's tax responsibilities under this Agreement shall only pertain to a share of those taxes equal to Tenant's leasehold divided by the total square footage of the subject PIN#.

SECTION 5. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS

5.1 Covenant of Quiet Enjoyment. City covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Agreement on its part to be kept, observed and performed, shall lawfully enjoy the Premises (subject to the provisions of this Agreement) during the Term without hindrance or molestation by City.

5.2 Tenant's Duty to Maintain Premises and Right of Access. City shall take reasonable efforts (but is not required) to maintain the Premises in a condition of good repair and

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good order. Tenant shall advise City regarding any issues with maintenance of the Premises. City shall have the right of reasonable access to the Premises upon reasonable prior written notice to Tenant for the purpose of inspecting and making repairs or improvements to the Premises. City shall always have access to the Premises in the event of any emergencies.

5.3 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to parking of automobiles for use by staff and visitors of the kidney dialysis center located at 571 West Polk Street and not as parking for the general public (the "Use"). The Premises shall never be used as a parking lot by the general public. The Tenant shall not charge any fees for access to the Premises and shall not receive any other payment for such access to the Premises. The Use does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant shall not use said Premises for political or religious activities.

5.4 Reassignment of Use Location. From time to time, City may reapportion the location of Tenant's parking spaces within the 800 South Des Plaines Street lot. Such reapportionment shall be at City's sole discretion and authorized through this Section 5.4 or pursuant to Section 12.1 or Section 12.2 hereunder.

5.5 Alterations and Additions. Tenant may not make any alterations, additions, or improvements to the Premises.

SECTION 6. ASSIGNMENT, SUBLEASE, AND LIENS

6.1 Assignment and Sublease. Tenant shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof. Subject to written approval from the Commissioner of the City's Department of Fleet and Facility Management, Tenant may assign this agreement to any successors in interest.

6.2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, City, at its election, may pay and satisfy same, and all sums so paid by City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 7. INSURANCE AND INDEMNIFICATION

7.1 Insurance. The Tenant shall procure and maintain at all times at the Tenant's own expense, during the Term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to this Agreement with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all of the Tenant's employees and Employer's Liability coverage with limits of not less than \$100,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). City of Chicago, its employees, elected officials, agents, and representatives, and City's property manager for the Building are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement.

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

d) All Risk Liability. The Tenant and its contractors and subcontractors shall be responsible for all loss or damage to personal property (including without limitation vehicles, materials, equipment, tools and supplies), owned, rented or used by the Tenant or its contractors and subcontractors. The Tenant shall be responsible for all loss or damage to City-owned property, improvements or facilities at replacement cost.

7.2 Other Terms of Insurance. The Tenant will furnish City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage 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 Tenant shall submit evidence on insurance prior to Agreement award. The receipt of any certificates does not constitute agreement by 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 City to obtain certificates or other insurance evidence from the Tenant shall not be deemed to be a waiver by City. The Tenant shall advise all insurers of this Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Tenant of its obligation to provide Insurance as

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specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and City retains the right to terminate this Agreement until proper evidence of insurance is provided.

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

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Tenant.

The Tenant agrees that its insurers shall waive their rights of subrogation against City of Chicago its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by the Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within this Agreement documents or by law.

The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under this Agreement.

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.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

7.3 Indemnification. The Tenant shall indemnify, defend, and hold City harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs) (collectively the "Claims"), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from City or the Tenant by reason of the Tenant's performance of or failure to perform any of the Tenant's obligations under this Agreement or the Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of the Tenant's contractors, subcontractors, respective officers, directors, agents, employees, invitees, or third parties.

SECTION 8. DAMAGE OR DESTRUCTION

8.1 Damage or Destruction. If the Premises are damaged or destroyed by a casualty to such extent that Tenant cannot continue to occupy or conduct its normal business therein, or if the Premises do not meet all applicable codes and are therefore rendered untenable, either City or Tenant shall have the option to declare this Agreement terminated as of the date of such damage or destruction by providing each other City written notice to such effect. If either City or Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and City shall forthwith repay to Tenant all prepaid rent.

SECTION 9. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

9.1 Conflict of Interest. No official or employee of City of Chicago, nor any member of any board, commission or agency of City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use her or his position to influence any City governmental decision or action with respect to this Agreement.

9.2 Duty to Comply with Governmental Ethics Ordinance. City and the Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to City of Chicago.

SECTION 10. HOLDING OVER

10.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2019 and the rent shall be at one-hundred three percent (103%) of the same rate as set forth in Section 3.1 (e) of this Agreement. Provided, however, that during such holding over all other provisions of this Agreement shall remain in full force and effect.

SECTION 11. MISCELLANEOUS

11.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to City as follows:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Room 300
Chicago, Illinois 60602

or at such other place as City may from time to time designate by written notice to Tenant. All notices, demands, and requests by City to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Vahooman Mirkhaef
"571 W. Polk, LLC"
557 West Polk Street, Suite 201

Chicago, Illinois 60607

or at such other place as Tenant may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon Tenant by City, or upon City by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

11.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

11.3 Governing Law. This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois.

11.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

11.5 Captions and Section Numbers. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

11.6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

11.7 Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

11.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

11.9 Authorization to Execute Agreement. The parties executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of City and Tenant respectively and that by their execution of this Agreement, it became the binding obligation of City and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

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11.10 Termination of Agreement. City or Tenant shall have the right to terminate this Agreement for any reason by delivering thirty (30) days prior written notice at any time after the Commencement Date.

11.11 Force Majeure. When a period of time is provided in this Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

11.12 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, City representatives, or other finders. Tenant warrants to City that no broker, tenant representative, or other finder (a) introduced Tenant to City, (b) assisted Tenant in the negotiation of this Agreement, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Agreement. City warrants to Tenant that City does not use brokers, City representatives, or other finder. Tenant warrants to City that no broker, tenant representative, or other finder (a) introduced City to Tenant, (b) assisted City in the negotiation of this Agreement, or (c) dealt with City on City's behalf in connection with the Premises or this Agreement. No rental payments or other obligations due to City hereunder shall ever be provided to any brokers, tenant representatives, City representatives, or other finders or so-called real estate providers.

11.13 Clean-up Post-Market Days. City, or City's contractor, may clean the debris and litter from the Premises on days after the operation of City's Maxwell Street Market. Aside from litter or debris introduced to the Premises by Tenant's staff, contractors, or invitees, Tenant shall not be responsible for cleanup of the Premises on those days following Maxwell Street Market days.

11.14 City Use for Chicago Digital Network. Tenant acknowledges that City shall coordinate the placement of at least two (2) digital signs on, or adjacent to, the Premises. In the event of such placement, City may reasonably require Tenant to relocate to other spaces adjacent to the Premises.

11.15 Not Exclusive. This Agreement is not an exclusive arrangement and City may pursue other use opportunities for the Premises and property adjacent to the Premises.

11.16 Amendments. From time to time, the parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or City's administration of said Agreement. Provided, however, that such Amendment(s) shall not serve to extend the Agreement term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and Tenant. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

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11.17 Prior Lease. Tenant acknowledges that prior to the date of this Lease, Tenant has occupied and been in possession of the Premises under the terms of that certain Lease between Tenant and City dated April 4, 2008, including the holdover provisions thereof. City and Tenant each acknowledge and agree that the other party has performed all obligations under such prior Lease and that neither party has any known claims against the other with respect to such prior Lease.

SECTION 12. OPTION TO EXPAND OR CONTRACT

12.1 Option to Contract. At any time after the Commencement Date, and with thirty (30) days prior written notice, Tenant may choose to reduce Tenant's access to the Premises in increments of up to five (5) parking spaces, or 810 square feet. Such contraction shall not result in the reduction of the Premises to less than ten (10) parking spaces, or 1,620 square feet. If Tenant exercises such contraction, the revised location of Tenant's reduced parking spaces shall be at the sole discretion of City. In the event of exercise of such contraction, the location of such contraction shall not, however, prevent Tenant's egress or ingress to the Premises. Upon such contraction, Tenant's reduced rent shall be based on the per square foot rates then in effect pursuant to Section 3.1 of this Agreement. City and Tenant shall execute an Amendment to this Agreement pursuant to Section 11.16 memorializing such contraction.

12.2 Option to Expand. At any time after the Commencement Date, Tenant may request from City access to additional spaces adjacent to the Premises. City may accept or reject such expansion proposal at City's sole discretion. If such expansion is acceptable to City and Tenant then upon such expansion, Tenant's increased rent shall be based on the per square foot rates then in effect pursuant to Section 3.1 of this Agreement. City and Tenant shall execute an Amendment to this Agreement pursuant to Section 11.16 hereinabove memorializing such expansion.

SECTION 13. TENANT RESPONSIBILITIES

13.1 Custodial Service. Tenant shall keep the Premises clean and free of debris on weekdays.

13.2 Snow Plowing. Tenant acknowledges that Landlord shall not be required to provide snow removal services to the Premises.

13.3 Satisfaction with Condition. Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

13.4 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other users, is illegal, or increases the rate of insurance on the Premises.

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13.5 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

13.6 Security. Tenant shall be responsible for providing security for Tenant's use of the Premises. City shall not have any responsibility for providing security to the Premises.

13.7 No Alcoholic Beverages or Drugs. Alcoholic beverages or illegal drugs of any kind or nature shall not be sold, given away, or consumed on the Premises by Tenant, Tenant's staff, agents, contractors, or invitees.

13.8 Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The City of Chicago, Department of Fleet and Facility Management, must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a material breach of the terms of this Agreement.

13.9 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, agents, contractors, or invitees.

13.10 Condition Upon Termination. Upon the termination of this Agreement, Tenant shall surrender the Premises to the City in a comparable or better condition to the condition of the Premises at the beginning of Tenant's access to the Premises, with normal wear and tear taken into consideration. Tenant shall remain liable for any damage to the Premises beyond ordinary wear and tear.

13.11 Trade Fixtures. Within five (5) days from the termination of this Agreement, Tenant shall remove Tenant's personal property and equipment placed on the Premises by Tenant. Tenant shall repair any injury or damage to the Premises which may result from such removal. If Tenant does not remove Tenant's property from the Premises within five (5) days from the termination of this Agreement, City may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to City on demand, or City may treat such property as being conveyed to City with this Agreement serving as a bill of sale, without further payment or credit by City to Tenant.

13.12 Use of Premises. Tenant shall vacate the Premises by no later than 11:59 PM each Friday and shall resume use of the Premises by no earlier than 12:00 AM each Monday. Tenant understands that any vehicles on the Premises after 11:59 PM each Friday and before 12:00 AM each Monday shall be towed at owner's expense.

13.13 Full Liability. Tenant assumes full legal and financial responsibility and liability for any use of the Premises by the Tenant, Tenant's staff, agents, contractors, or invitees.

13.14 Repairs for Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or other City property adjacent to the Premises

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necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant, Tenant's staff, agents, contractors, or invitees.

13.15 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income with respect to access to the Premises. The Tenant shall not use the Premises for any religious purposes.

13.16 Lot Rules. Tenant shall comply with all reasonable rules and regulations in place on the Commencement Date or thereafter promulgated in writing by City for use of the Premises.

13.17 City Use Paramount. Tenant affirms that the Premises are also actively used as the Maxwell Street Market. Tenant acknowledges that the most important use of the Premises is as part of the Maxwell Street Market. Tenant shall refrain from undertaking any activities that interfere with the Maxwell Street Market as determined solely by City. City reserves the right to terminate or suspend Tenant's access to the Premises at any time in the event any use interferes with the Maxwell Street Market.

13.18 No Other Rights. The execution of this Agreement does not give Tenant any other right with respect to the Premises. Any rights not expressly granted to Tenant through this Agreement are reserved exclusively to City. Unless otherwise specified in this Agreement, the execution of this Agreement does not obligate City to undertake any additional duties or to provide any services.

13.19 Default. Tenant must adhere to all provisions of this Agreement. Failure of Tenant to adhere to all provisions of this Agreement will result in default. In the event of such default, City will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within five (5) days. If Tenant does not cure such default within five (5) days, City may cancel this Agreement with ten (10) days written notice.

13.20 Economic Disclosure Statement and Affidavit ("EDS") Updates. Throughout the Term and during any holding over periods, Tenant shall provide City with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement and Affidavit ("EDS"). City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Agreement.

SECTION 14. TENANT DISCLOSURES AND REPRESENTATIONS

14.1 Business Relationships. Tenant acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City

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Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

14.2 Patriot Act Certification. Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) 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.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

14.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Lease by Tenant, (ii) while this Lease or any Other Contract is executory, (iii) during the term of this Lease or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to close the transaction contemplated by this Lease.

For purposes of this provision:

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

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

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

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

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

14.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of the Department of Fleet and Facility Management. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractor's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Tenant's eligibility for future contract awards.

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

14.6 Cooperation with Inspector General and Legislative Inspector General. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the Tenant acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with

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the Office of the Inspector General and Office of the Legislative Inspector General in connection with any activities undertaken by such office with respect to this Lease, including, without limitation, making available to the Office of the Inspector General and the Office of the Legislative Inspector General the department's premises, equipment, personnel, books, records and papers. The Tenant agrees to abide by the provisions of Chapter 2-26-110 et seq.

14.7 Shakman Prohibitions.

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Tenant is aware that City policy prohibits City employees from directing any directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Tenant under this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This Lease 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 Tenant.

(iii) Tenant will not condition, base, or knowingly prejudice or affect any term or term or aspect to the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, 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 Lease, 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.

(iv) In the event of any communication to Tenant by a City employee or City official in violation of Section 14.7(ii) above, or advocating a violation of Section 14.7(iii) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Commencement Date.

CITY:

THE CITY OF CHICAGO,

an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

TENANT:

571 W. POLK, LLC,

an Illinois limited liability company

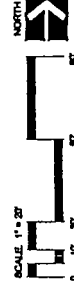
By: _____

Name: _____

Its: _____

EXHIBIT A

LAYOUT OF PREMISES



800 South Des Plaines Street
571 W. Polk, LLC
Lease No. 20190

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

**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:

571 W. POLK, 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: 551 W. POLK ST, STE 201
CHICAGO IL 60607

C. Telephone: (312) 447-1200 Fax: (312) 447-0922 Email: shadow@egsl.com

D. Name of contact person: VANDERMAN MURRAY

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):

REQUEST TO LEASE CITY OWNED PROPERTY OF POLK & DES PLAINES
(300 S. DES PLAINES)

G. Which City agency or department is requesting this EDS? DEPT OF FLEET & FACILITY
MANAGEMENT

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

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

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

ILLINOIS

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

☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
<u>VAHCOMAN MIRKHAET</u>	<u>PRESIDENT</u>

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
VALLGOMAN MIRKHAFF	551 W. FOLK	100%

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.

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

☐ Yes

☒ No

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

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

☐ Yes

☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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):

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 online 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 If 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.

DTI W. POLKILL
(Print or type name of Disclosing Party)

By: _____
(Sign here)

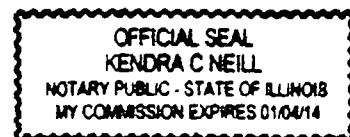
VAUGHAN MIRKHAEF
(Print or type name of person signing)

PRESIDENT
(Print or type title of person signing)

Signed and sworn to before me on (date) 10/15/2013,
at COOK County, ILLINOIS (state).

Kendra C Neill Notary Public.

Commission expires: 11/4/2014



**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

[X] No

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



City of Chicago



O2013-8554

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment to Midway International Airport use agreement and Facilities Lease
Committee(s) Assignment:	Committee on Aviation



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

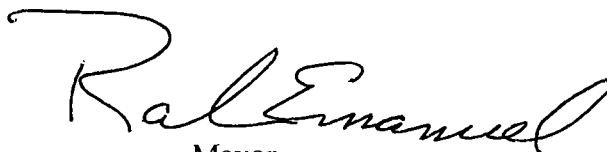
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing an amendment to the Midway International Airport use agreement and facility lease.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

AUTHORIZING AMENDMENT OF CHICAGO MIDWAY INTERNATIONAL AIRPORT AIRPORT USE AGREEMENT AND FACILITIES LEASE

WHEREAS, the City of Chicago (the “*City*”) is a body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City owns and operates the airport known as Chicago Midway International Airport situated in the City of Chicago, County of Cook, State of Illinois (“*Midway Airport*”); and

WHEREAS, the City entered into the Amended and Restated Airport Use Agreements and Facility Leases (the “*Airport Use Agreements*”) with certain airlines (the “*Airline Parties*”) effective January 1, 2013; and

WHEREAS, the City submitted to the Federal Aviation Administration (the “*FAA*”) a fiscal Year 2013 Competition Plan Update for Chicago Midway International Airport (the “*Plan Update*”), and, by a letter dated July 3, 2013 (the “*Letter*”), the FAA informed the City that the FAA found the Plan Update to be in accordance with the requirements of 49 U.S.C. Sections 40117(k) and 47106(f) and conditionally approved the Plan Update, subject to certain conditions specified in the Letter (the “*Conditions*”); and

WHEREAS, the City and the Airline Parties desire to amend the Airport Use Agreement to comply with the Conditions specified by the FAA in the Letter;

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

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

SECTION 2. Authorization of Amendment. The Mayor, upon the recommendation of the Commissioner of the Chicago Department of Aviation (the “*Commissioner*”) and the approval of the Corporation Counsel as to form and legality, is authorized to enter into an Amendment to the Airport Use Agreements entered into with each of the Airline Parties. The City Clerk is authorized and directed to attest and to affix the official seal of the City upon each of the Amendments. Each Amendment shall be in substantially the same form as the amendment attached as *Exhibit A* to this ordinance, with such changes as are not inconsistent with this ordinance and are approved by the Mayor, the Mayor’s execution of the Amendments to constitute conclusive evidence of the City Council of the City of Chicago’s approval of any and all such changes. The Commissioner is hereby authorized to approve the Amendment.

SECTION 3. Execution of Documentation; Additional Authorizations.

(a) The Mayor, the Commissioner and the Corporation Counsel (the “*Authorized Officers*”), and any other City officer as shall be designated by the Authorized Officers are each

authorized, individually or jointly, to execute and deliver any and all agreements, documents, instruments or certificates as the executing officer shall deem necessary, advisable or appropriate in connection with the Amendments. To the extent that this ordinance specifically provides for the Mayor's execution of a document referred to herein, the document may be executed by an Authorized Officer designated by the Mayor.

(b) In addition to the authorizations and approvals set forth in the preceding paragraphs of this ordinance, any of the Authorized Officers and any other City officer as shall be designated by any of the Authorized Officers are each hereby authorized and directed to do all such other acts and things as may be necessary, advisable or appropriate to carry out the purposes of the Amendment or otherwise to carry out the intent and purposes of this ordinance. All of the acts of each officer 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 4. Conflict. 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.

SECTION 5. Severability; Exercise of Home Rule Power. 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. No provision of the Municipal Code of Chicago or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the documents or instruments authorized by this ordinance or render any such documents or instruments voidable at the option of the City; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code of Chicago. This ordinance is an exercise of the City's power as a home rule unit of local government under Article VII of the 1970 Constitution of the State of Illinois and is intended to override any conflicting provision of any Illinois statute that does not specifically preempt the exercise of home rule power by the City.

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

EXHIBIT A

CHICAGO MIDWAY INTERNATIONAL AIRPORT

**FIRST AMENDMENT TO
AMENDED AND RESTATED
AIRPORT USE AGREEMENT
AND FACILITIES LEASE**

This amendment to the Amended and Restated Airport Use Agreement and Facilities Lease (this "*Amendment*") is made and entered into as of the _____ day of _____, 2013 by and between the **CITY OF CHICAGO**, a municipal corporation and home-rule unit of local government existing under the Constitution of the State of Illinois (the "*City*"), and the airline named on the signature page hereof (the "*Airline*").

WHEREAS, the City and the Airline are parties to that certain Chicago Midway International Airport Amended and Restated Airport Use Agreement and Facilities Lease dated as of January 1, 2013, (the "*Airport Use Agreement*");

WHEREAS, the City submitted to the Federal Aviation Administration ("*FAA*") a Fiscal Year 2013 Competition Plan Update for Chicago Midway International Airport (the "*Plan Update*"), and by a letter dated July 3, 2013 (the "*Letter*"), the FAA informed the City that the FAA found the Plan Update to be in accordance with the requirements of 49 U.S.C. sections 40117(k) and 47106(f) and conditionally approved the Plan Update, subject to certain conditions specified in the Letter (the "*Conditions*"); and

WHEREAS, the City and Airline desire to amend the Airport Use Agreement to comply with the Conditions specified by the FAA in the Letter;

NOW, THEREFORE, the parties amend the Airport Use Agreement as set forth below:

Section 1. The following language shall be added to Section 17.03 of the Airport Use Agreement following the existing language:

"The City and the Airline understand that 49 U.S.C. Section 40117 (the "*Passenger Facility Charge Statute*"), contains limitations on airport-airline contracts, leases and use agreements. Subsection 40117(f)(1) requires: A contract between an air carrier or foreign air carrier and an eligible agency made at any time may not impair the authority of the agency to impose a passenger facility charge or to use passenger facility charge revenue as provided in [the Passenger Facility Charge Statute].

To avoid any doubt that this Agreement executed by the City and the Airline does not provide for Airline Majority-in-Interest rights for disapproval or approval for imposition or use of Passenger Facility Charges for capital projects, the City and the Airline agree that any Airline Majority-in-Interest rights may not and do not apply to the City's authority to impose a Passenger Facility Charge or to use Passenger Facility Charge revenue for any of the projects, obligations or financing, including, but not limited to: (i) capital projects exceeding estimated costs under Section 10.01(a) of this Agreement; (ii) additional capital projects under Section 10.03 of this Agreement; (iii) other capital projects and obligations under Section 10.05 of this Agreement; and (iv) use of Passenger Facility Charges under this Section 17.03."

Section 2. Except to the extent that the Agreement is amended by this Amendment, the Agreement remains unamended and in full force and effect in all other respects.

IN WITNESS WHEREOF, the City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City, and its seal hereunto affixed and attested by the City Clerk of the City of Chicago, and the Commissioner of the Department of Aviation, and the Airline has caused this First Amendment to be executed on its behalf by its _____ pursuant to the authorization of its Board of Directors, all as of the day and year first above written.

CITY OF CHICAGO

By: _____
Mayor

Approved as to form and legality

By: _____
Chief Assistant Corporation Counsel

Recommended by: **CHICAGO DEPARTMENT OF AVIATION**

Commissioner

Attest: _____
City Clerk

[SEAL]

[INSERT NAME OF AIRLINE]

By: _____

Its: _____
(Print Name and Title)



City of Chicago



A2013-124

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Claudia P. Rodriguez as member of Special Service Area No. 25, Little Village Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

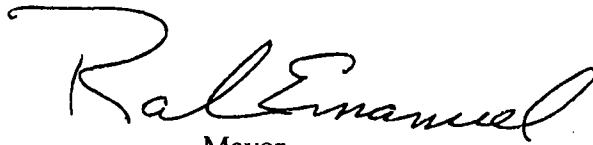
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,


Mayor



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

I have appointed Claudia P. Rodriguez as a member of Special Service Area No. 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2016, to succeed Mark T. Doyle, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



City of Chicago



A2013-126

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Frank G. Cooper as member of Special Service Area No. 47, 47th Street and Cottage Grove Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

I have appointed Frank G. Cooper as a member of Special Service Area No. 47, the 47th Street and Cottage Grove Commission, for a term effective immediately and expiring September 9, 2015, to succeed Rosalind Goodwin, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-8587

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	General permit for Metropolitan Water Reclamation District of Greater Chicago for access to acres of land property at 31st St and Sacramento Ave
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a use permit for the Metropolitan Water Reclamation District.

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: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a General Permit with the Metropolitan Water Reclamation District of Greater Chicago governing the City's access to approximately 4.35 acres of land property located at 31st Street and Sacramento Avenue; such General Permit to be approved as to form and legality by the Corporation Counsel in substantially the following form:

GENERAL PERMIT

THIS PERMIT made this _____ day of _____, 20__, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic, organized and existing under the laws of the State of Illinois hereinafter called "District," and THE CITY OF CHICAGO, a municipal corporation and home rule unit of government organized and existing under the laws of the State of Illinois hereinafter called "Permittee."

ARTICLE ONE

1.01 The District for and in consideration of the payment of the permit fees hereinafter set forth, hereby issues to the Permittee a permit and license to use the following described real estate situated in the County of Cook, State of Illinois for the sole and exclusive purpose of warehouse, garage, shop, storage, parking, office space and related municipal functions and for no other purpose whatsoever. (For pictorial representation of permit premises, see Exhibit A attached hereto and made a part hereof).

1.02 This Permit shall be effective from the 1st day of April, 2013, to the 30th day of September, 2014__, at which time Permittee shall vacate said premises and remove Permittee's effects therefrom at Permittee's cost, unless said Permit shall be terminated sooner by virtue of the provisions hereinafter provided.

ARTICLE TWO

2.01 Permittee hereby agrees that in consideration for the granting of this Permit, Permittee shall pay to the District the sum of Sixty-Nine Thousand and NO/100 DOLLARS (\$69,000) for the period from April 1, 2013 through March 31, 2014 payable on or before January 31, 2014 and the sum of Thirty-Four Thousand Five-Hundred and No/100 Dollars (\$34,500) payable on or before May 31, 2014.

2.02 In addition thereto, Permittee shall pay on or before the due date therefor, all real estate taxes, special assessments and all other taxes, assessments and charges which may be levied against the property or the District by any governmental authority empowered to do so, on account of Permittee's use of the Permit Premises.

ARTICLE THREE

3.01 Permittee agrees and specifically understands that this Permit is confined solely to the non-exclusive privilege to Permittee to use the premises set forth in Article One, and no other; that the authority and permission herein given does not thereby grant unto Permittee any interest or estate in the said lands of the District and that the District retains dominion, possession and control of said lands, including access thereto at all times.

3.02 Permittee further agrees and specifically understands that the District shall have the right to enter upon the premises herein described for the purpose of making

such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

3.03 The District shall not be liable for any loss, cost or damage to the Permittee by reason of the exercise of the right to make such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose so long as the exercise of such right is not made with negligence or willful misconduct by the District or any of its agents.

ARTICLE FOUR - Omitted

4.01 The District hereby reserves the right to terminate this Permit upon giving thirty (30) days notice, in writing, of such termination to Permittee and thereupon Permittee shall vacate said premises and remove its effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.02 In the event Permittee uses or allows the premises to be used for any illegal or immoral purposes, or for any purpose other than that hereinabove specifically provided, or violates any of the provisions hereof, this Permit may be terminated by the District upon giving three (3) days notice, in writing, to Permittee, and thereupon Permittee shall forthwith vacate said premises and remove Permittee's effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.03 The District shall not be liable to Permittee for any loss, cost or damage incurred by the Permittee by reason of the exercise of the right of the District to cancel this Permit.

4.04 For purposes of this Article and all other Articles referencing Permittee's obligation to restore the premises to the condition existing prior to its entry thereon the applicable date shall be April 1, 1914, the date of the original lease between the District and the Permittee.

ARTICLE FIVE

5.01 Subject to allocation of adequate appropriations and other applicable legislative procedures, requirements, and approvals, the Permittee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this Permit, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Permittee, or Permittee's employees, or of any contractor or subcontractor, or their employees, if any, and the Permittee shall, at Permittee's sole expense appear, defend and pay all charges of Attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such

action the Permittee shall, at the Permittee's sole expense, satisfy and discharge the same. Notwithstanding the foregoing, the Permittee shall not be responsible for any negligence or willful misconduct of the District, its Commissioners, officers, agents and employees.

5.02 SELF-INSURER

If Permittee is a self-insurer, Permittee, prior to entering upon said premises and using the same for the purposes for which this Lease is granted, shall prepare and transmit to the District a letter of self-insurance, and that Permittee undertakes and shall insure the District to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than \$4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than \$4,000,000.00 per occurrence
INCLUDING FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of improvements
located on the premises*

*Strike where applicable.

This self-insurance letter shall be signed by such risk management officer or agent of the Permittee having sufficient knowledge of the fiscal structure and financial status of the Permittee to make such a statement on behalf of the Permittee.

5.03 Permittee expressly understands and agrees that any insurance protection or bond required by this Permit, or otherwise provided by Permittee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided in Section 5.01.

ARTICLE SIX

6.01 It is further expressly understood that the District shall not be liable to the Permittee for any loss, cost, or expense which the Permittee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation, or failure of any of the sewers, structures, or other works or equipment of the District now located or to be constructed on said premises, or on the land of the District adjacent to said premises. Notwithstanding the foregoing, the Permittee shall not be responsible for any negligence or willful misconduct of the District, its Commissioners, officers, agents and employees.

6.02 The Permittee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Permit had not been executed, then, in that event, the Permittee agrees to pay to the District such additional expense as determined by the Executive Director of the District, promptly upon rendition of bills therefor to the Permittee.

ARTICLE SEVEN

7.01 It is understood and agreed by and between the parties hereto that the Permittee shall not erect any new structure of any type or kind upon said premises except with the consent, in writing, of the Executive Director first had and obtained.

7.02 No blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

7.03 The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall, at Permittee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.04 The Permittee covenants and agrees not to maintain any nuisance on the Permit premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises, and the Permittee further covenants and agrees to keep the Permit premises in a clean and sanitary condition.

7.05 The Permittee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder or control or limit in any way the actions of Permittee, its agents, servants and employees, or of any contractor or subcontractor of Permittee, or their employees.

7.06 Permittee covenants and agrees that on or before the termination date of this Permit, Permittee shall remove or cause to be removed, any and all debris on the premises described in this Permit, and any and all equipment, facilities, or other things erected or placed upon said premises, and will yield up said premises to the District in as good condition as when the same was entered upon by Permittee on April 1, 1914. Upon Permittee's failure so to do, the District may do so at the sole expense and cost of Permittee.

ARTICLE EIGHT

8.01 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage pre-

paid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to the Permittee in care of:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Room 300
Chicago, Illinois 60602

or to such other persons or addresses as either party may from time to time designate in writing.

8.02 In the event that the Permittee hereinabove contemplated shall consist of two or more parties, each and every party shall be jointly and severally liable for the faithful and complete performance of each and every provision of this Permit.

8.03 Permittee expressly acknowledges that the District has made no representations, warranties, express or implied, as to the adequacy, fitness or condition of Permit Premises or the improvements upon the Permit Premises. Except as set forth in Article Nine herein, Permittee accepts the Permit Premises and the improvements thereon, if any, 'AS-IS" and 'WITH ALL FAULTS". Permittee acknowledges that it has inspected the permit premises and has satisfied itself as to the adequacy, fitness and condition thereof.

8.04 Permittee agrees and specifically understands that the District shall not issue or execute this Permit and license, unless within 28 days of Permittee's receipt of this Permit Agreement, Permittee causes same to be duly executed and returned to the District with evidence of compliance with all terms contained herein.

8.05 This Permit Agreement shall be mutually cancelable by the Permittee upon Permittee's giving ninety (90) days notice in writing, of such cancellation to the District and thereupon Permittee shall vacate said premises and remove its effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon (April 1, 1914) , at Permittee's cost.

8.06 If the land is to be used for public use and recreation, Permittee shall, during the term of this Permit, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the permit premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the District in connection with Permittee's use of the permit premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of the District, and shall, at minimum state that:

"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY
SERVICE WITH THE COOPERATION AND SUPPORT OF THE
METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO"

ARTICLE NINE

GENERAL ENVIRONMENTAL PROVISIONS

9.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
- (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
- (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300 (f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all similar state, local and municipal laws relating to the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petrole-

um by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;

- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid, or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the area subject to Permit or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Permittee or District;
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;
- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

- (1) environmental assessments of real estate, bedrock and groundwater of the type found on the Permit Premises and said assessment shall be conducted in accordance with the ASTM Designation allowed by 40 CFR 312.11(a) at the time of the assessment and the final *All Appropriate Inquiries Standard*.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Permit Premises to identify and quantify any Recognized Environmental Conditions identified in the Phase I accordance with all applicable subsections of the *Illinois Environmental Protection Agency Title 35: Environmental Protection, Subtitle G: Waste Disposal, Chapter I: Pollution Control Board*. The Phase II Environmental Assessment shall be of the real estate, soils, bedrock and groundwater of the type found on the Permit Premises and said assessment shall be conducted in accordance with the ASTM Designation E-1903-11, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. Notwithstanding the above, the Permittee agrees to restore the Premises to the condition existing prior to Permittee's entry on April 1, 1914.

9.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE PERMIT

Permittee, for itself, its heirs, executors, administrators, and successors covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred, conveyed or distributed upon or within the Permit Premises, by Permittee or its subtenant or assigns, or any of its agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of any underground inter-connecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

9.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Permittee shall use the Permit Premises only for purposes expressly authorized by Article 1.01 of this Permit Agreement. Permittee will not do or permit any act that may

impair the value of the Permit Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Permit Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Permit Premises or use Permit Premises in any manner (i) which could cause the Permit Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Permit Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Permit Premises within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

A. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Permit Premises or the improvements thereon, during the term of this Permit (except such release, emission, discharge or disposal by the District, its employees, agents or its other permittees arising out of or in connection with the use authorized by the Permit). Permittee will take all appropriate response action, including any removal and remedial action after the execution date of this Permit Agreement.

9.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Permit Agreement, the Permittee indemnifies, exonerates, and holds the District and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought, including reasonable General Counsel's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Permittee's activities; or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, resulting from or related to Permittee's activities; or (iii) the release or threatened release by Permittee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Permit Premises, (except such presence created by the District, its employees, agents or its other permittees), or any property to which the Permittee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under

any Environmental Law), to the extent caused by or within the control of the Permittee, its parent company or its subsidiaries, provided that, to the extent District is strictly liable under any Environmental Laws, Permittee's obligation to District under this indemnity shall be without regard to fault on the part of the Permittee with respect to the violation of law which results in liability to the District.

9.06 ENVIRONMENTAL COVENANTS

Permittee agrees to and covenants as follows:

A. Permittee covenants and agrees that, throughout the term of the Permit Agreement, all Hazardous Materials which may be used by Permittee or person permitted by Permittee upon the Permit Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

B. Permittee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

C. Permittee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Permittee (whether or not from the Permit Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

D. Permittee will take all reasonable steps to prevent a violation of any Environmental Laws and to assure that there will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the area to be used and under the Permit Agreement.

E. During the term of this permit, Permittee will not allow the installation of asbestos on the area described in Exhibit A or any item, article, container or electrical equipment, including, but not limited to, transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

F. During the term of this permit, Permittee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

G. The aforesaid representations and warranties shall survive the expiration or termination of the Permit Agreement.

9.07 COVENANTS (ENVIRONMENTAL)

Permittee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

A. (1) Use and operate all of the Permit Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused or permitted by Permittee;

B. Notify District by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide District within 72 hours of the event, with copies of all written notices by Permittee, its parent and its subsidiaries that are reported to government regulators or received from the governmental regulators.

C. Provide such information that District may reasonably request from time to time to determine compliance by the Permittee with this Article.

D. Permittee covenants and agrees to cooperate with District in any inspection, assessment, monitoring or remediation instituted by District during the Permit Agreement.

9.08 COMPLIANCE (ENVIRONMENTAL)

The Permittee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

A. In the event of a spill, leak or release of hazardous waste caused by Permittee, its employees or its agents, Permittee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Permit Premises and a reasonable area of the adjacent property owned by the District, and submit the written report to the District within 90 days after the spill, leak or discharge. After review of each Phase I Environmental Assessment, District, at its sole discretion, may require Permittee, at Permittee's expense, to obtain a Phase II Environmental Assessment with respect to the premises used under the Permit Agreement. The written report of the Phase II Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Permit Premises or adjacent premises, Permittee shall take immediate action to remediate the contamination and to restore the Permit Premises described in Ex-

hibit A and adjacent premises owned by the District to a clean and sanitary condition and to the extent required by any and all environmental laws.

B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Permit Agreement, at District's election.

C. If any Environmental Assessment reveals, or District otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Permittee is unwilling to remediate or that District is unwilling to accept, District shall have the right and option to terminate this Agreement and to declare it null and void.

D. In the event Permittee should receive a Notice of Environmental Problem, Permittee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Permittee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Permittee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Permit premises, or any improvements thereon; (iii) the Permittee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; (iv) any part of the Permit Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of Hazardous Materials, Permittee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Permittee's and any tenant's receipt or submission thereof.

9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Permittee gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Permittee shall submit to District a written report of a site assessment and environmental audit, in scope, form and substance and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the District, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that, consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the Permit Premises which could necessitate an environmental response action, and which demonstrates that the Permit Premises complies with, and does not deviate from, all applicable environmental statutes, laws, ordinances, rules and regulations, including licenses, permits, or certificates required thereunder, and that the Permittee is in compliance with, and has not deviated from, the representations and warranties previously set forth.

B. District hereby expressly reserves to itself, its agents, General Counsels, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Permit Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater test-

ing, and other tests which may physically invade the Permit Premises or improvements thereon, as the District, in its sole discretion, determines is necessary to protect its interests.

C. Paragraph(s) _____ hereof, which have been crossed out, are expressly excluded as operative terms of this permit.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

THE METROPOLITAN WATER RECLAMATION DISTRICT
DISTRICT OF GREATER CHICAGO

By: _____
Mariyana T. Spyropoulos
Chairman, Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

(PERMITTEE'S NAME)

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

**31st Street and Sacramento Avenue
General Permit**

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.



City of Chicago



O2013-8458

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 11/13/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Grant of Easement with People's Gas, Light and Coke Company for access to 810 W Addison St for purposes of installing, repairing and maintaining gas services to property at 3600 N Halsted St

Committee(s) Assignment: Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a utility easement for Peoples Gas.

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: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Grant of Easement with People's Gas, Light & Coke Company governing access to 810 West Addison Street for purposes of installing, repairing, and maintaining gas services to property located at 3600 North Halsted Street; such Grant of Easement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[this space for recorder's use only]

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **CITY OF CHICAGO**, an Illinois home rule municipal corporation (hereinafter called "Grantor"), does hereby grant and convey unto **THE PEOPLES GAS LIGHT AND COKE COMPANY**, a corporation organized and existing under the laws of the State of Illinois (hereinafter called "Grantee"), and unto its successors and assigns, a non-exclusive easement in perpetuity to lay, install, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size of all or any part of gas main(s) or service pipe(s) and such drips, valves, valveboxes, regulators, fittings, meters and other equipment and appurtenances as may be required incident to the grant herein given for such operations (hereinafter called "Facilities") in, upon, through, under, over, along, across, and within the following described real estate situated in the **County of Cook and State of Illinois** described in Exhibit A (the "Easement Area"). **After installation of any of the Facilities by Grantee, the grade of the property shall not be altered in any manner so as to interfere with the operation and maintenance of said Facilities.**

This instrument prepared by:

Timothy P. Walsh
Contract Administrator
An Attorney for the
Peoples Gas Light and Coke Company
130 E. Randolph

Send easement to Peoples Gas for recording:

Lynn Mleziva
P.O. Box 19001
Green Bay, WI 54307-9001

Chicago, Illinois 60601

The easement granted herein is intended to be in the southerly 50 feet of the Easement Area described in Exhibit A.

Address:
3600 N. Halsted St./810 W. Addison St.
Chicago, IL 60613-4316

PIN:
14-20-230-008

This Grant of Easement is subject to the following terms and conditions:

1. Grantor also grants the Grantee the right to use, with Grantor's written permission, from time to time, any adjoining or adjacent lands of said Grantor when reasonably required in the laying, construction, reconstruction, repair, renewal, replacement, operation, maintenance, inspection, alteration, removal, changing the size of all or any part of the Facilities.

2. Grantor shall have no liability or obligation for the laying, construction, reconstruction, repair, renewal, replacement, operation, maintenance, inspection, alteration, removal, changing the size of all or abandoning in place all or any part of the Facilities within the Easement Area.

3. Grantee shall perform any and all construction in the Easement Area, in accordance with all applicable laws governing such construction.

4. Grantor does expressly warrant and covenant that it has good and indefeasible fee simple title to said real estate, and has good right and authority to grant said easement in the Easement Area and that Grantee, its employees, agents, assigns and lessees shall at all times have free access and ingress to, and egress from, and over said real estate to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size of all or any part of said Facilities. Transfer of ownership will not terminate Grantor's liability for breaches of this warranty of good title.

5. Grantor retains all of its rights to the use, occupation, and the right to grant easements to other entities including utilities or services which may intersect or transect the easement granted hereunder of said Easement Area not inconsistent with the use by Grantee, its successors or assigns, of the easement herein granted for the purposes aforesaid, and agrees that the erection or construction of any trees, building or other structure on or over said Facilities or within five (5) feet of the centerline of the Facilities or any part thereof by Grantor, its successors, assigns or lessees, shall be conclusively deemed to be a use of said Easement Area inconsistent with the easement granted hereunder.

6. No work performed by Peoples Gas in connection with the exercise of said easement rights may unreasonably restrict access to the Grantor's property. Grantor reserves the right to require Peoples Gas to relocate its Facilities to mutually agreed upon alternate locations.

7. Grantee agrees to restore any part of the surface of the real estate which is damaged by the construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Facilities, to the condition of the Easement Area immediately before such damage occurred.

8. This grant contains all the terms and conditions of this easement, express or implied between the parties hereto and shall be binding upon and inure to the benefit of, Grantor and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees and shall run with the land.

9. All notices required to be given under this Grant of Easement shall be either hand delivered, by courier, or sent by United States mail, Certified Mail Return Receipt Requested, postage prepaid, or sent by facsimile (with evidence thereof), to the addresses and facsimile numbers as follows:

If to Grantor: City of Chicago
Department of Fleet and Facility Management
30 North LaSalle Street, Room 300
Chicago, Illinois 60602
Attn: Office of Real Estate Management

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

If to Grantee: Peoples Gas Light and Coke Company
130 East Randolph
Chicago, Illinois 60601
Attn:

Notice should be deemed given on the date of receipt.

10. It is agreed that this Grant of Easement covers all the agreement between the parties regarding the subject matter hereof and no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Grant of Easement.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly
executed this _____ day of _____, 20_____.

GRANTOR: **CITY OF CHICAGO**

By: _____

Its: Commissioner, Department of Fleet and Facility Management

Approved as to Form and Legality:

Deputy Corporation Counsel
Real Estate Division

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally know to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 20____.

Notary Public

My Commission Expires:

THE SOUTH 26.00 FEET OF THE EAST 13.00 FEET OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 27, 1855 AS DOCUMENT 64890 AND RE-RECORDED JUNE 29, 1886 AS DOCUMENT 730722, IN COOK COUNTY, ILLINOIS.

PREPARED FOR:

HEARTLAND HOUSING INC.
208 S. LaSALLE ST., STE. 1818
CHICAGO, IL 60604

CDOT# XX-XX-XX-XXXX

[illegible]

(IN FEET)
1" = 40'

	Building hatch		Storm CS
	Concrete hatch		Utility Pole
	Lot Line		Electric Light Pole
	Aerial Wires		Sign Post
	Combo MH		Bumper Post
	Storm Inlet		Electric MH
	Traffic Signal		Manhole
	Bike Rack		Water MH
	Traffic Control Box		Storm Inlet
	Gas Meter		Water Fire Hydrant
	Flagpole		Tree
	Gas Valve		Telephone MH
	Electric Pedestal		Water Buffalo Box
	Water MH		Water Meter

ALL DIMENSIONS SHOWN ON THIS PAGE ARE MEASURED DISTANCES
UNLESS OTHERWISE NOTED

SURVEY NOTES

Note R. & M. denotes Record and Measured distances respectively

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

[illegible]

Monumentation or witness points were not set at the study request.

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

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State of Illinois)
County of Cook's

We, GREMLEY & BIEDERMANN, INC. hereby certify that we have supervised the above described property and that the plot hereon drawn is a correct representation of said survey, corrected to a temperature of 62° Fahrenheit.

Field measurements completed on FEBRUARY 11, 2013.

Signed on Oct. 29, 2013

By: 1/12Professional Illinois Land Surveyor No. 3584
My license expires November 30, 2014

This professional service conforms to the current Illinois minimum standards for a boundary survey.

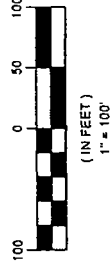


PLAT OF EASEMENT

ALL DIMENSIONS SHOWN ON THIS PAGE ARE RECORD DISTANCES
UNLESS OTHERWISE NOTED

EXHIBIT "A"

GRAPHIC SCALE

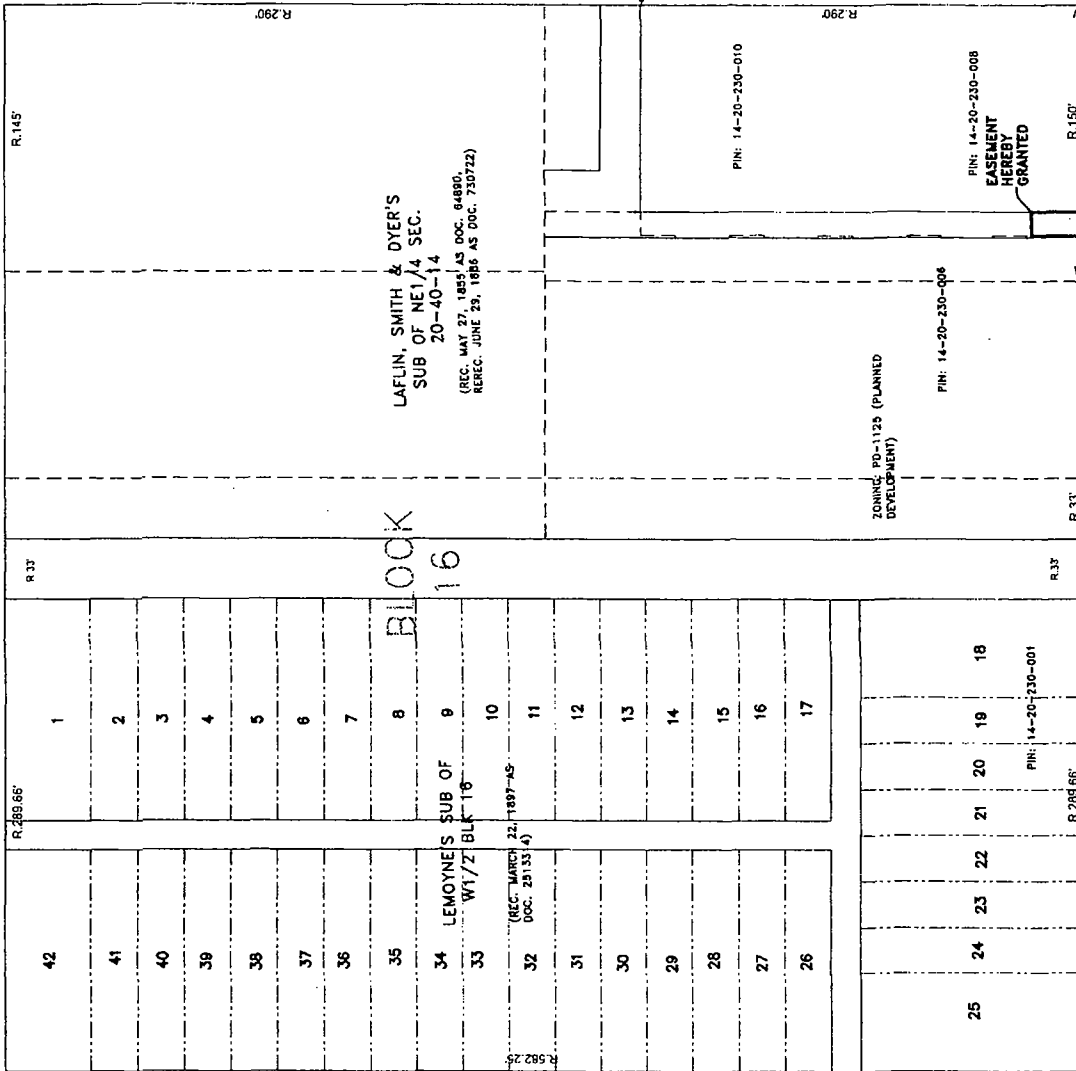


AVE.

(RECORD 80 FT. PUBLIC R.O.W.)

W. WAVELAND

R. 289.66'



ST.

(RECORD 80 FT. PUBLIC R.O.W.)

N. FREMONT

ST.

(RECORD 80 FT. PUBLIC R.O.W.)

W. ADDISON

R. 289.66'

R. 389.01'

CDOT# XX-XX-XX-XXXX

DESIGNED BY: KEETLAND HOUSING INC.	CHECKED: [Signature]	DATE: [Blank]
ADDRESS: 3482-3490 N. HALSTED ST., CHICAGO, IL		
DRAWN BY: GREMLEY & BIEDERMANN		
F.L.C.S. CORPORATION		
ADDRESS: 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630		
TELEPHONE: (773) 281-1102 FAX: (773) 281-4100 EMAIL: INFO@FLCS-SURVEY.COM		
ORDER NO.	DATE	PAGE NO.
2013-18516-001	OCTOBER 21, 2013	2 OF 2
SCALE: 1" = 40' TYP.		

CDOT/VERI/2013-18516-001-18516-001.dwg

**810 West Addison Street
Grant of Easement
People's Gas, Light & Coke Company**

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.



City of Chicago



O2013-9078

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Expenditure of portion of Motor Fuel Tax Fund allocated to City of Chicago for year 2014
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 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 the motor fuel ordinance and associated ordinance authorizing an intergovernmental agreement with the Chicago Transit Authority for fiscal year 2014.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

ORDINANCE

EXPENDITURE OF THE PORTION OF THE MOTOR FUEL TAX FUND ALLOCATED TO THE CITY OF CHICAGO IN THE YEAR 2014

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

SECTION 1. Definitions. As used in this ordinance:

The term "authorized use" means any use permitted under Division 2 of Article 7 of the Illinois Highway code, 605 ILCS 5/7-202 et seq., or by the Manual of the Illinois Department of Transportation's Bureau of Local Roads and Streets.

The term "eligible debt service" means debt service eligible pursuant to 605 ILCS 5/7-202.13 for payment out of the portion of the Motor Fuel Tax Fund allocated to the City.

The term "Fund 310" shall mean Fund 310 as set forth in the Annual Appropriation Ordinance for fiscal year 2014.

SECTION 2. The City is hereby authorized to make the following expenditures from the portion of the Motor Fuel Tax Fund which has been or may be allocated to the City for the period beginning January 1, 2014 and ending December 31, 2014:

SUBSECTION A. The Commissioner of Transportation is authorized to expend:

(i) the sum of Two Million Two Hundred Six Thousand Eight Hundred Seventy-Four Dollars (\$2,206,874) for authorized uses related to Electrical Operations, as more fully described in Fund 310, and

(ii) the sum of Nine Million Seven Hundred Thirty-Two Thousand Two Hundred Thirty-One Dollars (\$9,732,231) for authorized uses related to In-House Construction, as more fully described in Fund 310.

SUBSECTION B. The Commissioner of Fleet and Facility Management is authorized to expend:

(i) the sum of Sixteen Million Nine Hundred Fifty-Eight Thousand One Hundred Ninety-Two Dollars (\$16,958,192) for authorized uses related to Asset Management, as more fully described in Fund 310, and

(ii) the sum of Eight Million Seven Hundred Eighty-Seven Thousand Two Hundred Eighteen Dollars (\$8,787,218) for authorized uses related to Fleet Operations, as more fully described in Fund 310.

SUBSECTION C. The Commissioner of Streets and Sanitation is authorized to expend the sum of Sixteen Million Nine Hundred Ninety-Eight Thousand Two Hundred Ninety-Four Dollars (\$16,998,294) for authorized uses related to Street Operations, as more fully described in Fund 310.

SUBSECTION D. The City is authorized to expend the sum of Twenty-Two Million Ninety-Four Thousand Seven Hundred Three Dollars (\$22,094,703) for eligible debt service.

SUBSECTION E. The sum of Three Million Six Hundred Seventy-Four Thousand Four Hundred Eighty-Eight Dollars (\$3,674,488) is hereby appropriated from the portion of the Motor Fuel Tax Fund allocated to the City to Fund 310 for other authorized purposes during the period beginning January 1, 2014 and ending December 31, 2014.

SECTION 3. The City shall maintain one or more separate ledger accounts recording expenditures from the City's portion of the Motor Fuel Tax Fund, utilizing standard account classifications acceptable under generally accepted accounting principles, with all charges for direct or indirect expenses categorized and detailed.

SECTION 4. Motor Fuel Tax Fund monies specifically allocated for a particular use shall not be transferred to any other Motor Fuel Tax funded use without prior approval of the City Council. The operating departments shall use allocated monies only for the objects and purposes associated with those monies in the annual appropriation ordinance.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 6. This ordinance shall be in force and effect from and after its passage and approval.



City of Chicago



O2013-8465

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Titles 3, 4, 9 and 17 of Municipal Code regarding various fines and fees (2014 Revenue Ordinance)
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 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 the revenue ordinance for fiscal year 2014.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

REVENUE
ORDINANCE

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 (a) of the Illinois Constitution; and

WHEREAS, As a home rule unit of government, the City of Chicago may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. Section 3-42-020 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

3-42-020 Tax imposed.

(a) A tax at the rate of ~~\$.034 (thirty-four mills)~~ \$.0715 (seventy-one-and-one-half mills) per cigarette is hereby imposed upon all cigarettes possessed for sale and upon the use of all cigarettes within the City of Chicago, the ultimate incidence of and liability for payment of said tax to be borne by the consumer of said cigarettes. The tax herein levied shall be in addition to any and all other taxes.

(Omitted text is unaffected by this ordinance)

SECTION 2. Section 4-156-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-156-020 Tax imposed.

A. Except as otherwise provided by this article, an amusement tax is imposed upon the patrons of every amusement within the city. The rate of the tax shall be equal to nine percent of the admission fees or other charges paid for the privilege to enter, to witness, to view or to participate in such amusement, unless subsection E of this section provides for a lower rate.

(Omitted text is unaffected by this ordinance)

J. Notwithstanding subsection A of this section, if an owner, manager or operator of an amusement or of a place where an amusement is being held, or if a reseller of tickets to an amusement, is a party to a franchise agreement or any other agreement with the city pursuant to which the owner, manager, operator or reseller compensates the city for the right to use the public way or to do business in the city, the patron's liability under the tax imposed by subsection

A shall be reduced by the amount paid to the city pursuant to the agreement in connection with the same charges that create the patron's liability for the tax imposed by subsection A; provided, however, that the reduction shall not exceed three percent of the charges that create the patron's liability for the tax imposed by subsection A.

SECTION 3. Section 9-92-080 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

9-92-080 Release procedure for impounded vehicles.

(a) Unless a vehicle is held pursuant to applicable state, federal or any other law, or a court order or warrant that authorizes the continued impoundment of the vehicle, the owner or other person entitled to possession of a vehicle impounded pursuant to Section 9-92-030 may obtain immediate release of the vehicle by paying the full amount of the applicable towing and storage fees, as provided in subsection (b), plus all amounts due for outstanding final determinations of parking and/or compliance violations (if the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations). Regardless of whether the owner or other person entitled to possession obtains immediate release of the vehicle through making full payment, such person may request a hearing before the department of administrative hearings to be held in accordance with Section 2-14-135 of this Code.

(b) The owner or other person entitled to possession of a vehicle lawfully impounded pursuant to Section 9-92-030 or Section 9-100-120 shall pay a fee of \$150.00, or \$250.00 if the vehicle has a gross weight of 8,000 pounds or more, to cover the cost of the towing and a fee of ~~\$10.00~~ \$20.00 per day for the first five days and \$35.00 per day thereafter, or \$60.00 per day for the first five days and \$100.00 per day thereafter if the vehicle has a gross weight of 8,000 pounds or more, to cover the cost of storage, provided that no fees shall be assessed for any tow or storage with respect to a tow which has been determined to be erroneous.

(Omitted text is unaffected by this ordinance)

SECTION 4. Section 9-100-020 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-100-020 Violation – Penalty.

(Omitted text is unaffected by this ordinance)

(b) The fines listed below shall be imposed for a violation of the following sections of the traffic code:

Traffic Code Section	Fine

(Omitted text is unaffected by this ordinance)

9-64-040(b)	~~50.00~~ <u>60.00</u>
9-64-041	60.00
9-64-050	~~200.00~~ <u>250.00</u>

(Omitted text is unaffected by this ordinance)

9-64-080	~~60.00~~ <u>100.00</u>

(Omitted text is unaffected by this ordinance)

9-64-100(a)	~~100.00~~ <u>110.00</u>

(Omitted text is unaffected by this ordinance)

9-64-160	60.00
<u>9-64-170(a)</u>	<u>75.00</u>
9-64-170(a) and (b)	25.00
9-64-170(c)	60.00
9-64-170(d)	125.00

(Omitted text is unaffected by this ordinance)

SECTION 5. Section 17-13-0103 of the Municipal Code of Chicago is hereby amended by adding a new subsection 17-13-0103-C, by deleting the language struck through and by inserting the language underscored, as follows:

17-13-0103 Filing Fees.

17-13-0103-A Applications must be accompanied by the following fees:

Application Type	Fee
Applications filed by Mayor, Council members, City Departments, Public Bodies/Agencies	None
Plats	
New Construction	

Structures 10,000 square feet in area or less	<u>Electronic: \$75</u> <u>In-person: \$1,500</u>
Structures between 10,000-100,000 square feet in area	~~\$25 per 2,500 square feet~~ <u>Electronic: \$250 plus \$25 per 1,000 square feet</u> <u>In-person: \$5,000 plus \$50 per 1,000 square feet</u>
Structures exceeding 100,000 square feet in area	~~\$25 per 5,000 square feet~~ <u>Electronic: \$2,500 plus \$25 per 2,500 square feet</u> <u>In-person: \$7,500 plus \$50 per 2,500 square feet</u>
Repairs/Alterations to Existing Construction	
Residential construction, 5 units or less	<u>Electronic: \$50</u> <u>In-person: \$1,500</u>
Residential construction, exceeding 5 units	<u>Electronic: \$75</u> <u>In-person: \$1,500</u>
Nonresidential construction	<u>Electronic: \$75</u> <u>In-person: \$1,500</u>
Public Notice	\$25
Zoning Map Amendments (Rezoning)	\$1,000
Special Use	~~\$500~~ <u>\$1,000</u>
Planned Development	\$1,500
Air Rights Planned Development	\$1,000 + \$200/net developable acre as measured at the established air rights plane
Variation	~~\$250~~ <u>\$500</u>
Administrative Adjustment	~~\$250~~ <u>\$500</u>
Advisory Opinion	~~\$50~~ <u>\$150</u>
Reinspection	\$100
Inspection of Motor Vehicle Repair Shop	\$75 annually
Sign Permit – on premises	\$200

Sign Permit – off premises	\$500
<u>Appeal</u>	<u>\$500</u>

17-13-0103-B Application fees are nonrefundable.

17-13-0103-C Failure to attend in-person review or provide documentation. If an applicant who has requested in-person review fails to attend the in-person review at the designated appointment time for a third time, or fails to provide all the necessary documents to complete the application by the third in-person review, the application shall be considered incomplete and expired. If the application expires or is withdrawn, the person may file a new application, accompanied by the appropriate fee, and all documentation required to complete the application.

SECTION 6. The provisions of this ordinance are declared to be separate and severable. The invalidity of any provision of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

SECTION 8. Following due passage and approval, this ordinance shall take effect on January 1, 2014.



City of Chicago



O2013-8498

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 2-156 of Municipal Code regarding contractor reporting requirements
Committee(s) Assignment:	Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

At the request of the Corporation Counsel and the Chief Procurement Officer, I transmit herewith an ordinance amending Chapter 2-156 of the Municipal Code regarding contractor reporting requirements.

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 2-156-018 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

2-156-018 Duty to report corrupt or unlawful activity.

(a) Every city employee or official shall report, directly and without undue delay, to the city's ~~Inspector General or Legislative Inspector General~~ appropriate investigating authority any and all information concerning conduct which such employee or official knows or should reasonably know to involve corrupt or other unlawful activity (i) by another city employee or official which concerns such employee's or official's employment or office; or (ii) by any person dealing with the city which concerns the person's dealings with the city.

(b) Every city contractor shall report, directly and without undue delay, to the city's inspector general any and all information concerning conduct which such contractor knows or should reasonably know to involve corrupt or other unlawful activity (i) by any of its employees which concerns such employee's performance of city work; or (ii) by any person dealing with the city which concerns the person's dealings with the city.

(c) Any employee or official who knowingly fails to report a corrupt or unlawful activity as required in this section shall be subject to employment sanctions, including discharge, in accordance with procedures under which the employee may otherwise be disciplined. A city contractor's knowing failure to report corrupt or unlawful activity as required in this section shall constitute an event of default under the contract. For purposes of this section, a report made to the appropriate investigating authority's ~~the Inspector General's or the Legislative Inspector General's~~ toll-free hotline ~~hotlines~~ shall be considered to be a report under this section.

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



City of Chicago



O2013-8505

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Titles 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 16 and 17 of Municipal Code regarding various department functions and duties (2014 Management Ordinance)
Committee(s) Assignment:	Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 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 the management ordinance for fiscal year 2014.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

M A N A G E M E N T **O R D I N A N C E**

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 (a) of the Illinois Constitution; and

WHEREAS, As a home rule unit of government, the City of Chicago may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management, structure, powers and functions of its departments and agencies is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

ARTICLE I **DEPARTMENT OF PLANNING AND DEVELOPMENT**

SECTION 1. Section 2-22-040 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-22-040 Commissioner of buildings – Powers and duties.

The duties of the commissioner of buildings shall be:

(Omitted text is unaffected by this ordinance)

9. except for approvals granted by the Zoning Administrator and governed by section 17-14-0202-O of the zoning ordinance, to issue any permits or grant any approvals relating to the construction and demolition of buildings or other structures, including permits and approvals on behalf of any other department or office, including any of the following: the ~~Department~~ Departments of Buildings, Water Management, Transportation, Streets and Sanitation, Planning and Development, ~~Housing and economic development~~, and Public Health ~~and or~~ Finance; the Fire Department and the Mayor's Office for People with Disabilities; and in such cases any reference in this code to such other departments or offices may be considered a reference to the Department of Buildings or the Commissioner of the Department of Buildings.

(Omitted text is unaffected by this ordinance)

SECTION 2. Chapter 2-45 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

CHAPTER 2-45

DEPARTMENT OF PLANNING HOUSING AND ECONOMIC DEVELOPMENT

2-45-010 Establishment – Composition.

There is hereby established an executive department of the municipal government of the city, which shall be known as the department of planning and development housing and economic development. The department shall include the commissioner of planning and development housing and economic development, and such deputies, assistants and other employees as may be provided by annual appropriation ordinance.

2-45-020 Definitions.

As used in the chapter, unless the context requires otherwise, “commissioner” means the commissioner of planning and development housing and economic development, and “department” means the department of planning and development housing and economic development.

2-45-030 Commissioner of planning and development housing and economic development – Appointment.

There is hereby created the office of the commissioner of planning and development housing and economic development. The commissioner shall be appointed by the mayor, by and with the advice and consent of the city council.

2-45-040 Commissioner of planning and development housing and economic development – Powers and duties.

The commissioner has the authority to develop and administer programs and policies to encourage and promote the retention and expansion of existing commercial and industrial businesses within the city, and the attraction of new businesses to the city, and to encourage and promote workforce development and the availability of adequate and affordable housing in the city.

It shall be the duty of the commissioner to post the Tax Increment Financing (T.I.F.) documents required by Section 2-45-155 on the department's City of Chicago, department of housing and economic development website.

(Omitted text is unaffected by this ordinance)

2-45-047 Proposals affecting zoning or land use planning.

Prior to approval or passage by the city council, all proposals affecting the zoning or planning of the city shall be referred in writing by the departments, city council committees or agencies originating or having charge or jurisdiction of such proposals, to the commissioner of housing and economic development and the plan commission for study, recommendation and report.

2-45-050 Transfer of rights, powers and duties.

The commissioner of ~~housing and economic development~~ and the department of ~~housing and economic development~~ shall, respectively, assume all rights, powers, duties, obligations and responsibilities of the following: (1) the former commissioner and department of community development, and (2) the former commissioner and department of zoning and land use planning, including the rights, powers, duties and obligations of the former commissioner serving ex officio as zoning administrator. All such personnel, books, records, property and funds relating to such powers transferred from such former departments are transferred to the department of ~~housing and economic development~~. The commissioner of ~~housing and economic development~~ shall succeed such former commissioners in the administration of any federal, state, local or private grant or loan programs relating to such transferred powers. The commissioner of ~~housing and economic development~~ shall succeed to the rights and duties of such former commissioners under existing contracts, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances. All rules or regulations issued by the former commissioners relating to such transferred powers in effect as of the effective date of this chapter shall remain in effect until amended or repealed by the commissioner of ~~housing and economic development~~.

2-45-055 Planned developments.

The commissioner of ~~housing and economic development~~ is authorized to administer and review planned development ordinances, including any provisions of the Chicago Zoning Ordinance applicable to such ordinances.

2-45-060 Formulation and execution of programs.

In the performance of his duties the commissioner of ~~housing and economic development~~ may consult with such units and agencies of local, state and federal government, and with such community organizations, labor and business organizations, professional and technical organizations and other groups and agencies as may provide assistance to the department of ~~housing and economic development~~ in the formulation and execution of the programs herein described.

2-45-070 Divisions of the department.

The department of ~~housing and economic development~~ shall include such divisions as may be necessary or desirable to enable the commissioner of ~~housing and economic development~~ to perform his duties as herein set forth. The department shall furnish services necessary and proper to the functioning of the housing and economic community development commission and such other offices and agencies as are appropriate.

2-45-110 Affordable housing commitment.

- (a) For purposes of this section:

(Omitted text is unaffected by this ordinance)

~~“Commissioner” means the commissioner of housing and economic development.~~

(Omitted text is unaffected by this ordinance)

2-45-120 Affordable rental housing data bank – Subscription fees.

The department of housing and economic development is authorized to contract with a private entity for the administration of the City of Chicago's affordable housing data bank, a program established by the department to assist low- and moderate income citizens to find housing that meets their particular needs. The department of housing and economic development or the administrator of the data bank is authorized to collect from property owners and managers reasonable fees for listing property on the data bank. The fees shall be set by the department of housing and economic development at an amount that will enable the administrator of the data bank to receive adequate revenues to, in whole and in part, pay the administrator's reasonable expenses and receive a just and reasonable rate of return on the administrator's investment. The city may also contribute validly appropriated funds toward the administrator's compensation.

2-45-130 Participation by eligible persons in eligible programs.

(Omitted text is unaffected by this ordinance)

(b) As used in this section:

(i) “Eligible Programs” shall mean (1) programs administered by the department of housing and economic development (or by delegate agencies or other entities with funds provided, in whole or in part, by the department of housing and economic development) which provide various forms of economic assistance (including, but not limited to, land write-downs and financial assistance in the form of grants, loans, fee waivers and tax credits) directly to individuals who are tenants in residential buildings in the City or are owner-occupants of one- to four-unit residential buildings in the City (including individuals who are owner-occupants of a condominium unit in the City), or which provide for the rehabilitation of one- to four-unit residential buildings in the City (including one to four condominium units, without regard to the total number of condominium units in the building); and (2) rental subsidy assistance for very low-income households (as “very low-income” may be defined by United States Department of Housing and Urban Development), provided by the department of housing and economic development through The Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation, or through another entity selected by the commissioner of housing and economic development, and which is paid directly to owners of residential buildings in the City,

(Omitted text is unaffected by this ordinance)

(c) The commissioner of housing and economic development is authorized to promulgate rules and regulations and prepare forms to effectuate the purposes of this section.

2-45-140 Federally assisted housing preservation.

(Omitted text is unaffected by this ordinance)

(B) Definitions. As used in this section:

(Omitted text is unaffected by this ordinance)

~~“Commissioner” means the commissioner of housing and economic development.~~

~~“Department” means the department of housing and economic development.~~

(Omitted text is unaffected by this ordinance)

2-45-155 Tax increment financing (T.I.F.) Sunshine ordinance.

The following T.I.F.-related documents for each active T.I.F. district shall be made publicly available on the ~~City of Chicago, department’s Department of Housing and economic development~~ website:

(Omitted text is unaffected by this ordinance)

4. T.I.F. overviews prepared by the ~~Department of Housing and economic development~~ and annual reports prepared pursuant to 65 ILCS 5/11-74.4-5(d);

(Omitted text is unaffected by this ordinance)

All such ordinances as described in (1) and (2) above shall be made available on the City of Chicago, ~~Department of Housing and economic development~~ website within seven business days of their passage and publication in the Journal of the Proceedings of the City Council of the City of Chicago. All such documents as described in (3), (4) and (5) above shall be made available on the ~~department’s City of Chicago, Department of Housing and economic development~~ website within fourteen business days of their completion in final form.

(Omitted text is unaffected by this ordinance)

SECTION 3. 2-51-050 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-51-050 Commissioner of fleet and facility management – Powers and duties.

The commissioner of fleet and facility management shall have the following duties and responsibilities:

a. To operate, manage and maintain all public buildings and public grounds owned or occupied by the city, subject to lease provisions, except (i) airport properties; or (ii) the public way and public transit rights of way; or (iii) properties managed by the department of planning and development ~~housing and economic development~~; or (iv) property within any redevelopment or project area designated by the community development commission pursuant to the provisions of Chapter 2-124 of this Code; or (v) the sale of surplus land pursuant to Chapters 2-158 and 2-159 of this Code, and except as may otherwise be provided by this Code;

(Omitted text is unaffected by this ordinance)

d. Subject to approval of the city council, to negotiate to purchase, sell, lease or let real estate and to purchase, sell, lease or let real estate on behalf of the city; provided, however, that this provision shall not apply to (i) airport developments; or (ii) street or public transit improvements; or (iii) properties managed by the department of planning and development ~~housing and economic development~~; or (iv) property within any redevelopment or project area designated by the community development commission pursuant to the provisions of Chapter 2-124 of this Code; or (v) the sale of surplus land pursuant to Chapters 2-158 and 2-159 of this Code.

(Omitted text is unaffected by this ordinance)

SECTION 4. Chapter 2-92 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-92-325 Predatory lenders.

(Omitted text is unaffected by this ordinance)

(d) The chief financial officer or the city comptroller, together with the chief procurement officer and the commissioner of planning and development ~~housing and economic development~~, may suspend the ineligibility of a financial institution in order to allow execution of a contract with the financial institution upon written application by the head of a city agency or department affected by the proposed contract, setting forth facts sufficient in the judgment of the chief procurement officer to establish:

(Omitted text is unaffected by this ordinance)

2-92-416 Compliance with building code.

(A) No person shall be awarded any city contract by the department of procurement services or the department of planning and development ~~housing and economic development~~ if the person is identified pursuant to subsection (D) of this section as a building scofflaw; nor shall any such contract be awarded to any entity in which such a person has a substantial ownership interest. Provided, however, that this prohibition on doing business with the city shall not apply

for a specific city contract if the head of the department administering the contract determines that (i) the city is unable to acquire the goods or services provided by the person at comparable price and quality, and in sufficient quantity, from other sources; or (ii) the public health, safety and welfare requires it.

(Omitted text is unaffected by this ordinance)

(D) As used in this section:

(Omitted text is unaffected by this ordinance)

“Doing business with the city” means to obtain any new city contract, and/or grants or any other form of funding, from the department of procurement services or the department of planning and development ~~housing and economic development~~.

(Omitted text is unaffected by this ordinance)

2-92-440 Award goal – Implementation.

In order to achieve the goal stated in Section 2-92-430 of this chapter, the chief procurement officer shall undertake, in addition to the other measures provided herein, the following measures:

(Omitted text is unaffected by this ordinance)

(j) Working with the department of planning and development ~~housing and economic development~~, review the bonding and insurance requirements applicable to M.B.E.s and W.B.E.s

(Omitted text is unaffected by this ordinance)

2-92-460 Target market program.

In order to achieve the goal stated in Section 2-92-430 of this chapter, the chief procurement officer shall develop and coordinate a target market program including the following elements:

(Omitted text is unaffected by this ordinance)

(c) D.P.S. shall develop a list of M.B.E.s and W.B.E.s who are interested in participating in the target market program, including the type of contract in which each M.B.E. and W.B.E. is interested in participating. D.P.S. may make participation in the target market program dependent upon submission to stricter compliance audits than are generally applicable to participants in the program. No contract shall be eligible for inclusion in the target market

program unless the list developed by D.P.S. indicates that there are at least three qualified M.B.E.s or W.B.E.s interested in participating in that type of contract. D.P.S. may develop guidelines to regulate the level of participation of individual M.B.E.s and W.B.E.s in the target market program in order to prevent the domination of the target market program by a small number of such entities. Where necessary or useful, D.P.S. may require M.B.E.s and W.B.E.s to participate in training programs offered by the department of planning and development housing and economic development* or other city departments or agencies as a condition to participation in the target market program.

(Omitted text is unaffected by this ordinance)

SECTION 5. Section 2-116-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-116-010 Appointment – Membership.

Members of the board of appeals shall be appointed by the mayor with the approval of the city council, provided, however that a majority of said members at the time of appointment shall be members of the Illinois Society of Architects, the Western Society of Engineers, the Chicago Real Estate Board, the Illinois Society of Professional Engineers, the Cook County Real Estate Board, the Building Manager's Association of Chicago, the Building Construction Employer's Association or the Chicago Building Trades Council, or shall be the incumbent of the office of commissioner of planning and development housing and economic development, city architect, superintendent of police, or corporation counsel, or shall be a citizen who has had outstanding experience in zoning administration.

SECTION 6. Chapter 2-120 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-120-300 Establishment – Powers and duties.

A board of underground is hereby established and it shall henceforth be known as the office of underground coordination. The office shall consist of representatives of the following: the department of transportation, the department of streets and sanitation, the department of water management, and the department of planning and development housing and economic development; each public utility that provides utility service within the city and that chooses to participate in the office; and, at the invitation of the commissioner of transportation, other city departments and agencies, other governmental entities, and users of space under the public way. Each represented department shall designate a representative to attend meetings of and assist in the operations of the office. The representative of the department of transportation shall be the chairperson of the office.

(Omitted text is unaffected by this ordinance)

2-120-380 Membership, organization and meetings.

The Chicago plan commission shall be composed of 22 members: ten members who are lay citizens, to be appointed by the mayor with the approval of the city council, and ex officio the mayor, the commissioner of planning and development ~~housing and economic development~~, the zoning administrator, the commissioner of transportation, the chairman of the city council committee on zoning, landmarks and building standards, the chairman of the city council committee on finance, the chairman of the city council committee on housing and real estate, the chairman of the city council committee on pedestrian and traffic safety, the chairman of the city council committee on special events, cultural affairs and recreation, the chairman of the city council committee on economic, capital and technology development, the general superintendent and chief executive officer of the Chicago Park District and the chairman of the board of the Chicago Transit Authority. The mayor shall designate a chairman and vice-chairman from among the appointed members. The appointed members shall hold no other public office except where such public office is nonsalaried and no fees or emoluments are derived therefrom.

(Omitted text is unaffected by this ordinance)

2-120-590 Commission – Creation, composition and officers.

There is hereby created a commission on Chicago landmarks. The commission shall consist of nine members, eight of whom shall be appointed by the mayor by and with consent of the city council of the City of Chicago. The ninth member shall be the commissioner of planning and development ~~housing and economic development~~ or his designee. The members shall serve without compensation. One of the members shall be designated by the mayor as chairman, another as vice-chairman, and another as secretary. For the purposes of this Article XVII, the “commission” means the commission on Chicago landmarks.

2-120-640 Preliminary recommendation – Request for planning report.

Upon adoption of a resolution making a preliminary recommendation the commission shall request a report from the commissioner of planning and development ~~housing and economic development~~ which evaluates the relationship of the proposed designation to the Comprehensive Plan of the City of Chicago and the effect of the proposed designation on the surrounding neighborhood. The report shall also include the commissioner's opinion and recommendation regarding any other planning consideration relevant to the proposed designation and the commissioner's recommendation of approval, rejection or modification of the proposed designation. The report shall be submitted to the commission within 60 days of the request, if the proposed designation is of an area, place, building, structure, work of art or other object, or within 90 days, if the proposed designation is a district, and shall become part of the official record concerning the proposed designation. The commission may make such modifications, changes and alterations concerning the proposed designation as it deems necessary in consideration of any recommendation of the commissioner of planning and development ~~housing~~

~~and economic development.~~ If the commissioner declines or fails to submit a report within the time provided herein, the commission may proceed with designation.

2-120-690 Commission recommendation following hearing.

Within 30 days after the conclusion of the public hearing, the commission shall determine whether to recommend the proposed landmark designation to the city council. If the commission makes a determination to recommend a designation to the city council, it shall set forth its recommendation in writing, including finding of fact relating to the criteria for designation in Section 2-120-620 that constitute the basis for its decision and shall transmit its recommendation to the city council, to the owner of the property and to the parties appearing at the public hearing. If 51 percent of the owners of the property in a district responding to the request for consent file written objections to designation, a recommendation of landmark designation of that district must be approved by the affirmative vote of six members of the commission. The commission shall also transmit to the city council the official record of its proceedings concerning the recommended designation. If the proposed designation is of an area, place, building, structure, work of art or other object, the commission shall transmit its recommendation to the city council within 180 days from the date of receipt of the report of the commissioner of planning and development ~~housing and economic development~~, or if no report has been received, within 240 days from the date of the commission's request for the report. If the proposed designation is of a district, the commission shall transmit its recommendation to the city council within 240 days from the date of receipt of the report of the commissioner of planning and development ~~housing and economic development~~, or, if no report has been received, within 330 days from the date of the commission's request for the report. If, however, an extension of time has been granted under Section 2-120-650, the time allowed for submission under this section shall be extended by the same number of days.

SECTION 7. Chapter 2-124 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-124-020 Established – Composition – Transfer of powers and duties.

(a) There is hereby created the community development commission. The commission shall consist of fifteen members appointed by the mayor with the consent of the city council. The mayor shall initially appoint one member for a one year term, two members for a two year term, two members for a three year term, two members for a four year term and two members for a five year term. The new members appointed pursuant to this amendatory ordinance shall be appointed for terms as follows: one member for a one year term, one member for a two year term, one member for a three year term, one member for a four year term and two members for a five year term. Their successors shall serve for a term of five years. Members shall continue to serve on the commission until their successors are appointed and qualified. If a vacancy occurs in the office of any member, an appointment shall be made in like manner to fill the unexpired term. Five members shall constitute a quorum. The affirmative vote of five members constituting a majority of those voting on the matter shall be required for the

commission to take any action. One member shall be designated by the mayor to serve as chairman.

All members shall serve without compensation. The mayor in his sole discretion may remove any member from office. A person serving the city in another capacity as officer or employee shall be eligible to serve on the commission. The department of planning and development ~~housing and economic development~~ shall perform the administrative functions of the commission, including, but not limited to, the negotiation of redevelopment agreements.

(Omitted text is unaffected by this ordinance)

2-124-030 Commission – Powers and duties.

(a) The commission may recommend to the city council that the city:

(1) Acquire by purchase, gift, lease, condemnation, option or otherwise any rights in real property, including air rights in any redevelopment project area. If any such real property is subject to easements the corporate authorities in their discretion may acquire the fee simple title to such real property subject to such easements if they determine that such easements will not interfere with carrying out the redevelopment plan;

(Omitted text is unaffected by this ordinance)

(16) Exercise the powers specified in Section 11-74.4-4(b) – (j) and (l) – (m) of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as amended, and in Section 11-74.6-15 (b) – (k) and (m) – (n) of the Industrial Jobs Recovery Law of the State of Illinois, 65 ILCS 5/11-74.6-1, et seq., as amended.

Nothing in this chapter shall limit the power of the corporate authorities to exercise the foregoing powers notwithstanding any action or failure to act pursuant to this chapter, and nothing in this chapter shall limit the authority of the commissioner of planning and development ~~housing and economic development~~ to exercise powers pursuant to Chapter 2-45.

(Omitted text is unaffected by this ordinance)

SECTION 8. Section 2-156-110 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-156-110 Interest in city business.

(Omitted text is unaffected by this ordinance)

(e) As used in this section, the terms “Eligible Persons” and “Eligible Programs”

have the meanings provided in Section 2-45-130 and shall be determined by the department of planning and development ~~housing and economic development~~.

SECTION 9. Chapter 2-158 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-158-010 Procedure.

Unless another ordinance controls the manner in which a specific parcel of land is to be sold, when selling surplus land listed on the inventory of the department of planning and development ~~housing and economic development~~ ("surplus land") the city will follow those procedures set forth in Article 11, Division 76 of the Illinois Municipal Code, with the following exceptions:

(Omitted text is unaffected by this ordinance)

(b) The commissioner of planning and development ~~housing and economic development~~ shall cause a notice of sale to be published in conformity with the provisions of Article 11, Division 76 of the Illinois Municipal Code. Bids received in response to such a notice are not required to be opened at a regular city council meeting, but shall be opened at a public meeting convened by the commissioner before a certified court reporter, who shall make a record of the proceedings.

(c) All bids conforming to the published notice of sale shall be filed with the city clerk for introduction to the city council and shall be referred to the committee having jurisdiction over disposition of surplus land. The department of planning and development ~~housing and economic development~~ shall distribute a list of such bids to all members of the city council. The bids shall promptly be placed on the committee's agenda and a public hearing shall be held within a reasonable time thereafter.

(d) M.A.I. certified appraisals shall not be required. The department of planning and development ~~housing and economic development~~ shall determine the fair market value for each parcel of surplus land to be offered for sale. In the event that the fair market value exceeds \$5,000.00, the department shall obtain a written independent fee appraisal report.

2-158-070 Authorization.

The commissioner of planning and development ~~housing and economic development~~ or his designee (for purposes of this Article II, "commissioner") is hereby authorized to sell City Surplus Land Parcels in accordance with the procedures set forth in Section 2-158-090. For purposes of this Article II, "City Surplus Land Parcels" shall mean City- owned vacant land parcels with a zoning designation of RT-4 or lower that have not previously been reserved or otherwise set aside for current or anticipated City development projects and are available for sale.

2-158-090 Procedures.

(Omitted text is unaffected by this ordinance)

(c) The department of planning and development ~~housing and economic development~~ (for purposes of this Article II, "department") shall determine the estimated value of the City Surplus Land Parcels in consultation with licensed appraisers qualified as vendors by the department of procurement services. A separate, MAI-certified market value appraisal shall not be required for each parcel.

(Omitted text is unaffected by this ordinance)

SECTION 10. Chapter 2-159 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-159-020 Establishment of program.

Pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the Adjacent Neighbors Land Acquisition Program is hereby established by the City of Chicago, a home rule unit of government. The A.N.L.A.P. shall be administered by the department of planning and development ~~housing and economic development~~.

2-159-030 Definitions.

For purposes of this chapter:

(Omitted text is unaffected by this ordinance)

"Department" means the department of planning and development ~~housing and economic development~~.

(Omitted text is unaffected by this ordinance)

SECTION 11. Section 3-46-065 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

3-46-065 Underserved areas.

A. There is hereby created the Underserved Areas Joint Task Force, which shall consist of a designee of the commissioner of business affairs and consumer protection, a designee of the commissioner of planning and development ~~housing and economic development~~, and a designee of the comptroller. The Joint Task Force shall conduct a study to determine which areas are underserved by ground transportation vehicles and therefore should be designated by

the commissioner of business affairs and consumer protection as underserved areas for purposes of the credit available under this section. The Joint Task Force shall make its initial recommendations for such designations to the commissioner of business affairs and consumer protection no later than 120 days after the effective date of this ordinance, and shall make additional recommendations from time to time as service patterns change.

(Omitted text is unaffected by this ordinance)

SECTION 12. Section 4-6-170 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-6-170 Hospitals.

(Omitted text is unaffected by this ordinance)

(d) Departmental duties – Inspections.

(1) The president of the board of health may convene, at his or her discretion, a health facilities review board. Such board shall be composed of the president of the board of health, the commissioner of the department of planning and development ~~housing and economic development~~, and other individuals who may be appointed at the discretion of the president of the board of health. The board may make recommendations to the city council relating to the construction of new hospital buildings, proposed closings of hospitals, and alterations to buildings now being used as hospitals.

(Omitted text is unaffected by this ordinance)

SECTION 13. Section 4-8-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-8-010 Definitions.

The following definitions shall apply in the interpretation and the enforcement of this chapter and chapters 7-38, 7-40 and 7-42 unless the context clearly indicates that another meaning is intended. The listing of items as examples in any definition is intended to be illustrative and not exhaustive.

(Omitted text is unaffected by this ordinance)

“Area underserved by grocery stores” means an area, designated by the commissioner of planning and development ~~housing and economic development~~, that lacks adequate access to fresh and healthy food.

(Omitted text is unaffected by this ordinance)

SECTION 14. Chapter 4-83 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-83-050 Certification of application required – circumstances when license issuance prohibited.

(a) Upon receipt of a completed application for a heliport license, the commissioner of business affairs and consumer protection shall (1) notify the commissioner of aviation, the commissioner of buildings, the fire commissioner, the commissioner of planning and development ~~housing and economic development~~ and the corporation counsel of the fact that such application has been received; and (2) refer the application and all accompanying information required under Section 4-83-040 to the commissioner of aviation and to the corporation counsel for review. Upon completion of such review and consultation with the corporation counsel, the commissioner of aviation shall certify in writing whether the requirements set forth in Section 4-83-060 have been met.

(Omitted text is unaffected by this ordinance)

4-83-130 Orders to cease operations.

The commissioner of aviation, acting solely on his or her own volition or upon the recommendation of the commissioner of business affairs and consumer protection, the commissioner of buildings, the fire commissioner or the commissioner of planning and development ~~housing and economic development~~, may issue an order to cease operations at a heliport, if, after an investigation, the commissioner of aviation determines that such heliport is not being maintained or operated in compliance with the requirements of this chapter or is otherwise unsafe for use as a heliport.

4-83-170 Rules and regulations.

The commissioner of aviation, in consultation with the commissioner of business affairs and consumer protection, the commissioner of buildings, the fire commissioner, the commissioner of planning and development ~~housing and economic development~~ and the corporation counsel, is authorized to promulgate rules and regulations necessary or appropriate to implement the requirements of this chapter, including, but not limited to, rules and regulations for the construction, maintenance or operation of heliports. Such duly promulgated rules and regulations shall be posted by the commissioner of aviation on the department of aviation's website.

SECTION 15. Section 4-244-141 of the Municipal Code of Chicago is hereby amended

by deleting the language struck through and by inserting the language underscored, as follows:

4-244-141 Speech peddling – Additional area allowed.

(Omitted text is unaffected by this ordinance)

(b) Speech peddling locations. There shall be at least ten locations within the Central District, where peddling is otherwise prohibited under Section 4-244-140 above, including at least four locations within Grant Park, where speech peddling by up to five peddlers per location shall be allowed by permit; provided that no site in Millennium Park, or any site on any sidewalk that abuts Millennium Park, as that term is defined in section 10-36-140, shall be selected as a location in the Central District. Such locations shall be selected by the department of business affairs and consumer protection with the advice of the department of planning and development ~~housing and economic development~~, the department of transportation, and the police department, regarding pedestrian and vehicular traffic flow, use, density and public safety; provided that, for locations in Grant Park near special events sponsored by the city, the department of cultural affairs and special events shall select the sites during the relevant time periods and the number of Grant Park sites may change. In addition, because of anticipated high demand for speech peddling during special events, permits shall be issued for four- hour time slots and may be issued for more than five persons at a time per location. No person shall be allowed to engage in speech peddling within the Central District without a speech peddling permit, and doing so without such a permit shall be a violation of this section.

(Omitted text is unaffected by this ordinance)

SECTION 16. Section 5-12-170 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

5-12-170 Summary of ordinance attached to rental agreement.

The commissioner of the department of planning and development ~~housing and economic development~~ shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying. The commissioner shall also, after the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city. A copy of such summary shall be attached to each written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, the

landlord shall give to the tenant a copy of the summary.

(Omitted text is unaffected by this ordinance)

SECTION 17. Section 5-24-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

5-24-010 Definitions.

For purposes of this section, the following words and phrases shall have the following meanings:

(Omitted text is unaffected by this ordinance)

“Commissioner” means the commissioner of planning and development ~~housing and economic development~~.

(Omitted text is unaffected by this ordinance)

SECTION 18. Section 7-38-146 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

7-38-146 Designating areas underserved by grocery stores.

The commissioner of planning and development ~~housing and economic development~~ shall (1) identify areas underserved by grocery stores using data gathered by the department of planning and development ~~housing and economic development~~, the department of health, the department of business affairs and consumer protection and other appropriate city departments; (2) post and maintain on the city's website a current list or map of such areas, along with a summary statement of the data supporting the designation of such area as an area that lacks adequate access to fresh and healthy food; and (3) promptly notify the commissioner of business affairs and consumer protection in writing of any change to such list or map.

SECTION 19. Section 8-32-140 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

8-32-140 Construction, repair or demolition equipment.

(Omitted text is unaffected by this ordinance)

(c) This section may be enforced by designated employees of the departments of police, buildings, business affairs and consumer protection, fire, finance, streets and sanitation,

transportation and planning and development ~~housing and economic development~~, who are authorized to issue citations for violations.

(Omitted text is unaffected by this ordinance)

SECTION 20. Section 9-64-091 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-64-091 Industrial permit parking.

(a) Owners or managers of industrial businesses may apply to the parking administrator for designation of an industrial permit parking zone that includes the applicant's businesses, in accordance with the procedures set out in this section. The application shall be in form approved and supplied by the parking administrator, and shall include applicable rules and other relevant information. A zone may be established only on streets devoted primarily to industrial use.

(Omitted text is unaffected by this ordinance)

The applicants shall circulate application forms to businesses located in the proposed zone. Owners or managers of at least 60 percent of businesses located in the proposed zone must sign the application indicating their consent to industrial parking designation in order for the application to be considered. The application must identify the person or persons circulating it and must be notarized. After presenting the required number of signatures to the parking administrator, the applicant or applicants shall give notice of the proposed industrial permit parking designation in a newspaper of general or local circulation. Proof of notice by publication must be submitted to the parking administrator. Upon receipt of all requested information, the parking administrator shall notify the departments of finance, transportation and planning and development ~~housing and economic development~~ that a representative of one or more businesses have requested designation of industrial permit parking.

Within 60 days after receipt of notification from the parking administrator, the department of finance shall verify the information contained in the petitions and the department of transportation shall analyze the traffic conditions, traffic area impacts within the proposed zone and parking conditions of the proposed zone. Within the same time period, the department of planning and development ~~housing and economic development~~ shall analyze the economic or other impact of the zone upon businesses or other institutions located within or adjacent to the zone. The departments of finance, transportation and planning and development ~~housing and economic development~~ shall report their findings and any recommendations to the parking administrator.

Upon consideration of the revenue, transportation and planning and development ~~housing and economic development~~ studies, the parking administrator shall issue to the appropriate

committee of the city council his or her recommendations on the advisability of designating the zone for industrial permit parking and as to the hours of the day, days of the week or months of the year when such regulations shall be effective.

(Omitted text is unaffected by this ordinance)

SECTION 21. Chapter 10-28 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

10-28-060 A produce stand on the public way pilot program.

(Omitted text is unaffected by this ordinance)

(d) (1) The commissioner is authorized to issue a public way use permit for operating a produce stand at locations designated pursuant to subsection (d)(2) of this section.

(2) The commissioner of planning and development ~~housing and economic development~~, in consultation with the commissioner of business affairs and consumer protection and the commissioner of transportation, is authorized to designate by rule up to 30 locations in the city where public way use permits may be issued for operating produce stands. In designating such locations the commissioner of planning and development ~~housing and economic development~~ shall consider such factors, as determined by rule, that would help to determine appropriate locations for operating produce stands on the public way, including, but not limited to, any one or more of the following:

(Omitted text is unaffected by this ordinance)

(f) The commissioner shall forward a copy of an application for a public way use permit for a produce stand to the commissioner of transportation and the commissioner of planning and development ~~housing and economic development~~ within three business days after receipt of the application. The commissioner shall not issue a public way use permit for a produce stand unless the commissioner of transportation and the commissioner of planning and development ~~housing and economic development~~ approve the application. In addition, the issuance of a public way use permit for the operation of a produce stand shall be dependent on the issuance of a valid mobile food vendor license to engage in a produce merchant business.

(Omitted text is unaffected by this ordinance)

(m) This pilot program shall expire on December 31, 2013. Sixty (60) days before the expiration of the pilot program, the commissioner, the commissioner of transportation, the commissioner of planning and development ~~housing and economic development~~, and the commissioner of health shall evaluate the effectiveness of the pilot program and may recommend

the continuation of the program with or without changes as may be adopted by ordinance.

10-28-160 Notice to alderman.

(a) Within three business days after an application is filed with the commissioner of transportation for a permit for a newspaper stand, other than an application for the renewal of a permit for an existing newspaper stand, the commissioner of transportation shall deliver a duplicate of the application to the commissioner of planning and development ~~housing and economic development~~ and to the alderman of the ward in which the newspaper stand is or will be located. Upon receipt of such application, the alderman may refer the application to the city council's committee having jurisdiction over privileges for use of the public way for the purpose of conducting public hearings on the proposed permit application. All interested persons, including the applicant, shall be given an opportunity to be heard at such hearings. After conducting such hearings, the committee may issue a report summarizing the issues that were addressed at the hearings and recommending approval or denial of the application. Any such report must be filed with the commissioner of transportation not later than 30 days after the application was received by the alderman.

(Omitted text is unaffected by this ordinance)

Upon receipt of the permit application, the commissioner of planning and development ~~housing and economic development~~ shall review the application and supporting materials, and shall report to the commissioner of transportation his or her recommendation for acceptance or denial based solely upon the considerations described in paragraphs (1) through (6) of this subsection (a). Such report shall be filed with the commissioner of transportation within 30 days after the application was received by the commissioner of planning and development ~~housing and economic development~~.

In acting on all applications filed pursuant to this subsection, the commissioner of transportation shall give due consideration to the committee's report, if any, and to the recommendation of the commissioner of planning and development ~~housing and economic development~~, and shall be bound by the same standards as apply to the committee in approving or denying a permit.

(Omitted text is unaffected by this ordinance)

(c) Any action denying or approving a permit application under subsection (a) of this section shall be made by the commissioner of transportation no less than 35 and not more than 65 days after the application is filed with the commissioner. Any action denying or approving a permit application under this subsection (b) shall be made by the commissioner of transportation within 15 days after the application is filed with the commissioner. If the commissioner denies the application, the commissioner shall notify the applicant by mail of the reasons for his or her decision. Within ten days after the notice of denial of an application is sent, the applicant may request a hearing at which the applicant will be given an opportunity to prove that the

determination of the commissioner was in error. The commissioner of transportation (in cooperation with the commissioner of planning and development ~~housing and economic development~~ if the denial was based on his or her determination) shall schedule a hearing to be held within 30 days after he or she received the request. Prior to the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with Section 2-14-190(c) of this Code, the hearing may be conducted by the commissioner or the commissioner's designee. If, after the hearing, commissioner of transportation determines that his or her previous determination was incorrect, the commissioner shall promptly issue or renew the permit. After the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with Section 2-14-190(c) of this Code, upon receipt of a request for a hearing, the commissioner of transportation (in cooperation with the commissioner of planning and development ~~housing and economic development~~ if the denial was based on his or her determination) shall institute an action with the department of administrative hearings which shall conduct the hearing and make a final determination.

(d) No newspaper stand may be substantially remodeled without prior written approval from the commissioner of transportation pursuant to the standards set forth in paragraphs (a)(1) and (a)(2) of Section 10-28-160 and any other standards therefor promulgated by the commissioner in cooperation with the department of planning and development ~~housing and economic development~~ in furtherance of the purposes of this article.

(Omitted text is unaffected by this ordinance)

10-28-781 Multiple newsrack area.

(a) The commissioner of transportation, after consultation with the commissioner of planning and development ~~housing and economic development~~ and the alderman of any affected ward, may designate any portion or portions of the public way as a multiple newsrack area. The area need not be contiguous. Within such an area, the placement, installation and maintenance of newsracks shall be prohibited, except as authorized by contract awarded under this section for the placement, installation and maintenance of multiple newsracks. The commissioner of transportation shall make such designation only if the commissioner determines that the designated area contains on each intersection within the area all or a portion of a group of at least five newsracks that are separated by a combined distance of 12 feet or less, and that the area requires such designation based upon the following considerations:

(Omitted text is unaffected by this ordinance)

SECTION 22. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

11-4-575 Emission reduction credit banking and trading program.

(a) Definitions.

(Omitted text is unaffected by this ordinance)

(7) “Emission reduction credit banking and trading committee” or “E.R.C. committee” means a city interdepartmental committee that includes the chairman of the city council committee on health and environmental protection or his designee and representatives from the department of fleet and facility management, department of planning and development ~~housing and economic development~~ and department of law.

(Omitted text is unaffected by this ordinance)

11-4-1890 Promotion of economic development – Markets for recycled materials.

In order to promote economic development within the city and to encourage markets for recycled materials, the city department of planning and development ~~housing and economic development~~ in coordination with the chief sustainability officer and other city departments, as appropriate, shall implement programs to build demand for recycled products among Chicago businesses, residents and local governments; to build markets for recycled materials by attracting to the city manufacturers that use recycled material as raw material; and to assist businesses in developing capacity to use recycled material in place of virgin material.

SECTION 23. Section 11-6-170 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

11-6-170 Powers and duties of the commissioner and other city department heads.

(Omitted text is unaffected by this ordinance)

(I) Interdepartmental collaboration to develop CGB Program incentives – Required. The department of procurement services, the department of planning and development ~~housing and economic development~~, the department of business affairs and consumer protection and the office of budget and management shall collaborate on a regular basis, by meeting at least twice a year, to develop and implement operational, financial and other incentives to encourage participation by local businesses in the Chicago Green Business Program.

(Omitted text is unaffected by this ordinance)

SECTION 24. Chapter 13-32 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

13-32-230 Building wrecking – Permit required – Safety requirements.

(Omitted text is unaffected by this ordinance)

(b) Notwithstanding the provisions of subsection (a), if a building or structure is color coded orange or red in the Chicago Historic Resources Survey published in 1996, no demolition permit shall be issued for a period not to exceed 90 days in order to enable the department of planning and development ~~housing and economic development~~ to explore options to preserve the building or structure, including, but not limited to, possible designation of the building or structure as a Chicago landmark in accordance with Article XVII of Chapter 2-120 of this code. The 90 days (i) shall begin to run on the date that a copy of the application for the demolition permit, along with a photograph accurately showing the current condition of the building or structure identified in that application, is submitted by the applicant to the landmarks division of the department of planning and development ~~housing and economic development~~; and (ii) may be extended for any additional period by mutual written agreement between the applicant and the department. This subsection (b) shall not apply to permit applications for the demolition of any building or structure if demolition is necessary to remedy conditions imminently dangerous to life, health or property as determined in writing by the department of buildings, the board of health or the fire department. Nor shall this subsection (b) apply to any building or structure which the commission on Chicago landmarks has preliminarily recommended as a landmark pursuant to section 2-120-630 or which has been designated by ordinance as a “Chicago Landmark” in accordance with the requirements of this code.

(Omitted text is unaffected by this ordinance)

13-32-231 Rooftop gravity tank wrecking – Permit required.

(Omitted text is unaffected by this ordinance)

(2) No permit shall be issued under this section, for a period not to exceed 90 days, in order to enable the department of planning and development ~~housing and economic development~~ to explore options to preserve the tank, including, but not limited to, possible designation of the tank as a Chicago landmark in accordance with Article XVII of Chapter 2-120 of this code. The 90 days shall begin to run on the date that a copy of the application for the demolition permit is submitted by the applicant to the landmarks division of the department of planning and development ~~housing and economic development~~, along with (i) a photograph accurately showing the current condition of the tank identified in the permit application, and (ii) if no part of the tank is visible from the public way at any distance or angle, a statement to that effect verified by affidavit. The 90 days may be extended for an additional period by mutual agreement between the applicant and the department of planning and development ~~housing and economic development~~. This subsection (2) shall not apply to permit applications for the demolition of any tank if demolition is necessary to remedy conditions imminently dangerous to life, health or

property as determined in writing by the department of buildings or the fire department; nor shall this subsection (2) apply if the permit applicant can prove, to the satisfaction of the commissioner of buildings, that the tank was constructed in its entirety after December 31, 1999.

(Omitted text is unaffected by this ordinance)

SECTION 25. Chapter 16-4 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

16-4-100 Chicago plan commission – Responsibilities, powers and duties.

The Chicago plan commission shall be the agency responsible for the administration of the Lake Michigan and Chicago Lakefront Protection Ordinance and shall have the following powers and duties in addition to those powers and duties presently contained within the Municipal Code of Chicago:

(a) To receive from any applicant or public agency an application, on such forms as the commission may provide, to undertake any landfill, excavation, impoundment, mining, drilling, roadway building or construction regulated by this chapter and receive for any public agency an application, on such forms as the commission may provide, to acquire or dispose of property regulated by this chapter; to review, approve or disapprove of application; provided, that (1) a public hearing is noticed and held in accordance with the provisions of subparagraphs (b), (c), (d) and (e) hereof, and (2) a written report is prepared and filed with the commission by the commissioner of the department of planning and development ~~housing and economic development~~ in accordance with the provisions of Section 16-4-110 hereof. The forms provided by the commission shall not require detailed working drawings or plans.

(Omitted text is unaffected by this ordinance)

16-4-110 Commissioner of the department of planning and development ~~housing and economic development~~ – Duties and responsibilities.

The commissioner of the department of planning and development ~~housing and economic development~~ shall have the following duties and responsibilities:

(Omitted text is unaffected by this ordinance)

16-4-120 Building commissioner – Duties and responsibilities.

The building commissioner shall have the following duties and responsibilities:

(a) To forward within five days to the Chicago plan commission and the commissioner of planning and development ~~housing and economic development~~ any application

for a permit in the Lake Michigan and Chicago Lakefront Protection District, at any location within the Lake Michigan and Chicago Lakefront Protection District;

(b) To receive the decision of the Chicago plan commission, and the approval of the commissioner of planning and development ~~housing and economic development~~, prior to the issuance of any permit and to consider that decision binding.

16-4-130 Investigation.

The commissioner of planning and development ~~housing and economic development~~ may, upon receipt of any proposal or application as hereinabove provided, conduct an investigation of the ecological and environmental impact of said proposal. The findings of the commissioner of planning and development ~~housing and economic development~~ shall be forwarded to the plan commission and shall constitute a part of the record upon which the plan commission shall premise its decision regarding the proposal or application.

SECTION 26. Section 16-6-040 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

16-6-040 Additional information required.

(Omitted text is unaffected by this ordinance)

(b) Applicants filing applications for manufactured home parks, annexation agreements, planned developments, subdivisions, and additions to manufactured home parks and subdivisions, which are greater than five acres or five zoning lots, whichever is lesser, shall furnish to the commissioner of planning and development ~~housing and economic development~~:

(Omitted text is unaffected by this ordinance)

SECTION 27. Chapter 16-8 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

16-8-050 Application – Review and determination.

(Omitted text is unaffected by this ordinance)

(b) Application. An application for designation of an area as a planned manufacturing district shall be filed with the zoning administrator on forms provided by him and in the number of copies he shall require. The administrator shall transmit an original copy of any such application without delay to the city clerk, who shall record it in the proceedings of the city council at its next regular meeting. The administrator shall also transmit copies of any such

application without delay to the commissioner of planning and development ~~housing and economic development~~ and the plan commission.

16-8-060 Approval procedure – Commission empowered to adopt regulations.

(a) Department of planning and development ~~housing and economic development~~ – Community Meeting. Before a formal public hearing provided for in Section 16-8-060(b) to consider recommending the designation of any district as a planned manufacturing district, the department of planning and development ~~housing and economic development~~ shall hold at least one public meeting in the ward in which the district proposal for designation is located, for the purpose of explaining the proposal and soliciting comments on it. The commissioner shall notify the alderman of the ward in writing of the time, place and purpose of the meeting and shall also publish notice of the same in a newspaper of general circulation within the ward.

(Omitted text is unaffected by this ordinance)

SECTION 28. Chapter 16-12 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

16-12-020 Definitions.

For the purpose of this chapter, when any of the following words or terms are used herein, they shall have the meaning or construction ascribed to them in this section, unless otherwise specified:

(Omitted text is unaffected by this ordinance)

“Department” means the department of planning and development ~~housing and economic development~~ of the city.

(Omitted text is unaffected by this ordinance)

16-12-060 Zone administrator – Powers and duties.

(Omitted text is unaffected by this ordinance)

(c) The zone administrator for all zones shall be the commissioner of planning and development ~~housing and economic development~~ of the city.

SECTION 29. Chapter 16-18 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

16-18-040 Fee formula.

(Omitted text is unaffected by this ordinance)

Affordable housing is defined as housing which is sold or rented at or below the maximum price or fair market rents established by the Chicago department of planning and development ~~housing and economic development~~ for the “City Lots for City Living” or “New Homes for Chicago” affordable housing programs. The above-stated maximum price or fair market rents may be modified by the department of planning and development ~~housing and economic development~~. development from time to time.

16-18-110 Administrative procedures.

The department of planning and development ~~housing and economic development~~ and any of the affected city departments are hereby directed and authorized to issue administrative regulations and procedures as necessary to implement the provisions of this chapter by the effective date of this chapter, and to periodically review and update such regulations and procedures.

SECTION 30. Title 17 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

17-1-0702 The Development Manual must be approved by the Zoning Administrator and made available for distribution, purchase or public inspection in the Department of Planning and Development ~~Housing and economic development~~.

(Omitted text is unaffected by this ordinance)

17-1-0804 Zoning of Annexed Lands. Before annexation of any territory into the City of Chicago, a zoning plan for the area to be annexed must be forwarded to the City Council by the Commissioner of Planning and Development ~~Housing and economic development~~.

(Omitted text is unaffected by this ordinance)

17-4-1003-B Projects that are Subject to Planned Development Review. For projects that are subject to planned development review, the Zoning Administrator must review proposed floor area bonus requests and make a recommendation to the Commissioner of Planning and Development ~~Housing and economic development~~ and the Chicago Plan Commission, who shall in turn make a recommendation to the City Council. The Commissioner of Planning and Development ~~Housing and economic development~~ and Plan Commission may recommend modifications of standards due to unique circumstances so long as the public benefits of the proposed improvements or amenities are of equal or greater value than otherwise required.

(Omitted text is unaffected by this ordinance)

17-4-1004-C Bonus Formula.

(Omitted text is unaffected by this ordinance)

3. The cost of land must be based on sale prices within the most recent 5 years, as provided by the Department of Planning and Development ~~Housing and economic development~~.

4. The Commissioner of Planning and Development ~~Housing and economic development~~ is responsible for updating estimates of land values annually.

(Omitted text is unaffected by this ordinance)

17-4-1004-E Standards. Buildings that meet the eligibility criteria of Sec. 17-4-1004-B and that provide affordable housing or contribute the city's Affordable Housing Opportunity Fund are eligible for floor area bonuses provided they comply with the following standards. These standards also apply to projects that are subject to 17-4-1004-D.

(Omitted text is unaffected by this ordinance)

3. Rents and Sales Prices. The Department of Planning and Development ~~Housing and economic development~~ is authorized to establish rents and sales prices for affordable housing units provided pursuant to this section in accordance with the following:

(Omitted text is unaffected by this ordinance)

4. Income Levels. The Department of Planning and Development ~~Housing and economic development~~ is authorized to establish household income levels to be used in administering and enforcing the standards of this section.

(Omitted text is unaffected by this ordinance)

6. Timing of Cash Payments and Financial Guarantees. Property owners that are subject to the affordable housing standards of this section must pay the required cash contribution or provide a performance bond or other security ensuring construction of the affordable housing units before the issuance of building permits for the construction of the subject buildings. Such bond or security must be:

(Omitted text is unaffected by this ordinance)

(b) released after the commissioner of planning and development ~~housing and economic development~~ has certified that the on-site affordable housing units have been created.

(Omitted text is unaffected by this ordinance)

9. Affordable Housing Agreements. Sponsors of Affordable Housing Projects must enter into an Affordable Housing Agreement with the Department of Planning and Development ~~Housing and economic development~~, in form approved by the Corporation Counsel. The Affordable Housing Agreement will include the following:

(Omitted text is unaffected by this ordinance)

10. Administration and Enforcement.

(a) The Department of Buildings may not approve an application for a building permit in any development receiving a floor areas bonus for affordable housing units until the Department of Planning and Development ~~Housing and economic development~~ provides written verification that the applicant has submitted all necessary agreements and complied with all applicable affordable housing standards.

(b) Upon the resale or transfer of any affordable housing unit (1) at a price above the sales price limits established by the Department of Planning and Development ~~Housing and economic development~~ or (2) to a household that does not meet the income eligibility criteria of the Department of Planning and Development ~~Housing and economic development~~, the seller or transferor must pay an amount equal to the difference, at the time of the initial sale, between the affordable housing unit's market value and its affordable housing price plus 3% per year interest from the date the initial sale on that difference.

(c) Upon the rental of any affordable housing unit (1) at a price above the rental price limits established by the Department of Planning and Development ~~Housing and economic development~~ or (2) to a household that does not meet the income eligibility criteria of the Department of Planning and Development ~~Housing and economic development~~, the property owner will be subject to a fee of \$500.00 per housing unit per day for each day that the property owner is in noncompliance. Before the assessment of this authorized fee, the property owner must be given 90 days, after written notice from the Commissioner of Planning and Development ~~Housing and economic development~~, to cure the noncompliance. If, after 90 days, the property owner fails to cure the noncompliance, the fees will be assessed from the first day of noncompliance. The 90-day time period to cure the noncompliance may be extended by the Commissioner of Planning and Development ~~Housing and economic development~~ for good cause.

11. Annual Reports (Rental Units). The property owner or qualifying

sponsor must submit an annual report to the Department of Planning and Development ~~Housing and economic development~~, which includes the name, address, and income of each person occupying an affordable rental housing unit and that identifies the monthly rent of each affordable rental housing unit.

12. Administrative Rules. The Department of Planning and Development ~~Housing and economic development~~ must publish administrative rules governing administration and interpretation of the affordable housing bonus provision of this section.

(Omitted text is unaffected by this ordinance)

17-4-1012-A Eligibility and Standards. Water features located in public open spaces are eligible for floor area bonuses if they comply with the following minimum standards:

(Omitted text is unaffected by this ordinance)

4. All water features must be appropriately scaled and designed to enhance the public open space. The design, location, and scale of the proposed fountain or water feature must be consistent with guidelines contained in the Guide to the Zoning Bonus Ordinance. The design and location of the water feature will be reviewed by the Department of Planning and Development ~~Housing and economic development~~ in the context of the development.

(Omitted text is unaffected by this ordinance)

17-4-1015-A Eligibility and Standards. Buildings with green roofs are eligible for floor area bonuses, provided they meet the following minimum standards:

(Omitted text is unaffected by this ordinance)

5. Plant varieties, soil depths and soil content must comply with Chicago Department of planning and development ~~housing and economic development~~ guidelines.

(Omitted text is unaffected by this ordinance)

17-4-1018-B Guidelines. Contributions toward the creation or improvement of nearby pocket parks, improvements to the Chicago Riverwalk, or other public park spaces may be eligible for floor area bonuses, subject to the following criteria and guidelines:

1. Contributions of land, cash, or improvements must be targeted for specific improvement projects, or for off-site land acquisition within one-half mile of the planned development site. The identification of specific improvement projects or land acquisition sites

will be made on a case-by-case basis by the Department of Planning and Development Housing and economic development or other agencies, as may be appropriate.

(Omitted text is unaffected by this ordinance)

17-4-1018-C Bonus Formula.

(Omitted text is unaffected by this ordinance)

2. The cost of land must be based on sale prices within the most recent 5 years, as provided by the Department of Planning and Development Housing and economic development.

(Omitted text is unaffected by this ordinance)

17-4-1019-C Bonus Formula.

(Omitted text is unaffected by this ordinance)

2. The cost of land must be based on sale prices within the most recent 5 years, as provided by the Department of Planning and Development Housing and economic development.

3. The Commissioner of Planning and Development Housing and economic development is responsible for updating estimates of land values annually.

(Omitted text is unaffected by this ordinance)

17-4-1020-C Bonus Formula.

(Omitted text is unaffected by this ordinance)

2. The cost of land must be based on sale prices within the most recent 5 years, as provided by the Department of Planning and Development Housing and economic development.

3. The Commissioner of Planning and Development Housing and economic development is responsible for updating estimates of land values annually.

(Omitted text is unaffected by this ordinance)

17-4-1021-C Bonus Formula.

(Omitted text is unaffected by this ordinance)

2. The cost of land must be based on sale prices within the most recent 5 years, as provided by the Department of Planning and Development ~~Housing and economic development~~.

3. The Commissioner of Planning and Development ~~Housing and economic development~~ is responsible for updating estimates of land values annually.

17-4-1022 Adopt-a-Landmark.

(Omitted text is unaffected by this ordinance)

17-4-1022-C Bonus Formula.

(Omitted text is unaffected by this ordinance)

2. The cost of land must be based on sale prices within the most recent 5 years, as provided by the Department of Planning and Development ~~Housing and economic development~~.

3. The Commissioner Planning and Development of ~~Housing and economic development~~ is responsible for updating estimates of land values annually.

(Omitted text is unaffected by this ordinance)

17-8-0913-B Applicants for a heliport must submit a dimensioned site plan illustrating and including, but not limited to, the following items: landing pad(s); location of any service facilities, including fueling stations and the location of any storage tanks; ingress and egress to and from the facility; parking pads for helicopters, if applicable; parking for service vehicles, emergency vehicles and automobiles, if applicable; and any other relevant information as determined by the Departments of Planning and Development ~~Housing and economic development~~ and Aviation.

17-8-0913-C Applicants for a helistop must submit a dimensioned site plan illustrating and including, but not limited to, the following items: landing pad(s); ingress and egress to and from the facility; parking pads for helicopters, if applicable; parking for service vehicles, emergency vehicles and automobiles, if applicable; and any other relevant information as determined by the Departments of Planning and Development ~~Housing and economic development~~ and Aviation.

17-8-0913-D Applicants for a vertiport must submit a dimensioned site plan illustrating and including, but not limited to, the following items: landing pad(s); location of any service facilities, including fueling stations and the location of any storage tanks; ingress and egress to and from the facility; parking pads for tiltrotors, if applicable; parking for service vehicles,

emergency vehicles and automobiles, if applicable; and any other relevant information as determined by the Departments of Planning and Development ~~Housing and economic development~~ and Aviation.

17-8-0913-E The number of parking spaces for service vehicles, emergency vehicles and automobiles shall be determined by the Department of Planning and Development ~~Housing and economic development~~.

(Omitted text is unaffected by this ordinance)

17-8-0913-G Heliports, helistops or vertiports must submit a traffic study for review and approval by the Chicago Department of Transportation, as requested by the Departments of Planning and Development ~~Housing and economic development~~ or Transportation.

17-8-0913-H The Department of Planning and Development ~~Housing and economic development~~ may require additional setbacks, screening or other buffering, as is deemed necessary, to mitigate the impact of the heliport, helistop or vertiport on adjacent land uses.

17-8-0913-I Heliports, helistops or vertiports must adhere to appropriate landscape requirements, as determined by the Department of Planning and Development ~~Housing and economic development~~, to reduce wildlife conflicts with operations at such facilities.

17-8-0913-J The Department of Planning and Development ~~Housing and economic development~~ may request additional relevant information, as it deems necessary, in order to review each application and to make a recommendation to the Chicago Plan Commission.

(Omitted text is unaffected by this ordinance)

17-9-0103.3-B Parkway vegetation that is complementary to allowed activities and that is acceptable to the Department of Planning and Development ~~Housing and economic development~~ shall be allowed in lieu of the Parkway Tree requirements of 17-11-0100.

17-9-0103.3-C Fencing and screening that is complementary to allowed activities and that is acceptable to the Department of Planning and Development ~~Housing and economic development~~ shall be allowed in lieu of the requirements of 17-3-0304 and 17-5-0601.

(Omitted text is unaffected by this ordinance)

17-10-0207 Off-Street Parking Schedule 1: Neighborhood Zoning Districts. Schedule “1” presents off-street parking standards for uses in neighborhood zoning districts (i.e., R, B, C and M districts). The off- street parking standards for downtown (D) zoning districts are presented in Sec. 17-10-0208 below. In the event of conflict between this schedule and zoning district use regulations (e.g., this schedule establishes a parking standard for a use not allowed in the

underlying zoning district), the zoning district use regulations govern.

District	Minimum Automobile Parking Ratio (per unit or gross floor area)	Minimum Bike Parking
17-10-0207-A Parking Group A. (Detached Houses, Two-flat, Townhouses)		

(Omitted text is unaffected by this ordinance)

17-10-0207-C Parking Group C. (Multi-Unit, nongovernment-subsidized; based on zoning)		
R (all)	1 space per unit	1 per 2 auto spaces in buildings containing 8 or more units
B, C dash 1, 1.5, 2	1 space per unit	
B, C dash 3	1 space per unit	
B, C dash 5	1 space per unit for first 100 units; 0.60 spaces per unit for all additional units	
District	Minimum Automobile Parking Ratio (per unit or gross floor area)	Minimum Bike Parking
(Multi-Unit, government-subsidized; based on unit size)		
Less than 600 sq. ft.	0.33 spaces per unit	1 per 2 auto spaces in buildings containing 8 or more units
600-1,200 square feet	0.70 spaces per unit	
1,201+ square feet	1 space per unit	
(Note: ~~DHED~~ <u>DPD</u> authorized to grant further reductions for government-subsidized units based on transit availability, auto availability, income levels, availability of shopping and services within walking distance and other pertinent factors)		
(Note: Business live/work units shall comply with the off-street parking standards of Parking Group C; provided, however, in the case of buildings constructed prior to August 1, 2012, one business live/work unit per building shall be exempt from such parking standards.)		

(Omitted text is unaffected by this ordinance)

17-10-0207-Q Parking Group Q. (Group Living, Funeral and Interment, Consulates, Philanthropic Institutions, Day Labor Employment Agency, Residential Storage Warehouse)		

R (All) B, C, M dash 1, 1.5, 2, 3	As determined by ~~DHED~~ <u>DPD</u>	As determined by ~~DHED~~ <u>DPD</u>
B, C, M dash 5	None for first 35,000 square feet or 2 × lot area, whichever is greater, then 1.33 spaces per 1,000 square feet	

(Omitted text is unaffected by this ordinance).

17-10-1102 Special Uses. For special uses other than prescribed for hereinafter, loading spaces adequate in number and size to serve such uses as determined by the Department of Planning and Development ~~Housing and economic development~~ must be provided.

(Omitted text is unaffected by this ordinance)

17-13-0107-A Written Notice. Whenever the provisions of this Zoning Ordinance require that “Written Notice” be provided, such notice must be given as specified in this section.

(Omitted text is unaffected by this ordinance)

8. Whenever the applicant for a matter requiring final approval by the City Council is the Mayor, a member of the City Council or the Zoning Administrator, the written notice requirements are as follows:

(Omitted text is unaffected by this ordinance)

(b) Written notice of any public hearing required before the Plan Commission must be given by the Department of Planning and Development ~~Housing and economic development~~.

(Omitted text is unaffected by this ordinance)

17-13-0109 Summary of Procedures. The following table provides a summary of the review and approval procedures of this chapter. In the event of conflict between this summary table and the detailed procedures contained elsewhere in this chapter, the detailed procedures govern.

Procedure	Review and Decision-Making Authority	Notice

	Commission er of <u>Planning</u> ~~Housing and~~ ~~Economic~~ ~~Development~~	Zoning Administrat or	Plan Commission	Zoning Board of Appeals	City Council Committee on Zoning, Landmarks and Building Standards	City Council	(N)ewsape r (M)ailed (P)osted
Text Amendments	R	R	-	-	<R>	DM	N,M,P
Zoning Map Amendments	R	R	-	-	<R>	DM	N,M,P
Industrial Corridor Zoning Map Amendments	R	R	<R>	-	<R>	DM	N,M,P
Planned Developments	R	R	<R>	-	<R>	DM	N,M,P
Planned Manufacturing Districts	R	-	<R>	-	<R>	DM	N,M,P
Site Plan Review	DM	R	-	-	*	*	None
Special Uses	R	-	-	<DM>	-	-	N,M,P
Administrative Adjustments	-	DM	-	-	-	-	M
Variations	-	-	-	<DM>	-	-	N,M,P
Appeals	-	-	-	<DM>	-	-	M

(Omitted text is unaffected by this ordinance)

17-13-0503 Community Meeting. Before a public hearing is held by the City Council Committee on Zoning, Landmarks and Building Standards, as provided for in Sec. 17-13-0300, to consider recommending the designation of any area as a special character overlay district, the Department of Planning and Development ~~Housing and economic development~~ must hold at least one public meeting in the ward in which the proposed district is located for the purpose of explaining the proposal, soliciting comments on it, and making findings regarding the factors listed in Sec. 17-13-0505. The Department of Planning and Development ~~Housing and economic development~~ must notify the Alderman of the ward in writing of the time, place and purpose of the meeting and must also publish notice of the public meeting in a newspaper of general circulation within the ward.

17-13-0504 Report and Recommendation. The Department of Planning and Development ~~Housing and economic development~~ must submit a written report and recommendation on the

proposed special character overlay district Amendment to the City Council Committee on Zoning, Landmarks and Building Standards before the date scheduled for a formal public hearing before that Committee.

(Omitted text is unaffected by this ordinance)

17-13-0703-A Before the formal public hearing provided for in Sec. 17-13-0705, the Commissioner of Planning and Development ~~Housing and economic development~~ must convene at least one public meeting in the ward in which the proposed PMD is located, for the purpose of explaining and soliciting comments on the proposal.

17-13-0703-B The Commissioner of Planning and Development ~~Housing and economic development~~ must give written notice to the respective Alderman of the time, place and purpose of the meeting and publish notice of the meeting in a newspaper of general circulation.

17-13-0704 Recommendations – Zoning Administrator. The Zoning Administrator must review each PMD proposal and forward a recommendation on the proposal to the Commissioner of Planning and Development ~~Housing and economic development~~ and the Plan Commission before the Plan Commission's public hearing (See Sec. 17-13-0705). The recommendation of the Zoning Administrator must also be forwarded to the City Council when the recommendation of the Plan Commission is sent to City Council.

(Omitted text is unaffected by this ordinance)

17-13-1302-B Contents. Every application for a building permit will be deemed to be an application for a zoning certificate and must be accompanied by:

(Omitted text is unaffected by this ordinance)

2. A plat, in duplicate, drawn to scale in such form as may, from time to time, be prescribed by the Zoning Administrator, showing the ground area, height, and bulk of the building or structure, the building lines in relation to property lines, the use to be made of the building or structure or land and such other information as may be required by the Zoning Administrator for the proper enforcement of this Zoning Ordinance. When a building permit application for the repair, remodeling and/or alteration of residential buildings or buildings of mixed residential occupancy that have been in existence for 50 or more years and that contain no more than 6 dwelling units is filed with the Department of Planning and Development ~~Housing and economic development~~, and zoning certification is sought for the present number of dwelling units existing at the time of submittal of such application, such zoning certification must be limited to certify not more than one unit over the number of units originally authorized. The permit application must be accompanied by such documents and be in such form as prescribed by the Zoning Administrator to substantiate the lawful existence of dwelling units in the building. Such documents may include, but not be limited to, affidavits, leases, utility records, or any other

instruments deemed necessary by the Zoning Administrator to make a determination of authorized nonconformity.

(Omitted text is unaffected by this ordinance)

17-14-0101-A the Department of Planning and Development ~~Housing and economic development~~; and

(Omitted text is unaffected by this ordinance)

17-14-0200 Department of Planning and Development ~~Housing and economic development~~.

17-14-0201 Creation. The Department of Planning and Development ~~Housing and economic development~~ is created under Chapter 2-45 of the Municipal Code of Chicago and is under the direction of the Commissioner of Planning and Development ~~Housing and economic development~~.

(Omitted text is unaffected by this ordinance)

17-17-0264 Government-Subsidized (Dwelling Unit). A dwelling unit that is financed in whole or in part with federal, state or local (Chicago Department of Planning and Development ~~Housing and economic development~~) financial assistance.

(Omitted text is unaffected by this ordinance)

ARTICLE II MISCELLANEOUS AMENDMENTS

SECTION 1. Chapter 2-64 of the Municipal Code of Chicago is hereby amended by adding a new section 2-64-025, underscored as follows

2-64-025 Educational materials - purchasing authority.

Subject to the availability of funds duly appropriated therefor, the library commissioner is authorized to contract for and purchase, for library purposes, magazines, books, periodicals and similar articles of an educational or instructional nature. The commissioner shall provide a quarterly report of contracts entered and purchases made pursuant to this section to the board of library trustees established pursuant to 75 ILCS 5/4-1 et seq.

SECTION 2. Chapter 9-64 of the Municipal Code of Chicago is hereby amended by

deleting the language struck through and by inserting the language underscored, as follows:

9-64-010 Applicability – Exemptions.

(Omitted text is unaffected by this ordinance)

(c) (1) Notwithstanding any other provision of the traffic code, any a motor vehicle is hereby exempt from any ordinance or regulation which imposes a time limitation for parking when the motor vehicle is:

(i) bearing ~~handicapped or disabled veterans~~ state registration plates issued to a person with disabilities or a disabled veteran pursuant to Section 3-616 or Section 3-609 of the Illinois Vehicle Code;

(ii) ~~or bearing~~ a handicapped parking decal or device issued pursuant to Section 3-616 or 11-1301.2 of the Illinois Vehicle Code; and any motor vehicle or

(iii) registered in another jurisdiction, state, district, territory or foreign country upon which is displayed a registration, special decal or device issued by such other jurisdiction designating the vehicle is operated by or for a person with disabilities. is hereby exempt from the payment of parking meter fees and exempt from any ordinance or regulation which imposes a time limitation for — parking. This exemption shall not be construed to authorize the parking of any vehicle during hours when parking is otherwise prohibited or where the vehicle constitutes a traffic hazard and must be moved at the instruction and request of a law enforcement officer to a location designated by such officer. The exemption granted under this subsection shall apply only when the motor vehicle is operated by or under the personal direction of the person for whom the handicapped or disabled veteran registration plates or handicapped parking decal or device was issued.

(2) Notwithstanding any other provision of the traffic code, a motor vehicle bearing a handicapped parking decal or device issued pursuant to subsection (c-5) of Section 11-1301.2 of the Illinois Vehicle Code is hereby exempt from the payment of fees generated by parking in a metered space, a parking area subject to paragraph (10) of subsection (a) of Section 11-209 of the Illinois Vehicle Code, or a publicly owned parking area.

(3) The exemptions granted under this subsection (c) shall apply only when the motor vehicle is operated by the person to whom the handicapped or disabled veteran registration plate, or handicapped parking decal or device, was issued or by a qualified operator while the person with disabilities is present.

(4) The exemptions granted under this subsection (c) shall not be construed to authorize the parking of any vehicle during hours when parking is otherwise prohibited or where the vehicle constitutes a traffic hazard and must be moved at the instruction and request of a law enforcement officer to a location designated by such officer.

9-64-190 Parking meter zones – Regulations.

(Omitted text is unaffected by this ordinance)

Except as provided in Section 9-64-010(c) (1) and subject Subject to Section 9-64-207, upon the expiration of the time thus designated upon or by the meter, the operator of the motor vehicle shall then immediately remove such vehicle from the parking meter zone. No operator of any motor vehicle shall permit such vehicle to remain in the parking meter zone for an additional consecutive time period.

(Omitted text is unaffected by this ordinance)

SECTION 3. The following sections of the Municipal Code of Chicago relating to vehicle lighting and other equipment are hereby amended by deleting the language struck through and inserting the language underscored, as follows:

2-51-050 Commissioner of fleet and facility management – Powers and duties.

(Omitted text is not affected by this ordinance)

v. To ensure that the fleet is maintained in good working order and in accordance with all city, state and federal requirements;

v-1. To develop rules and guidelines regarding the configuration and use of emergency and non-emergency lights and sound equipment on the fleet, consistent with applicable city, state and federal laws, and in consultation with city departments that use fleet vehicles that are so equipped;

(Omitted text is not affected by this ordinance)

9-76-040 Horns and warning devices.

(a) Every motor vehicle when operated upon any roadway shall be equipped with a horn in good working order and capable of emitting sound audible under normal conditions from a distance not less than 200 feet, but no horn or other warning device shall emit an unreasonably loud or harsh sound or a whistle.

(b) No vehicle shall be equipped with nor shall any person use upon a vehicle any siren, whistle or bell, except that this shall not apply to (i) an authorized emergency vehicle as otherwise permitted in the traffic code; (ii) a city-owned or city-leased vehicle equipped with a siren, whistle, air-horn or bell, when such sound equipment is used in accordance with rules or guidelines developed by the city's commissioner of fleet and facility management; and (iii) a vehicle equipped with a siren, whistle or bell as otherwise permitted under the Illinois Vehicle

Code, codified at 625 ILCS 5/1-100, et seq. when such sound equipment is used in accordance with applicable law.

9-80-010 Blue lights and flashing, rotating or oscillating blue beams.

(a) No person shall drive or move any vehicle or equipment upon any street with any device thereon displaying a blue light visible directly in front thereof, ~~except a vehicle owned and operated by a police department~~; or place, maintain, or display upon or in view of any public way a flashing, rotating or oscillating blue beam, except (i) a vehicle owned and operated by a police department; (ii) a city-owned or city-leased vehicle that displays such light in accordance with rules or guidelines developed by the city's commissioner of fleet and facility management; or (iii) a vehicle that displays such light as otherwise permitted under the Illinois Vehicle Code, codified at 625 ILCS 5/1-100, et seq.

(b) The city's commissioner of fleet and facility management may allow, by rule, the use of blue oscillating, rotating or flashing lights in combination with green oscillating, rotating or flashing lights on certain city-owned or city-leased vehicles which are not owned and operated by the department of police.

9-80-020 Red lights and flashing lights.

(a) No person shall drive or move any vehicle or equipment upon any roadway with any lamp or device thereon displaying a red light visible from directly in front thereof.

(b) Flashing lights are prohibited on motor vehicles, except as a means for indicating a right or left turn or an emergency stop.

(c) ~~The provisions of this~~ This section shall not apply to (i) authorized emergency vehicles; (ii) city-owned or city-leased vehicles that display red or flashing lights in accordance with rules or guidelines developed by the city's commissioner of fleet and facility management; or (iii) vehicles that display red or flashing lights as otherwise permitted under the Illinois Vehicle Code, codified at 625 ILCS 5/1-100, et seq.

SECTION 4. Section 10-28-060 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and adding the language underscored, as follows:

10-28-060 A produce stand on the public way pilot program.

(Omitted text is unaffected by this ordinance)

(m) This pilot program shall expire on December 31, ~~2013~~ 2014. Sixty (60) days before the expiration of the pilot program, the commissioner, the commissioner of transportation, the commissioner of housing and economic development, and the commissioner of health shall evaluate the effectiveness of the pilot program and may recommend the continuation of the program with or without changes as may be adopted by ordinance.

SECTION 5. Section 2-156-080 of the Municipal Code of Chicago is hereby amended by adding the language underscored and deleting the language stricken through, as follows:

2-156-080 Conflicts of interest; appearance of impropriety.

(Omitted text is unaffected by this ordinance)

(b)(1) With regard to any matter pending before the city council or any council committee, any Any member of the city council who has any financial interest that is either (1) distinguishable from that of the general public or all aldermen ~~in any matter pending before the city council or any council committee,~~ or (2) from which he or she has derived any income or compensation during the preceding twelve months or from which he or she reasonably expects to derive any income or compensation in the following twelve months shall publicly disclose the nature and extent of such interest on the records of proceedings of the city council, and shall also notify the board of ethics of such interest within 96 hours of delivery by the clerk to the member, of the introduction of any ordinance, resolution, order or other matter in the city council, or as soon thereafter as the member is or should be aware of such potential conflict of interest. The board of ethics shall make such disclosures available for public inspection and copying immediately upon receipt. He or she shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the city council is or should be aware of such potential conflict.

(2) To avoid even an appearance of impropriety, any Any member of the city council who has any business relationship with a person or entity with a matter pending before the city council or any council committee; (1) that creates a financial interest on the part of such member, or the domestic partner or spouse of such member, ~~with a person or entity with a matter pending before the city council or any council committee;~~ or (2) from whom or which he or she has derived any income or compensation during the preceding twelve months or from whom or which he or she reasonably expects to derive any income or compensation in the following twelve months, shall publicly disclose the nature of such business relationship or income or compensation on the records of proceedings of the city council, and shall also notify the board of ethics of such relationship within 96 hours of delivery by the clerk to the member, of the introduction of any ordinance, resolution, order or other matter in the city council, or as soon thereafter as the member is or should be aware of such potential conflict of interest.

(Omitted text is unaffected by this ordinance)

SECTION 6. On December 12, 2012 the City Council passed an ordinance authorizing a Coordinated City Digital Sign System Agreement and associated agreements and municipal code amendments ("the Ordinance"), which appears at pages 44485 through 44642 of the Journal of Proceedings for that date (the "December 2012 Journal"). The Ordinance included, at Pages

44506 through 44510 of the December 2012 Journal, an Exhibit A, which set forth a list of City Digital Sign Sites (“the 2012 List”). The 2012 List is hereby replaced in its entirety with the amended list of City Digital Sign Sites (“the 2013 List”) attached hereto, and incorporated herein, as Exhibit A. The reference in (Sub)Exhibit 1C to the Ordinance to the list of City Digital Sign Sites, appearing at page 44610 of the December 2012 Journal, is hereby deemed to be a reference to the 2013 List.

ARTICLE III SEVERABILITY, REPEALER, EFFECTIVE DATE

SECTION 1. The provisions of this ordinance are declared to be separate and severable. The invalidity of any provision of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 2. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Following passage and approval, this ordinance shall take effect on January 1, 2014.

Exhibit A
City of Chicago Digital Sign Network Sites
November 13, 2013

#	Approximate Addresses	PIN	Rating
1	800 S Desplaines St - Site 1	1716309054	SF: A+ NF: A-
2	W Hubbard & Peoria St	ROW adjacent to 1708259005, 1708260001	NF: A+
3	735 W Harrison	In or around: 1716300013, 1716301019, 1716301020; or adjacent ROW	SF: A+
5	800 S Desplaines St - Site 2	1716313042	SF: A+ NF: A-
6	510 S Canal S/O Eisenhower	In or around: 1716129084, 1716129085, 1716129048, 1716129069; or adjacent to ROW	WF: A+
7	W Harrison & S Desplaines	In or around: 1716124034, 1716124040, 1716125005, 1716125006, 1716126011, 1716126002, 1716126012; or adjacent ROW	WF: A+ EF: A+
8	1802 W Bloomingdale	1431415038, 1431415033	SF: A NF: A+
9	S Union (Emerald) at W 21st Place	ROW adjacent to 1721328023	SF: A+ NF: A+
10	S Union N/O 14th Street	ROW adjacent to 1721114012, 1721115056	SF: A+ NF: A+
11	3019 - 3037 S. Lowe Ave	1728125029, 1728125030, 1728125044	WF: B+ SF: A NF: A+
12	Kennedy 900' S/O W Division	ROW adjacent to 1705306015	SF: A- NF: A

NF: Sign faces north (is viewed by southbound traffic)
SF: Sign faces south (is viewed by northbound traffic)
WF: Sign faces west (is viewed by eastbound traffic)
EF: Sign faces east (is viewed by westbound traffic)

13	Kennedy @ Wabansia Ave	In or around: 1432314025, 1432308004, 1432307022, 1432307031, 1432307027, 1423314024, 1432502001, 1432503002; or adjacent ROW	SF: A+ NF: A+
14	I-94 85' N/O Elston Ave	ROW adjacent to 1310302012	SF: A- NF: A
15	I-90 @ N. Menard Ave	ROW adjacent to 1308216016	NF: A-
16	I-90 @ N. Austin Ave	ROW adjacent to 1308104018	NF: A-
18	S State S/O I-55	1728237010	WF: A
19	4840 W Sunnyside & 4900 W Sunnyside	In or around: 1316222002, 1316222016, 1316222024, 1316222025	SF: A-
20	4639 N Lamon Ave	In or around: 1316215001; or adjacent ROW	NF: A
21	S Wabash at E 24th Place	1727116012	WF: B EF: B+
23	3150 W Harrison	1613129028	WF: B+ EF: B+
24	S Central & W Flournoy	ROW adjacent to 1616300018	EF: A-
25	W Flournoy & S Lavergne	ROW adjacent to 1616400021, 1616400024	WF: B+ EF: A-
26	W Congress & S Hoyne	ROW adjacent to 1718136047	WF: A- EF: B
27	Armitage & Wood St	ROW adjacent to 1431217041	NF: B+ SF: A-
28	S Wentworth 360' N/O W 29th St	ROW adjacent to 1728418033	SF: B+ NF: A-

NF: Sign faces north (is viewed by southbound traffic)

SF: Sign faces south (is viewed by northbound traffic)

WF: Sign faces west (is viewed by eastbound traffic)

EF: Sign faces east (is viewed by westbound traffic)

29	S State N/O E 66th St	ROW adjacent to 2021219041	WF: B+ EF: B+ SF: B+
30	S Robinson N/O S Archer	ROW adjacent to 1731205003	WF: A- EF: A
31	S Green Street at S Archer	In or around: 1729418043 & 1729418042; or adjacent ROW	WF: B EF: B+
32	S Archer W/O S Broad	ROW adjacent to 1729309011	WF: B+ EF: B
33	5101 S Wentworth	2009404118	SF: B+ NF: B+
34	S Doty 2,300' S/O E 115 th	ROW on S Doty	SF: B NF: B
	Alternate Sites		
1	W Cortland St & N Paulina	ROW adjacent to 1431407039	SF: A- NF: A
4	W 24th Place w/o S Wallace	ROW adjacent to 1728118002, 1728112005	SF: A-
6	37 th and LaSalle	In or around: 17335020001, 17334040025 through 1733404046, both inclusive; or adjacent ROW	SF: B+ NF: B+
7	Kennedy Expwy @ N Rockwell St	In or around: 1325403029, 1325403028, 1325501004, 1325404001; or adjacent ROW	SF: A NF: A
8	Kennedy Expwy @ W Division St	In or around: 1705304021, 1705501008, 1705501009, 1705126043, 1705306012; or adjacent ROW	SF: A NF: A
9	Dan Ryan Expwy S/O Cermak @ S Lumber St	In or around: 1728102008, 1728102009, 1728100008, 172810007, 1728100021; or adjacent ROW	SF: A+ NF: A+
10	Eisenhower Expwy @ S Aberdeen St	In or around: 1717231001, 1717224008, 1717223025, 1717229021, 1717229042, 1717240035; or adjacent ROW	WF: A- EF: A-

NF: Sign faces north (is viewed by southbound traffic)

SF: Sign faces south (is viewed by northbound traffic)

WF: Sign faces west (is viewed by eastbound traffic)

EF: Sign faces east (is viewed by westbound traffic)

11	Eisenhower Expwy @ S Leavitt St	In or around: 1718130038, 1718130039, 1718130047, 1718131051, 1718131053, 1718135077; or adjacent ROW	WF: A- EF: A-
12	Stevenson Expwy @ S Senour Ave	In or around: 1729417003, 1729416013, 1729404026, 1729405022, 1729405015; or adjacent ROW	WF: A- EF: A-
		Total Program Points	234

NF: Sign faces north (is viewed by southbound traffic)
 SF: Sign faces south (is viewed by northbound traffic)
 WF: Sign faces west (is viewed by eastbound traffic)
 EF: Sign faces east (is viewed by westbound traffic)



City of Chicago



O2013-8515

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 9-108 of Municipal Code regarding horse-drawn carriage regulations
Committee(s) Assignment:	Committee on License and Consumer Protection



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith an ordinance amending Chapter 9-108 of the Municipal Code regarding horse-drawn carriage regulations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

3

James H. S.

ORDINANCE

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

SECTION 1. Section 9-108-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-010 Definitions.

For the purposes of this chapter, the following definitions shall apply:

(a) "Carriage" means any device in, upon or by which any person is or may be transported or drawn upon a public way, designed to be or capable of being driven by a horse.

(b) "Carriage stand" means that portion of a curb lane designated by the department of transportation for loading and unloading of passengers for horse-drawn vehicles.

(c) "Commissioner" means the commissioner of business affairs and consumer protection of the City of Chicago.

(d) "Department" means the department of business affairs and consumer protection of the City of Chicago.

(e) "Horse" means an animal of the genus equus.

(f) ~~"Initial license period" shall be that period beginning 15 days following the effective date of this ordinance and terminating on the thirty-first day of December.~~

"Horse-drawn carriage licensee" or "licensee" means any person to whom one or more horse-drawn carriage licenses have been issued pursuant to this chapter and rules and regulations adopted thereto.

(g) "Horse-drawn carriage chauffeur" or "chauffeur" means a driver of a horse-drawn carriage licensed pursuant to this chapter and rules and regulations adopted thereto.

(g) ~~"Person" means a natural person, partnership, firm, corporation or other legal entity.~~

(h) "Principal place Place of business in the City of Chicago" means a business office, with a separate telephone number and listing a location where (1) the City may send, and the licensee shall accept, notices of hearing or other notices from the City; and (2) the licensee maintains its business and financial records relating to the license.

(i) ~~"Subsequent license periods" means and shall be all license periods following the initial license period and running from the first day of January following termination of the initial license period through the following thirty-first day of December.~~

- (ji) "Veterinarian" means a practicing veterinarian licensed by State of Illinois.

SECTION 2. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by adding a new section 9-108-015, as follows:

9-108-015 Horse-drawn carriage license – Required.

No person shall operate or allow to be operated a horse-drawn carriage for the transportation of passengers for hire within the city unless such horse-drawn carriage is licensed by the city pursuant to this chapter and rules adopted thereto. The horse-drawn carriage license shall be in addition to any other license or registration required by law. A horse-drawn carriage license is required for each horse-drawn carriage.

SECTION 3. Section 9-108-020 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-020 ~~License required~~ Horse-drawn carriage license – Restrictions.

(a) ~~No person may operate a horse-drawn carriage for compensation, nor may the owner thereof permit such operation upon the public streets in the City of Chicago except in the area described in Section 9-48-020 of the municipal code, nor may a carriage be so operated unless the carriage is licensed as a horse-drawn carriage under the provisions of Sections 7-12-210 and 7-12-220 of the municipal code~~

(b) No carriage may be licensed under this chapter unless it is equipped with wheels.

(eb) No carriage may be licensed under this chapter if it is designed to be drawn by more than one horse, nor may a carriage be operated for compensation while drawn by more than one horse.

(c) In the interests of preserving public safety and avoiding or mitigating traffic congestion, no more than 40 horse-drawn carriage licenses shall be issued.

SECTION 4. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by repealing Section 9-108-030, in its entirety, and replacing it with a new Section 9-108-030, as follows:

9-108-030 Horse-drawn carriage license – Application.

Application for the issuance or renewal of a horse-drawn carriage license shall be made in writing to the department on a form provided by the department and signed and sworn to by the applicant or its authorized agent. Each application shall contain at a minimum:

- (1) If the applicant is an individual:

- (i) The individual's full name, social security number, residence address, business address, business e-mail address and business telephone number; and
 - (ii) Proof that the owner is at least 18 years of age.
- (2) If the applicant is a corporation:
 - (i) The corporate name, business address and telephone number of the applicant;
 - (ii) The date and state of incorporation;
 - (iii) The full names, titles, social security numbers, residence addresses, e-mail addresses and residence telephone numbers of its corporate officers, and of those stockholders who own 25 percent or more of its voting shares, and of its registered agent;
 - (iv) Proof that all corporate officers are at least 18 years of age; and
 - (v) Proof that the corporation is in good standing under the laws of the State of Illinois.
- (3) If the applicant is a partnership or limited liability company:
 - (i) The name, business address or principal office address and telephone number of the applicant;
 - (ii) The full names, social security numbers, residence addresses, e-mail addresses and residence telephone numbers of the three members who own the highest percentage interests in such partnership or limited liability company and of any other member who owns a 25 percent or more interest therein;
 - (iii) The full name, address, e-mail address and telephone number of a person authorized to receive notices issued pursuant to this chapter; and
 - (iv) Proof that all persons, partners, managers, managing members and members, as applicable, are at least 18 years of age.

SECTION 5. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by adding a new section 9-108-035, as follows:

9-108-035 Horse-drawn carriage – Qualifications for license.

- (a) In order to qualify for the issuance or renewal of a horse-drawn carriage license an applicant:

- (1) shall be in compliance with all laws pertinent to the issuance or renewal of a horse-drawn carriage license under this chapter;
- (2) must demonstrate that the applicant will have at least one horse licensed under Chapter 7-12 of this Code available for each carriage license applied for and must submit a copy of the license for each horse or a copy of the license application as part of the application; and
- (3) shall have its principal place of business in the City of Chicago:
 - (i) with respect to any corporate applicant, the corporation shall be organized under the laws of the State of Illinois or qualified to do business in the State of Illinois and have its principal place of business in the City of Chicago; or
 - (ii) with respect to a partnership applicant, the partnership shall have its principal place of business in the City of Chicago; or
 - (iii) with respect to any applicant other than a corporation or partnership, the applicant shall be a citizen or legal resident of the United States residing and domiciled in the City of Chicago.

(b) In determining whether an applicant is qualified for a license, or the renewal thereof, the commissioner shall take into consideration:

- (1) The character and reputation of the applicant or its members, officers or directors, including, if applicable, the disciplinary record of the applicant in the operation of his horse-drawn carriage and the disciplinary record of the applicant, or of any officer or director of a corporate applicant, as a city licensee;
- (2) The applicant's financial ability to render lawful, safe, suitable and comfortable service and to maintain or replace the equipment for such service;
- (3) The applicant's ability to maintain mandated insurance, including, but not limited to, liability insurance and worker's compensation insurance for the payment of personal injury, death, property damage, or other insurable claims; and
- (4) The applicant's financial ability to pay all judgments and awards which may be rendered for any cause arising out of the operation of a horse-drawn carriage.

(c) No applicant is eligible for a horse-drawn carriage license if any horse-drawn carriage license held by the applicant, or held by any officer or director of a corporate applicant or partner in a partnership applicant, has within the previous five years was revoked, or if the applicant, or any officer or director of a corporate applicant or partner in a partnership applicant,

within the five years immediately preceding the date of his application, has been either convicted, or in custody, under parole or under any other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any felony as defined by Article 2 of the Illinois Criminal Code of 2012, codified at 720 ILCS 5/2-0.5 et seq., or its equivalent under federal or other jurisdictional law.

SECTION 6. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by repealing Section 9-108-040, in its entirety, and replacing it with a new Section 9-108-040, as follows:

9-108-040 Horse-drawn carriage license – Investigation and issuance of license.

(a) Upon receipt of an application for the issuance or renewal of a license, the commissioner may investigate the applicant for compliance with the provisions of this Code pertinent to the issuance or renewal of a horse-drawn carriage license.

(b) Every applicant shall be required to submit to fingerprinting and shall provide photos of the applicant as required by the commissioner. Applicants shall be responsible for the costs of fingerprinting and photos.

(c) As part of the application process, fees sufficient to cover the costs of processing fingerprints and photos shall be assessed in addition to the license fees set forth in this chapter. The fingerprinting and photo fees shall be assessed regardless of whether the license applied for is issued or denied. The amount of the fees shall be set forth by rules and regulations promulgated by the commissioner.

(d) The licensee shall provide a horse-drawn carriage that is in safe and proper condition at the time the license is issued; and shall register the horse-drawn carriage in the applicant's name or, in the case of a leased vehicle, shall provide a copy of the lease, in a form acceptable to the commissioner, that must cover at least the duration of the license for that vehicle and must include an acknowledgment by the lessor of the vehicle that he has given his consent for the vehicle to be used as a horse-drawn carriage as licensed.

SECTION 7. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-108-045, as follows:

9-108-045 Horse-drawn carriage license – Application Denial.

(a) The commissioner may refuse to renew or issue a license if the applicant fails to qualify for the license under any applicable law. In the event that the commissioner determines that the applicant does not qualify, the commissioner shall deny the application and shall notify the applicant of the denial and the reason therefor by a registered mail within 30 days of the denial.

(b) If the application for a license issuance or renewal is denied, the applicant may, within ten days of the mailing of notice of the denial, make written demand upon the

commissioner for a hearing. Upon receipt of a timely written demand for a hearing, the commissioner shall within 30 days conduct a hearing. If at such a hearing the applicant establishes through competent evidence that the denial was based upon incorrect findings, the commissioner shall issue the license. If upon such a hearing the denial is found to have been based upon correct findings, the denial shall become final. After entry of a final denial the applicant shall be ineligible to make a new application for eighteen months.

(c) In the event that a license is not renewed by the commissioner or if a licensee chooses not to apply for renewal, the license shall be deemed surrendered. The commissioner may issue all such available licenses to qualified applicants.

SECTION 8. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by repealing Section 9-108-050, in its entirety, and replacing it with a new Section 9-108-050, as follows:

9-108-050 Horse-drawn carriage license – Fee and term.

(a) The fee for the issuance or renewal of a horse-drawn carriage license shall be \$500.00 for each license. The license fees shall be paid in advance when the license is issued or renewed.

(b) Except for the initial license period, a horse-drawn carriage license shall be issued or renewed for a one-year period starting on December 1. The initial horse-drawn carriage license period shall be from the date of issuance to the following November 30.

(c) Nothing in this section shall affect the rights of the city to impose or collect any other applicable tax upon the use or operation of a horse-drawn carriage, or any tax or fee imposed upon the ownership or use of the animal drawing the carriage, in addition to the license fee.

(d) All horse-drawn carriage licenses shall expire on the date noted on the license unless renewed as provided by rules and regulations promulgated by the commissioner.

(e) A horse-drawn carriage license is non-transferable.

SECTION 9. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by repealing Section 9-108-060, in its entirety, and replacing it with a new Section 9-108-060, as follows:

9-108-060 Horse-drawn carriage license- Rescission.

The commissioner is authorized to rescind any horse-drawn carriage license erroneously or illegally issued, transferred or renewed pursuant to this chapter. In order for such a rescission to be effective, the commissioner must notify the licensee of the date the rescission will take effect. The notice shall be given by a certified mail or in-person notification. The commissioner must indicate in such notice the basis for the rescission and must also indicate a date and time, prior to the proposed rescission date, upon which the licensee may appear before the

commissioner to contest the proposed rescission. The licensee shall also be informed that he shall be entitled to present to the commissioner any document, including affidavits, related to the proposed rescission. Following the appearance of the licensee before the commissioner, the commissioner may affirm or reverse his rescission decision based upon the evidence presented by the licensee. The commissioner's decision shall be in writing and shall be mailed to the licensee at least five days before a license rescission is effective. A licensee may appeal the commissioner's decision to any court of competent jurisdiction.

SECTION 10. Section 9-108-070 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-070 Horse-drawn carriage license License plate or decal – Replacement and fee – Fee.

The commissioner shall deliver with each horse-drawn carriage license a metal plate of such size and material as the commissioner shall determine which shall bear the words: "City of Chicago"; and the license number of the carriage and the year of issuance impressed thereon in letters and figures. Said plate must be affixed to the back side of the carriage in a conspicuous manner. In addition, each horse-drawn carriage licensee shall be issued a decal with an identification number established by the commissioner. The decal pertaining to the horse-drawn carriage must be affixed to the outside of the carriage on the driver's side, in a conspicuous manner. If a metal plate or decal is lost, stolen or damaged so as to require replacement, the licensee shall make application to the commissioner for a duplicate plate or decal, ~~under oath, on such forms and giving such information as the commissioner shall require~~ provided by the commissioner. In the case of a damaged plate or decal, the licensee shall return such plate or decal with such application. Upon receipt of an application and the payment of a replacement fee of ~~\$40.00~~ \$50.00 for a duplicate metal plate or \$25.00 for a duplicate decal, the commissioner shall issue a duplicate metal plate or decal to the licensee.

SECTION 11. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by repealing Section 9-108-080, in its entirety, and replacing it with a new Section 9-108-080, as follows:

9-108-080 Insurance – Required.

(a) Every licensee must comply with all insurance requirements mandated by applicable federal, State of Illinois, and city laws.

(b) Each applicant for the issuance or renewal of a horse-drawn carriage license shall provide proof that the owner has public liability and property damage insurance, issued by an insurer authorized to insure in Illinois, to secure payment by the owner of any final judgment or settlement of any claim against the owner, operators, employees, or lessees of the owner's horse-drawn carriage business resulting from any occurrence arising out of or caused by the operation or use of any of the owner's horse-drawn carriage(s). Every insurance policy or contract for such insurance shall name the city as an additional insured.

(c) Such insurance policy shall provide at least the following minimum coverage for each horse-drawn carriage: \$50,000.00 for property damage; \$100,000.00 for injuries to or death of any one person; and \$300,000.00 for injuries to or death of more than one person in any one accident with a maximum of \$100,000.00 payable to any one person. In addition, worker's compensation coverage must be provided as required by state law.

(d) Any insurance policy required by this section shall be in a form satisfactory to the commissioner and must provide that the policy shall not be cancelled and the amount of coverage shall not be changed unless 60 days' prior written notice is given to the commissioner.

(e) A licensee's failure to comply with this section may result in the revocation or suspension of his horse-drawn carriage license.

SECTION 12. Section 9-108-090 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-090 Regulations.

(a) No horse-drawn carriage may carry more than seven passengers at one time, including the ~~driver chauffeur~~, provided, however, no horse-drawn carriage shall carry more passengers than the maximum number of passengers the carriage is designed to carry by the manufacturer.

(b) No horse-drawn carriage may display advertising on its exterior or interior of the carriage or on the horse.

(c) Each horse-drawn carriage must prominently display the rate or other charge to be made for its service in the manner prescribed by the commissioner by rule. It shall be unlawful to make any charge not so displayed. Each horse-drawn carriage must prominently display any other placards or postings as required by the commissioner by rules and regulations.

(d) No person may sit in the ~~driver's~~ chauffeur's compartment or area except the ~~driver chauffeur~~.

(e) No horse-drawn carriage shall be drawn by a horse when, ~~the National Weather Service has determined that at O'Hare International Airport~~ as determined pursuant to rules adopted by the commissioner, at Northerly Island, Chicago, Illinois: (1) the actual air temperature is 90°F or greater, or 15°F or below; or (2) the wind chill factor is 0°F or below.

(f) Any licensee or chauffeur must comply with this chapter and rules adopted thereto, and the applicable provisions of this Code, including those in Chapters 7-12 and 9-48, in operating or allowing the operation of a horse-drawn carriage in the city.

SECTION 13. Section 9-108-100 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-100 Commissioner powers and duties – Inspection.

(a) The commissioner may cause any horse-drawn carriage to be inspected by the department as often as the commissioner shall determine to ensure the safety of the passengers and the public. If any horse-drawn carriage shall become unsafe for operation or if its body or seating facilities shall be so damaged, deteriorated or unclean as to render said horse-drawn carriage unfit for the public use, the license therefor shall be suspended by the commissioner until the horse-drawn carriage shall be made safe for operation and its body shall be repaired and painted and its seating facilities shall be reconditioned or replaced as directed by the commissioner. In determining whether any horse-drawn carriage is unfit for public use, the commissioner shall give consideration to its effect on the health, comfort and convenience of passengers and its public appearance on the streets of the ~~City of Chicago~~ city. Upon suspension of a license for any cause, under the provisions of this chapter, the metal plate shall be removed by the commissioner from the horse-drawn carriage. If the suspension is terminated, the commissioner shall reaffix the metal plate, upon payment to the city of a fee of ~~\$10.00~~ \$25.00. The commissioner shall notify the department of police of every suspension and termination of suspension.

(Omitted text is not affected by this ordinance)

SECTION 14. Section 9-108-130 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-130 Information to be displayed.

(a) All horse-drawn carriages shall prominently display the name of the horse-drawn carriage licensee and license number on the rear of each carriage in a manner prescribed by the commissioner by rule.

(b) All horse-drawn carriages shall prominently display, in a manner prescribed by the commissioner in rules and regulations, information which clearly and conspicuously states that the ~~Chicago Municipal~~ Code prohibits any horse-drawn carriage to be drawn by a horse when, ~~the National Weather Service has determined that at O'Hare International Airport~~ as determined pursuant to rules adopted by the commissioner, at Northerly Island, Chicago, Illinois; (1) the actual air temperature is 90°F or greater, or 15°F or below; or (2) the wind chill factor is 0°F or below; and any violation of the temperature restrictions may be reported to 311.

SECTION 15. Section 9-108-140 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-140 Horse-drawn carriage driver chauffeur license required.

It is unlawful for any person to drive a horse-drawn carriage on any public way for the transportation of passengers for hire from place to place within the ~~City of Chicago~~ city without first having obtained a license as a horse-drawn carriage driver chauffeur.

SECTION 16. Section 9-108-150 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-150 Horse-drawn carriage driver chauffeur license – Application – Qualifications – Fee.

(a) Applications for horse-drawn carriage driver chauffeur licenses shall be made in writing to the commissioner upon forms provided ~~therefor~~ by the commissioner. Applications shall state the full name and residential address of the applicant and such other information as may be required by the commissioner to properly identify the applicant and to disclose any relevant information as to the applicant's qualifications, age, physical condition and criminal record.

(b) ~~An person applicant~~ is qualified to receive a new or renewed horse-drawn carriage driver chauffeur license, if the applicant:

1. ~~Who possesses~~ has possessed a valid, ~~current~~ Illinois State driver's license, or a valid driver's license of another state, district or territory of the United States, for at least one year prior to application for the issuance or renewal of a horse-drawn carriage chauffeur license;

2. ~~Who~~ is at least 18 years of age;

3. ~~Who~~ is able to speak, read and write the English language;

4. ~~Who is not subject to epilepsy, vertigo, heart disease, defective vision or other infirmity of body or mind which may substantially impair the ability to operate a public vehicle, and is not addicted to the use of drugs or intoxicating liquors~~ has been certified by an Illinois-licensed physician that he has the capability to operate a public passenger vehicle;

5. ~~Who shall~~ has successfully completed an examination as prescribed by the commissioner demonstrating a knowledge of the geography of the city and the laws, ordinances and regulations governing vehicle operation in the city; and

6. ~~Who has not, within the five years immediately preceding his or her application, been either convicted, in custody, under parole or under any other noncustodial supervision relating from a conviction in a court of any jurisdiction for the commission of any forcible felony as defined by Article 2 of the Illinois Criminal Code of 1961, indecent liberties with a child or operating a vehicle while under the influence of alcohol or narcotic drugs~~ has not, within the five years immediately preceding his application, been either found guilty by a court of any jurisdiction, in custody, on parole, or under any other non-custodial supervision resulting from a finding or determination of guilt by a court of any jurisdiction for (a) the commission of any felony as defined by Article 2 of the Illinois Criminal Code of 2012, codified at 720 ILCS 5/2-0.5 et seq., (b) any crime involving moral turpitude, (c) for the illegal sale or possession of any controlled substance, (d) indecent solicitation of a child or any criminal sexual abuse or similar crime, or (e) operating a motor vehicle while under the influence of alcohol;

7. ~~Who~~ delivers to the commissioner a ~~certification~~ certified letter or document by a horse-drawn carriage licensee that such person is qualified to operate a carriage;

8. is not indebted to the city.

(c) The qualifications of each applicant as specified in paragraph (b) of this section shall be investigated by the department of ~~business affairs and consumer protection~~ and a report of such investigation containing any facts relevant to the applicant's qualifications shall be forwarded to the commissioner. The fingerprints of each applicant shall be submitted to the superintendent of police for examination into the criminal record, if any, of the applicant.

(d) ~~Pending the investigation provided in paragraph (c) of this section, the commissioner may issue a temporary permit authorizing an applicant to drive a horse drawn carriage for the period of time specified in the temporary permit. If the investigation is not completed at the expiration of the period specified in the temporary permit the commissioner may, in his discretion, extend the period of temporary authorization until such time as in the opinion of the commissioner the examination can be completed, except that the commissioner may not issue a temporary permit or any extension thereof for a period which exceeds 60 days from the original date of issuance~~ As part of the application process, fees sufficient to cover the costs of processing fingerprints and photos shall be assessed in addition to the license fees set forth in this chapter. The fingerprinting and photo fees shall be assessed regardless of whether the license applied for is issued or denied. The amount of the fees shall be set forth by rules and regulations promulgated by the commissioner.

(e) If upon examination of the applicant's application and the investigation specified in paragraph (c) of this section and the commissioner finds that the application included no material omission or misstatement of facts requested by the application form and that the applicant possesses the qualifications specified in paragraph (b) of this section, the commissioner shall issue the license. If upon such examination of the applicant's application and the investigation specified in paragraph (c) of this section the commissioner finds that the application includes any material omission or misstatement of fact or that the applicant lacks any of the qualifications specified in paragraph (b) of this section, the commissioner shall deny the license and shall inform the applicant of the denial and the specific reason or reasons therefor by registered mail, return receipt requested.

(f) If an application is denied the applicant may within ten days of the mailing of notice of the denial, make written demand upon the commissioner for a hearing. Upon receipt of a timely written demand for a hearing, the commissioner shall within 30 days conduct a hearing. If upon such a hearing the applicant establishes through competent evidence that the denial was based upon incorrect findings, the commissioner shall issue the license. If upon such a hearing the denial is found to have been based upon correct findings, the denial shall become final. After entry of a final denial the applicant shall be ineligible to make a new application for a period of ~~six~~ eighteen months.

(g) Upon qualification of the applicant and payment of the license fee herein provided, a horse-drawn carriage driver's chauffeur's license identification card shall be issued in such form as to contain the photograph, ~~and signature of the driver and a blank space upon which a record may be made of any arrest or serious complaint against him~~ name of licensee, and any other information the commissioner deems necessary. No such ~~record~~ license identification card shall be defaced, erased or otherwise obliterated by the driver chauffeur or permitted by him to be defaced, erased or obliterated.

(h) The fee for the issuance or renewal of a horse-drawn carriage driver's chauffeur's license ~~or renewal thereof~~ shall be \$25.00 per year.

(i) The commissioner may renew a horse-drawn carriage driver's chauffeur's license from year to year upon application made upon a form furnished by the commissioner ~~which shall state the full name and Chicago address of the applicant, the date upon which the original license was granted and the number thereof~~.

SECTION 17. Section 9-108-160 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-160 Requirements for operation – Possession of weapon prohibited.

(a) Every driver chauffeur shall insert his license identification card ~~and photograph in a frame provided therefor by the licensee as an exhibit for view by passengers upon taking possession of a horse-drawn carriage for operation in transportation of passengers for hire.~~

(b) No driver chauffeur ~~may~~ shall have any deadly weapon in his possession or in or about the driver's compartment of a horse-drawn carriage while in charge of such carriage.

(c) Each driver chauffeur must have his ~~or her~~ valid, ~~current Illinois State~~ driver's license in his ~~or her~~ possession while operating a carriage.

SECTION 18. Section 9-108-170 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-170 Change of information – Notification required.

Each licensee ~~hereunder~~ shall notify the commissioner in writing of any change of information previously supplied to the commissioner by the licensee within 72 hours of the change.

SECTION 19. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by repealing Section 9-108-180, in its entirety, and replacing it with a new Section 9-108-180, as follows:

9-108-180 License suspension or revocation.

(a) The commissioner may seek all applicable penalties, including but not limited to fines, license suspension or license revocation, in addition to restitution or other equitable relief against any person who violates this chapter or any rules or regulations adopted pursuant to this chapter.

(b) The commissioner shall promulgate rules and regulations regarding the duration of suspension and the amounts of fines to be imposed, and the types of equitable relief to be ordered, for specific violations or license types. Before any suspension or revocation or fine is imposed, or equitable relief is ordered, the person shall be notified of the specific charges against him and of his right to a hearing in accordance with Chapter 2-14 of the Code.

(c) Upon suspension or revocation of a license or imposition of any fine under this chapter and rules adopted thereto, the commissioner shall remove the license metal plate, license decal or license identification card from the horse-drawn carriage. The commissioner shall notify the department of police of every suspension or revocation and of the termination of any suspension. The department shall charge the licensee or chauffeur, as applicable, for the costs to replace the license metal plate, license decal, or license identification card upon payment of fines or termination of suspension. These costs shall be set by the commissioner's rules.

(d) If the commissioner has information provided by a law enforcement agency or any court of law that a licensee or chauffeur has been charged with the commission of a felony, as defined in Article 2 of the Illinois Criminal Code of 2012, codified at 720 ILCS 5/2-0.5 et seq., arising in connection with the provision of horse-drawn carriage services, the commissioner shall immediately suspend all licenses of the licensee or chauffeur until final adjudication is made with respect to such charges.

SECTION 20. Section 9-108-190 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-108-190 Licenses not required when.

No horse-drawn carriage license shall be required of a person ~~who has obtained participating in a parade or athletic event pursuant to a permit issued under Sections 10-8-330 or 10-8-332 of this municipal code~~ Code, ~~while operating under such permit~~, nor shall the driver of a carriage operating under such permit be required to obtain a horse-drawn carriage ~~driver's~~ chauffeur's license.

SECTION 21. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by repealing Section 9-108-200, in its entirety, and replacing it with a new Section 9-108-200, as follows:

9-108-200 Rules and regulations promulgation.

The commissioner is authorized to adopt rules and regulations for the proper administration and enforcement of this chapter.

Any fee imposed pursuant to rules authorized by this section shall be reasonably related to the city's cost of administration, and shall be effective, or amended, after a 10-day notice and comment period.

SECTION 22. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by repealing Section 9-108-240, in its entirety, and replacing it with a new Section 9-108-240, as follows:

9-108-240 Violation – Penalty.

If any person violates this chapter or any rule or regulation promulgated hereunder, such person shall be subject to a fine of not less than \$100.00 and not more than \$1,000.00 for each such violation. Each day a violation continues shall be deemed a separate and distinct offense.

In addition to fines, penalties for any violation of this chapter may include license suspension, rescission or revocation.

SECTION 23. Section 9-108-250 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-108-250 Payment of fines.

If a fine is imposed on a licensee or chauffeur for violation of this chapter or any rule or regulation promulgated hereunder, the licensee shall not operate or drive a horse-drawn carriage until the fine is completely paid.

SECTION 24. Section 22 of this ordinance shall take effect 10 days after passage and publication. The remainder of this ordinance shall take effect upon passage and approval.



City of Chicago



O2013-8566

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Titles 2 and 5 of Municipal Code regarding fines, damages and frivolous complaints
Committee(s) Assignment:	Committee on Human Relations

ORDINANCE

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

SECTION 1. Section 2-120-510 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-120-510 Powers and duties.

The commission shall have the following powers and duties, in addition to those assigned by other provisions of the Municipal Code:

(Omitted text is unaffected by this ordinance)

- (e) to initiate, receive and investigate complaints of alleged violations of Chapters 2-160 and 5-8 of the Municipal Code. A complaint must be filed no later than 180 days after the alleged violation. The person against whom a complaint is made shall be given a copy thereof within 10 days after it is filed, and shall be allowed to be present and offer a defense at any hearing thereon. Any person who files a complaint or against whom a complaint is made may be represented by counsel at any stage of conciliation, investigation or hearing on the complaint. The filing of a complaint pursuant to this section does not bar any person from seeking any other remedy that may be provided by law, except that in certain instances one or more intergovernmental agreements may specify before which governmental agency or court a person may pursue his or her complaint. If the commission concludes, based on objective facts, that a complaint filed pursuant to this section is clearly frivolous, clearly vexatious, or brought primarily for purposes of harassment, the commission is authorized to impose a fine on the complainant of not less than \$250.00 and up to \$1,000.00 for each such filing;

(Omitted text is unaffected by this ordinance)

- (l) to render a decision upon the conclusion of a hearing, or upon receipt of a hearing officer's recommendation at the conclusion of a hearing, including findings of fact relating to the complaint, and to order such relief as may be appropriate under the circumstances determined in the hearing. Relief may include but is not limited to an order: to cease the illegal conduct complained of; to pay actual damages, as reasonably determined by the Commission, for injury or loss suffered by the complainant; to pay appropriate punitive damages when the respondent acted with actual malice, willfully, or with such gross negligence as to indicate a wanton disregard of the complainant's rights, as reasonably determined by the Commission; to hire, reinstate or upgrade the complainant with or without back pay or provide such fringe benefits as the complainant may have been denied; to admit the complainant to a public accommodation; to

extend to the complainant the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of the respondent; to pay to the complainant all or a portion of the costs, including reasonable attorney fees, expert witness fees, witness fees and duplicating costs, incurred in pursuing the complaint before the commission or at any stage of judicial review; to take such action as may be necessary to make the individual complainant whole, including, but not limited to, awards of interest on the complainant's actual damages and backpay from the date of the civil rights violation. These remedies shall be cumulative, and in addition to any fines imposed for violation of provisions of Chapters 2-160 and 5-8. If the hearing was conducted by a member of the commission or by a hearing officer, the member or hearing officer shall submit written recommendations to the commission, including recommended findings of fact and recommended relief. The commission may adopt, reject or modify the recommendations, in whole or in part, or may remand for additional hearing on some or all of the issues presented. The commission shall adopt the findings of fact recommended by a hearing officer or commission member if the recommended findings are not contrary to the evidence presented at the hearing. Decisions of the commission shall be in writing, and must be approved by a majority of the quorum of the commission. Decisions of the commission shall be subject to review in accordance with applicable law;

(Omitted text is unaffected by this ordinance)

SECTION 2. Sections 2-160-120 and 5-8-130 of the Municipal Code of Chicago are hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-160-120 Violation – Penalty.

Unless another fine or penalty is specifically provided in this Code, ~~Any~~ any person who violates any provision of this ordinance as determined by this commission shall be fined not less than \$100.00 and not more than ~~\$500~~ \$1,000.00 for each offense. Every day that a violation shall continue shall constitute a separate and distinct offense.

5-8-130 Violation – Penalty.

Any owner, lessee, sublessee, assignee, managing agent, condominium association board of managers, governing body of cooperative, or other person, firm, corporation, or real estate broker, who shall violate or fail to comply with any of the provisions of this ordinance, as determined by this commission, shall be punished by a fine in any sum not exceeding ~~\$500.00~~ \$1,000.00. Nothing herein contained shall be construed so as to preclude any aggrieved person from pursuing such other and further legal and equitable relief to which he may be entitled.

SECTION 3. This ordinance shall be in full force and effect ten days after its passage and publication.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

At the request of the Chairman of the Commission on Human Relations, I transmit herewith an ordinance amending Chapter 2-120 and Chapter 2-160 of the Municipal Code regarding fines, damages and frivolous complaints.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-125

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Neer S. Patel and Jeannine M. Simkus as members of Special Service Area No. 35, Lincoln Avenue Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

I have reappointed Neer S. Patel and Jeannine M. Simkus as members of Special Service Area No. 35, the Lincoln Avenue Commission, for terms effective immediately and expiring July 26, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,


Mayor



City of Chicago



O2013-8444

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment No. 4 to Michigan/Cermak Tax Increment Financing (TIF) redevelopment project and plan
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to the Michigan/Cermak TIF Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, pursuant to ordinances adopted on September 13, 1989, in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Michigan/Cermak Road Corridor Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" (the "Designation Ordinance"); and (iii) adopted tax increment allocation financing for the Area (the "TIF Adoption Ordinance"); and

WHEREAS, pursuant to ordinances adopted on March 21, 1990 and May 12, 1999, the Corporate Authorities amended the Original Plan to exclude certain parcels from the Area, correct scrivener's errors in the legal description and add porting language (the Original Plan, as amended, is referred to hereafter as the "Plan"; the Original Plan Ordinance, as amended, is referred to hereafter as the "Plan Ordinance"); (the Plan Ordinance, the Designation Ordinance and the TIF Adoption Ordinance are collectively referred to in this ordinance as the "TIF Ordinances"); and

WHEREAS, the Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be September 1, 2012, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478 (the "1999 Amendatory Act"), which became effective November 1, 1999, amended the Act, among other things, to (i) change the dates set forth in Section 11-74.4-3(n)(3) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted, and (ii) provide that a municipality may amend an existing redevelopment plan to conform such redevelopment plan to Section 11-74.4-3(n)(3) of the Act, as amended by the 1999 Amendatory Act, by an ordinance adopted without further hearing or notice and without complying with the procedures provided in the Act pertaining to an amendment to or the initial approval of a redevelopment plan and project and designation of a redevelopment project area; and

WHEREAS, pursuant to an ordinance adopted on October 6, 2010, the Corporate Authorities amended the Plan further to conform the Plan to Section 11-74.4-3(n)(3) of the Act, as amended by the 1999 Amendatory Act, in accordance with the procedures set forth in amended Section 11-74.4-3(n)(3); and

WHEREAS, Public Act 98-0109 (the "2013 Amendatory Act"), which became effective July 25, 2013, amended the Act, among other things, to change Section 11-74.4-3.5 of the Act to

provide that the date by which redevelopment projects in the Area must be completed and obligations issued to finance redevelopment project costs (including refunding bonds under Section 11-74.4-7 of the Act) must be retired to be no later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving the redevelopment project area was adopted; and

WHEREAS, the Corporate Authorities desire to amend the Plan further to conform the Plan to Section 11-74.4-3.5 of the Act, as amended by the 2013 Amendatory Act, in accordance with the procedures set forth in amended Section 11-74.4-3(n)(3); and

WHEREAS, the Corporate Authorities further have determined that an amendment to the Plan, entitled "Michigan/Cermak Tax Increment Financing Redevelopment Project and Plan Amendment No. 4," a copy of which is attached hereto as Exhibit A ("Plan Amendment No. 4") is necessary to amend the total estimated redevelopment project costs, to extend the life of the Area, identify current properties for acquisition, and to make other minor changes to update the Plan to reflect the City's current policies; and

WHEREAS, a Public Meeting was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on July 25, 2013 at 6:00 p.m. at 1st District Police Station Community Room, 1718 S. State Street, Chicago, Illinois; and

WHEREAS, Plan Amendment No. 4 was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since August 2, 2013, being a date not less than 10 days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 13-CDC-28 on August 13, 2013 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Housing and Economic Development; and

WHEREAS, pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of Plan Amendment No. 4 was sent by mail on August 19, 2013, which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC-28 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to (i) all taxing districts having property within the Area and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on August 16, 2013, and (ii) to taxpayers within the Area by publication in the Chicago Sun-Times on September 11, 2013 and September 18, 2013, and by certified mail on August 16, 2013; and

WHEREAS, a meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on September 6, 2013 at 9:00 a.m., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of Plan Amendment No. 4 and other matters, if any, properly before it; and

WHEREAS, pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of Plan Amendment No. 4 on October 8, 2013; and

WHEREAS, the Commission has forwarded to the City Council a copy of its Resolution 13-CDC-35 attached hereto as Exhibit B, adopted on October 8, 2013, recommending to the City Council approval of Plan Amendment No. 4, among other related matters; and

WHEREAS, the Corporate Authorities have reviewed Plan Amendment No. 4, testimony from the Public Meeting and the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

SECTION 2. Approval of Amendment to Plan. Plan Amendment No. 4 is hereby approved. Except as amended hereby, the Plan shall remain in full force and effect.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Plan Amendment No. 4, conform to the provisions of Section 11-74.4-3.5 of the Act, as amended by the 2013 Amendatory Act.

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

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

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

EXHIBIT A
Plan Amendment No. 4

MICHIGAN/CERMAK TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN

Adopted Plan:	September 13, 1989
Amendment No. 1:	March 21, 1990
Amendment No. 2:	May 12, 1999
Amendment No. 3:	October 6, 2010

Amendment No. 4 August 2, 2013

**City of Chicago
Rahm Emanuel, Mayor**

Department of Housing and Economic Development
Andrew J. Mooney, Commissioner

Prepared by:
Johnson Research Group Inc.
343 South Dearborn Street, Suite 404
Chicago, Illinois 60604

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NOTE: Sections that have been changed or inserted new are shown in italics

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EXECUTIVE SUMMARY

The Illinois General Assembly passed the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "**Act**") to address the growing number of blighted areas in many Illinois municipalities. The blighting of communities impairs the value of private investment and threatens the growth of the community's tax base. The Act declares that in order to promote the public health, safety, morals, and welfare, blighting conditions must be eliminated.

Therefore, to induce redevelopment pursuant to the Act, the Chicago City Council adopted three ordinances on September 13, 1989 approving the Michigan/Cermak Increment Financing Redevelopment Project and Plan (the "**Original Plan**"); designating the Michigan/Cermak Project Area (the "**Original Redevelopment Project Area**"); and adopting tax increment financing for the Original Redevelopment Project Area. On March 21, 1990, the City adopted an ordinance amending the Original Plan to exclude certain parcels that were unnecessary to the implementation of the plan and to correct certain scrivener's errors in the legal description for the Original Redevelopment Project Area ("**Amendment No. 1**"). On May 12, 1999, the City Council adopted an ordinance to incorporate "portability" language as included in the Act, and to correct certain scrivener's errors in the legal description of the Original Redevelopment Project Area ("**Amendment No. 2**"). On October 6, 2010, the City Council adopted an ordinance amending the Original Plan to allow for a 24th year thereby extending the Original Redevelopment Project Area to December 31, 2013, ("**Amendment No. 3**").

In May of 2013 the Johnson Research Group, Inc. ("**JRG**") was retained by the City of Chicago to further amend the Original Plan to extend the life of the Original Redevelopment Project Area, amend the redevelopment project estimated project costs, bring the Original Plan up to current City ordinance and policy standards, and identify property for acquisition. The changes to the Original Plan are presented Section by Section and follow the format of the Original Plan. Changes are prefaced in italics with the appropriate replaced text below in this document entitled the Michigan/Cermak TIF Redevelopment Project and Plan - Amendment No. 4 ("**Amendment No. 4**").

The City hereby certifies that there will not be displacement of 10 or more inhabited units as a result of the Original Plan. As such, a housing impact study is not required as part of Amendment No. 4.

This Amendment No. 4 report summarizes the changes to the Original Plan that will allow for the term of the Original Redevelopment Project Area to be extended an additional 12 years for a completion date of December 31, 2025. The changes in the document also include updating and amending the Estimated Redevelopment Project Costs and land use plan. Unless otherwise noted, the content of this report is the responsibility of JRG.

I. INTRODUCTION AND BACKGROUND

No changes.

II. REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

No changes.

III. BLIGHTED AREA CONDITIONS EXISTING IN THE REDEVELOPMENT PROJECT AREA

No changes.

IV. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

*The Section IV. **Specific Goals of the Redevelopment Plan** section should include the following language at the end:*

- 8) Implement and expand improvements and enhancements related to transit, traffic flow, and pedestrian movement including multi-modal transportation linkages and facilities, expanded pedestrian routes and amenities, and enhanced vehicular traffic and circulation operational improvements.

V. REDEVELOPMENT PROJECT

A. Redevelopment Plan and Project Objectives

Section V.A is amended by deleting Section V.A, including the header and replacing it with the following:

A. Redevelopment Plan and Project Goals and Objectives

This section presents the Redevelopment Project anticipated to be undertaken by the City and by other public and private entities on behalf of the City in furtherance of this Redevelopment Plan. The Redevelopment Project, as outlined in this section conforms to the plans and policies in place within the Project Area including the Chicago Zoning Ordinance and the *Near South Community Plan (December 2003)*.

B. General Land-Use Plan

Section V.B is amended by adding the following text before the first sentence of paragraph two:

The types of land uses as shown in Exhibit 4 "Proposed Land Use Map" are consistent with the overall planning efforts of the City as of the date of Amendment No. 4 to this Redevelopment Plan and may be modified from time to time with the appropriate approvals from the City. As long as any proposed land use is consistent with the intent and approval of the City, as may change from

time to time, the City may enter into a Redevelopment Agreement that contemplates TIF Assistance without another amendment to this Redevelopment Plan.

Section V.B is further amended by adding the following text after the last paragraph:

Commercial - this designation applies to the Project Area from Prairie Avenue to State Street and includes the northern edge of the historic Motor Row Historic District. A variety of commercial uses including but not limited to retail, entertainment, cultural, commercial events centers, and other active ground floor uses are encouraged along Cermak Road and Michigan Avenue with complementary commercial and retail uses on secondary streets.

The area should encourage entertainment and recreational uses and activities, creating a synergy between the McCormick Place campus, the Motor Row entertainment district, and the retail and dining establishments within the Chinatown neighborhood.

This supports the City's goal of enhancing Chicago's competitiveness as a premier tourism and entertainment destination. The linkage of these entertainment centers increases the "visitor-friendliness" and quality of place from McCormick Place on the east to Chinatown on the west, and facilitates seamless and coordinated access to the attractions and unique features of these areas for both residents and tourists alike.

Institutional/Industrial – this designation is intended for the Project Area that encompasses a portion of the McCormick Place campus between Dr. Martin Luther King Jr. Drive and Indiana Avenue, south of Cermak Road. This district encourages active, pedestrian-oriented uses that will link the McCormick Place campus with other viable and complementary uses in the immediate area to the entertainment and dining establishments further west in the Chinatown neighborhood. Redevelopment and public/private infrastructure projects funded by the TIF may be implemented to improve the City's convention competitiveness and expansion of the business activities of the McCormick Place, in an effort to promote opportunities for increased visitor and business attraction.

C. Redevelopment Program

Section V.C. is deleted in its entirety and replaced with the following:

C. Redevelopment Improvements and Activities

The City proposes to achieve its redevelopment goals and objectives for the Project Area through the use of public financing techniques including, but not limited to, tax increment financing, to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The City also maintains the flexibility to undertake additional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Project Area.

The City may enter into redevelopment agreements or intergovernmental agreements with public or private entities for the furtherance of this Redevelopment Plan to construct, rehabilitate, renovate or restore improvements for public or private facilities on one or several parcels for any other lawful purpose. Redevelopment agreements may contain terms and provisions that are more specific than the general principles set forth in this Redevelopment Plan and which include affordable housing requirements as described below.

Developers who receive TIF assistance for market-rate housing are required to set aside 20 percent of the units as affordable units. For-sale housing must be affordable to households earning no more than 100 percent of the area median income, as defined by the US Department of Housing and Urban Development ("HUD"). Rental units must be affordable to households earning no more than 60 percent of the area median income.

1. Property Assembly

Property acquisition and land assembly by the private sector in accordance with this Redevelopment Plan will be encouraged by the City. To meet the goals and objectives of this Redevelopment Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain, through the Tax Reactivation Program or other programs and may be for the purpose of: (a) sale, lease or conveyance to private developers; or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Redevelopment Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Redevelopment Plan.

The City or a private developer may acquire any historic structure (whether a designated City or State landmark on, or eligible for nomination to, the National Register of Historic Places) and (a) demolish any non-historic feature of such structure; (b) demolish all or portions, as allowed by laws, of historic structures, if necessary, to implement a project that meets the goals and objectives of the Redevelopment Plan; and (c) incorporate any historic structure or historic feature into a development on the subject property or adjoining property.

2. Relocation

Relocation assistance may be provided to facilitate redevelopment of portions of the Project Area and to meet other City objectives. Business or households legally occupying properties that may be acquired by the City subsequent to this Redevelopment Plan may be provided with relocation advisory and financial assistance as determined by the City.

3. Provision of Public Works or Improvements

The City may provide (or assist other public bodies in providing) public improvements and facilities that are necessary to service the Project Area in accordance with this Redevelopment Plan and the comprehensive plan for development of the City as a whole. Public improvements and facilities may include, but are not limited to, the following:

Streets and Utilities

A range of roadway, utility and related improvement projects, from repair and resurfacing to construction or reconstruction, may be undertaken.

Parking and Transportation

Improvements to existing or construction of new public infrastructure and public transportation enhancements including repairs to and construction of new public transit stations, bus shelters, directional signage and other transportation improvements, pedestrian way enhancements including bridges and overpasses, designated pedestrian ways, sidewalk and streetscape enhancements, off-street parking sites and/or facilities and on-street parking improvements to ensure coordinated vehicular and pedestrian oriented movement and access.

Parks, Open Space and Streetscape

Improvements to existing or construction of new streetscape, public plazas, parks, and open spaces may be provided, including the construction of pedestrian walkways, lighting, landscaping and general beautification improvements intended for use of the general public.

Publicly-Owned Facilities

Activities that encourage and sustain the business activities and operations of the McCormick Place campus and other publicly owned facilities and centers may be undertaken. These activities may include but are not limited to public right of way improvements, acquisition of land or other property, facility improvements, new construction and rehabilitation projects. The intent of these improvements is to encourage the City's tourism attractiveness, convention competitiveness, and overall business environment.

4. Rehabilitation of Existing Buildings

The City will encourage the rehabilitation of public and private buildings that are basically sound and/or historically or architecturally significant. This includes properties individually designated as Chicago Landmarks, contributing properties to Chicago Landmark Districts, properties individually listed to the National Register of Historic Places, contributing properties to National Register of Historic Places-listed historic districts, and properties identified as either "orange" or "red" in the Chicago Historic Resources Survey.

The Motor Row Historic District overlaps the Redevelopment Project Area along the south side of Cermak Road between Wabash and Michigan Avenues. One building in the Redevelopment Project Area and also located within the

boundaries of the Motor Row Historic District has been identified in the City of Chicago's Historic Resources Survey as an "orange" property, which indicates it possesses some architectural feature or historical association that makes it potentially significant in the context of the surrounding community. This building is located 2222-2230 S. Michigan Avenue.

5. Job Training and Related Educational Programs

Programs designed to increase the skills of the labor force that would take advantage of the employment opportunities within the Project Area may be implemented.

6. Day Care Services

Incremental Property Taxes may be used to cover the cost of day care services and centers within the Project Area for children of low-income employees of Project Area businesses or institutions.

7. Taxing Districts Capital Costs

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

8. Interest Subsidies

Funds may be provided to developers for a portion of interest costs incurred by a developer related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
- b) such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the developer with respect to the redevelopment project during that year;
- c) if there are not sufficient funds available in the special tax allocation fund to make an interest payment, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
- d) the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by a redeveloper for a redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
- e) the cost limits set forth in subparagraphs (b) and (d) above shall be modified to permit payment of up to 75 percent of interest costs incurred by a developer for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

9. Affordable Housing

Funds may be provided to developers for up to 50 percent of the cost of construction, renovation or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act.

10. Analysis, Administration, Studies, Surveys, Legal, etc.

Under contracts that will run for three years or less (excluding contracts for architectural and engineering services which are not subject to such time limits) the City and/or private developers may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Redevelopment Plan.

D. Estimated Redevelopment Project Costs Phase 1 and 2

Section V. D, including the header, is deleted and replaced with the following:

D. Redevelopment Project Costs

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Redevelopment Plan (the "**Redevelopment Project Costs.**")

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Redevelopment Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Table 1 or otherwise adjust the line items in Table 1 without amendment to this Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Redevelopment Plan.

1. Eligible Redevelopment Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The costs of marketing sites within the Project Area to prospective businesses, developers and investors;
- c) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
- e) Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) Costs of job training and retraining projects including the cost of "welfare to work" programs implemented by businesses located within the Project Area;
- g) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
- h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
- i) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;

- j) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see "Relocation" section);
- k) Payment in lieu of taxes, as defined in the Act;
- l) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are stated in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;
- m) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - 1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
 - 5. up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

- n) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the City may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act;
- o) The costs of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80 percent of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development;
- p) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- q) If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

2. Estimated Redevelopment Project Costs

To eliminate the blighting factors present in the Project Area and to meet the redevelopment objectives, the City plans to make and/or induce a number of improvements in the Project Area. Table 1 identifies the eligible Redevelopment Project Costs under the Act that the City may utilize to implement the Redevelopment Plan over the Project Area's term. The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2025, the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area was adopted.

Redevelopment projects in the Project Area would not reasonably be anticipated to be developed without the extension of the life of the Redevelopment Plan.

Amended Table 1: Estimated Redevelopment Project Costs

	Eligible Expense	Estimated Cost
1	Analysis, Administration, Studies, Surveys, Legal, Marketing, etc.	\$4,000,000
2	Property Assembly including Acquisition, Site Prep and Demolition, Environmental Remediation	\$25,000,000
3	Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements, Affordable Housing Construction and Rehabilitation Costs	\$20,000,000
4	Public Works & Improvements, including streets and utilities, parks and open space, public facilities (schools & other public facilities) ^[1]	\$28,000,000
5	Relocation Costs	\$2,000,000
6	Job Training, Retraining, Welfare-to-Work	\$7,000,000
7	Interest Subsidy	\$5,000,000
8	Day Care Services	\$1,000,000
	TOTAL REDEVELOPMENT COSTS ^[2,3]	\$92,000,000 ^[4]

[1] This category may also include paying for or reimbursing: (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.

[2] Total Redevelopment Project Costs represent an upper limit on expenditures that are to be funded using tax increment revenues and exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These additional financing costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs. Adjustments to the estimated line item costs in Exhibit I are anticipated, and may be made by the City without further amendment to this Redevelopment Plan to the extent permitted by the Act. Each individual project cost will be re-evaluated in light of the projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of the line items stated above are not intended to place a limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs as a result of changed redevelopment costs and needs.

[3] The amount of the Total Redevelopment Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.

[4] All costs are shown in 2013 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index ("CPI") for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor or a similar index acceptable to the City.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

E. Sources of Funds to Pay Redevelopment Project Costs

Section V.E is deleted and replaced with the following:

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur redevelopment project costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area may be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and the furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 1 of this Redevelopment Plan.

F. Nature and Term of Obligations to be Issued

Section V.F is deleted in its entirety and replaced with the following:

F. Issuance of Obligations

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligations bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area is adopted.

Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

G. Most Recent Equalized Assessed Valuation of Properties in the Redevelopment Project Area

Section V.G including the header, is deleted and replaced with the following:

G. Valuation of the Project Area

1. Certified Base EAV

The purpose of identifying the most recent equalized assessed valuation ("EAV") of the Project Area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Project Area. The Certified Initial EAV of all taxable parcels in the Project Area is \$5,858,634. The Redevelopment Plan has utilized the EAVs for the 1989 tax year. Exhibit 7 lists the EAV for the Redevelopment Project Area by PIN.

H. Anticipated Equalized Assessed Valuation

Section V.H is deleted in its entirety and replaced with the following:

H. Anticipated Equalized Assessed Valuation

By the tax year 2025 (collection year 2026) and following the substantial completion of the Redevelopment Project, the EAV of the Project Area is estimated at approximately \$174,368,545. The estimate is based on several assumptions, including 1) redevelopment of the Project Area will occur in a timely manner; 2) approximately 300 new residential condominiums will be constructed in the Project Area between 2013 and 2025; 3) approximately 50,000 square feet of new retail/office/restaurant space; 4) the construction of a new 500 room hotel; 5) an estimated annual inflation rate in EAV of 3.0 percent through 2025, realized in triennial reassessment years only; and (6) the most recent state equalization factor of 2.8056 (2012 value) is used in all years to calculate estimated EAV.

VI. DESCRIPTION OF COMPONENTS OF REDEVELOPMENT PROJECT

A. Description of Redevelopment Project

The following language is inserted after the fourth paragraph in Section VI.A.

Pedestrian and Public Transit Improvements: The City may provide for pedestrian way enhancements and improvements including passageways, pedestrian overpasses or bridges, streetscapes and plazas, and other pedestrian oriented enhancements. The City may also improve and extend public transit facilities including but not limited to station improvements and new construction, transit rider shelters, traffic flow modifications and other public transit oriented enhancements.

B. Commitment to Fair Employment and Affirmative Action Practices

Section VI.B is deleted and replaced with the following:

The City is committed to and will affirmatively implement the following principles with respect to this Original Plan:

- 1) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or housing status.
- 2) Redevelopers must meet the City's standards for participation of 24 percent Minority Business Enterprises and 4 percent Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.

- 3) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
- 4) Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

VII. SCHEDULING OF THE REDEVELOPMENT PROJECT

A. Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs

Section VII.A is deleted and replaced with the following:

The estimated date for completion of redevelopment projects in the Project Area is no later than December 31, 2025, the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area was adopted.

VIII. PROVISIONS FOR AMENDING THE TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT

No changes.

LIST OF TABLES AND EXHIBITS

Tables

Tables 1a and 1b are deleted and replaced with new Table 1.

Exhibits

Exhibit 1 Legal Description

No change.

Exhibit 2 Boundary Map

No change.

Exhibit 3 Existing Land Use

No change.

Exhibit 4 Proposed Land-Use Map

Exhibit 4 to be deleted and replaced with new Exhibit 4.

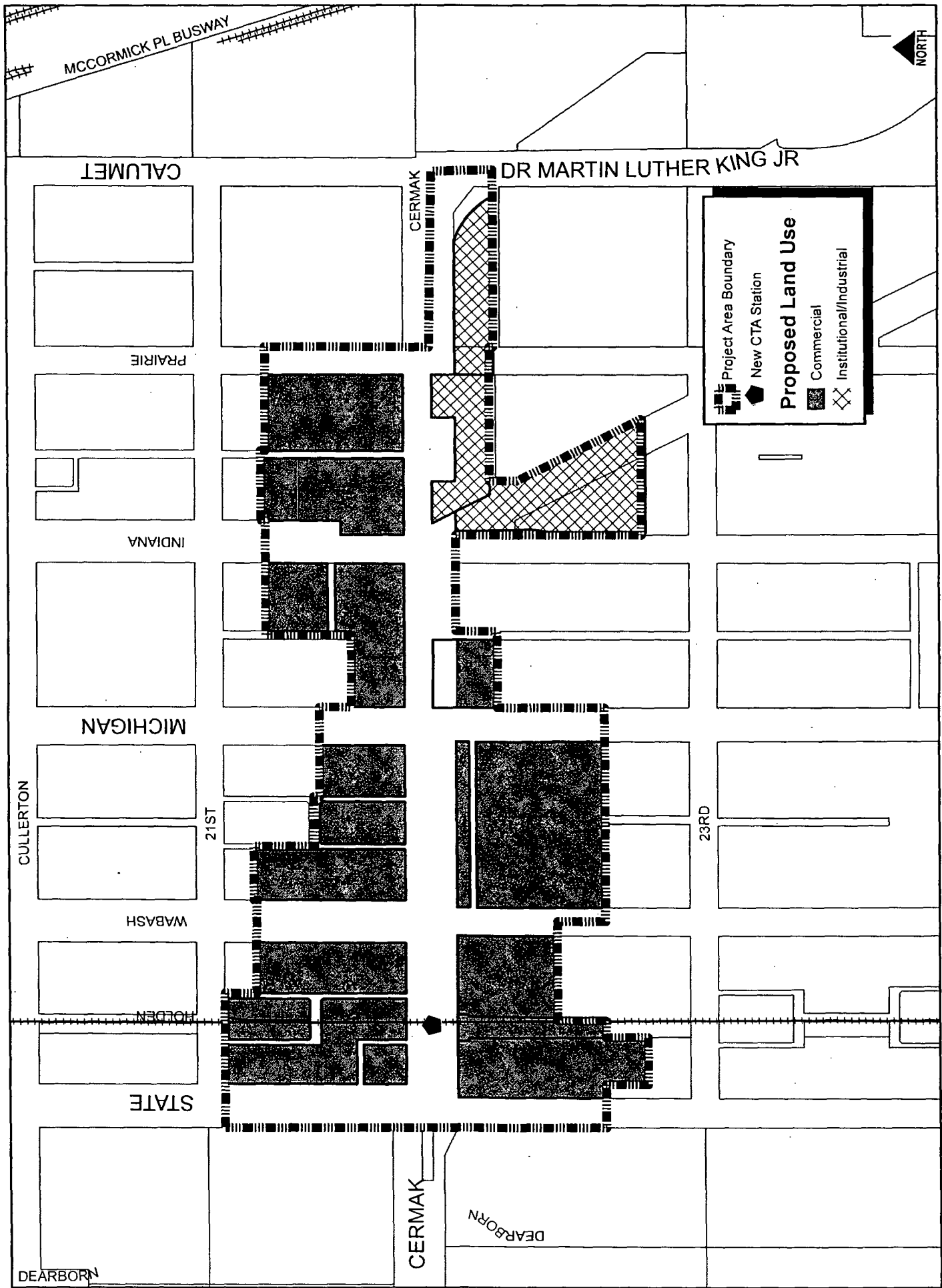
Exhibit 5 Criteria for Qualification

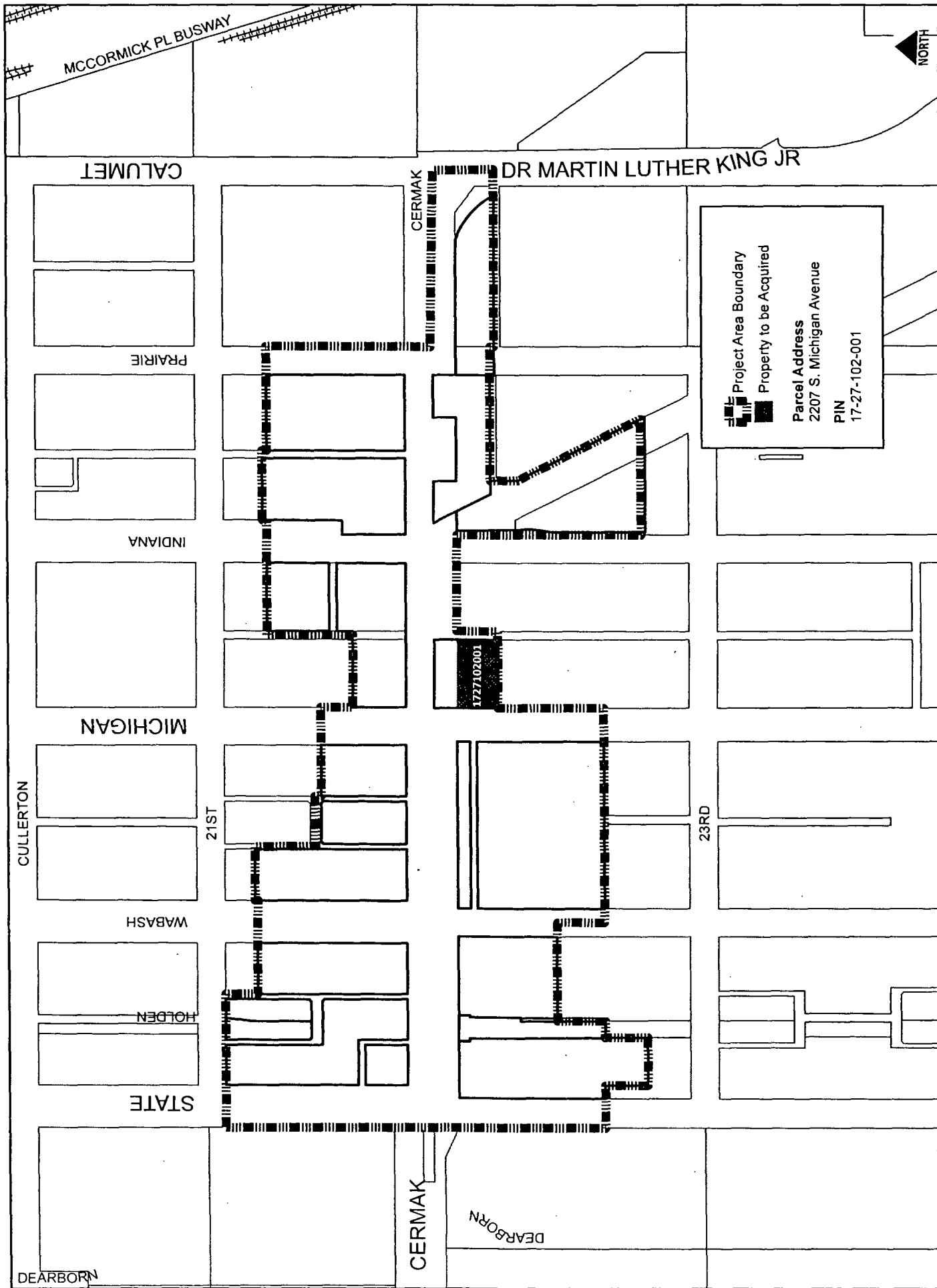
No change.

The following Exhibits 6 and 7 are to be inserted after Exhibit 5.

Exhibit 6 Land Acquisition Overview Map

Exhibit 7 1998 Certified Initial Equalized Assessed Value by Tax Parcel





STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AMENDED CERTIFICATE OF INITIAL EQUALIZED ASSESSED VALUATION

I, DAVID D. ORR, do hereby certify that I am the duly qualified and acting Clerk of the County of Cook in the State of Illinois. As such Clerk and pursuant to Section 11-74.4-9 of the Real Property Tax Increment Allocation Redevelopment Act (Illinois Revised Statutes, Chap. 24) I do further:

CERTIFY THAT on December 6, 1989 the Office of the Cook County Clerk received certified copies of the following Ordinances adopted by the City of Chicago, Cook County, Illinois on September 13, 1989:

1. "An Ordinance Approving the Tax Increment Redevelopment Plan and Project for the Michigan-Cermak Redevelopment Area Tax Increment Financing Project;"
2. "An Ordinance Designating the Michigan-Cermak Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act;" and
3. "An Ordinance Adopting Tax Increment Allocation Financing for the Michigan-Cermak Redevelopment Tax Increment Financing Project."

CERTIFY THAT on May 16, 1990, The Office of the Cook County Clerk received a certified copy of the following ordinance adopted by the City of Chicago on March 21, 1990:

1. "An Ordinance Amending the Boundaries of the Michigan-Cermak Tax Increment Financing Redevelopment Area."

CERTIFY THAT on December 30, 2010, The Office of the Cook County Clerk received a certified copy of the following ordinance adopted by the City of Chicago on October 6, 2010:

1. "Amending Number 3 to Michigan / Cermak Road Corridor Tax Increment Financing Redevelopment Plan and Project."

CERTIFY THAT the area constituting the Tax Increment Redevelopment Project Area subject to Tax Increment Financing in the City of Chicago, Cook County, Illinois, is legally described in said Ordinances.

CERTIFY THAT the initial equalized assessed value of each lot, block, and parcel of real property within the said City of Chicago Project Area as of September 13, 1989 and October 6, 2010 is as set forth in the document attached hereto and made a part hereof as Exhibit "A";

CERTIFY THAT the total initial equalized assessed value of all taxable real property situated within the said City of Chicago Tax Increment Redevelopment Project Area is:

TAX CODE AREA 76009	\$ 354,785
TAX CODE AREA 76013	\$ 5,137,014
TAX CODE AREA 76023	\$ 34,016

TAX CODE AREA 76024
TAX CODE AREA 76513

\$ 332,819
\$ 0

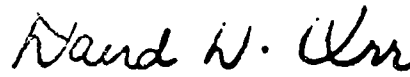
for a total of

FIVE MILLION, EIGHT HUNDRED FIFTY-EIGHT
THOUSAND, SIX HUNDRED THIRTY-FOUR DOLLARS
AND NO CENTS

(\$ 5,858,634.)

such total initial equalized assessed value as of September 13, 1989 and October 6, 2010, having been computed and ascertained from the official records on file in my office and as set forth in Exhibit "A".

IN WITNESS WHEREOF, I have hereunto affixed my signature and the corporate seal of COOK COUNTY this 28th day of June 2013.



County Clerk

(SEAL)

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-317-001-0000	57,089
17-22-317-004-0000	102,938
17-22-317-006-0000	112,608
17-22-317-007-0000	64,427
17-22-317-010-0000	34,974
17-22-317-011-0000	24,323
17-22-317-014-0000	11,679
17-22-317-015-0000	11,679
17-22-317-016-0000	12,176
17-22-317-017-0000	67,502
17-22-317-018-0000	28,400
17-22-317-019-0000	60,592
17-22-317-021-0000	33,112
17-22-317-022-0000	25,027
17-22-317-027-0000	0
17-22-317-028-0000	0
17-22-317-029-0000	0
17-22-318-002-0000	19,416
17-22-318-003-0000	17,605
17-22-318-004-0000	45,281
17-22-318-005-0000	28,225
17-22-318-006-0000	8,150
17-22-318-008-0000	21,788
17-22-318-009-0000	31,920
17-22-318-011-0000	18,463
17-22-318-013-0000	28,309
17-22-318-020-0000	52,868

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-318-024-0000	27,286
17-22-318-025-0000	42,969
17-22-318-027-0000	3,738
17-22-318-028-0000	8,544
17-22-319-015-0000	48,568
17-22-319-016-0000	15,130
17-22-319-017-0000	43,768
17-22-319-027-0000	13,548
17-22-319-030-0000	405,463
17-22-319-031-1001	305
17-22-319-031-1002	252
17-22-319-031-1003	251
17-22-319-031-1004	254
17-22-319-031-1005	254
17-22-319-031-1006	1,702
17-22-319-031-1007	311
17-22-319-031-1008	255
17-22-319-031-1009	257
17-22-319-031-1010	260
17-22-319-031-1011	260
17-22-319-031-1012	1,799
17-22-319-031-1013	316
17-22-319-031-1014	258
17-22-319-031-1015	259
17-22-319-031-1016	263
17-22-319-031-1017	263
17-22-319-031-1018	359

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-319-031-1019	321
17-22-319-031-1020	261
17-22-319-031-1021	261
17-22-319-031-1022	265
17-22-319-031-1023	257
17-22-319-031-1024	1,940
17-22-319-031-1025	323
17-22-319-031-1026	267
17-22-319-031-1027	267
17-22-319-031-1028	269
17-22-319-031-1029	269
17-22-319-031-1030	366
17-22-319-031-1031	379
17-22-319-031-1032	271
17-22-319-031-1033	270
17-22-319-031-1034	274
17-22-319-031-1035	274
17-22-319-031-1036	374
17-22-319-031-1037	192
17-22-319-031-1038	192
17-22-319-031-1039	192
17-22-319-031-1040	192
17-22-319-031-1041	192
17-22-319-031-1042	192
17-22-319-031-1043	192
17-22-319-031-1044	192
17-22-319-031-1045	192

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-319-031-1046	192
17-22-319-031-1047	192
17-22-319-031-1048	192
17-22-319-031-1049	192
17-22-319-031-1050	192
17-22-319-031-1051	192
17-22-319-031-1052	192
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17-22-319-031-1056	192
17-22-319-031-1057	192
17-22-319-031-1058	192
17-22-319-031-1059	192
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17-22-319-031-1065	192
17-22-319-031-1066	192
17-22-319-031-1067	192
17-22-319-031-1068	192
17-22-319-031-1069	192
17-22-319-031-1070	192
17-22-319-031-1071	192
17-22-319-031-1072	192

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-319-031-1073	192
17-22-319-031-1074	192
17-22-319-031-1075	192
17-22-319-031-1076	192
17-22-319-031-1077	192
17-22-319-031-1078	192
17-22-319-031-1079	209
17-22-320-004-0000	23,724
17-22-320-006-0000	11,860
17-22-320-013-0000	80,145
17-22-320-017-0000	0
17-22-320-018-0000	231,672
17-22-320-019-0000	39,145
17-22-320-020-0000	54,080
17-22-320-021-0000	24,104
17-22-320-022-0000	1,269
17-22-500-035-0000	0
17-27-100-002-0000	20,863
17-27-100-003-0000	277,384
17-27-100-004-0000	33,388
17-27-100-005-0000	33,575
17-27-100-007-0000	43,225
17-27-100-008-0000	14,879
17-27-100-014-0000	0
17-27-100-015-0000	0
17-27-101-001-0000	13,608
17-27-101-002-0000	21,524

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-27-101-003-0000	8,302
17-27-101-004-0000	8,302
17-27-101-006-0000	1,682
17-27-101-007-0000	1,682
17-27-101-008-0000	1,682
17-27-101-009-0000	1,682
17-27-101-010-0000	1,678
17-27-101-011-0000	2,015
17-27-101-012-0000	1,850
17-27-101-013-0000	1,850
17-27-101-014-0000	2,973
17-27-101-015-0000	57,496
17-27-101-016-0000	1,173,066
17-27-101-019-0000	244,757
17-27-101-020-0000	109,252
17-27-101-029-0000	18,958
17-27-101-030-0000	30,675
17-27-101-031-0000	6,508
17-27-102-001-0000	69,953
17-27-102-024-0000	0
17-27-103-001-0000	40,981
17-27-103-002-0000	231,672
17-27-104-005-0000	1,950
17-27-104-006-0000	35,422
17-27-104-007-0000	31,506
17-27-104-008-0000	31,506
17-27-104-009-0000	31,506

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-27-104-019-0000	45,456
17-27-104-020-0000	0
17-27-104-021-0000	0
17-27-105-002-0000	72,889
17-27-105-003-0000	37,099
17-27-105-030-0000	33,469
17-27-105-031-0000	57,910
17-27-105-035-0000	67,549
17-27-105-036-0000	198,667

TOTAL INITIAL EAV FOR TAXCODE: 76013

5,137,014

TOTAL PRINTED: 171

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-318-022-0000

14,868

17-22-318-026-0000

19,148

TOTAL INITIAL EAV FOR TAXCODE: 76023

34,016

TOTAL PRINTED: 2

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-318-012-0000	24,499
17-22-318-019-0000	16,295
17-22-320-003-0000	61,583
17-22-320-011-0000	69,471
17-22-320-012-0000	69,471
17-27-100-001-0000	44,173
17-27-101-005-0000	47,327

TOTAL INITIAL EAV FOR TAXCODE: 76024

332,819

TOTAL PRINTED: 7

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-318-023-0000	6,306
17-22-319-029-0000	237,906
17-22-320-010-0000	12,047
17-27-101-018-0000	98,526
17-27-500-001-0000	0
17-27-500-002-0000	0
17-27-500-003-0000	0

TOTAL INITIAL EAV FOR TAXCODE: 76009 354,785

TOTAL PRINTED: 7

DATE 06/28/2013 AGENCY: 03-0210-568 TIF CITY OF CHICAGO-MICHIGAN AVE/CERMAK AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
PROJECT AREA:

1989 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-22-319-030-0000

0

TOTAL INITIAL EAV FOR TAXCODE: 76513

0

TOTAL PRINTED: 1

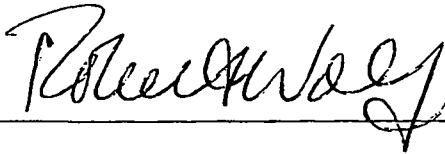
EXHIBIT B
CDC Resolution 13-CDC-35

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

CERTIFICATE

I, Robert Wolf, the duly authorized and qualified Assistant Secretary of the
Community Development Commission of the City of Chicago, and the custodian of the
records thereof, do hereby certify that I have compared the attached copy of a Resolution
adopted by the **Community Development Commission of the City of Chicago** at a Regular
Meeting held on the 8th Day of October 2013 with the original resolution adopted at said meeting
and noted in the minutes of the Commission, and do hereby certify that said copy is a true,
correct and complete transcript of said Resolution.

Dated this 8th Day of October 2013

A handwritten signature in cursive script, appearing to read 'Robert Wolf', is written over a horizontal line.

**ASSISTANT SECRETARY
Robert Wolf**

**COMMUNITY DEVELOPMENT COMMISSION
OF THE
CITY OF CHICAGO**

RESOLUTION 13-CDC-36

**RECOMMENDING TO THE CITY COUNCIL OF
THE CITY OF CHICAGO
FOR THE PROPOSED
MICHIGAN/CERMAK AMENDMENT NO. 4
REDEVELOPMENT PROJECT AREA:**

**APPROVAL OF AMENDMENT NO. 4 TO THE
REDEVELOPMENT PLAN AND PROJECT**

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

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

WHEREAS, staff of the City's Department of Housing and Economic Development has conducted or caused to be conducted certain investigations, studies and surveys of the Michigan/Cermak Redevelopment Project Area Amendment No. 4, the street boundaries of which are described on Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented the following documents to the Commission for its review:

Michigan/Cermak Redevelopment Plan and Project Amendment No. (the "Plan"); and

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

WHEREAS, a public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act, on July 25 at 6:00 pm at the **1st District Police Station Community Room, 1718 S. State Street, Chicago, Illinois**, (this date being more than 14 business days before the scheduled mailing of the notice of the Hearing [hereinafter defined], as specified in the Act), pursuant to notice from the City's Commissioner of the Department of Housing and Economic Development, given on July 10, 2013, (this date being more than 15 days before the date of the Public Meeting, as specified in the Act), by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act and, with a good faith effort, by regular mail, to all residents and to the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and to the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area); and

WHEREAS, the Report and Plan were made available for public inspection and review since August 2, 2013, being a date not less than 10 days before the Commission meeting at which the Commission adopted Resolution 13-CDC-28 on June 13, 2013 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Housing and Economic Development, Room 1000; and

WHEREAS, notice of the availability of the Report and Plan, including how to obtain this information, were sent by mail on August 19th which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC-28 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located outside the proposed Area and within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were outside the proposed Area and closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, notice of the Hearing by publication was given at least twice, the first publication being on September 11, 2013 and a date which is not more than 30 nor less than 10 days prior to the Hearing, and the second publication being on September 17, 2013 both in the Chicago Sun-Times or the Chicago Tribune, being newspapers of general circulation within the taxing districts having property in the Area; and

WHEREAS, notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on September 19, 2013 being a date not less than 10 days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three years; and

WHEREAS, notice of the Hearing was given by mail to the Illinois Department of Commerce and Economic Opportunity ("DECO") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to DECO and all Board members, on August 16, 2013, being a date not less than 45 days prior to the date set for the Hearing; and

WHEREAS, notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on September 3, 2013, being a date not less than 45 days prior to the date set for the Hearing; and

WHEREAS, the Hearing was held on October 8, 2013 at 1:00 p.m. at City Hall, 2nd Floor, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

WHEREAS, the Board meeting was convened on September 6, 2013 at 9:00 a.m. (being a date at least 14 days but not more than 28 days after the date of the mailing of the notice to the taxing districts on August 16, 2013 in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; and

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

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF CHICAGO:

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

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

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

b. The Plan:

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

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

c. The Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year of the adoption of the ordinance approving the designation of the Area as a redevelopment project area and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than 20 years;

d. To the extent required by Section 5/11-74.4-3(n) (6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;

e. The Plan will not result in displacement of residents from inhabited units.

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

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

(i) The Area is not less, in the aggregate, than one and one-half acres in size; and

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

h. If the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is (i) present, with that presence documented to a meaningful extent so that it may be reasonably found that the factor is clearly present within the intent of the Act and (ii) reasonably

distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

i. If the Area is qualified as a "conservation area" the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area; [and]

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

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

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

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

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

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

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

ADOPTED: Scytower, 2013

List of Attachments:

Exhibit A: Street Boundary Description of the Area

EXHIBIT A

Street Boundary Description of the Area

The frontage properties along the north and south sides of East Cermak Road extending from the intersection of State Street and East Cermak Road to the southeast corner of the intersection of South Calumet Avenue and South Dr. Martin Luther King Jr. Drive.



City of Chicago



O2013-8454

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/13/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	2014 property tax levy
Committee(s) Assignment:	Committee on Finance

FIN-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 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 the tax levy for fiscal year 2014.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

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

WHEREAS, the City has adopted its annual appropriation ordinance for the year 2014, pursuant to its powers granted by the constitution and laws of the State of Illinois; and

WHEREAS, it is now appropriate and in the best interests of the City of Chicago to enact its tax levy for the year 2014, to become effective as provided herein; and

WHEREAS, it is appropriate that the tax levy for the year 2014 receive expeditious consideration by the City Council; now, therefore,

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

SECTION 1. The sum of Eight Hundred Fifty-nine Million, Five Hundred-nine Thousand Dollars (\$859,509,000) ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the year 2014, is hereby levied for the year 2014 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amounts appropriated for such purposes, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 2014, annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns.

Appropriations for Expenditures and Amounts Levied for the Fiscal Year Beginning January 1, 2014, and Ending December 31, 2014

Code	Description	Amounts Appropriated	Amounts Levied
<i>Amounts to be levied in 2014 for the payment of bonds, notes and interest on bonds and notes</i>			
	Bond Redemption and Interest Fund – 0510		
2005.0902	For interest on first lien bonds	\$412,261,000	\$187,625,600
2005.0912	For payment of bonds	\$168,040,000	\$168,040,000
2005.0960	For loss in collection of taxes	\$14,819,000	\$14,819,400

Specific Purposes – Financial			
Total from Bond Redemption and Interest Fund – 0510		\$595,120,000	\$370,485,000
Bond Redemption and Interest Fund – 0509			
2005.0961	For payment of term notes	\$19,308,000	\$19,308,000
2005.0960	For loss in collection of taxes	\$805,000	\$805,000
Specific Purposes – Financial			
Total from Bond Redemption and Interest Fund – 0509		\$20,113,000	\$20,113,000
Code	Description	Amounts Appropriated	Amounts Levied
Library Bond Redemption Fund – 0516			
2005.0902	For interest on first lien bonds	\$2,745,000	\$2,745,000
2005.0912	For payment of bonds	\$1,425,000	\$1,360,000
2005.0960	For loss in collection of taxes	\$172,000	\$172,000
Specific Purposes – Financial			
Total from Library Bond Redemption Fund – 0516		\$4,342,000	\$4,277,000
Code	Description	Amounts Appropriated	Amounts Levied
Library Note Redemption and Interest Fund Tender Notes Series B – 0521			
2005.0961	For payment of term notes	\$75,686,000	\$73,870,000
2005.0960	For loss in collection of taxes	\$3,078,000	\$3,078,000
Specific Purposes – Financial			
Total from Library Note Redemption and Interest Fund Tender Notes Series B – 0521		\$78,764,000	\$76,948,000
City Colleges Bond Redemption and Interest Fund– 0549			
2005.0902	For interest on first lien bonds	\$21,672,000	\$20,510,000
2005.0912	For payment of bonds	\$13,497,000	\$13,497,000
2005.0960	For loss in collection of taxes	\$1,463,000	\$1,463,000
Specific Purposes – Financial			
Total from City Colleges Bond Redemption and Interest Fund – 0549		\$36,632,000	\$35,470,000
Code	Description	Amounts Appropriated	Amounts Levied
Municipal Employees' Annuity and Benefit Fund – 0681			

2005.0976	For the city's contribution to employees' annuity and benefit fund	\$156,821,800	\$117,466,400
2005.0976	For the library's contribution to employees' annuity and benefit fund	\$472,600	\$472,600
2005.0977	For the City's contribution to Employees' Annuity and Benefit Fund Pursuant to IRC Section 415 (B)	\$5,300,000	\$5,300,000
Specific Purposes – Financial			
Total from Municipal Employees' Annuity and Benefit Fund– 0681		\$162,594,400	\$123,239,000
Code	Description	Amounts Appropriated	Amounts Levied
Laborers' and Retirement Board Employees' Annuity and Benefit Fund – 0682			
2005.0976	For the city's contribution to employees' annuity and benefit fund	\$15,075,000	\$10,934,000
Specific Purposes – Financial			
Total from Laborers' and Retirement Board Employees' Annuity and Benefit Fund– 0682		\$15,075,000	\$10,934,000
Code	Description	Amounts Appropriated	Amounts Levied
Policemen's Annuity and Benefit Fund – 0683			
2005.0976	For the city's contribution to employees' annuity and benefit fund	\$188,431,000	\$136,680,000
Specific Purposes – Financial			
Total from Policemen's Annuity and Benefit Fund– 0683		\$188,431,000	\$136,680,000
Code	Description	Amounts Appropriated	Amounts Levied
Firemen's Annuity and Benefit Fund – 0684			
2005.0916	For expenditures pursuant to 40 ILCS 5/6 - 211 (g)	\$1,409,000	\$1,409,000
2005.0976	For the city's contribution to employees' annuity and benefit fund	\$110,760,000	\$79,954,000
Specific Purposes – Financial			
Total from Firemen's Annuity and Benefit Fund– 0684		\$112,169,000	\$81,363,000
Total		\$1,213,240,400	\$859,509,000

SECTION 2. In no event shall the amount levied for any purpose, as set forth in Section 1 hereof, exceed the amount appropriated for such purpose as set forth in the annual

appropriation ordinance adopted for the year 2014.

SECTION 3. No later than ten days after its effective date, the City Clerk shall file with the County Clerk of Cook County and the County Clerk of Du Page County certified copies of this ordinance together with copies of the annual appropriation ordinance for the year 2014.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval.