City of Chicago
Office of the City Clerk

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

Legislation Referred to Committees at the Chicago City Council Meeting 11/26/2013
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Intergovernmental				
1	O2013-9176	Intergovernmental agreement with Chicago Transit Authority for Tax Increment Financing (TIF) for Quincy Loop Station Project	Emanuel (Mayor)	Finance
Appointment(s)				
2	A2013-128	Appointment of Gonzalo Gradilla and Genaro Romo, Jr. as members of Special Service Area No. 39, Brighton Park-Archer Heights Commission	Emanuel (Mayor)	Finance
Municipal Code Amendment(s)				
3	O2013-9185	Amendment of Municipal Code Chapter 4-64 by adding new Section 4-64-098 regarding flavored tobacco products and amending Section 4-64-180 (a) No person shall sell tobacco products or accessories within 100 feet of any building, school or child care facility; (b) No person shall sell tobacco products at any location within 500 feet of public, private or parochial elementary school or secondary school	Emanuel (Mayor) Thompson (16) Mitts (37)	Joint Finance/Health/ Environment
4	O2013-9188	Amendment of Municipal Code Titles 7 and 17 regarding medical cannabis	Emanuel (Mayor) Burke (14)	Zoning
Reappointment(s)				
5	A2013-127	Reappointment of Laurie A. Sedio as member of Special Service Area No. 3, Southwest Business Growth Area Commission	Emanuel (Mayor)	Finance
Special Service Area(s)				
6	O2013-9212	Scope of services and budget for Special Service Area No. 16 (Year 2014)	Emanuel (Mayor)	Finance
Tax Increment Financing				
7	O2013-9177	Termination of 89th and State Tax Increment Financing (TIF) Redevelopment Project Area	Emanuel (Mayor)	Finance

City of Chicago

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Document Tracking Sheet

O2013-9176

Meeting Date:	11/26/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with City of Chicago and Chicago Transit Authority for Tax Increment Financing (TIF) for Quincy Loop Station Project
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 26, 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 Transit Authority regarding improvements to the Quincy Street Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Chicago Transit Authority (the "CTA") is a municipal corporation of the State of Illinois; 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 (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 three ordinances adopted on November 15, 2006 and published at pages 92019-92114 of the Journal of Proceedings of the City Council (the "Journal") of such date, the City Council of the City: (i) approved a certain redevelopment plan and project (the "Plan") for the LaSalle/Central Redevelopment Project Area (the "Area") within the City; (ii) designated the Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "TIF Adoption Ordinance") for the Area; and

WHEREAS, under the Act and the TIF Adoption Ordinance, certain ad valorem taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the LaSalle/Central TIF Fund established to pay redevelopment project costs incurred in the Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Area that are incurred or that are to be incurred in furtherance of the objectives of the Plan, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, pursuant to the Plan, the City may utilize revenues received under the Act from redevelopment project areas that are contiguous to, or separated by a public right of way from, the Area to pay eligible redevelopment project costs; and

WHEREAS, the CTA proposes to undertake the rehabilitation of its Quincy Loop rapid transit station (the "Project"), which project is located within the Area; and

WHEREAS, the CTA has requested tax increment allocation financing funds assistance (the "City Contribution") from the City's Department of Housing and Economic Development ("HED") to support portions of the cost of the Project, and the City desires to provide such assistance; and

WHEREAS, the parties propose to enter into an intergovernmental agreement ("Agreement") authorizing and setting conditions on providing the City Contribution for the Project; and

WHEREAS, the parties propose to enter into the Agreement under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, on August 14, 2013, the Chicago Transit Board enacted an ordinance authorizing the CTA to enter into the Agreement; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of HED ("Commissioner") or his or her delegate is hereby authorized to execute and deliver the Agreement with the CTA in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her delegate constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 3. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A

Agreement

[see attached]

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGOAND CHICAGO TRANSIT AUTHORITY
FOR
TAX INCREMENT FINANCING FOR THE CTA QUINCY LOOP STATION PROJECT

This Intergovernmental Agreement (the "Agreement") is entered into as of ________, 20___ (the "Closing Date") by and between the City of Chicago, a municipal corporation (the "City"), acting through its Department of Housing and Economic Development ("HED"), and the Chicago Transit Authority ("CTA"), an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois.

WHEREAS, 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 City is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (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 the ordinances adopted on November 15, 2006 and published at pages 92019-92114 of the Journal of Proceedings of the City Council (the "Journal") of such date, as amended by an ordinance adopted on February 7, 2007 and published at pages 97850-97855 of the Journal of such date, and as further amended by an ordinance adopted on May 9, 2007 and published at pages 104253-104259 of the Journal of such date, the City Council of the City: (i) approved a certain redevelopment plan and project (the "Plan") for the LaSalle/Central Redevelopment Project Area (the "Area") within the City; (ii) designated the Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "TIF Adoption Ordinance") for the Area; and

WHEREAS, under the Act and the TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the LaSalle/Central TIF Fund established to pay redevelopment project costs incurred in the Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Area that are incurred or that are to be incurred in furtherance of the objectives of the Plan, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, pursuant to the Plan, certain TIF-funded City programs and redevelopment agreements have been established by the City Council of the City as of the Closing Date, which programs and agreements pledge portions of the LaSalle/Central TIF Fund (collectively, the "Prior Obligations"); and

WHEREAS, the CTA proposes to undertake the rehabilitation of its Quincy Loop rapid transit station (the "Project"), which project is located within the Area, and which is described in more detail in Exhibit A, incorporated and attached hereto; and

WHEREAS, the City and the CTA have agreed that the City will pay not more than

$15,700,000 toward the CTA's costs of the Project (the "City Contribution") from Available Incremental Taxes (as defined below) or from any other source of funds available to and selected by the City; and

WHEREAS, the Project is the type of public improvement that is contemplated by the Plan, and therefore the costs of the Project qualify as redevelopment project costs under the Plan as defined in Section 5/11-74.4-3(q) of the Act; and

WHEREAS, the City and the CTA wish to enter into this Agreement; and

WHEREAS, the City and the CTA have authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and

WHEREAS, on ________________, 2013, the City Council enacted an ordinance (the "Authorizing Ordinance") authorizing the execution of this Agreement; and

WHEREAS, August 14, 2013, the Chicago Transit Board passed an ordinance (the "CTA Ordinance") authorizing the execution of this Agreement;

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

SECTION 2. [intentionally omitted]

SECTION 3. THE PROJECT

(a) The parties acknowledge that preliminary planning activities for the Project shall begin in 2013, design of the Project shall begin in 2014, and the Project shall be completed no later than December 31, 2020.

(b) The CTA shall provide the City any plans and specifications pertaining to the Project that the City may reasonably request from time to time during the Term of this Agreement, and shall notify HED of any significant changes to said plans.

(c) The CTA hereby certifies that the Project has to date and shall continue to comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders as may be in effect at the time of the Project's construction and completion.

(d) The CTA hereby certifies to the City that the City Contribution, together with available CTA funds, shall be sufficient to complete the Project.

SECTION 4. FINANCING

(a) City Funds (as defined below) shall be used only to pay the CTA for its costs of TIF-Eligible Improvements, contingent upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such costs. "TIF-Eligible Improvements" means those improvements of the Project which (i) qualify as Redevelopment Project Costs as defined in the Act, (ii) are eligible costs under the Plan, and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. The City agrees that Exhibit A hereto represents certain TIF-Eligible Improvements for the Project and sets forth, by approximate line item amounts, the minimum amount of TIF-Eligible Improvements the CTA plans for the Project. The CTA may implement changes to the Project that cause variations in the line item amounts shown on Exhibit A, provided that all the changes qualify as TIF-Eligible Improvements.

(c) Subject to the terms and conditions of this Agreement, the City shall pay to the CTA an amount not to exceed $15,700,000 in City funds from Available Incremental Taxes ("City Funds") to pay the City Contribution toward the Project Costs. If the Project Costs total less than $15,700,000, then the maximum the City shall be liable for under this Agreement is 100% of those Project Costs that constitute TIF-Eligible Improvements. If the actual Project Costs exceed $15,700,000, then the CTA shall be solely responsible for such excess costs.

(d) "Available Incremental Taxes" means such taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the LaSalle/Central TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, and which are not encumbered or pledged for the payment of Prior Obligations.

(e) The City warrants that it has available and has segregated on the books of the City an amount of City Funds sufficient to make the City Contribution, and covenants that the City Funds will not be used for any purpose other than the City Contribution during the Term of this Agreement.

(f) The City Funds being provided hereunder are being granted on a conditional basis, subject to the CTA's compliance with the provisions of this Agreement.

(g) Only those expenditures made by CTA with respect to the Project prior to the Closing Date hereof, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the budget for the Project, shall be considered as previously contributed CTA funds ("Prior Expenditures"). Exhibit D hereto sets forth the prior expenditures approved by HED as of the date hereof as Prior Expenditures.

SECTION 5. PAYMENT

(a) The CTA shall prepare and provide to HED, on a quarterly basis, in advance, the estimated amounts of City Funds that will be required to pay the costs of the Project during the next succeeding ninety (90) days ("Request for Advancement"). All Requests for Advancement will be prepared on the form attached as Exhibit C hereto. Requests for Advancement shall consist solely of likely expenditures that qualify as TIF-Eligible Improvements, such as design and planning fees and rehabilitation construction costs. Each Request for Advancement is subject to written approval of HED. Within 60 days following receipt of a Request for Advancement and its approval by HED, HED shall process the Request for Advancement and remit such amount of City Funds to the CTA, or such amount of City Funds as approved by HED. In the event that City Funds have not been paid to the CTA within 60 days following the receipt of such Request for Advancement, the CTA shall have the right to suspend its performance under this Agreement until payment is received.

(b) The CTA will deposit such funds in a segregated sub-account it controls and will use such funds to pay TIF-Eligible Improvements costs of the Project from time to time. The CTA shall provide the City with a cash flow analysis of the segregated sub-account for the Project upon request.

(c) Any balance remaining in the segregated sub-account 90 days after the date of final completion of the Project shall be promptly repaid to the City upon demand of HED.

(d) Once per quarter, the CTA shall submit documentation to HED substantiating its applicable incurrence and payment, during the prior 90 days, of Redevelopment Project Costs (including TIF-Eligible Improvements). In addition to the items expressly set forth therein, such documentation shall constitute a certification to the City that:

> (i) the costs represent the actual amount already incurred by the CTA for its own work or incurred by the CTA by its general contractor(s), subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Project for the CTA;
>
> (ii) the CTA has approved all work and materials for the Project reflected in the report; and
>
> (iii) the work was performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion.

HED shall review each report for, among other things, evidence that the CTA incurred and paid TIF-Eligible Expenditures in an amount that equals or exceeds the amount of City Funds that had been pre-paid to the CTA prior to that time, and HED shall inform the CTA of any questions or comments about same as soon as practicable.

SECTION 6. <u>TERM</u>

The term of this Agreement ("Term") shall commence on the Closing Date and shall expire on December 31, 2020 or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 7. <u>ENVIRONMENTAL MATTERS; SAFETY; INSPECTION</u>

(a) The City makes no covenant, representation or warranty as to the environmental condition of the Project or the suitability of the Project for any public rapid transit use whatsoever.

(b) The CTA shall be solely responsible for the safety and protection of the public in connection with the Project.

(c) The City reserves the right to inspect the Project from time to time as it is being undertaken or after its completion.

SECTION 8. INSURANCE

(a) The CTA is self-insured. During the term of this Agreement, the CTA shall provide and maintain, at the CTA's own expense, or cause to be provided, insurance or self-insurance equivalent to the coverages and requirements specified below concerning all operations related to this Agreement.

(b) 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.

(c) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent self-insurance 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. The City of Chicago will be considered an additional insured on a primary, non-contributory basis for any liability arising directly from the work. For those contracts already let or for work already performed prior to the Closing Date, the CTA shall recognize the City of Chicago as an additional insured on a primary, non-contributory basis for any liability arising directly from such work.

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

(e) Professional Liability. When any architects, engineers or professional consultants engaged by the CTA perform work in connection with this Agreement, the CTA shall provide self-insured Professional Liability covering acts, errors, or omissions with limits of not less than $1,000,000.

(f) Prior to the Closing Date, the CTA will furnish the City a letter of self insurance evidencing the required coverage to be in force on the Closing Date. After the Closing Date, the CTA will furnish the City similar evidence if the coverages change from self-insurance to purchased insurance during the term of this Agreement and prior to the completion of the Project. The receipt of any self-insurance does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the self-insurance is in compliance with all Agreement requirements.

(g) Non-conforming self-insurance shall not relieve the CTA of the obligation to provide or cause to be provided insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop the CTA's work until proper evidence of insurance is provided, or this Agreement may be terminated.

(h) The required general liability self-insurance shall provide for sixty (60) days prior written notice to be given to the City or the CTA in the event coverage is substantially changed, canceled, or non-renewed. The CTA shall promptly notify the City in the event the CTA receives any such notice.

(i) Any and all self-insured retentions on referenced insurance coverages shall be borne by the CTA and its contractors.

(j) The CTA shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

(k) The CTA expressly understands and agrees that any coverage and limits furnished by the CTA shall in no way limit the CTA's liabilities and responsibilities specified by this Agreement or by law.

(l) The CTA expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the CTA under this Agreement.

(m) The required self-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.

(n) The CTA shall require all contractors for the Project to provide the insurance required herein or the CTA may provide the coverages for contractors. All contractors shall be subject to the same insurance requirements as is the CTA unless otherwise specified herein. In all contracts relating to the Project that are let after the Closing Date, the CTA agrees to require the contractor to name the City as an additional insured on insurance coverages as provided above 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.

SECTION 9. EMPLOYMENT OBLIGATIONS

9.01 Employment Opportunity. CTA, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its general contractors, subcontractors or any Affiliate of the CTA operating in connection with the Project (collectively, with CTA, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to CTA and during the period of any other party's provision of services to CTA in connection with the construction of the Project, to the extent not in conflict with CTA's procurement requirements or applicable federal and state law:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time ("Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Employer ensures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Employer receives Federal assistance awarded by the U.S. DOT or FTA.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate undertaking any portion of the Project, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

9.02 Construction Worker Hours. The CTA may have affirmative action requirements or goals for the Project that impose construction worker hours participation by utilization of minorities and women, respectively. The CTA shall comply, and shall cause its general contractors to comply, therewith.

9.03 [intentionally omitted.]

9.04 DBE Requirements. The CTA agrees to require all contractors to comply with applicable DBE requirements provided in the contracts related to the Project.

For purposes of this Section 9.04, "DBE(s)" shall mean disadvantaged business enterprises certified as such by the Illinois Universal Certification Program, of which CTA is a member, pursuant to the U.S. Department of Transportation regulations set forth at 49 CFR Part 26.

SECTION 10. INDEMNIFICATION

Except for the City's own negligence or wrongful acts, the CTA shall release, indemnify and hold harmless, to the maximum extent permitted by law, the City and its officials, employees and agents (the "City Indemnitees") from and against any and all claims, suits, liabilities, losses and damages, including court costs and attorneys' fees and expenses incidental thereto, of whatever nature, arising out of or in connection with the CTA's construction of the Project, and any failure of performance or negligent or wrongful performance by the CTA, or any contractor or subcontractor for the CTA, and their respective officers, agents or employees, in connection with the Project, including, but not limited to, claims for damage to property, and/or injury to or death of any person or persons.

SECTION 11. NOTICES

(a) All notices and demands by the CTA to the City shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the City as specified below, or to such other address as the City may from time to time designate by notice to the CTA hereunder:

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) 744-9476 (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)

(b) All notices and demands by the City to the CTA shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the CTA as specified below, or to such other address as the CTA may from time to time designate by notice to the City hereunder:

To the CTA:	President Chicago Transit Authority 567 W. Lake Street Chicago, IL 60661 (312) 681-5000 (312) 681-5005 (Fax)
With copies to:	General Counsel Chicago Transit Authority 567 W. Lake Street Chicago, IL 60661 (312) 681-2900

SECTION 12. GENERAL PROVISIONS

(a) This Agreement constitutes the entire understanding of the parties with respect to the Project and the payment of the City Contribution, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modification of this Agreement shall be binding unless duly accepted and executed by both parties in writing.

(b) This Agreement will be governed in all respects in accordance with the laws of the State of Illinois. A court located in Chicago, Illinois, will hear any disputes which arise hereunder.

(c) Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions of this Agreement. Words of any gender will be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

(d) The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

(e) This Agreement may be executed in one or more counterparts, and all such counterparts will constitute one and the same Agreement.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, through their duly authorized representatives, as of the date set forth at the beginning of this Agreement.

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

____
Andrew J. Mooney, Commissioner

CHICAGO TRANSIT AUTHORITY, a municipal corporation

____
Terry Peterson, Chairman

Exhibit A

Project Description and Budget

[see attached]

PROJECT DESCRIPTION

Quincy Loop Station Improvements Scope Outline

The CTA will receive $15,700,000 of Tax Increment Financing (TIF) District funds for improvements at the Quincy Loop Station. The work will primarily consist of repairs and renewals as well as improvement efforts to make the station accessible.

Primary Scope:

Improvements will include the addition of two elevators. In addition, this project will repair, repaint and refinish interior elements throughout the station houses, and will also paint the exterior of the station houses. The visible structural elements will be abated for lead-based paint and repainted, and the stairway framing will be replaced where required. Lighting will be upgraded and the canopy roof will be repaired where necessary. Cleaning, patching and painting of the canopy structure are also included, along with bird abatement in order to maintain cleanliness on the platform. Please see Project budget attached.

PROJECT BUDGET

[see next page]

Quincy Loop Station - TIF-Eligible Improvements Budget - November 2013

CTA Engineering and General Office		**$ 413,158**
CTA Field Forces		**$ 413,158**
Professional Service Contracts		**$ 3,305,263**
A. Engineering	$ 1,652,632	
B. Construction Manager	$ 1,239,474	
C. Program Management	$ 413,158	
Contract Construction		**$ 8,263,158**
A. New Elevators / ADA access improvement	$ 5,784,211	
B. Replacement of entrance stairs	$ 743,684	
C. Station house improvements, including cleaning, painting, replacement of windows and doors, and bird abatement / protection	$ 165,263	
D. Lighting Improvements, including canopy, station houses, platform, mezzanine, and stairs; New electrical service.	$ 413,158	
E. Repair/painting of mezzanine historic ceilings, new signage, painting of platform rails and stringers, and misc. abatement and painting	$ 1,156,842	
CTA Support Services		**$ 165,263**
Project Contingency		**$ 3,140,000**
Total TIF-Eligible Improvements		**$ 15,700,000**

Exhibit B

[Intentionally Omitted]

Exhibit C

Request for Advancement of City Funds

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The Chicago Transit Authority (the "CTA"), hereby certifies that with respect to that certain Intergovernmental Agreement for the Rehabilitation of the CTA Quincy Loop Station between the CTA and the City of Chicago dated as of __________________ (the "Agreement"):

A.Total costs for the Project (whether or not TIF-Eligible) through ____________ have accrued in the total amount of:

$__________________

B.This paragraph B sets forth and is a true and complete statement of all costs of TIF-Eligible Improvements for the Project incurred by the CTA through ____________ (whether or not City Funds have paid for any portion hereof):

$____________________

C.The CTA anticipates that the following amount of TIF-Eligible Improvements will be incurred by it in connection with the Project during the next calendar quarter, which runs from _________________________ to _____________________:

$_____________________

D.The CTA requests that the City make an advance payment of City Funds to the CTA in the amount of:

$__________________

E.The CTA hereby certifies and covenants to the City that, as of the date hereof:

(i) the pending work that is the subject of the advancement request herein will be performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders; and

(ii) the representations and warranties contained in the Agreement are true and correct and the CTA is in compliance with all applicable covenants contained therein.

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

Chicago Transit Authority, an Illinois municipal corporation

By:___________________________
Name
Title:__________________

Subscribed and sworn before me this ___ day of __________________, ______

____
My commission expires:_________

Agreed and accepted:

City of Chicago, by and through its Department of Housing and Economic Development

____
[name and title]

Date: ________________

Exhibit D

Prior CTA Expenditures

None.

Exhibit E

CTA's DBE Special Conditions of Contract

[Will be attached in the event federal grant funds are applied to the Project]

City of Chicago

A2013-128

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 11/26/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Gonzalo Gradilla and Genaro Romo, Jr. as members of Special Service Area No. 39, Brighton Park-Archer Heights Commission

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 26, 2013

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

Ladies and Gentlemen:

I have appointed Gonzalo Gradilla and Genaro Romo, Jr. as members of Special Service Area No. 39, the Brighton Park-Archer Heights Commission, for terms effective immediately and expiring December 17, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

City of Chicago

O2013-9185

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/26/2013
Sponsor(s):	Emanuel (Mayor) Thompson (16) Mitts (37)
Type:	Ordinance
Title:	Amendment of Chapter 4-64 of Municipal Code by adding new Section 4-64-098 regarding flavored tobacco products and amending Section 4-64-180 (a) No person shall sell tobacco products or accessories within 100 feet of any building, school or child care facility; (b) No person shall sell tobacco products at any location within 500 feet of public, private or parochial elementary school or secondary school
Committee(s) Assignment:	Joint Committee: Finance; Health and Environmental Protection

JT. HEALTH + FINANCE

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Public Health and the Commissioner of Business Affairs and Consumer Protection, I transmit herewith, together with Alderman Thompson and Alderman Mitts, an ordinance amending various provisions of the Municipal Code regarding flavored tobacco products.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, The City of Chicago is a home rule unit of government under Article VII, Section 6 (a) of the Illinois Constitution; and

WHEREAS, Pursuant to its home rule authority, the City may exercise any power and perform any function pertaining to its government and affairs, including promoting the public health; and

WHEREAS, To this end, the City's "Healthy Chicago" agenda seeks to reduce smoking among adults and youth; and

WHEREAS, Tobacco use is the single most preventable cause of disease and death in Chicago and the United States; and

WHEREAS, Tobacco use kills more people than murders, suicide, illegal drugs, alcohol, AIDS, and car crashes combined; and

WHEREAS, A disproportionate number of these deaths occur in minority communities; and

WHEREAS, For each tobacco-related death, another 20 people struggle with one or more serious tobacco-related illnesses, including lung, oral, and pharyngeal cancer, heart disease, and lung diseases such as emphysema and bronchitis; and

WHEREAS, Lifetime smoking and other tobacco use almost always begins before children graduate from high school; and

WHEREAS, According to the Surgeon General of the United States, approximately 90% of adult smokers started by age 18 and almost no one begins smoking after age 21; and

WHEREAS, The connection between children and tobacco is so strong that the United States Food and Drug Administration (FDA) has declared that smoking is "fundamentally a pediatric disease;" and

WHEREAS, In 2009, after the FDA removed candy-flavored cigarettes from the market, the tobacco industry immediately created candy-and fruit-flavored cigarillos and cigars; and

WHEREAS, White Owl blunts and cigarillos come in a variety of flavors including grape, strawberry, wild apple, pineapple, peach, and watermelon; and

WHEREAS, Phillies Sugarillo Cigarillos are advertised with the tagline "When sweet isn't enough;" and

WHEREAS, Swisher Sweets come in kid-friendly flavors like peach, strawberry, tropical fusion, chocolate, grape, and blueberry; and

WHEREAS, With colorful packaging and sweet flavors, these products are often hard to distinguish from the candy displays that they are frequently placed near the cash register in retail outlets; and

WHEREAS, Flavored tobacco products are often sold individually or in two-packs, increasing their affordability and appeal to children; and

WHEREAS, These dangerous and addictive products often cost less than a candy bar or an ice cream cone – at less than $1.00 each, some flavored cigars are affordable to even the youngest customers and are an impulse purchase for many consumers; and

WHEREAS, Like traditional tobacco products, electronic smoking devices, such as e-cigarettes, come in numerous flavors, such as gummy bear, cotton candy, bubble gum, Atomic Fireball, cherry cola, cherry limeade, caramel candy, and orange cream soda; and

WHEREAS, Progress in reducing use of tobacco products among youth is beginning to plateau; and

WHEREAS, Research shows menthol-flavored cigarettes in particular have slowed efforts to reduce youth smoking; and

WHEREAS, There is evidence of the continued advertisement of menthol-flavored products to youth, especially in minority communities; and

WHEREAS, Children aged 12-17 smoke menthol-flavored products more than any other age group; and

WHEREAS, Use of menthol-flavored cigarettes is prevalent among child smokers in the Black (72%), Asian (51%), Hispanic (47%), and white (41%) communities; as well as among young lesbian/gay/bisexual/transgender (LGBT) smokers (71%); and

WHEREAS, The FDA has confirmed that menthol cigarettes are more addictive and harder to quit than unflavored cigarettes; and

WHEREAS, The anesthetic cooling effect of menthol facilitates initiation and early persistence of smoking by youth; and

WHEREAS, Through suppression of respiratory irritation, menthol may facilitate smoke inhalation and promote nicotine addiction and smoking-related morbidities; and

WHEREAS, Researchers at the Harvard School of Public Health have found that the tobacco industry employs "a deliberate strategy to recruit and addict young smokers by adjusting menthol to create a milder experience for the first-time smoker;" and

WHEREAS, Menthol may also inhibit the metabolism of nicotine, resulting in higher rates of addiction; and

WHEREAS, Tobacco retail density around schools has been shown to have a significant impact on the prevalence of youth experimental tobacco use; and

WHEREAS, After controlling for census tract-derived school neighborhood characteristics, Novak & Associates found the density of tobacco retailers in the Chicago area correlated with students' reported tobacco use; and

WHEREAS, A recent study reveals that the tobacco industry engages in predatory targeting of African American youth by increasing promotions for Newport cigarettes by as much as 42% in areas surrounding high schools with predominantly African American students; and

WHEREAS, This research also reveals that the industry lowers their prices for menthol-flavored cigarettes near schools where African American students attend; and

WHEREAS, Because the risk of moving from experimental smoking to habitual smoking is greatest for adolescents, new policies are needed to reduce both the availability of cigarettes and the visibility of cigarette ads in adolescents' environments; and

WHEREAS, Health experts recommend that local governments use zoning and licensing laws to limit tobacco retail density, including limiting the proximity of tobacco outlets near schools; and

WHEREAS, After thoroughly researching the issue, the City of Chicago has concluded that prohibiting the sale of flavored tobacco products within 500 feet of schools is the least-burdensome effective tactic to combat the serious problem of youth tobacco use; now, therefore

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

SECTION 1. Chapter 4-64 of the Municipal Code of Chicago is hereby amended by inserting a new section 4-64-098, as follows:

4-64-098 Flavored tobacco product defined.

As used in this chapter:

"Flavored tobacco product" means any tobacco product that contains a constituent that imparts a characterizing flavor. As used in this definition, the term "characterizing flavor" means a distinguishable taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product, including, but not limited to, tastes or aromas of menthol, mint, wintergreen, chocolate, vanilla, honey, cocoa, any candy, any dessert, any alcoholic beverage, any fruit, any herb, and any spice; provided, however, that no tobacco product shall be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. A public statement or claim made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate such statements, that a tobacco product has or produces a characterizing flavor shall establish that the tobacco product is a flavored tobacco product.

SECTION 2. Section 4-64-180 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-64-180 Prohibited locations.

(a) No person shall sell, give away, barter, exchange, or otherwise deal in tobacco products, tobacco product samples, or tobacco accessories at any place located within 100 feet of any building or other location used primarily as a school, child care facility, or for the education or recreation of children under 18 years of age.

(b) No person shall sell, give away, barter, exchange, or otherwise deal in flavored tobacco products, samples of such products, or accessories for such products at any location that has a property line within 500 feet of the property line of any public, private, or parochial elementary, middle, or secondary school located in the City of Chicago. This subsection does not apply to retail tobacco stores. For purposes of this subsection, "retail tobacco store" has the meaning ascribed to the term in Section 7-32-010.

(c) The commissioner of business affairs and consumer protection and the commissioner of health are each authorized to promulgate any rules necessary to enforce this section.

SECTION 3. This ordinance shall take effect six months after passage and approval.

City of Chicago

O2013-9188

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/26/2013
Sponsor(s):	Emanuel (Mayor) Burke (14)
Type:	Ordinance
Title:	Amendment of Title 7 of Municipal Code and associated code provisions regarding medical cannabis
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ZON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 26, 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, together with Alderman Burke, an ordinance amending the Zoning Code and associated code provisions regarding medical cannabis.

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. Chapter 7-24 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

7-24-099 Possession of cannabis.

(Omitted text is unaffected by this ordinance)

<u>(f) This section shall not apply to possession of medical cannabis by a person in compliance with the Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et seq.</u>

7-24-225 Unlawful drugs in motor vehicle – Impoundment.

(Omitted text is unaffected by this ordinance)

<u>(d) This section shall not apply to the owner of a motor vehicle containing medical cannabis when the medical cannabis within the motor vehicle is possessed in compliance with the Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et seq.</u>

SECTION 2. Chapter 17-5 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

17-5-0207 Use Table and Standards.

USE GROUP		**District**			**Use Standard**	**Parking Standard**
Use Category		**M1**	**M2**	**M3**		
	Specific Use Type					
P= permitted by-right S = special use approval required PD = planned development approval required - = Not allowed						
RESIDENTIAL						
A. Group Living						
1.	Temporary Overnight Shelter	S	S		§ 17-9-0115	§ 17-10-0207-Q
2.	Transitional Shelters	S	S		§ 17-9-0115	§ 17-10-0207-Q

(Omitted text is unaffected by this ordinance)

OTHER						
JJ. Wireless Communication Facilities						
1.	Co-located	P	P	P	§ 17-9-0118	None

						required
2.	Freestanding (Towers)	P	P	P	§ 17-9-0118	None required
KK. Medical Cannabis						
1.	Cultivation Center	S	S	S		§17-10-0207-M
2.	Dispensing Organization	S	S	S		§17-10-0207-M

SECTION 3. Chapter 17-10 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

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)		
RS1 and RS2	2 spaces per unit, provided that off-street parking is not required for detached houses on lots of records that are 33 feet or less in width if the subject lot does not have access to an improved alley and provided further that the Zoning Administrator is authorized to approve an administrative adjustment allowing a minimum of 1 parking space per unit if such reduction will result in more useable open space on the lot (See Sec. 17-13-1003-CC); 1 space per unit for government-subsidized units	None
RS3	2 spaces per unit for detached houses and 1.5 spaces per unit for two-flats, provided that off-street parking is not required for detached houses or two-flats on lots of records that are 33 feet or less in width if the subject lot does not have access to an improved alley and provided further that the Zoning Administrator is authorized to approve an administrative adjustment allowing a minimum of 1 parking space per unit if such reduction will result in more useable open space on the lot (See Sec. 17-13-1003-CC); 1 space per unit for government-subsidized units	None

(Omitted text is unaffected by this ordinance)

17-10-0207-M Parking Group M.
(Retail, Body Art, Eating and Drinking Establishments, Food and Beverage Sales, Participant Sports and Recreation, Fortune Telling, Personal Service, Auto Supply/Accessory Sales, Artist Work ~~or~~ Sales Space, Copying and Reproduction, or Medical Cannabis Cultivation Center or Dispensing Organization)

B, C, M dash 1, 1.5, 2	Health Clubs: as required by Sec. 4-6-020 of the Municipal Code Participant Sports and Recreation: 1 per 10 persons capacity All other: None for first 4,000 square feet then 2.5 spaces per 1,000 square feet	1 per 5 auto spaces
B, C, M dash 3	Health Clubs: as required by Sec. 4-6-020 of the Municipal Code Participant Sports and Recreation: 1 per 10 persons capacity None for first 10,000 square feet then 2.5 spaces per 1,000 square feet	
B, C, M dash 5	Health Clubs: as required by Sec. 4-6-020 of the Municipal Code Participant Sports and Recreation: 1 per 10 persons capacity 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)

SECTION 4. Chapter 17-17 of the Municipal Code of Chicago is hereby amended by adding new sections 17-17-0296.5 and 17-17-0296.7, as follows:

17-17-0200 General Terms.

(Omitted text is unaffected by this ordinance)

17-17-0296 Marquee Sign. A sign incorporated into or attached to a marquee or permanent canopy.

17-17-0296.5 Medical Cannabis Cultivation Center. A facility operated by a person who is registered by the Illinois Department of Agriculture to perform necessary activities to provide only registered medical cannabis organizations with usable medical cannabis.

17-17-0296.7 Medical Cannabis Dispensing Organization. A facility operated by a person who is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered medical cannabis cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational material to registered qualifying patients. For purposes of this definition, "qualifying patient" has the meaning ascribed to that term in the Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/10.

17-17-0297 Mobility Street. Any street officially designated as a mobility street in accordance with Sec. 17-4-0600.

(Omitted text is unaffected by this ordinance)

SECTION 5. This ordinance shall take effect 10 days after its passage and approval.

City of Chicago

A2013-127

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/26/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Laurie A. Sedio as member of Special Service Area No. 3, Southwest Business Growth Area Commission
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 26, 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,

Rahm Emanuel

Mayor

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 26, 2013

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

Ladies and Gentlemen:

I have reappointed Laurie A. Sedio as a member of Special Service Area No. 3, the Southwest Business Growth Area Commission, for a term effective immediately and expiring July 28, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2013-9212

Meeting Date:	11/26/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Scope of services and budget for Special Service Area No. 16
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing a scope of services, budget and management agreements for various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, on July 31, 1996, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as further amended by an ordinance by the City Council on November 20, 1996 (collectively the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 16 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 1996 through and including tax year 2016, not to exceed an annual rate of one percent (1%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, the Establishment Ordinance established the Area as that territory approximately bounded by Madison Street on the north, the John Fitzgerald Kennedy Expressway on the east, Congress Parkway on the south and Green Street on the west; and

WHEREAS, the Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, landscaping, security, maintenance and beautification activities including, but not limited to, the maintenance and lighting of certain public improvements in the form of pillars and pavilions to be erected in the Area, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, notwithstanding any provision of any other ordinance (including but not limited to the Establishment Ordinance) to the contrary, the Department of Housing and Economic Development ("DHED") has heretofore prepared and transmitted to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2014, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2013 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, the DHED anticipates that in the future it will recommend the execution of an agreement with a service provider for the provision of the Special Services in and for the Area in fiscal year 2014 to the City Council; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

SPECIAL SERVICE AREA NUMBER 16
BUDGET

For the fiscal year commencing January 1, 2014 and ending December 31, 2014:

	EXPENDITURES
Service Provider Agreement for the provision of Special Services	$138,342
TOTAL BUDGET REQUEST	$138,342
SOURCE OF FUNDING Tax levy at an annual rate not to exceed one percent (1%) of the equalized assessed value of taxable property within Special Service Area Number 16	$117,383
Carryover funds currently available from prior tax years	$15,159
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any	$5,800

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $117,383 as the amount of the Services Tax for the tax year 2013.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 31, 2013, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2013 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

City of Chicago

O2013-9177

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/26/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Termination of 89th and State Tax Increment Financing (TIF) Redevelopment Project Area
Committee(s) Assignment:	Committee on Finance

FIN.

CITY OF CHICAGO INCORPORATED 4TH MARCH 1837

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 26, 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 termination of the 89th and State Tax Increment Financing Area .

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City Council of the City of Chicago (the "City") adopted ordinances in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act") on April 1, 1998: (1) approving a tax increment redevelopment project and plan for the 89th & State Redevelopment Project Area (the "Area"); (2) designating the Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Area; and

WHEREAS, pursuant to Section 8 of the Act, when redevelopment projects costs for a redevelopment project area, including without limitation all municipal obligations financing redevelopment project costs incurred under the Act, have been paid, all surplus funds then remaining in the special tax allocation fund for a redevelopment project area designated under the Act shall be distributed by being paid by the municipal treasurer to the State of Illinois Department of Revenue, the municipality and the county collector; first to the Department of Revenue and the municipality in direct proportion to the tax incremental revenue received from the State of Illinois and the municipality, but not to exceed the total incremental revenue received from the State or the municipality less any annual surplus distribution of incremental revenue previously made; with any remaining funds to be paid to the county collector who shall immediately thereafter pay said funds to the taxing districts in the redevelopment project area in the same manner and proportion as the most recent distribution by the county collector to the affected districts of real property taxes from real property in the redevelopment project area; and

WHEREAS, furthermore, pursuant to Section 8 of the Act, upon the payment of all redevelopment project costs, the retirement of obligations, the distribution of any excess monies pursuant to Section 8 of the Act, and final closing of the books and records of the redevelopment project area, the municipality shall adopt an ordinance dissolving the special tax allocation fund for the redevelopment project area and terminating the designation of the redevelopment project area as a redevelopment project area under the Act; and

WHEREAS, furthermore, pursuant to Section 8 of the Act, municipalities shall notify affected taxing districts prior to November 1 if a redevelopment project area is to be terminated by December 31 of that same year; and

WHEREAS, the City has, prior to November 1, 2013, notified the affected taxing districts of the proposed termination of the Area as a redevelopment project area, in accordance with the provisions of the Act; and

WHEREAS, with respect to the Area, by December 31, 2013 all redevelopment projects for which redevelopment project costs have been paid or incurred shall be completed, all obligations relating thereto shall be paid and retired, and, subject to Section 3 of this Ordinance, all excess monies, if any, shall be distributed; and

WHEREAS, subject to Section 3 of this Ordinance, the City shall accomplish the final closing of the books and records of the Area; and

WHEREAS, in accordance with the provisions of Section 8 of the Act, the City desires to dissolve the special tax allocation fund for the Area (the "Special Fund") and terminate the designation of the Area as a redevelopment project area as of December 31, 2013; now, therefore,

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

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

Section 2. The designation of the Area legally described on Exhibit A attached hereto and otherwise depicted on Exhibit B attached hereto shall be terminated as of December 31, 2013. The list of parcels comprising the Area is attached hereto as Exhibit C.

Section 3. Notwithstanding Section 2 hereof, it is anticipated that the City will continue to receive incremental property taxes for assessment year 2012/collection year 2013. Accordingly, although the designation of the Area is repealed by Section 2 hereof, the City will continue to maintain the Special Fund for the limited purpose of receiving any remaining incremental property taxes for assessment year 2012/collection year 2013. Pursuant to the Act, upon receipt of such taxes, the City shall calculate and declare surplus revenue, and shall return surplus revenue to the Cook County Treasurer in a timely manner for redistribution to the local taxing districts that overlap the Area. Thereupon, the Special Fund shall be considered to be dissolved.

Section 4. The method of calculating and allocating property tax increment by the County of Cook pursuant to the Act for the parcels listed on Exhibit C shall be terminated from and after December 31, 2013.

Section 5. The Commissioner of the Department of Housing and Economic Development (the "Commissioner"), or a designee thereof, is authorized to execute any documents and take any steps necessary to terminate the designation of the Area pursuant to this Ordinance and the Act on behalf of the City, and the previous execution of any documents and the previous taking of any steps necessary to terminate the designation of the Area pursuant to the Act by the Commissioner, or a designee thereof, on behalf of the City are hereby ratified.

Section 6. This Ordinance shall be in full force and effect upon its passage.

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 8. All ordinances (including but not limited to the three ordinances identified in the first recital hereof), resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent of their conflict.

Exhibit A, Area Description
(see attached)

Legal Description Of The Area.

That part of the northeast quarter of Section 4 together with part of the northwest quarter of Section 3, all in Township 37 North, Range 14 East of the

Third Principal Meridian, described as follows:

beginning at the point of intersection of the southerly line of the Chicago, Rock Island & Pacific Railroad with the west line of South State Street, said west line being a line drawn 33 feet west of and parallel with the west line of the northwest quarter of said Section 3; thence north 00 degrees, 02 minutes, 43 seconds west along said west line of South State Street, 1,058.51 feet to the point of intersection with the north line of East 89th Street, said north line being a line drawn 33 feet north of and parallel with the north line of the southwest quarter of the northwest quarter of said Section 3; thence north 89 degrees, 58 minutes, 00 seconds east along said north line of East 89th Street, 1,405.60 feet to the point of intersection with the east line of South Indiana Avenue, said east line being a line drawn 50 feet east of and parallel with the east line of the southwest quarter of the northwest quarter of said Section 3; thence south 00 degrees east along said east line of South Indiana Avenue, 1,352.86 feet to the point of intersection with the aforementioned southerly line of the Chicago, Rock Island & Pacific Railroad; thence westerly along said southerly line of the Chicago, Rock Island & Pacific Railroad, 1,438.95 feet, said southerly line being the arc of a circle convex northerly, having a radius of 5,680 feet and whose chord bears north 78 degrees, 11 minutes, 50 seconds west 1,435.10 feet to the point of beginning, in Cook County, Illinois.

Containing 37.892 acres more or less.

Exhibit B, Area Map
(see attached)

Project Boundary.

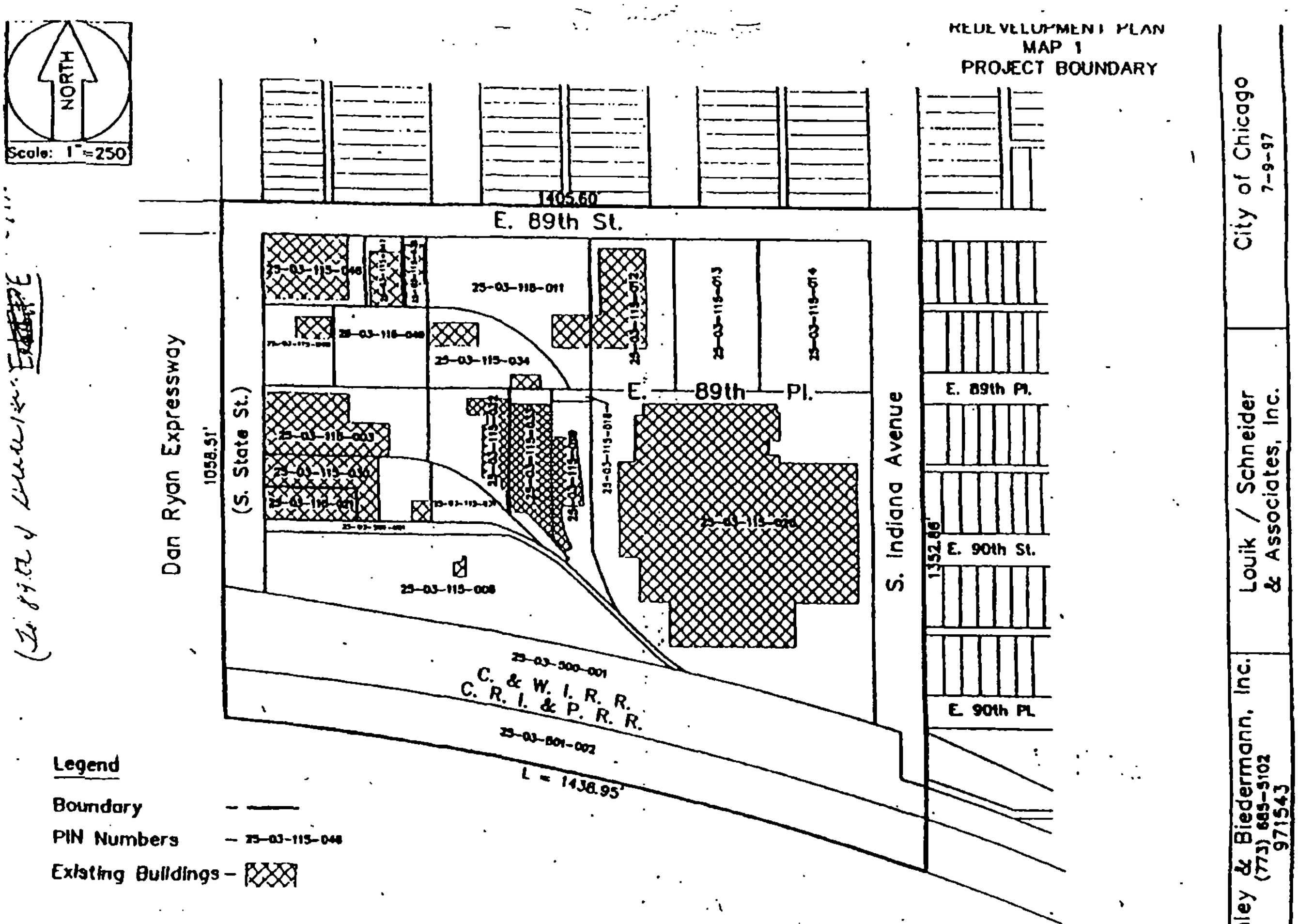

Exhibit C, List of Parcels within the Area
(see attached)

PIN14	PIN10	PINA	PINSA	PINB	PINP	PINU
25031300890000	2503130089	25	3	130	89	0
25031300190000	2503130019	25	3	130	19	0
25031300280000	2503130028	25	3	130	28	0
25031300320000	2503130032	25	3	130	32	0
25031300030000	2503130003	25	3	130	3	0
25031300500000	2503130050	25	3	130	50	0
25031300440000	2503130044	25	3	130	44	0
25031150330000	2503115033	25	3	115	33	0
25031300730000	2503130073	25	3	130	73	0
25031300760000	2503130076	25	3	130	76	0
25031310110000	2503131011	25	3	131	11	0
25031310230000	2503131023	25	3	131	23	0
25031310260000	2503131026	25	3	131	26	0
25031310090000	2503131009	25	3	131	9	0
25031310050000	2503131005	25	3	131	5	0
25031320040000	2503132004	25	3	132	4	0
25035010020000	2503501002	25	3	501	2	0
25031300970000	2503130097	25	3	130	97	0
25031300960000	2503130096	25	3	130	96	0
25031300880000	2503130088	25	3	130	88	0
25031300670000	2503130067	25	3	130	67	0
25031150470000	2503115047	25	3	115	47	0
25031300180000	2503130018	25	3	130	18	0
25031300200000	2503130020	25	3	130	20	0
25031300210000	2503130021	25	3	130	21	0
25031300220000	2503130022	25	3	130	22	0
25031300260000	2503130026	25	3	130	26	0
25031300310000	2503130031	25	3	130	31	0
25031300020000	2503130002	25	3	130	2	0
25031300480000	2503130048	25	3	130	48	0
25031300380000	2503130038	25	3	130	38	0
25031150480000	2503115048	25	3	115	48	0
25031300070000	2503130007	25	3	130	7	0
25031150320000	2503115032	25	3	115	32	0
25031300780000	2503130078	25	3	130	78	0
25031300680000	2503130068	25	3	130	68	0
25031310200000	2503131020	25	3	131	20	0
25031320130000	2503132013	25	3	132	13	0
25031320170000	2503132017	25	3	132	17	0
25031150510000	2503115051	25	3	115	51	0
25035000020000	2503500002	25	3	500	2	0
25031300950000	2503130095	25	3	130	95	0
25031150460000	2503115046	25	3	115	46	0
25031300100000	2503130010	25	3	130	10	0
25031300230000	2503130023	25	3	130	23	0
25031300350000	2503130035	25	3	130	35	0
25031300040000	2503130004	25	3	130	4	0
25031300560000	2503130056	25	3	130	56	0
25031300470000	2503130047	25	3	130	47	0
25031300400000	2503130040	25	3	130	40	0
25031300720000	2503130072	25	3	130	72	0

25031300740000	2503130074	25	3	130	74	0
25031310120000	2503131012	25	3	131	12	0
25031310170000	2503131017	25	3	131	17	0
25031310100000	2503131010	25	3	131	10	0
25031320050000	2503132005	25	3	132	5	0
25031150500000	2503115050	25	3	115	50	0
25031320060000	2503132006	25	3	132	6	0
25031320180000	2503132018	25	3	132	18	0
25035010030000	2503501003	25	3	501	3	0
25031300660000	2503130066	25	3	130	66	0
25031300940000	2503130094	25	3	130	94	0
25031300930000	2503130093	25	3	130	93	0
25031150300000	2503115030	25	3	115	30	0
25031300920000	2503130092	25	3	130	92	0
25031300870000	2503130087	25	3	130	87	0
25031300120000	2503130012	25	3	130	12	0
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25031300150000	2503130015	25	3	130	15	0
25031300170000	2503130017	25	3	130	17	0
25031300250000	2503130025	25	3	130	25	0
25031300590000	2503130059	25	3	130	59	0
25031300580000	2503130058	25	3	130	58	0
25031300570000	2503130057	25	3	130	57	0
25031300410000	2503130041	25	3	130	41	0
25031300800000	2503130080	25	3	130	80	0
25031300810000	2503130081	25	3	130	81	0
25031300820000	2503130082	25	3	130	82	0
25031300620000	2503130062	25	3	130	62	0
25031300690000	2503130069	25	3	130	69	0
25031310240000	2503131024	25	3	131	24	0
25031310030000	2503131003	25	3	131	3	0
25031310040000	2503131004	25	3	131	4	0
25031320070000	2503132007	25	3	132	7	0
25031320100000	2503132010	25	3	132	10	0
25031300980000	2503130098	25	3	130	98	0
25031300850000	2503130085	25	3	130	85	0
25031150310000	2503115031	25	3	115	31	0
25031150380000	2503115038	25	3	115	38	0
25031300140000	2503130014	25	3	130	14	0
25031300240000	2503130024	25	3	130	24	0
25031300600000	2503130060	25	3	130	60	0
25031300550000	2503130055	25	3	130	55	0
25031300490000	2503130049	25	3	130	49	0
25031300700000	2503130070	25	3	130	70	0
25031300750000	2503130075	25	3	130	75	0
25031310250000	2503131025	25	3	131	25	0
25031320110000	2503132011	25	3	132	11	0
25031310010000	2503131001	25	3	131	1	0
25031310280000	2503131028	25	3	131	28	0
25031320150000	2503132015	25	3	132	15	0
25031310060000	2503131006	25	3	131	6	0
25031300910000	2503130091	25	3	130	91	0

25031300010000	2503130001	25	3	130	1	0
25031300110000	2503130011	25	3	130	11	0
25031300270000	2503130027	25	3	130	27	0
25031300290000	2503130029	25	3	130	29	0
25031300330000	2503130033	25	3	130	33	0
25031300060000	2503130006	25	3	130	6	0
25031300510000	2503130051	25	3	130	51	0
25031300460000	2503130046	25	3	130	46	0
25031300430000	2503130043	25	3	130	43	0
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25031300360000	2503130036	25	3	130	36	0
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25031310140000	2503131014	25	3	131	14	0
25031310160000	2503131016	25	3	131	16	0
25031310180000	2503131018	25	3	131	18	0
25031320120000	2503132012	25	3	132	12	0
25031320020000	2503132002	25	3	132	2	0
25035000010000	2503500001	25	3	500	1	0
25031300650000	2503130065	25	3	130	65	0
25031300900000	2503130090	25	3	130	90	0
25031300860000	2503130086	25	3	130	86	0
25031300840000	2503130084	25	3	130	84	0
25031300160000	2503130016	25	3	130	16	0
25031300050000	2503130005	25	3	130	5	0
25031300530000	2503130053	25	3	130	53	0
25031300450000	2503130045	25	3	130	45	0
25031300420000	2503130042	25	3	130	42	0
25031300370000	2503130037	25	3	130	37	0
25031300080000	2503130008	25	3	130	8	0
25031150030000	2503115003	25	3	115	3	0
25031300710000	2503130071	25	3	130	71	0
25031300790000	2503130079	25	3	130	79	0
25031310130000	2503131013	25	3	131	13	0
25031310210000	2503131021	25	3	131	21	0
25031310220000	2503131022	25	3	131	22	0
25031310270000	2503131027	25	3	131	27	0
25031310080000	2503131008	25	3	131	8	0
25031310020000	2503131002	25	3	131	2	0
25031320160000	2503132016	25	3	132	16	0
25031310070000	2503131007	25	3	131	7	0
25031320080000	2503132008	25	3	132	8	0
25031320090000	2503132009	25	3	132	9	0
25031300640000	2503130064	25	3	130	64	0
25031300300000	2503130030	25	3	130	30	0
25031300340000	2503130034	25	3	130	34	0
25031300540000	2503130054	25	3	130	54	0
25031300520000	2503130052	25	3	130	52	0
25031150490000	2503115049	25	3	115	49	0
25031300090000	2503130009	25	3	130	9	0

25031300830000	2503130083	25	3	130	83	0
25031150210000	2503115021	25	3	115	21	0
25031310150000	2503131015	25	3	131	15	0
25031310190000	2503131019	25	3	131	19	0
25031320030000	2503132003	25	3	132	3	0
25031320010000	2503132001	25	3	132	1	0
25031320140000	2503132014	25	3	132	14	0