



Office of the City Clerk City of Chicago

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Legislation Referred to Committees at the Chicago City Council Meeting 3/13/2013

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
1	O2013-2290	Amendment of Chapters 4-60 and 4-156 of Municipal Code conforming processes and other requirements	Emanuel, Rahm (Mayor) And Others	License
Agreement(s) - Intergovernmental				
2	O2013-1604	Intergovernmental agreement with Board of Education regarding sewer easement for new Jones High School	Emanuel, Rahm (Mayor)	Housing
3	O2013-1607	Intergovernmental agreement with Chicago Transit Authority regarding traffic control services in conjunction with Red Line Renovation Project	Emanuel, Rahm (Mayor)	Budget
Agreement(s) - Lease				
4	O2013-1860	Lease agreement with County of Cook for use of building at 937 N Wood St	Emanuel, Rahm (Mayor)	Housing
Appointment(s)				
5	A2013-22	Appointment of Sam L. Giarratano as member of Special Service Area No. 8, Lakeview East Commission	Emanuel, Rahm (Mayor)	Finance
6	A2013-27	Appointment of Sean P. Connolly as member of Special Service Area No. 54, Sheridan Road Commission	Emanuel, Rahm (Mayor)	Finance
7	A2013-28	Appointment of William W. Towns as member of Chicago Community Land Trust Board	Emanuel, Rahm (Mayor)	Housing
8	A2013-29	Appointment of Michael Jasso as member of Chicago Community Land Trust Board	Emanuel, Rahm (Mayor)	Housing
9	A2013-36	Appointment of Benjamin Dieterich as member of Chicago Emergency Telephone System Board	Emanuel, Rahm (Mayor)	Public Safety
Bonds & Bond Issues				
10	O2013-1791	Inducement language for 2013 general obligation bond issuance	Emanuel, Rahm (Mayor)	Finance
Enterprise Zones				
11	O2013-1617	Extension of termination date for Enterprise Zones I through V to increase development and rehabilitation of depressed areas	Emanuel, Rahm (Mayor)	Finance
Fund 925 Amendment(s)				
12	O2013-1605	Amendment of Annual Appropriation Ordinance within Fund No. 925	Emanuel, Rahm (Mayor)	Budget

Legislation Referred to Committees at the Chicago City Council Meeting

3/13/2013

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Municipal Code Amendment(s)				
13	O2013-1606	Amendment of Chapter 4-236 of Municipal Code regarding parking garage tax	Emanuel, Rahm (Mayor)	Finance
14	O2013-1645	Amendment of Chapter 5-16 of Municipal Code regarding utility cost disclosures	Emanuel, Rahm (Mayor)	License
15	O2013-1805	Amendment of Section 1-4-145 of Municipal Code regarding failure to appear at Department of Administrative hearing	Emanuel, Rahm (Mayor)	Public Safety
16	O2013-2293	Amendment of Chapter 2-92 of Municipal Code regarding work performed by residents of construction project areas	Emanuel, Rahm (Mayor)	Budget
Property - Acquisition				
17	O2013-1773	Acquisition of property in conjunction with proposed Orange Line extension southward to Ford City shopping mall	Emanuel, Rahm (Mayor)	Housing
Reappointment(s)				
18	A2013-23	Reappointment of Rolando J. Esparza as member of Special Service Area No. 22, Andersonville Commission	Emanuel, Rahm (Mayor)	Finance
19	A2013-24	Reappointment of Jacqueline E. Vassar as member of Special Service Area No. 32, Auburn Gresham Commission	Emanuel, Rahm (Mayor)	Finance
20	A2013-25	Reappointment of Samuel S. Marts and Brent A. Norsman as members of Special Service Area No. 33, Wicker Park and Bucktown Commission	Emanuel, Rahm (Mayor)	Finance
21	A2013-26	Reappointment of Margaret A. O' Connell as member of Special Service Area No. 44, 103rd Street Beverly Commission	Emanuel, Rahm (Mayor)	Finance
22	A2013-30	Reappointment of Patricia Abrams, Joel Bookman, Edward H. Jacob, Brenda Palms Barber, Guacolda E. Reyes and Marva E. Williams as members of Chicago Community Land Trust Board	Emanuel, Rahm (Mayor)	Housing
23	A2013-35	Reappointment of Malcolm Bush, Wayne L. Gordon, Thomas J. McNulty, Ellen K. Sahli and Richard L. Tolliver as members of Low-Income Housing Trust Fund Board	Emanuel, Rahm (Mayor)	Housing
24	A2013-37	Reappointment of Steve E. Georgas as member of Chicago Emergency Telephone System Board	Emanuel, Rahm (Mayor)	Public Safety



Office of the City Clerk



O2013-2290

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor) Graham, Deborah L. (29) Mitts, Emma (37)
Type:	Resolution
Title:	Amendment of Chapters 4-60 and 4-156 of Municipal Code conforming processes and other requirements
Committee(s) Assignment:	Committee on License and Consumer Protection



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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 and the Local Liquor Control Commissioner, I transmit herewith, together with Alderman Graham and Alderman Mitts, an ordinance amending Chapters 4-60 and 4-156 of the Municipal Code conforming processes and other 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 4-60-040 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and inserting the language underscored, as follows:

4-60-040 License – Application and issuance procedures.

(Omitted text is unaffected by this ordinance)

(c) (1) ~~At the time an application is originally filed~~ During the application process for a liquor license or for an expanded establishment amended liquor license, the applicant shall pay the license fee as required by Section 4-5-010, and, no later than 30 days after payment of the license fee, shall submit to the department of business affairs and consumer protection all required documentation, as prescribed by the rules and regulations of the department, necessary to complete the liquor license application. If the applicant submits all required documentation in a timely manner, the local liquor control commissioner shall review the application materials and any written objections to the granting of the license and shall approve or deny the application within 60 days after all required documentation has been submitted. If the applicant fails to submit all required documentation in a timely manner, the commissioner of business affairs and consumer protection shall deem the application to be incomplete and shall suspend all further processing of the application unless the applicant reactivates the application within six months after payment of the license fee ~~the original application is filed~~ by (i) submitting all required documentation necessary to complete the application process, and (ii) paying a \$500.00 license application reactivation fee which the commissioner of business affairs and consumer protection is authorized to assess. If the applicant reactivates the license application in accordance with the requirements of this subsection, the local liquor control commissioner shall review the application materials and any written objections to the granting of the license and shall approve or deny the application within 60 days after all required documentation has been submitted and the license application reactivation fee paid. If the commissioner of business affairs and consumer protection deems the liquor license application to be incomplete and the applicant fails to reactivate the application in accordance with the requirements of this subsection, or, if the applicant withdraws the application, the application shall expire and the applicant shall forfeit the license fee and, if applicable, the license application reactivation fee. If the liquor license application expires or is withdrawn, a new application for a liquor license, accompanied by the license fee and all required documentation prescribed by the rules and regulations of the department of business affairs and consumer protection, shall be required to obtain a liquor license under this chapter.

(2) ~~At the time an application for a liquor license is originally filed or subsequently renewed, the~~ Prior to the approval or renewal of a liquor license, an applicant or licensee shall provide proof to the department of business affairs and consumer protection that the applicant or licensee has obtained liquor liability (dramshop) insurance for the operation of the premises described in such application or license in the aggregate amount of \$300,000.00, issued by an insurer authorized to insure in Illinois. The insurance policy required by this subsection shall be for a term of at least 12 months, and shall be co-extensive with the first 12 months of the

applicable license period. Thereafter, the licensee shall continue to maintain such insurance policy in full force and effect for the duration of the two-year license period. The licensee shall keep proof of the required insurance on the licensed premises at all times and, upon demand, shall produce such proof for inspection by an authorized city official. Each policy of insurance required under this subsection shall include a provision requiring 30 days' advance notice to the local liquor control commissioner prior to termination or lapse of the policy. Failure to comply with the requirements of this subsection shall be grounds for the suspension or revocation of the license for a single offense in accordance with the requirements of Section 4-4-280 of this Code.

(3) No original or renewal license or expanded establishment amended liquor license shall be issued to any applicant or licensee if any person owning, either directly or indirectly, more than five percent of the interest in the applicant or licensee owes a debt within the meaning of Section 4-4-150(a) of this Code.

(d) ~~At the time of filing an initial application~~ Prior to the approval of for a retailer's license for the sale of alcoholic liquor, each new applicant or manager of an applicant that is a corporation, limited liability company, partnership or club shall provide evidence to the local liquor control commissioner that such person has successfully completed a beverage alcohol sellers and servers education and training program (hereinafter "alcohol sellers training program") pursuant to the Illinois Alcoholism and Other Drug Dependency Act, as amended.

A copy of the certificate of completion from an "alcohol sellers training program" shall be posted in a conspicuous place within the licensed establishment of a person newly licensed to sell alcoholic liquor. The certificate of completion from an "alcohol sellers training program" shall be valid for a period of three years from its date of issuance. Each such person required to obtain the certificate provided herein shall renew such certificate every three years.

(e) ~~When an application is received by the commissioner of business affairs and consumer protection~~ Upon payment of the license fee for a liquor license or for an expanded establishment amended liquor license, the commissioner of business affairs and consumer protection shall, within five days thereafter, cause to be published in a daily newspaper of general circulation in the city four times over a two-week period, a notice (i) stating that application has been made for a city retailer's license for the sale of alcoholic liquor; and (ii) specifying the type of license sought by the applicant, the date the license fee was paid application was filed, the applicant's name, and the street number and location of the premises covered by the application. The notice shall also state that any objection to the granting of the license shall be made to the local liquor control commissioner, in writing, signed by the objector, within 40 35 days from the date the license application was filed fee was paid, and shall set forth the specific grounds of the objection. The publication may contain notice of more than one application for a license by different persons for different premises. The cost of publishing the notice shall be paid by the applicant. In addition to the required license fee, the comptroller shall require the applicant to pay, at the time the license fee application is paid filed, a sum sufficient to cover the cost of publication.

(f) Within five days after filing an application payment of the license fee for a liquor license or for an expanded establishment amended liquor license, the applicant shall cause to be posted at the location of the premises described in the application, in a place clearly visible from the public way, a notice in the form prescribed by the commissioner of business affairs

and consumer protection providing the information specified in subsection (e). The applicant shall maintain the notice in place until the local liquor control commissioner has made a decision on the application.

(g) Within five days ~~of receipt of an application~~ after payment of the license fee for a liquor license or for an expanded establishment amended liquor license, the commissioner of business affairs and consumer protection shall cause a written notice to be issued to the alderman of the ward in which the premises described in the application is located, providing the information specified in subsection (e) and the applicant's current telephone number.

(h) The local liquor control commissioner shall review the application materials and any written objections to the granting of the license. The review period for every type of license shall be no fewer than ~~45~~ 35 days and no longer than 90 days after the date the license fee is paid, except that there shall be no time limit on review of an application for a late-hour license or for issuance of a license within an area described in Section 4-60-022 or Section 4-60-023. Notwithstanding the foregoing, there shall be no minimum time for review of an application for a license for a premises located within either O'Hare International Airport or Midway Airport. The local liquor control commissioner shall deny an application if the applicant fails to satisfy the requirements of this chapter, and may deny an application for a city liquor dealer's license if the issuance of such license would tend to create a law enforcement problem, result in or add to an undue concentration of licenses, or have a deleterious impact on the health, safety or welfare of the community in which the licensed premises is to be located. A deleterious impact is presumed to exist whenever there have been a substantial number of arrests within 500 feet of the applicant's premises (measured from the nearest exterior wall of the premises) within the previous two years, unless the applicant has adopted a plan of operation that will provide reasonable assurance that the issuance of the license will not have a deleterious impact.

If the applicant is seeking a liquor license for a premises and the local liquor control commissioner finds that, for the subject premises identified in the application within the previous two years, a license application has been denied under this subsection (h) because the local liquor control commissioner has determined that issuance of the license would have a deleterious impact on the health, safety or welfare of the community, the application must be denied unless the applicant can prove by clear and convincing evidence that he ~~or she~~ has devised a plan of operation that will provide reasonable assurance that the issuance of the license will not have a deleterious impact. In any case in which the local liquor control commissioner finds that an application must be denied under this paragraph, he ~~or she~~ shall notify the applicant of that finding and afford the applicant 20 days in which to submit a plan of operation, and the time for a final ruling on the application shall be stayed until 35 days after the period in which the plan may be submitted has expired. The plan may include conditions upon the applicant's operation of the premises that are useful or necessary to mitigate a deleterious impact, including but not limited to providing security personnel, restricted hours of operation, providing outdoor lighting, the display of signs, providing trash pickup services, or any other reasonable restrictions on business practices. An applicant's failure to adhere to a written plan of operation approved by the commissioner pursuant to this section shall constitute a basis to impose a fine and to suspend or revoke any liquor license subsequently issued, as appropriate. Nothing in this subsection (h) authorizes the issuance of a license when such issuance is prohibited under Section 4-60-180.

(i) No license of any type under this chapter shall be issued prior to the expiration of

45 35 days after the date the license fee is paid; provided, however, that this requirement shall not apply to a license for a premises located within either O'Hare International Airport or Midway Airport.

(Omitted text is unaffected by this ordinance)

4-60-050 Notice and license issuance conditions.

(a) Within five days after the license fee was paid ~~receiving an application under this chapter~~ for a liquor license, the department of business affairs and consumer protection shall serve written notice by first class registered or certified mail on all legal voters residing within 250 feet of the location for which the license is sought. The measurement of such area shall be made from the boundaries of the premises described in the application for which the license is sought, to a radius of 250 feet away. The notice shall state the name of the applicant, the street number and location of the premises for which the license is sought, the type of license sought by the applicant and the date on which the ~~application was filed~~ license fee was paid. The notice shall also state that any objection to the granting of the license sought shall be made to the local liquor control commissioner, in writing, signed by the objector and delivered to the local liquor control commissioner within ~~40~~ 35 days after the date of ~~filing the application~~ license fee was paid, as indicated on the notice, and shall set forth the specific grounds for the objection. The department of business affairs and consumer protection shall also serve such written notice in the manner and within such time limits as herein provided, upon the alderman of the ward in which the premises described in the notice is located.

(Omitted text is unaffected by this ordinance)

SECTION 2: Chapter 4-156 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-156-321, deleting the language stricken through and inserting the language underscored, as follows:

4-156-300 License – Required – Special requirements for establishments catering to minors.

(a) Unless specifically exempted in Section 4-156-305 or subsection (f) of this section, it shall be unlawful for the owner, lessee or manager of any property, or for any other person, to produce, present or conduct thereon, ~~for gain or profit~~, any amusement unless the owner, lessee or manager of such property has first obtained a public place of amusement license. If an amusement is produced, presented or conducted ~~for gain or profit~~ on any property without a valid public place of amusement license first having been obtained, and unless Section 4-156-305 or subsection (f) of this section applies, all of the following persons shall be in violation of this subsection: (1) the owner of the property, (2) the lessee of the property, (3) the manager of the property, (4) the producer of the amusement, (5) the presenter of the amusement and (6) the person conducting the amusement. Each person found in violation of this subsection (a) shall be subject to a fine of up to \$10,000.00.

(Omitted text is unaffected by this ordinance)

4-156-311 Notice requirements; objections.

(a) Within five days of receipt of an application after payment of the license fee for a public place of amusement license, the department of business affairs and consumer protection

shall cause a written notice to be sent to the alderman of the ward in which the premises described in the application is located, providing the information specified in Section 4-156-310 and the current telephone number of the applicant.

(b) ~~Within five days of receiving an application after payment of the license fee, the department of business affairs and consumer protection shall serve written notice by first class, registered or certified mail on all legal voters residing within 250 feet of the location for which the license is sought. The measurement of such area shall be made from the boundaries of the premises described in the application for which the license is sought, to a radius of 250 feet away. The notice shall:~~ identify the license being sought and shall state the name of the applicant, the street number and location of the premises for which the license is sought and the date on which the application will be filed. The notice shall include the language of subsection (d)(1) of this section:

(1) identify the license being sought and state the name of the applicant;
(2) identify the address of the premises for which the license is sought;
(3) identify the date on which the license fee was paid; and
(4) advise the recipient that any legal voter residing within 250 feet of the location for which the license is sought may file an objection with the commissioner no later than 35 days after the date the license fee was paid, requesting the commissioner to deny the application on the grounds that the license would have an adverse effect on: (i) the value of the property in the surrounding area; (ii) other commercial or industrial enterprises in the surrounding area; (iii) traffic-flow or parking within the surrounding area; (iv) the character of the surrounding area because of the hours of operation or use; or (v) the health, safety or welfare of the surrounding area. The objection shall be in writing signed by the objector and include the objector's name and address and set forth the grounds for the objection.

(c) ~~Within five days after filing an application payment of the license fee, the applicant shall cause to be posted at the location of the premises for which the license is sought, in a place clearly visible from the public way, a notice stating that an application has been made for a public place of amusement license, the date the application the license fee was paid filed, the name of the applicant and the street number and location of the premises covered by the application. The notice shall also include the language of required by subsection (d)(1) (b)(1)-~~ (4) of this section.

~~(d) (1) Within 30 days of the filing of an application for a public place of amusement license, no less than a majority of the legal voters residing within 250 feet of the location for which the license is sought may file a petition with the department of business affairs and consumer protection requesting the department to deny the license on the grounds that: (i) the license would cause substantial injury to the value of the property in the neighborhood in which it is to be located; (ii) the license would have an adverse effect on other commercial or industrial enterprises in the surrounding area; (iii) the license would have an adverse effect on traffic-flow or parking within the surrounding area; or (iv) the license would have an adverse effect on the character of the surrounding neighborhood because of the hours of operation of use. To be considered the petition shall be delivered no later than 30 days after the date on which the application for the license was filed and shall include the residence address of each person whose signature appears on the petition.~~

Any objection filed pursuant to subsection (b) shall be delivered to the department no

later than 35 days after the date on which the license was paid and shall set forth the grounds for the objection.

~~(2) After the petition signatures have been validated, the director of business affairs and consumer protection shall set a hearing date and shall provide notice of the hearing to the license applicant, to the voters listed on the petition and to the alderman of the ward in which the premises sought to be licensed is located. Notice shall be sent by first class, registered or certified mail. The commissioner of business affairs and consumer protection shall cause to be published, in a daily newspaper of general circulation in the city, a notice stating that a public hearing has been scheduled regarding the application for a public place of amusement license setting forth the address of the premises sought to be licensed and the date, time and location of the hearing. The hearing shall be commenced no later than 30 days after validated signatures have been received by the department of business affairs and consumer protection. The commissioner of business affairs and consumer protection or his designee may deny the license, upon a showing of due cause, for any of the grounds listed in paragraph (1) of this subsection (d). A decision denying a public place of amusement license application pursuant to a hearing conducted under this subsection shall be a final decision subject in appeal in the manner provided by law.~~

The commissioner shall review the application materials, including any objections. The review period for the application shall be no less than 35 days and no more than 90 days after the date the license fee was paid.

(3) (A) The commissioner shall deny an application if the commissioner finds that the approval of the application would give rise to any of the adverse effects set forth in subsection (b). When an application is denied under this subsection (d)(3)(A), the commissioner shall send a written notice to the applicant of the findings which are the basis of the denial and advise the applicant that the applicant may submit a plan of operation within 20 days of the notice. If the applicant submits a plan of operation within the 20-day period, the time for a final ruling on the application shall be extended until 35 days after the date the plan of operation was submitted. A plan of operation may include conditions upon the applicant's operation of the premises that are useful or necessary to mitigate the adverse effects, including but not limited to providing security personnel, restricted hours of operation, providing outdoor lighting, the display of signs, providing trash pickup services, or any other reasonable restrictions on business practices. It shall be a violation if a licensee fails to comply with all requirements of the approved written plan of operation and subject the licensee to a fine pursuant to section 4-156-700, or license suspension or revocation.

(B) For any application for which the license fee is paid on or after March 13, 2013, in addition to any other grounds for denial of an application set forth in this section, the commissioner shall deny an application if the commissioner finds that within the two-year period prior to the date of the application, the premises identified in the application was identified in a prior application for a substantially similar business and the prior application was denied for a finding of an adverse effect on the surrounding area under this section or another similar provision; provided that the commissioner may approve an application if an applicant can prove by clear and convincing evidence that the issuance of the license will not have an adverse effect on the surrounding area. The commissioner shall send a written notice to the applicant of the findings which are the basis of the denial under this subsection and advise the applicant that the applicant may submit evidence that the issuance of the license will not have an adverse

effect on the surrounding area within 20 days of the notice. The evidence may include, but is not limited to:

- (i) a petition with the written support of a majority of the legal voters registered within a radius of 250 feet from the boundaries of the premises for which a license is sought;
- (ii) a traffic study or traffic management plan which sets forth methods to mitigate any potential adverse effect on traffic flow or parking in the surrounding area; or
- (iii) a plan of operation to mitigate any of the adverse effects on the surrounding area which the commissioner found was a basis for a denial pursuant to this section.

If the applicant submits the evidence that the issuance of the license will not have an adverse effect on the surrounding area within the 20-day period, the time for a final ruling on the application shall be extended until 35 days after the date the evidence was submitted.

(34) This section shall not limit the authority of the city or a department or agency of the city to seek denial of an application on the basis of other applicable law.

4-156-320 License – Application – Approval conditions.

(a) Each application and all information required to be furnished in connection therewith or a copy thereof shall be referred for approval to the buildings commissioner, the zoning administrator, and the director in charge of the bureau of fire prevention. The commissioner of ~~business affairs and consumer protection~~ shall require the following individuals to submit to fingerprinting in order to determine whether the issuance of the license is prohibited pursuant to Section 4-156-355: the individual applicant; all officers of an applicant corporation; the three members who own the highest percentage interests of an applicant partnership; the general partners of an applicant limited partnership; the three members who own the highest percentage interests and, in the case of a member-managed limited liability company, the manager of an applicant limited liability company, unless the above listed individuals are already named on a valid liquor license or are named in a liquor license application that has been filed and is being processed for the same premises for which the public place of amusement license is sought.

~~Within 21 days after receipt of the application or copy thereof, and all other information requested of the applicant by any department whose approval is necessary, each department shall certify to the mayor whether or not the place and the applicant complies in every respect with the applicable provisions of this Code relating to that department. No license shall be issued without approval by the mayor.~~

~~The mayor shall review the application and the reports of the departments and shall determine within 14 days after receipt thereof whether or not the subject property complies with the applicable provision of the code; provided, however, that the mayor may extend the period of such review for an additional 15 days to allow completion of the review, if necessary. If the mayor finds that either subject property or the applicant does not comply with applicable provisions of the municipal code, he shall disapprove the application, and the requirements of Chapter 4-4 of this Code relating to disapproval of license applications shall apply.~~

(b) After receiving zoning approval, an applicant for a public place of amusement license

shall pay the license fee at the time of filing the application. No later than 30 days after payment of the license fee, the applicant shall submit to the department all required documentation, as prescribed in the rules and regulations, necessary to complete the application. If the applicant submits all the required documentation within the 30-day period, the commissioner shall review the application and documentation and any written objections to granting the license and shall approve or deny the application within 60 days after all required documentation has been submitted. If the applicant fails to submit all the required documentation within the 30-day period, the application shall be deemed to be incomplete and the commissioner shall suspend all further action on the application unless the applicant reactivates the application within six months after the original application was filed by (1) submitting all required documentation necessary to complete the application, and (2) payment of a reactivation fee of \$500.00.

If the applicant reactivates the license application in accordance with this subsection, the commissioner shall review the application and documentation and any written objections to granting the license and shall approve or deny the application within 60 days after all required documentation has been submitted and the license application reactivation fee is paid.

If the commissioner determines the application to be incomplete and the applicant fails to reactivate the application in accordance with this subsection, or if the applicant withdraws the application, the application shall expire and the applicant shall forfeit the license fee and any license application reactivation fee paid by the applicant.

If the license application expires or is withdrawn, a new application for a public place of amusement license, accompanied by the appropriate license fee, and all required documentation shall be required to obtain a license.

(c) The procedures for the denial of a license set forth in Chapter 4-4 shall apply to the denial of an application for a public place of amusement license.

4-156-321 Contingent approval.

The commissioner is authorized to approve on a contingent basis a public place of amusement license for any application that requires the approval of additional city departments. Upon receipt of a license application, the department shall forward the information to the commissioner and to appropriate departments for review. Upon completion of the commissioner's review, which shall be concluded within 90 days of the date the license fee was paid, the commissioner shall notify the applicant whether the applicant is approved to receive the described license for the subject premises contingent upon the applicant receiving the approval of other necessary departments, such as, but not limited to, the fire department, the department of health and the department of buildings. The contingent approval shall be valid for six months from the date of issuance, but the license shall not issue until all necessary approvals have been received. Nothing in this section shall be construed as authorizing the applicant to produce, present or conduct any amusement until a public place of amusement license is issued.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication; provided that Section 4-156-311(d)(3)(B) shall apply to any application for which a license fee was paid on or after March 13, 2013 and shall apply retroactively to March 13, 2013 and thereafter.



Office of the City Clerk



O2013-1604

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Board of Education regarding sewer easement for new Jones High School
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Board of Education regarding a sewer easement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, The Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes and encourages cooperative agreements between units of Illinois' state and local government; and

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education for the City of Chicago ("BOE"), is a body politic and corporate created by State Statute 105 ILCS 5/34-1 et seq. (2011); and

WHEREAS, BOE acquired the property legally described on Exhibit A below ("Property") for the construction of a new Jones High School ("Jones"); and

WHEREAS, pursuant to 105 ILCS 5/34-20 title to the Property was acquired in the name of the City of Chicago in Trust for Use of Schools; and

WHEREAS, the City and BOE have agreed to the installation of a new sewer *in that portion of* the Property legally described on Exhibit B below ("Easement Parcel") that will transport excess storm water from Jones and from the public alley immediately west of Jones to a City sewer in State Street; and

WHEREAS, The City, through its Department of Water Management, will own the sewer in the alley west of Jones and the sewer in South State Street east of Jones; and

WHEREAS, the City will maintain and operate the sewer in the Easement Parcel after it has been installed because the sewer will be transporting excess storm water from the public alley on the west side of Jones and across the Jones property to the City sewer in South State Street; and

WHEREAS, The Department of Water Management, after due investigation and consideration, has determined that it is in the best interest of the City for BOE to grant, and for the City to accept, an easement in the Easement Parcel for the purpose of maintaining, repairing and replacing the new sewer to be installed therein that will transport excess storm water from the alley west of Jones to the existing public City sewer east of Jones in South State Street; now, therefore,

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

SECTION 1. The forgoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Water Management is hereby authorized to execute, subject to the approval of the Corporation Counsel, a non-exclusive easement grant agreement in the form attached hereto as Exhibit C and any other such documentation as may be necessary to effectuate the transaction described herein.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Exhibit A

Legal Description of (New Jones High School) Property

Lots 14, 15 and 16 in Block 136 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois and

Lots 1, 6 and 7 in Wallis and Butler's Subdivision of Block 135 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and,

Lots 1 through 10, both inclusive, in the Subdivision of Lots 12, 13, 18 and 19 (Except Alley) in the Subdivision of Block 135 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

together with any and all interests in the streets and alleys adjoining the properties described above.

PROPERTY INDEX NUMBERS:

17-16-408-023-0000
17-16-408-024-0000
17-16-408-025-0000
17-16-408-026-0000
17-16-408-027-0000
17-16-408-028-0000
17-16-408-029-0000
17-16-408-030-0000
17-16-408-031-0000
17-16-408-032-0000

COMMON ADDRESS:

644 through 738 South State Street, Chicago, Illinois

NEW JONES HIGH SCHOOL BUILDING ADDRESS:

700 South State Street, Chicago, Illinois

Exhibit B

Legal Description of Easement Parcel and Plat of Easement

THAT PART OF LOT 14 IN BLOCK 136, IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 5.5 FEET ON EACH SIDE OF A CENTER LINE BEING A LINE 10.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 14, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,204 SQUARE FEET OF LAND, MORE OR LESS.

PIN: 17-16-408-023-0000 (Part of)



GREMLEY & BIEDERMANN

A DIVISION OF
PLCS Corporation
LICENSE NO. 164-100322

PROFESSIONAL LAND SURVEYORS

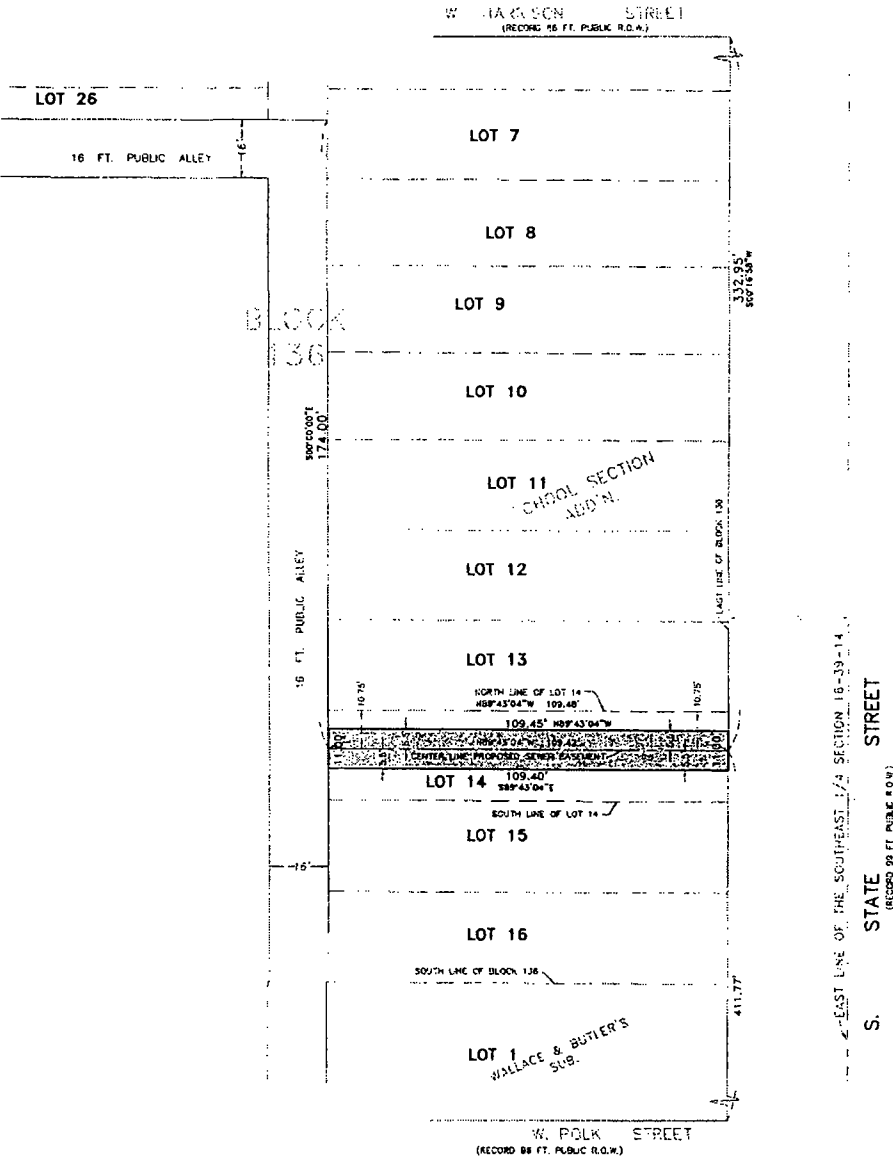
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

EASEMENT EXHIBIT

PROPOSED SEWER EASEMENT:

THAT PART OF LOT 14 IN BLOCK 136, IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 5.6 FEET ON EACH SIDE OF A CENTER LINE BEING A LINE 10.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 14, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,204 SQUARE FEET OF LAND, MORE OR LESS.



CREATED BY: NEAL & LOWE LLC	INDEXED / OFFICE
ADDRESS: JONES COMMERCIAL HIGH SCHOOL	13
CLIENT: GREMLEY & BIEDERMANN	
PROJECT: PLCS CORPORATION	
DATE: JUNE 4, 2012	PAGE NO. 1 OF 1
ORDER NO. 2012-16478-001	SCALE: 1 inch = 20 feet

SURVEY NOTES:
For survey information please see previous Gremlay & Biedermann survey order number 2009-1230C, dated February 20, 2009.
Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by owner and at once report any difference BEFORE damage is done.
NO dimensions shall be assumed by scale measurement upon this plot.
Unless otherwise noted, match the Bearing, Backsight, Elevation, Datum and Coordinate Datum if used is assumed.
COPYRIGHT GREMLEY & BIEDERMANN, INC. 2012 "All Rights Reserved"

STATE OF ILLINOIS
COUNTY OF COOK
WE, GREMLEY & BIEDERMANN, INC. DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS EXHIBIT FOR THE USES AND PURPOSES SET FORTH HEREON. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
SIGNED ON: June 7, 2012
Professional Land Surveyor
STATE OF ILLINOIS
My license expires November 30, 2017

Exhibit C

Form of Easement Grant Agreement

[Attached]

This space reserved for use by Office of the Recorder of Deeds

NON-EXCLUSIVE EASEMENT GRANT AGREEMENT

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO beneficial owner, on behalf of the City of Chicago, in trust for the use of schools, (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government (hereinafter called "Grantee"), acting by and through its Department of Water Management, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois and unto its successors and assigns, a nonexclusive easement (the "Easement") to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, change the size of or abandon in place all or any part of a sewer main or service pipes and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for the proper operation of the sewer (hereinafter called "Sewer Facilities") in, upon, through, under, over, along and across the following described real estate located at 700 South State Street, Chicago, Illinois (the "Real Estate") situated in the County of Cook and State of Illinois:

THAT PART OF LOT 14 IN BLOCK 136, IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 5.5 FEET ON EACH SIDE OF A CENTER LINE BEING A LINE 10.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 14, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,204 SQUARE FEET OF LAND, MORE OR LESS (the "Easement Area").

PIN: 17-16-408-023-0000 (part of).

As depicted on Exhibit A attached hereto (the "Plat of Easement").

This grant of Easement is subject to the following terms and conditions:

1. Grantee shall perform any and all construction and maintenance of the Sewer Facilities in the Easement Area in accordance with all applicable laws governing such construction, and in a safe and a good workman like manner and standard.

2. Grantee, its employees, agents, and assigns shall at all times have free access and ingress to, and egress from, and over said Easement Area to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, change the size of or abandon in place all or any part of said Sewer Facilities. Grantee may not remove or replace the Sewer Facilities in the Easement Area without 60 days notice to Grantor.

3. Grantor retains all of its rights to the use and occupy said Real Estate 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 permanent structure on or over said Real Estate or any part thereof by Grantor, its successors, assigns, licensees or lessees, that interferes with Grantee's Easement rights shall be conclusively deemed to be a use of said Real Estate inconsistent with the Easement herein granted.

4. Grantee agrees to restore any part of the Easement Area which is damaged by Grantee's negligent construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Sewer Facilities, to the condition of the Easement Area immediately before such damage occurred or better; provided, however, that Grantee shall not be obligated to restore any improvements to the surface of the Easement Area.

5. Grantee assumes responsibility for, and shall indemnify, save, and keep harmless the Grantor against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property, arising out of or in any way relating to or occurring in connection with Grantee's failure to maintain or repair the Sewer Facilities or Grantee's use of the Easement, or caused in the performance of any work done by or under the authority of the Grantee by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against the Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefore from the Grantee, the Grantor shall give written notice to Grantee of the commencement of such action, suit or suits, and thereafter Grantee shall assume the defense thereof. Grantee is not precluded from raising any defense or immunity, with respect to third party claims, under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.). Grantee is not required to indemnify Grantor for Grantor's negligence or the negligence of Grantor's officers, agents, employees, consultants, subcontractors or licensees.

6. This is a non-exclusive Easement. Grantor hereby reserves the right to grant easements to other utilities or services which may intersect or transect the Easement granted hereunder. Any easement granted to a utility or service intersecting or transecting the Easement granted hereunder shall be subject to the rights and consent of Grantee, which consent shall not

be unreasonably withheld or delayed and shall not be incompatible with, or interfere with, the continuing use of the Easement granted hereunder.

7. 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 the Grantor: Board of Education of the City of Chicago
125 S. Clark Street, 17th Floor
Chicago, Illinois 60603
Attn: Chief Operating Officer
Fax: (773) 553-4305

Copy to: Neal & Leroy, LLC
203 N. LaSalle, Suite 2300
Chicago, Illinois 60601
Attn: Jeanette Sublett
Fax: (312) 641-5137

If to Grantee: Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611
Attn: Director of Legal Services
Fax: (312) 744-7119

With a copy to: City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Easement Area Division
Fax: 312-742-0277

Notice should be deemed given on the date of receipt.

8. It is agreed that this grant of Easement covers all the agreements between the parties regarding the subject matter hereof and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this grant of Easement.

9. All provisions of this grant of Easement, including the benefits and burdens, shall run with the land and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the Easement Area.

10. The Grantor represents and warrants to the Grantee that Grantor is the true, lawful and sole beneficial owner of the Property and is vested with the right and power to grant the Easement to the Grantee for the purposes set forth herein.

11. The rule of strict construction does not apply to this grant. This grant shall be

given a reasonable construction so that the intention of the parties and the Plat of Easement to confer a commercially usable right of enjoyment on Grantee is carried out.

12. 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.

13. Grantor's address is 125 South Clark Street, Chicago, Illinois, 60603. Grantee's address is Department of Water Management, 1000 E. Ohio Street, Chicago, Illinois 60611.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed this _____ day of _____, 2013.

GRANTOR:

**Board of Education of the City of Chicago
on Behalf of the City of Chicago
in Trust for the Use of the Schools**

By: _____
Name: _____
Chief Administrative Officer

Approved as to Form and Legality:

General Counsel

Authorization:

Board Report 12-0425-OP2
Dated: April 25, 2012

GRANTEE:

**City of Chicago,
an Illinois municipal corporation
and home rule unit of local government**

By: _____
Commissioner
Department of Water Management

Approved as to Form and Legality (except
for legal description):

Acting Deputy Corporation Counsel,
Easement Area and Land Use Division

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, representative of Board of Education of the City of Chicago, is personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 _____, 2013.

Notary Public

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, the commissioner of the City of Chicago ("City") Department of Water Management personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of the City 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 _____, 2013.

Notary Public

Approved as to Form and Legality:

This Instrument Was Prepared By:

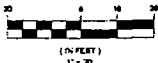
Jeanette Sublett
Neal & Leroy, LLC
203 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
Telephone: (312) 641-7144

(sub) EXHIBIT A to Easement Agreement

SEWER PLAT OF EASEMENT

[Attached]

GRAPHIC SCALE



GREMLEY & BIEDERMANN

A DIVISION OF
PLCS Corporation

LICENSE NO. 184-000322

PROFESSIONAL LAND SURVEYORS

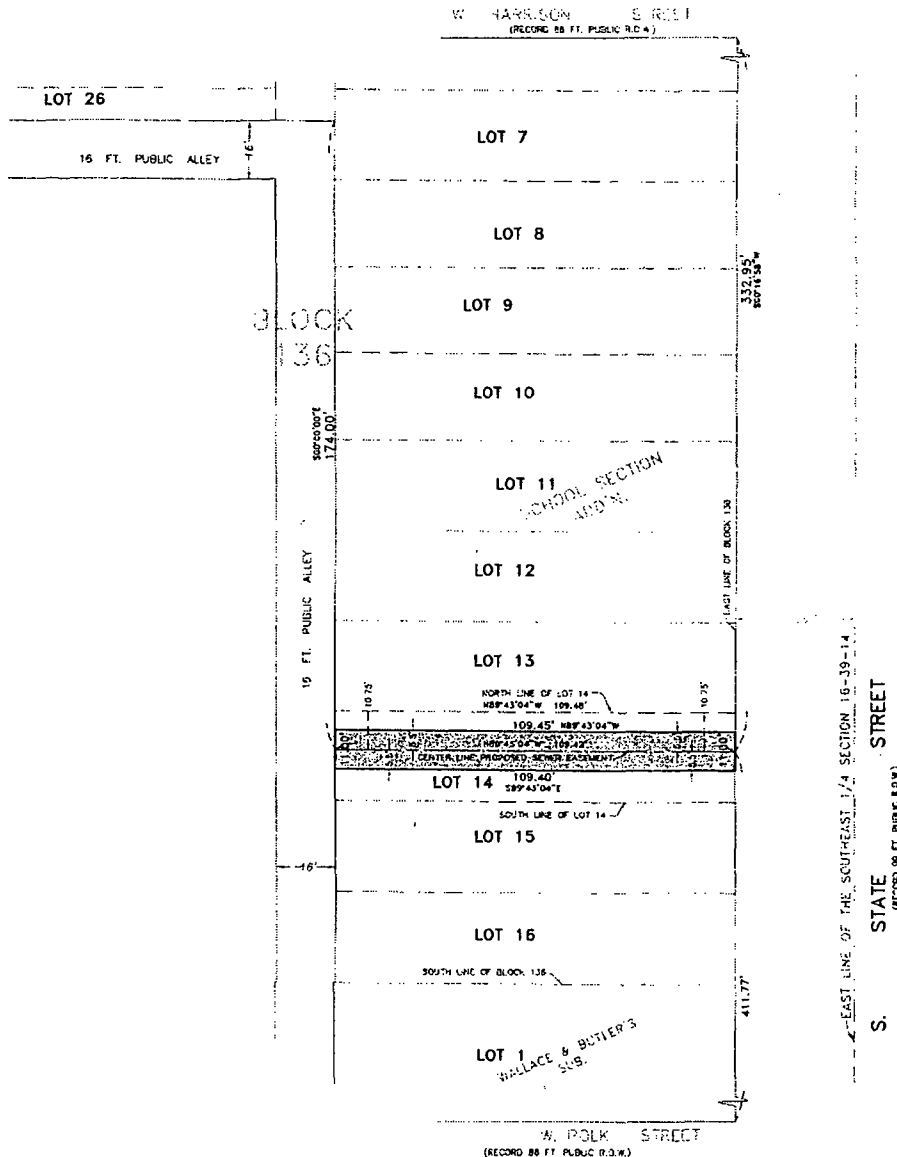
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 280-6184 EMAIL: INFO@PLCS-SURVEY.COM

EASEMENT EXHIBIT

PROPOSED SEWER EASEMENT

THAT PART OF LOT 14 IN BLOCK 136, IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 5.5 FEET ON EACH SIDE OF A CENTER LINE BEING A LINE 10.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 14, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,204 SQUARE FEET OF LAND, MORE OR LESS.



ORDERED BY: NEW B. LEMOY LLC	CHECKED: [initials]
ADDRESS: JONES COMMERCIAL HIGH SCHOOL	
GREMLEY & BIEDERMANN	
PLCS CORPORATION	
LIC. NO. 184-000322	
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630	
TELEPHONE: (773) 685-5102 FAX: (773) 280-6184 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO.: 2012-16478-001	DATE: JUNE 4, 2012
SCALE: 1 inch = 25 FEET	PAGE NO.: 1 OF 1

SURVEY NOTES:

For survey information please see previous Gremlay & Biedermann survey order number 2009-11200, dated February 20, 2009.

Distances are marked in feet and decimal parts thereof. Corners of points BEFORE building by some and at once report any differences BEFORE damage is done.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted herein the Bearing, Angle, Elevation, Distance and Coordinates Datum of use is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2012 "All Rights Reserved"

STATE OF ILLINOIS
COUNTY OF COOK

WE, GREMLEY & BIEDERMANN, INC. DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS EXHIBIT FOR THE USES AND PURPOSES SET FORTH HEREIN. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SIGNED ON: June 7, 2012

PROFESSIONAL ILLINOIS LAND SURVEYOR
My license expires November 30, 2012





Office of the City Clerk



O2013-1607

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Transit Authority regarding traffic control services in conjunction with Red Line Renovation Project
Committee(s) Assignment:	Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

At the request of the Executive Director of Emergency Management and Communications, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority regarding traffic control services in conjunction with the Red Line Renovation Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of local government under 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 duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the CTA will undertake the reconstruction of the southern Red Line (the "Project") from the Cermak-Chinatown station to the 95th/Dan Ryan station (the "Affected Area"); and

WHEREAS, it is anticipated that the Project will increase traffic congestion in and around the Affected Area; and

WHEREAS, the City requested that CTA commit to pay for OEMC Traffic Management Authority Traffic Control Aides Hourly (Title Code 9104) ("TCAHs") to be deployed in and around the Affected Area (including the 95th/Dan Ryan Red Line station, the Garfield Green Line station, and throughout the bus shuttle area north of the 9500 block of South State Street and south of the 5500 block of South Calumet Avenue) during the Project to mitigate such traffic congestion; and

WHEREAS, the City and CTA now desire to enter into an agreement in substantially the form attached hereto as Exhibit 1 (the "Agreement"), under the terms and conditions of which CTA agrees to reimburse the City for the costs of the City's deployment of TCAHs for the Project in the Affected Areas; now, therefore;

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

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The Executive Director of OEMC or his designee (the "Executive Director") is authorized to execute the Agreement in substantially the form attached hereto as Exhibit 1 and such other documents as are necessary in connection therewith. The Agreement shall contain such other terms as the Executive Director deems necessary or appropriate. Payments received from the CTA pursuant to the Agreement shall be appropriated in Fund Number AP45-100-58-58-2705-3462-7450 or such other fund as may be duly designated.

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

SECTION 4. This ordinance takes effect upon passage and approval.

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO TRANSIT AUTHORITY REGARDING TRAFFIC CONTROL AIDES FOR THE RED LINE PROJECT

This Intergovernmental Agreement, made and entered into as of this _____ day of _____, 2013 (this "Agreement") by and between the City of Chicago, a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "City"), acting through its Office of Emergency Management and Communication ("OEMC"), and the Chicago Transit Authority, a municipal corporation duly organized and existing under the laws of the State of Illinois ("CTA").

BACKGROUND INFORMATION

A. The CTA will undertake the reconstruction of the southern Red Line (the "Project") from the Cermak-Chinatown station to the 95th/Dan Ryan station (the "Affected Area"). Funding for the Project will be provided by an "Illinois Jobs Now" capital grant from the State of Illinois Department of Transportation (State Grant No. CAP-12-1011-ILL) awarded to the Regional Transit Authority ("RTA") and subgranted to CTA for this express purpose (RTA Subgrant No. CTA-2012-L1) (collectively, "the Grants").

B. It is anticipated that the Project will increase traffic congestion in and around the Affected Area.

C. The City requested that CTA commit to pay for OEMC Traffic Management Authority Traffic Control Aides Hourly (Title Code 9104) ("TCAHs") to be deployed in and around the Affected Area (including the 95th/Dan Ryan Red Line station, the Garfield Green Line station, and throughout the bus shuttle area north of the 9500 block of South State Street and south of the 5500 block of South Calumet Avenue) during the Project to mitigate such traffic congestion.

D. The City and CTA now desire to enter into this Agreement, under the terms and conditions of which CTA agrees to reimburse the City for the costs of the City's deployment of TCAHs for the Project in the Affected Area.

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above (including but not limited to the definition of terms therein) is hereby incorporated herein by reference and made a part hereof.

SECTION 2. REIMBURSEMENTS

2.1 CTA agrees, during the Project, to reimburse the City, at an hourly rate of \$25.80 per TCAH, for the City's cost of deploying approximately 60, but no more than 100, TCAHs posted in the Affected Area during each of two five-hour shifts per day as determined necessary by OEMC.

Reimbursements will be based on actual TCAH assignment to the Affected Area.

2.2 The City will invoice CTA for reimbursement on a monthly basis. CTA shall pay such invoices within 45 days of receipt. Unless the City notifies CTA otherwise, payments shall be made by check in care of the City's Department of Finance.

SECTION 3. REPRESENTATIONS

CTA and the City each represents to the other that it has full power and authority to enter into and perform its respective obligations under this Agreement and the execution and delivery of this Agreement and the performance of its respective obligations hereunder have been duly authorized by all requisite corporate action.

SECTION 4. TERM

Unless extended or terminated as permitted by the terms of this Agreement, this Agreement shall terminate 30 days after the completion of the Project (as measured by the reopening of the southern Red Line). For purposes of information only it is currently anticipated that the Project will commence on May 19, 2013 and be completed by October 20, 2013.

SECTION 5. INDEMNIFICATION

Subject to any of the indemnity requirements of the Grants, and except for the CTA's own negligence or wrongful acts, the City shall release, indemnify and hold harmless, to the maximum extent permitted by law, the CTA and its directors, officers, employees and agents 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 City's deployment of TCAHs in connection with the Project pursuant to this Agreement and any failure of performance or negligent or wrongful performance by the City and its respective officers, agents or employees (including the TCAHs) in connection with the Project pursuant to this Agreement, including, but not limited to, claims for damage to property and/or injury to or death of any person or persons.

SECTION 6. TERMINATION

5.1 CTA may terminate this Agreement, in whole or in part, for convenience at any time by written notice to the City (a) if the agency or agencies which are granting funds to the CTA for the Project necessitating this Agreement notify the CTA of the termination of either or both of the Grants, or (b) the Project being funded by the Grants is otherwise suspended or discontinued for any reason.

5.2 The parties may terminate this agreement by mutual written agreement.

SECTION 7. 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) [intentionally omitted] (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

IF TO THE CITY: City of Chicago
Office of Emergency Management and Communications
1411 West Madison Street
Chicago, Illinois 60607
Attention: Executive Director

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

IF TO CTA: Chicago Transit Authority
567 West Lake Street
Chicago Illinois 60661

WITH A COPY TO: General Counsel
Chicago Transit Authority
567 West Lake Street
Chicago Illinois 60661

Such addresses may be changed by notice to the other parties 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.

SECTION 8. MODIFICATION

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

SECTION 9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and CTA and supersedes all prior agreements, negotiation and discussion between them.

SECTION 10. WAIVER

Waiver by the City with respect to breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City in writing.

SECTION 11. DISCLAIMER

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party

beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

SECTION 12. HEADINGS

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

SECTION 13. COUNTERPARTS

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.

SECTION 14. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

SECTION 15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

SECTION 16. NON-LIABILITY OF OFFICIALS

No official, employee or agent of the City shall be charged personally by CTA or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 17. ASSIGNMENT

This Agreement, or any portion thereof, shall not be assigned by CTA without the prior written consent of the City, which consent shall not be unreasonably withheld.

SECTION 18. AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2013. Execution of this Agreement by the CTA is authorized by an ordinance passed by the Chicago Transit Board on _____, 2013.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers on or as of the day and year first written above.

CITY OF CHICAGO

By: _____
Executive Director
Office of Emergency Management
and Communications

CHICAGO TRANSIT AUTHORITY

By: _____



Office of the City Clerk



O2013-1860

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Lease agreement with County of Cook for use of building at 937 N Wood St
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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 ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances 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 the County of Cook, as Tenant, governing the use of a building located at 937 North Wood Street; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE ("Lease") is made and entered into this _____ day of _____, 2013 ("Commencement Date") by and between, **THE CITY OF CHICAGO**, a Municipal Corporation and Home Rule Unit of Government (herein referred to as "**Landlord**" or "**City**"), and **THE COUNTY OF COOK**, a Body Politic and Corporate of the State of Illinois (hereinafter referred to as "**Tenant**").

RECITALS

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the building located at 937 North Wood Street together with the adjoining parking lot both as legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the 937 North Wood Street property was previously used as Landlord's 13th District Police Station before these operations were consolidated into a new facility located at 1412 South Blue Island Avenue; and

WHEREAS, Landlord does not have a further municipal use for the 937 North Wood Street property; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 *et. seq.*) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services.

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

SECTION 1. GRANT

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

All of the building located at 937 North Wood Street and comprised of approximately 19,436 square feet of building space together with the adjoining parking lot comprised of approximately 34,000 square feet (PIN 17-06-425-011 – the "Premises").

SECTION 2. TERM

The term of this Lease ("Term") shall commence on the Commencement Date and shall terminate on December 31, 2023 unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

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

LEASE NO. 20263

One Dollar (\$1.00) for the entire Term. The receipt and sufficiency of said sum being herewith acknowledged by both parties.

3.2 Utilities. Tenant shall pay when due all charges for gas, electricity, light, heat, water, sewer, power, telephone or other communication service, and all other utility services used in or supplied to the Premises. Landlord shall assume no responsibility for payment of any utilities or other services provided to the Premises.

3.3 Taxes. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold taxes, real estate taxes, penalties, and interest assessed or levied on the subject Premises as a result of Tenant's occupancy of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the subject Premises. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold taxes, real estate taxes, penalties and interest assessed or levied on the subject Premises on account of Tenant's use of the Premises for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes, penalties, and interest shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

3.4 Accord and Satisfaction. No payment by Tenant or receipt of such by Landlord of a lesser amount than any installment or payment of any amounts 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. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment or to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept, observed, and performed, shall lawfully and quietly hold, occupy, and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2 Tenant's Duty to Maintain Premises and Right of Access. Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order and in compliance

LEASE NO. 20263

with all applicable provisions of the Municipal Code of Chicago. Subject to Section 11.1 hereunder, Tenant acknowledges that Landlord has no repair or maintenance responsibilities with respect to the Premises.

4.3 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, to 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, and not to cause disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to the operation of a warrants office by Tenant's Cook County Sheriff and related law enforcement activities.

4.4 Alterations and Additions. Tenant may make alterations, additions, and improvements to the Premises, provided that any such alterations, additions, and improvements shall be in full compliance with all applicable laws, permit requirements, and codes. In addition, Tenant will comply with all insurance requirements under this Lease including, but not limited to, Section 6.2 (f). Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions, and or improvements. Any alterations, additions, and improvements shall be without cost to Landlord. All permanent improvements shall become Landlord's property at the termination of this Lease. Notwithstanding the above and Section 10.10 herein, the Parties agree that if the Tenant incurs material expense in excess of fifty-thousand and 00/100 Dollars (\$50,000.00) to make improvements to the Premises, or to remove or abate hazardous substances, including asbestos, then Landlord agrees to waive its right to terminate this Lease for a period of five (5) years from the date of completion of such improvements.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant may not sublease the Premises in whole or in part without Landlord's prior written consent. Tenant agrees that any subleases shall require that all sub-lessees indemnify and hold harmless Landlord with respect to all liabilities and that the Landlord shall be listed as an additional insured on their certificates of insurance.

5.2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of the Landlord in and to the Premises, nor shall the interest or estate of the Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

5.3 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 Landlord'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

LEASE NO. 20263

immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord 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, Landlord, at its election, may, but is not obligated to, pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Self-Insurance. Tenant shall secure insurance coverages for each of the insurance requirements as incorporated herein under this Section 6 or Tenant may self-insure for the same types and amounts.

6.2 Insurance. Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this Lease and during any holding over, the insurance coverages and requirements specified below, insuring all operations related to the Lease. 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 Landlord's employees and Employer's Liability coverage with limits of not less than \$500,000 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). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Lease.

c) Professional/ Liability. When any professional consultants perform services in the Premises or in connection with Tenant's use of the Premises, Liability Insurance covering acts, errors or omissions related to such activities must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Tenant shall provide Landlord with copies of the professional licenses and/or certificates for each of the professional consultants performing services in the Premises or in connection with Tenant's use of the Premises.

d) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed,

LEASE NO. 20263

Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

e) All Risk Property Insurance. All risk property insurance coverage shall be maintained by Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee. Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by Tenant. Notwithstanding the above, the Parties agree that if the Premises are substantially damaged or destroyed then Tenant's liability hereunder is limited to the cost of demolition of the Premises rather than the replacement cost of the Premises.

f) All Risk Builders Risk Insurance. When Tenant undertakes any construction, including improvements, betterments, and/or repairs, Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

6.3 Other Terms of Insurance. Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. Tenant shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and Landlord retains the right to terminate the Lease until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to Landlord 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 Tenant.

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

LEASE NO. 20263

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

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

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 by written notice to Tenant, provided that such modifications are commercially reasonable. Tenant shall be given at least ten (10) business days to comply with any reasonable modifications.

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord 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), 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 Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises are damaged or destroyed or a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's or Landlord's opinion, the Premises are rendered untenable, either Landlord or Tenant shall have the option to declare the Lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the 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 his or her position to influence any City governmental decision or action with respect to this Lease.

8.2 Duty to Comply with Governmental Ethics Ordinance. Landlord and 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

LEASE NO. 20263

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 the City of Chicago.

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2024 and the rent shall be the same as listed in Section 3.1 of this Lease. During such holding over all other provisions of this Lease shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

10.1 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 Landlord 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 Landlord as follows:

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

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord 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:

County of Cook
Bureau of Economic Development
Real Estate Management Division
69 West Washington Street, Room 3000
Chicago, Illinois 60602
Attention: Director

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord 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.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant,

LEASE NO. 20263

condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

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

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease 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.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease 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 Lease nor in any way affect this Lease.

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

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease 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.

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

10.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease by providing each other with one-hundred eighty (180) days prior written notice any time after the Commencement Date.

10.11 Force Majeure. When a period of time is provided in this Lease 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.

10.12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of

LEASE NO. 20263

the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

10.13 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

10.14 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of the Lease. Provided, however, that such Amendment(s) shall not serve to extend the Lease 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 Landlord 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 Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

SECTION 11. RESPONSIBILITIES OF TENANT

11.1 Maintenance. Tenant shall provide, at Tenant's expense, engineering service for all maintenance and repair of the Premises, including all structural, mechanical, electrical components, roof, and plumbing components. The parties acknowledge that the Tenant shall secure contracted engineering for the Premises, but that the Tenant shall be unable to provide such services on or before the Commencement Date. The Landlord shall, therefore, continue to provide engineering service to the Premises until such time as the Tenant can secure such services. Landlord's engineering services shall expire on or before June 30, 2013, but shall be subject to any extensions as mutually agreed to in writing by Landlord and Tenant. The Tenant shall reimburse the Landlord for the Landlord's maintenance costs for the Premises including labor and materials.

11.2 Custodial Service. Tenant shall provide custodial services for the Premises. Tenant shall keep the Premises clean and free of debris.

11.3 Tenant Inspection. Tenant has inspected the Premises. Tenant accepts the Premises in "as-is" condition.

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

11.5 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

LEASE NO. 20263

11.6 Alarm Service and Security. Tenant shall pay for monthly alarm service and security if necessary at Tenant's discretion. Tenant is responsible for securing the Premises during the Term and during any holding over period. Tenant's security obligations do not cease until this Lease is terminated, Tenant completely vacates the Premises, Tenant provides Landlord with written notice that Tenant has vacated the Premises, and Tenant receives written notification from Landlord that Landlord has assumed security responsibilities.

11.7 Fire Extinguishers, Smoke Detectors, and Carbon Monoxide Detectors. Tenant shall provide and maintain required fire extinguishers, smoke detectors, and carbon monoxide detectors on the Premises in accordance with applicable laws.

11.8 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from the adjoining sidewalks and parking lot which immediately abut the Premises. Tenant acknowledges that Landlord shall have no responsibilities relative to snow and ice removal.

11.9 Heating. Tenant shall provide and pay for heating to the Premises whenever heating shall be necessary and/or required for the comfortable occupancy of the Premises. Tenant shall maintain all the heating plant and equipment in good operable condition.

11.10 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, third parties, contractors, or sub-contractors.

11.11 Licensing and 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 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 breach of the terms of this Lease. This Lease shall in not act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

11.12 No Alcohol. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises.

11.13 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.14 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, immigration status, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof. Tenant shall not use the Premises for any religious activities.

LEASE NO. 20263

11.15 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to Landlord in a comparable condition to the condition of the Premises at the beginning of Tenant's use, with normal wear and tear excepted.

11.16 Trade Fixtures. Upon termination or cancellation of this Lease, Tenant may remove Tenant's personal property, trade fixtures, and equipment. Tenant shall repair any injury or damage to the Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the Premises, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. Tenant shall pay Landlord the cost of such removal, including the repair of the Premises for such removal, delivery and warehousing. In the alternative, Landlord may treat such property as being conveyed to Landlord with this Lease acting as a bill of sale without further payment or credit by Landlord to Tenant.

11.17 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord in any manner and Landlord shall not undertake any additional duties or services.

11.18 Signage. Tenant may place exterior signage on the Premises, provided, however, that such signage and placement comply with all applicable laws and are approved in writing by the Commissioner of the Department of Fleet and Facility Management.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

LEASE NO. 20263

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

THE CITY OF CHICAGO,
a 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:

COUNTY OF COOK, a Body Politic and Corporate of the State of Illinois

By: _____
President, Cook County Board of Commissioners

County Clerk

County Comptroller

SHERIFF OF COOK COUNTY

Thomas J. Dart

By: _____
Thomas J. Dart

APPROVED AS TO FORM:

Assistant States Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
(Subject to Title Commitment)

LOTS 1 THROUGH 10 IN THE RESUBDIVISION OF BLOCK 13 IN JOHNSTON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 17-06-425-011

Common Address: 937 North Wood Street

937 North Wood Street
The County of Cook
Lease No. 20288

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



Office of the City Clerk



A2013-22

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Sam L. Giarratano as member of Special Service Area No. 8, Lakeview East Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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

March 13, 2013

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

Ladies and Gentlemen:

I have appointed Sam L. Giarratano as a member of Special Service Area No. 8, the Lakeview East Commission, for a term effective immediately and expiring February 15, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-27

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Sean P. Connolly as member of Special Service Area No. 54, Sheridan Road Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have appointed Sean P. Connolly as a member of Special Service Area No. 54, the Sheridan Road Commission, for a term effective immediately and expiring June 6, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-28

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of William W. Towns as member of Chicago Community Land Trust Board
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to the Chicago Community Land Trust Board.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



HSG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have appointed William W. Towns as a member of the Chicago Community Land Trust Board for a term effective immediately and expiring February 1, 2015, to succeed Ernest R. Sawyer, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-29

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Michael Jasso as member of Chicago Community Land Trust Board
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to the Chicago Community Land Trust Board.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have appointed Michael Jasso as a member of the Chicago Community Land Trust Board for a term effective immediately and expiring February 1, 2014, to complete the unexpired term of William F. Little, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-36

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Benjamin Dieterich as member of Chicago Emergency Telephone System Board
Committee(s) Assignment:	Committee on Public Safety

PUB.
SAFE.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to the Chicago Emergency Telephone System Board.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

PVB.
SAF.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have appointed Benjamin Dieterich as a member and chair of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2015, to complete the unexpired term of Peter Gribble.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



O2013-1791

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Inducement language for 2013 general obligation bond issuance
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing inducement language for a 2013 general obligation bond issuance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

AN ORDINANCE expressing official intent regarding expenditures from the funds of the City of Chicago to be reimbursed from proceeds of obligations to be issued by the City of Chicago.

* * *

WHEREAS, the City of Chicago (the "*City*") has financed and further intends to finance the costs described in Exhibit A hereto (collectively, the "*Reimbursement Costs*"); and

WHEREAS, all or a portion of the expenditures relating to the Reimbursement Costs (the "*Expenditures*") (i) have been paid within sixty days prior to the date of passage and approval of this Ordinance or (ii) will be paid on or after the date of passage and approval of this Ordinance; and

WHEREAS, the City reasonably expects to reimburse itself or pay for the Expenditures with proceeds of an obligation or obligations (the "*Obligations*") expected to be issued as general obligation bonds of the City, some or all of which will be tax-exempt under the provisions of the Internal Revenue Code of 1986, as amended; now, therefore,

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

Section 1. The City Council of the City (the "*City Council*") hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. The City reasonably expects to reimburse or pay the Expenditures with proceeds of one or more series of Obligations.

Section 3. The maximum principal amount of the Obligations expected to be issued for the Reimbursement Costs is \$300,000,000.

Section 4. All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

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

Section 6. This Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

EXHIBIT A

REIMBURSEMENT COSTS

1. Public right-of-way infrastructure improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvements and replacement, and curb and gutter repairs and replacement.
2. Infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, streetscaping, median landscaping, demolition of hazardous, vacant or dilapidated buildings that pose a threat to public safety and welfare, shoreline reconstruction, riverbank stabilization, residential and commercial infrastructure redevelopment and railroad viaduct clearance improvements.
3. Transportation improvements (to City facilities and to facilities located within the City limits which are owned by other governmental entities), including street resurfacing, bridge and freight tunnel rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements.
4. Grants or loans to assist not-for-profit organizations or educational or cultural institutions, or to assist other municipal corporations, units of local government, school districts, the State of Illinois or the United States of America.
5. Cash flow needs of the City.
6. The acquisition of personal property, including, but not limited to, computer hardware and software, vehicles or other capital items useful or necessary for City purposes.
7. The duly authorized acquisition of improved and unimproved real property within the City for municipal, industrial, commercial or residential purposes, or any combination thereof, and the improvement, demolition and/or remediation of any such property.
8. Constructing, equipping, altering and repairing various municipal facilities including fire stations, police stations, libraries, senior and health centers and other municipal facilities.
9. The enhancement of economic development within the City by making direct grants or loans to, or deposits to funds or accounts to secure the obligations of, not-for-profit or for-profit organizations doing business or seeking to do business in the City.



Office of the City Clerk



O2013-1617

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Extension of termination date for Enterprise Zones 1 through 5 to increase development and rehabilitation of depressed areas
Committee(s) Assignment:	Committee on Finance

ORDINANCE

WHEREAS, the City Council of the City of Chicago on December 23, 1982, passed an ordinance establishing Enterprise Zone 1, appearing in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") on pages 14288 to 14291 (the "Zone 1 Designating Ordinance"); and amended and appearing in the March 18, 1987 Journal on pages 40461 to 40464; and amended and appearing in the September 14, 1988 Journal on pages 17233 to 17236; and amended and appearing in the August 4, 1993 Journal on pages 36244 to 36248; and amended and appearing in the January 10, 1996 Journal on pages 14448 to 14453; and amended and appearing in the October 1, 1997 Journal on pages 52808 to 52812; and amended and appearing in the December 10, 1997 Journal on pages 58159 to 58165; and amended and appearing in the November 3, 1999 Journal on pages 13223 to 13228; and amended and appearing in the September 4, 2002 Journal on pages 92162 to 92166; and

WHEREAS, the City Council of the City of Chicago on December 23, 1982, passed an ordinance establishing Enterprise Zone 2, appearing in the Journal on pages 14291 to 14293 (the "Zone 2 Designating Ordinance"); and amended and appearing in the June 20, 1984 Journal on pages 7531 to 7533; and amended and appearing in the September 12, 1990 Journal on pages 20248 to 20251; and amended and appearing in the February 4, 1992 Journal on pages 11914 to 11917; and amended and appearing in the December 15, 1992 Journal on pages 26560 to 26565; and amended and appearing in the August 4, 1993 Journal on pages 36247 to 36253; and amended and appearing in the August 3, 1994 Journal on pages 54072 to 54078; and amended and appearing in the September 13, 1995 Journal on pages 6559 to 6564; and amended and appearing in the March 6, 1996 Journal on pages 16308 to 16314; and amended and appearing in the February 7, 1997 Journal on pages 38248 to 38254; and amended and appearing in the July 30, 1997 Journal on pages 49652 to 49659; and amended and appearing in the December 10, 1997 Journal on pages 58159 to 58165; and amended and appearing in the September 4, 2002 Journal on pages 92166 to 92172; and

WHEREAS, the City Council of the City of Chicago on December 23, 1982, passed an ordinance establishing Enterprise Zone 3, appearing in the Journal on pages 14294 to 14296 (the "Zone 3 Designating Ordinance"); and amended and appearing in the May 15, 1985 Journal on pages 16078 to 16082; and amended and appearing in the August 28, 1986 Journal on pages 32926 to 32931; and amended and appearing in the April 25, 1990 Journal on pages 14518 to 14523; and amended and appearing in the June 9, 1993 Journal on pages 33241 to 33247; and amended and appearing in the August 3, 1994 Journal on pages 54079 to 54085; and amended and appearing in the December 21, 1994 Journal on pages 63514 to 63519; and amended and appearing in the January 10, 1996 Journal on pages 14452 and 14454 to 14460; and amended and appearing in the December 10, 1997 Journal on pages 58159 to 58165; and amended and appearing in the February 7, 2001 Journal on pages 51257 to 51265; and amended and appearing in the September 4, 2002 Journal on pages 92172 to 92178; and

WHEREAS, the City Council of the City of Chicago on December 16, 1983, passed an ordinance establishing Enterprise Zone 4, appearing in the Journal on pages 3991 to 3993 (the "Zone 4 Designating Ordinance"); and amended and appearing in the November 6, 1985

Journal on pages 21504 to 21507; and amended and appearing in the July 29, 1987 Journal on pages 2715 to 2718; and amended and appearing in the September 14, 1988 Journal on pages 17237 to 17240; and amended and appearing in the October 25, 1989 Journal on pages 6429 to 6438; and amended and appearing in the October 3, 1990 Journal on pages 21495 to 21499; and amended and appearing in the May 22, 1991 Journal on pages 234 to 240; and amended and appearing in the September 16, 1992 Journal on pages 20597 to 20603; and amended and appearing in the November 5, 1993 Journal on pages 39915 to 39920; and amended and appearing in the January 12, 1995 Journal on pages 64522 to 64528; and amended and appearing in the June 14, 1995 Journal on pages 2185 to 2192; and amended and appearing in the January 14, 1997 Journal on pages 36939 to 36946; and amended and appearing in the December 10, 1997 Journal on pages 58159 to 58165; and amended and appearing in the March 10, 1999 Journal on pages 90130 to 90139; and amended and appearing in the September 4, 2002 Journal on pages 95278 to 95284; and amended and appearing in the November 6, 2002 Journal on pages 95277 to 95285; and

WHEREAS, the City Council of the City of Chicago on December 16, 1983, passed an ordinance establishing Enterprise Zone 5, appearing in the Journal on pages 3992 to 3995 (the "Zone 5 Designating Ordinance"); and amended and appearing in the May 13, 1987 Journal on pages 266 to 268; and amended and appearing in the February 6, 1991 Journal on pages 29400 to 29403; and amended and appearing in the September 11, 1991 Journal on pages 4628 to 4634; and amended and appearing in the March 25, 1992 Journal on pages 13707 to 13711; and amended and appearing in the September 15, 1993 Journal on pages 37372 to 37375; and amended and appearing in the September 14, 1994 Journal on pages 55998 to 56005; and amended and appearing in the September 13, 1995 Journal on pages 6564 to 6569; and amended and appearing in the January 10, 1996 Journal on pages 14459 to 14465; and amended and appearing in the March 26, 1996 Journal on pages 19054 to 19059; and amended and appearing in the December 11, 1996 Journal on pages 35985 to 35990; and amended and appearing in the December 10, 1997 Journal on pages 58159 to 58165; and amended and appearing in the October 7, 1998 Journal on pages 78429 to 78436; and amended and appearing in the September 4, 2002 Journal on pages 92184 to 92189; and amended and appearing in the February 5, 2003 Journal on pages 102786 to 102792; and

WHEREAS, collectively, the Zone 1 Designating Ordinance, the Zone 2 Designating Ordinance, the Zone 3 Designating Ordinance, the Zone 4 Designating Ordinance and the Zone 5 Designating Ordinance shall be referred to hereinafter as the "Enterprise Zone Designating Ordinances"; and

WHEREAS, the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq. ("Illinois Enterprise Zone Act"), has been amended to provide that each enterprise zone established thereunder which is scheduled to expire before July 1, 2016 will have its termination date extended until July 1, 2016; and

WHEREAS, the extension of the termination date of each of the Enterprise Zones to July 1, 2016 will increase the development and rehabilitation of a depressed area of the City; **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. Section 7 of each of the Enterprise Zone Designating Ordinances is hereby amended by deleting the language in brackets and inserting the underlined language, as follows:

“The duration or term of the Zone shall [be 20 calendar years,] expire on July 1, 2016 [except that the duration of City incentives in such zone shall be for the terms provided in the Chicago Enterprise Zone Ordinance].”

SECTION 3. This ordinance shall be effective from and after its passage and publication.

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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 extending the expiration of Enterprise Zones I through V.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



O2013-1605

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Annual Appropriation Ordinance within Fund No. 925
Committee(s) Assignment:	Committee on Budget and Government Operations



BUDG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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 a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the City, through its Chicago Public Library has been awarded state grant funds in the amount of \$300,000 from the Illinois State Library which shall be used for the Patron-Driven Acquisitions Grant; now, therefore,

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

SECTION 1. The sum of \$300,000 not previously appropriated, representing increased grant awards is hereby appropriated from Fund 925 - Grant Funds for the year 2013. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

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

EXHIBIT A

AMENDMENT TO THE 2013 APPROPRIATION ORDINANCE

CODE DEPARTMENT AND ITEM
ESTIMATE OF GRANT REVENUE FOR 2013

STRIKE ADD
AMOUNT AMOUNT

Awards from Agencies of the State of Illinois

\$247,636,000 \$247,936,000

925 - Grant Funds

STRIKE ADD STRIKE ADD STRIKE ADD
AMOUNT AMOUNT AMOUNT AMOUNT AMOUNT AMOUNT
2013 Anticip'd Grant 2013 Anticip'd Grant 2013 Carryover 2013 Carryover 2013 Total 2013 Total

91 Chicago Public Library:
Patron-Driven Acquisitions Grant

\$ 300,000 \$ 300,000



Office of the City Clerk



O2013-1606

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 4-236 of Municipal Code regarding parking garage tax
Committee(s) Assignment:	Committee on Finance



FIN.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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 an ordinance amending Chapter 4-236 of the Municipal Code regarding the parking garage tax.

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 4-236 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

4-236-010 Definitions.

For the purpose of this chapter, whenever any of the following words, terms or definitions are used, they shall have the meaning ascribed to them in this section:

“Charge or fee paid for parking” means the gross amount of consideration for the use or privilege of parking a motor vehicle in or upon any parking lot or garage in the City of Chicago, valued in money, whether received in money or otherwise, including cash, credits, property, and services, determined without any deduction for costs or expenses whatsoever, but not including charges that are added to the charge or fee on account of the tax imposed by this chapter or on account of any other tax imposed on the charge or fee. The term “charge or fee for parking” shall exclude separately stated charges not for the use or privilege of parking. If any separately stated charge is not optional, it shall be presumed, unless proved otherwise, that it is part of the charge for the use or privilege of parking.

(Omitted text is not affected by this ordinance)

4-236-020 Tax imposed.

(a) Except as otherwise provided by this Section 4-236-020, there is imposed upon the use and privilege of parking a motor vehicle in or upon any parking lot or garage in the City of Chicago a tax of ~~\$5.00 for each such motor vehicle parked in or upon each parking lot or garage for every 24-hour period or fraction thereof; provided, however, that if the charge for parking is made on a weekly or monthly basis, the tax shall be calculated at the rate of \$25.00 per week or \$120.00 per month, respectively at the applicable rate set forth in subsection (d).~~

(Omitted text is not affected by this ordinance)

(d) (i) The tax imposed by this chapter shall not apply if the charge or fee imposed for the privilege of parking does not exceed \$2.00 for a 24-hour period or less, or \$10.00 for a weekly period or \$40.00 for a monthly period.

(ii) The tax imposed by this chapter for the privilege of parking for a 24-hour period or less shall be \$1.00, ~~if the charge or fee is greater than \$2.00 but less than \$5.00; \$1.75,~~

~~if the charge or fee is \$5.00 or more but less than \$12.00; \$3.00, if the charge or fee is \$12.00 or more and paid 18% of the charge or fee paid for parking on a Saturday or Sunday; and \$5.00, if the charge or fee is \$12.00 or more and paid 20% of the charge or fee paid for parking on a Monday, Tuesday, Wednesday, Thursday or Friday.~~

(iii) The tax imposed by this chapter for the privilege of parking on a weekly basis shall be ~~\$5.00 if the charge or fee is greater than \$10.00 but less than \$25.00; \$8.75, if the charge or fee is \$25.00 or more but less than \$60.00; and \$25.00, if the charge or fee is \$60.00 or more~~ 20% of the charge or fee paid for parking.

(iv) The tax imposed by this chapter for the privilege of parking on a monthly basis shall be ~~\$20.00 if the charge or fee is greater than \$40.00 but less than \$100.00; \$35.00, if the charge or fee is \$100.00 or more but less than \$240.00; \$90.00, if the charge or fee is \$240.00 or more but less than \$300.00; \$110.00 if the charge or fee is \$300.00 or more but less than \$400.00; and \$120.00 if the charge or fee is \$400.00 or more~~ 20% of the charge or fee paid for parking.

(v) The tax rates set forth in ~~subsection (a)~~ subsections (d)(ii) - (iv) shall be deemed to apply to the privilege of parking a motor vehicle in a parking lot or garage unless the taxpayer or tax collector keeps accurate and complete books and records as required by this chapter showing that ~~either a reduced rate or no tax applies.~~

(Omitted text is not affected by this ordinance)

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

42



Office of the City Clerk



O2013-1645

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 5-16 of Municipal Code regarding utility cost disclosures
Committee(s) Assignment:	Committee on License and Consumer Protection



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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 5-16 of the Municipal Code regarding utility cost disclosures.

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 5-16 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

DISCLOSURE OF HEATING-UTILITY COSTS-TO-TENANTS

- 5-16-010 Lease – Disclosures and acknowledgment required – Acknowledgment-Exceptions.
- 5-16-020 Applicability Reserved.
- 5-16-030 Utility to provide Acquisition of information required to be disclosed.
- 5-16-040 ~~Newly converted units~~ Estimates to be provided Reserved.
- 5-16-050 Sale or transfer – Disclosures required – Exceptions.
- 5-16-060 Administration.
- 5-16-070 Penalties.
- 5-16-080 Severability.

5-16-010 Lease – Disclosures and acknowledgment required – Acknowledgment-Exceptions.

(a) ____ A building or dwelling unit owner, or agent thereof, shall not execute an oral or written lease, contract to lease, or accept any money or other valuable consideration in an application for an oral or written lease for a dwelling unit ~~which is primarily heated by natural gas or electricity and in which utility service for heat is individually metered to the dwelling unit and the tenant is directly responsible to the utility company for paying the cost of heating costs are the responsibility of the tenant without disclosing to the tenant or applicant in written form:~~

(1) That the cost of heating shall be the responsibility of the tenant; and

(2) The ~~projected average monthly annual~~ cost of utility service from the utility providing the primary source of heat based on energy consumption during the ~~most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates, and normalized weather, as calculated by the method approved by the Illinois Commerce Commission previous twelve months.~~

~~Further, subject to the penalties provided in Section 5-16-070 herein, no building or dwelling unit owner, or agent thereof, shall execute a written lease for such a dwelling unit without making such disclosures within such written lease.~~

The tenant or applicant shall be required to execute a receipt acknowledging that these written disclosures ~~has~~ have been made.

(b) Subsection 5-16-010(a) shall not apply to:

(1) oral or written leases for rental dwelling units in which the contracting tenant continues his previous occupancy, providing that the tenant, during that previous term, was directly responsible to the utility company for paying the cost of heating; or

(2) oral or written leases for condominium, cooperative, or other dwelling units in which the primary source of heat is provided centrally by the landlord or building management and the costs of energy for heating are shared and indirectly billed on some basis not directly related to individual dwelling unit usage, such as allocation based on floor space.

5-16-020 Applicability Reserved.

~~(a) The provisions of Section 5-16-010 shall apply to rental dwelling units which are heated primarily by natural gas or electricity and in which utility service for heat is individually metered to each dwelling unit and tenants are directly responsible to the utility company for paying the cost of energy to supply heat.~~

~~(b) The provisions of Section 5-16-010 shall not apply to oral or written leases for rental dwelling units in which the contracting tenant continues his previous occupancy providing that the tenant, during that previous term, had the obligation to directly pay the utility company for the utility service used for heating.~~

5-16-030 Utility to provide Acquisition of information required to be disclosed.

~~Except as provided in Section 5-16-040, t~~ The information required to be disclosed in Subsection 5-16-010(a)(2) and Section 5-16-050(a) may be obtained by the requestor from an online website. Alternatively, the information shall be provided, at no direct cost to the requestor or intended recipient, by the utility company which supplies or companies that supply energy for the primary heating source to the dwelling unit upon the written request of the building or dwelling unit owner or his agent. Every such written request shall contain an affirmative statement that the person or entity making the request possesses title or, in the case of trust, is the owner of the power of direction to the property in which the dwelling unit is located or is the agent of such person or entity. The utility company receiving such written request shall be entitled to rely on the affirmative representation of such owner or agent and shall not be obligated to do anything further to ascertain or confirm the identity of the owner and/or agent of the property.

The utility company shall devise forms to be used for requesting and providing this information. The city shall undertake a program to educate the public and shall make request forms available throughout the city. Under no circumstances shall the information provided to building or dwelling unit owners, tenants or prospective tenants under this process disclose payment records of or the name to whom the account was formerly billed. The utility company shall provide such information within two weeks of its receipt of a properly executed written request.

Once received by the owner or his agent, the information obtained from an online website or provided by the utility shall be considered valid for the disclosure purposes of this chapter for six months from the date of ~~issuance~~ that it was obtained or provided.

The information ~~required in or estimate disclosed pursuant to~~ subsection 5-16-010(a)(2), and provided by the utility company providing the primary source of heat subsection 5-16-050(a), or subsection 5-16-050(b) shall not be construed as an offer or guarantee by the utility company to provide energy for the ~~projected average monthly cost contained reported~~ in the information or estimate, and the utility company shall not be liable for any difference between the ~~projected average monthly reported~~ cost and the actual cost incurred by the tenant or owner to whom the information or estimate is disclosed. Nothing in this chapter shall be construed as relieving any person of the responsibility of paying the amounts billed them for utility service by a utility company.

5-16-040 ~~Newly converted units~~ — ~~Estimates to be provided~~ Reserved.

~~For any dwelling unit which has been newly converted to a natural gas or electric individually metered heating system or for new construction of a property primarily heated by natural gas or electricity which does not have any energy consumption history for the individually metered system, the owner or his agent shall provide estimates of the unit's energy consumption for the utility service used for primary heating to the lessee, prospective tenant, purchaser or prospective purchaser. Such estimates may be analyses supplied by a utility company, a registered professional engineer or architect and shall be performed by the "degree day method" prescribed in the most recent Handbook of the American Society of Heating, Refrigerating and Air Conditioning Engineers (A.S.H.R.A.E.).~~

5-16-050 Sale or transfer – Disclosures required – Exceptions.

(a) All owners of residential dwelling units and buildings (and their agents) shall, at the time of any offering for sale of said residential dwelling units and buildings, or in the case where improved real property is held under trust the sale of real property which forms the corpus of the trust or the transfer of the beneficial interest in such property, including contract sale, be required to provide to the purchaser or prospective purchaser either:

(1) copies of all bills ~~or~~ for heating and electric costs for the dwelling unit or building for the previous 12 months;

(2) copies of all receipts, ~~or~~ for payment of heating and electric costs for the dwelling unit or building for the previous 12 months;

(3) copies of all cancelled checks used to pay for heating and electric costs for the dwelling unit or building for the previous 12 months; or

(4) a copy of one utility budget plan bill for heating ~~utility or fuel~~ and electric costs for the dwelling unit or building for the previous 12 months during which the dwelling unit or building was continuously occupied.

In the alternative, the owner or agent may satisfy this requirement by making the required information available on an online website. ~~†The disclosure owner or agent may also satisfy the requirement shall be satisfied of disclosing utility costs by the provision of providing information supplied concerning such costs acquired from the utility providing the primary source of heat as in the manner described in Section 5-16-030 or, if appropriate, as in Section 5-16-040. The owner or agent shall also inform the purchaser or prospective purchaser whether the dwelling unit or building was occupied during the previous 12 months, and, if so, for what portion of the time.~~

~~(b) Further, subject to the penalties provided in Section 5-16-070 herein, n~~ No building or dwelling unit owner, or agent thereof, shall execute a written contract for such a sale or transfer for such residential dwelling unit or building without making such disclosures within such written contract for sale or transfer. ~~Such d~~Disclosure of information shall include:

(1) For sales or transfers of single-family dwellings and individually metered dwelling units in multifamily buildings:

The ~~monthly and total annual~~ consumption and cost for the primary source or sources of heating energy or fuel (natural gas, electricity, or fuel oil) and electricity for the previous 12 months, as well as whether the unit was occupied during that period, and, if so, for what portion of the time;

(2) For sales or transfers of entire multifamily buildings regardless of whether heating service is centrally or individually metered and billed:

~~This~~The monthly and total cost and consumption of and cost for heating energy or fuel (the primary source or sources of natural gas, electricity or fuel oil) and electricity for such the entire building, and the amounts directly billed to each particular dwelling unit by any utility or fuel supplier for natural gas and electricity for the previous 12 months, as well as whether each unit was occupied during that period, and, if so, for what portion of the time.

~~(bc) The provisions of this Subsections (5-16-050)(a) and (b) shall not apply to:~~

(1) sales or transfers in which the purchaser is currently a tenant of the dwelling unit who has the obligation to and is directly pay the utility company for the utility service used for heating responsible to the utility company or companies for paying the cost of heating and electricity; or

(2) sales or transfers of condominium, cooperative, or other dwelling units in which the primary sources of heat and electricity are provided centrally by the landlord or building management and the costs of energy for heating and electricity are shared and indirectly billed on some basis not directly related to individual dwelling unit usage, such as allocation based on floor space.

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



Office of the City Clerk



O2013-1805

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Section 1-4-145 of Municipal Code regarding failure to appear at hearing
Committee(s) Assignment:	Committee on Public Safety

ORDINANCE

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

SECTION 1. Section 1-4-145 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

1-4-145 Failure to appear at a hearing.

(a) In addition to and separate from a default finding, decision or order that may be rendered pursuant to Section 2-14-078 of this Code, it is a violation of this section for any person upon whom a notice of violation is served for the alleged violation of ~~Section 7-24-099 of this Code~~ any of the Code sections listed in subsection (c) of this section ("the listed offenses") to fail to pay the fine ~~as specified in subsection (b) of Section 7-24-099~~ applicable to the pertinent listed offense, or fail to appear personally or through his attorney of record at the original hearing before the department of administrative hearings on that violation. It shall not be a violation of this section if the default order is set aside pursuant to Section 2-14-108 of this Code.

(b) Any person who violates this section shall be subject to a fine equal to the maximum fine for the underlying offense or imprisonment for a period of not more than six months for each violation.

(c) The listed offenses are Sections 7-24-099, 8-4-030, 8-4-081 and 8-12-010.

SECTION 2. This ordinance shall be effective 10 days after passage and publication.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 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 amending Section 1-4-145 of the Municipal Code regarding failure to appear at a hearing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



O2013-2293

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 2-92 of Municipal Code regarding residents of construction project area
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

At the request of the Chief Procurement Officer, I transmit herewith an ordinance amending Chapter 2-92 of the Municipal Code regarding residents of a construction project area.

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 2-92-330 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-92-330 Contracts – Percentages of city and project area residents worker hours – Enforcement.

(a-1) For purposes of this section,

"City residents" means persons domiciled within the city.

"Project area residents" means persons domiciled within that part of the city designated as the project area in the information for bidders issued by D.P.S.

"Domicile" means an individual's one and only true, fixed and permanent home and principal establishment.

"Eligible residents" means city residents and project area residents.

(a) For any construction project advertised, or if not advertised, awarded, by the city that has after the effective date of this ordinance having an estimated contract value of \$100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed (i) at least 50 percent by actual city residents of the City of Chicago; and (ii) at least 7.5 percent by project area residents. Work hours performed by project area residents shall be considered to be work hours performed by city residents for purposes of calculating the minimum work hour percentage required to be performed by city residents in this section.

~~This minimal~~ These minimum percentages of work hours for Chicagoans eligible residents shall not be understood as limiting or deterring the fuller utilization of Chicagoans eligible residents beyond ~~this level~~ these levels, but is are intended instead as a ~~minimal~~ minimum requirements. ~~contractors~~ Contractors shall make good faith efforts to utilize qualified eligible residents of the City of Chicago in unskilled and skilled labor positions. The chief procurement officer shall separately monitor the utilization of eligible residents of the city in skilled and unskilled positions, and shall report his findings to the city council committee on the budget and government operations when substantially all of the construction contracts for each construction season have been closed. The chief procurement officer shall also report whether he has determined that separate minimum percentages of Chicagoans eligible residents are warranted for skilled and unskilled labor positions.

The chief procurement officer shall develop standards and procedures for reducing or waiving ~~this these~~ these minimum percentages level of Chicagoans work hours for eligible residents when a bidder or contractor can demonstrate the impracticality or excessive cost of complying with ~~this these~~ these percentage levels for particular contracts or classes of employees. Except as otherwise provided in the chief procurement officer's standards and procedures, a waiver or reduction shall be deemed appropriate if a contractor or subcontractor has unsuccessfully solicited a sufficient number of eligible residents of the City of Chicago to perform the work identified in the bid solicitation and has documented such effort to the satisfaction of the chief procurement officer. In addition, such standards and procedures shall require that a contractor seeking a waiver or reduction shall have provided timely notice of the need for qualified eligible residents of the City of Chicago to an appropriate source of referrals, which source shall be

entitled to comment on any waiver or reduction application. If the chief procurement officer determines that a lesser percentage standards is are appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, such bid solicitations shall include a statement of such revised standards. The chief procurement officer shall file quarterly reports of his determinations on all reduction or waiver requests made pursuant to this paragraph with the city council committee on the budget and government operations.

(b) Implementation of the requirements established in subsection (a) of this section will be achieved by including in contracts and subcontracts described therein the following language:

The contractor and all subcontractors that perform work on the site on the construction project undertaken pursuant to this contract shall comply with the minimum percentages of total worker hours performed by actual eligible residents of the City of Chicago as specified in Section 2-92-330 of the ~~municipal code~~ Municipal Code of Chicago.

~~"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.~~

The contractor shall provide for the maintenance of adequate employee residency records to ensure that actual-Chicago eligible residents are employed on the project. The contractor and subcontractors shall maintain copies of personal documents supportive of every Chicago eligible resident employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the commissioner of the supervising department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Full access to the contractor's and subcontractors' employment record shall be granted to the chief procurement officer, the commissioner of the supervising department, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

At the direction of the supervising department, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the contractor to provide utilization of actual-Chicago eligible residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual-Chicago eligible residents.

When work is completed, in the event that the city has determined that the contractor failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual-Chicago eligible residents or has failed to report in the manner as indicated above, the city will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans eligible residents to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the approved contract value for this contract shall be surrendered by the contractor to the city in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago eligible residents were employed in either of the categories. The willful falsification of statements and the certification of payroll date may subject the contractor or subcontractors or employee to prosecution. Any retainage to cover contract

performance that may become due to the contractor pursuant to Section 2-92-250 of the municipal code of Chicago may be withheld by the city pending the chief procurement officer's determination whether the contractor must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this contract.

(Omitted text is not affected by this ordinance)

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



Office of the City Clerk



O2013-1773

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Acquisition of property in conjunction with proposed Orange Line extension southward to Ford City shopping mall
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing an acquisition of property in conjunction with a proposed Orange Line extension.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the City constructed the Orange Line rapid transit system in the 1990's; and

WHEREAS, the City of Chicago, acting through its Department of Transportation ("CDOT"), is interested in extending the Orange Line southward to Ford City shopping mall (the "Project"); and

WHEREAS, in furtherance of the Project, the City requires the acquisition of additional right-of-way; and

WHEREAS, The Belt Railway Company of Chicago, an Illinois corporation ("BRC"), is the owner of a 133 foot wide railroad right-of-way situated approximately 166 feet east of South Knox Avenue between West 63rd Street on the north and West Marquette Road on the south; and

WHEREAS, CDOT has offered to purchase the west 70 feet of BRC's right-of-way, and BRC has agreed to sell the west 70 feet of its right-of-way (the "Right-of-Way") to the City for the sum of \$1,767,500.00 for use in connection with the Project; and

WHEREAS, the Federal Transit Administration has approved CDOT's request for an administrative settlement in the amount of \$1,767,500.00; and

WHEREAS, BRC owns additional right-of-way that CDOT is interested in purchasing for use in connection with the expansion of the Orange Line, provided that the FTA grants the funds necessary for such purchase; now, therefore,

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

SECTION 1. The City hereby finds that the primary benefit of the transaction is to the City, and approves the purchase of the Right-of-Way legally described on **Exhibit A** for the sum of \$1,767,500.00.

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or his designee is authorized, subject to the approval of the Corporation Counsel as to form and legality, to execute a Real Estate Sale Agreement substantially in the form attached hereto as **Exhibit B**, and such other documents that may be necessary or appropriate to carry out and comply with the provisions of this Ordinance.

SECTION 3. The Commissioner is authorized to accept on behalf of the City, a deed from BRC conveying the Right-of-Way to the City, subject to a reservation of a temporary easement across that portion of the Right-of-Way legally described on **Exhibit A** for the sole purpose of securing BRC's access to its right-of-way north of Marquette Road.

SECTION 4. The Commissioner or his designee is authorized, subject to the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver a real estate sale agreement between the City and BRC for the purchase of additional right-of-way legally described and identified on **Exhibit A** as Parcels C and D, for use in connection with the

expansion of the Orange Line, provided that the FTA approves the amount of the purchase price and provides the funds necessary to effectuate the acquisition. The Commissioner is further authorized to accept on behalf of the City, a deed from BRC conveying the additional right-of-way to the City.

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

SECTION 6. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

LEGAL DESCRIPTION OF RIGHT-OF-WAY

THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index No. 19-22-500-001 (pt.)

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

THE NORTH 110 FEET OF THE SOUTH 143 FEET OF THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index No. 19-22-500-001 (pt.)

LEGAL DESCRIPTION OF ADDITIONAL RIGHT-OF-WAY

Parcel C:

THE SOUTH 684.19 FEET OF THE WEST 50 FEET OF THE EAST 183 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

Property Index No. 19-15-303-006

Parcel D:

THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTHERLY 1,043 FEET THEREOF, ALSO EXCEPTING THE WEST 8 FEET OF THE NORTHERLY 282.5 FEET THEREOF.

Property Index No. 19-15-500-003 (pt.)

EXHIBIT A

LEGAL DESCRIPTION OF RIGHT-OF-WAY

THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index No. 19-22-500-001 (pt.)

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

THE NORTH 110 FEET OF THE SOUTH 143 FEET OF THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index No. 19-22-500-001 (pt.)

LEGAL DESCRIPTION OF ADDITIONAL RIGHT-OF-WAY

Parcel C:

THE SOUTH 684.19 FEET OF THE WEST 50 FEET OF THE EAST 183 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

Property Index No. 19-15-303-006

Parcel D:

THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTHERLY 1,043 FEET THEREOF, ALSO EXCEPTING THE WEST 8 FEET OF THE NORTHERLY 282.5 FEET THEREOF.

Property Index No. 19-15-500-003 (pt.)

EXHIBIT B

REAL ESTATE SALE AGREEMENT

REAL ESTATE SALE AGREEMENT

This **REAL ESTATE SALE AGREEMENT** is made on or as of _____, by and between **THE BELT RAILWAY COMPANY OF CHICAGO**, an Illinois corporation (the "BRC"), 6900 South Central Avenue, Bedford Park, Illinois 60638, and the **CITY OF CHICAGO**, an Illinois municipal corporation (the "City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602.

RECITALS

WHEREAS, the BRC is the owner of a 133 foot wide railroad right-of-way situated approximately 166 feet east of South Knox Avenue between West 63rd Street on the north and West Marquette Road on the south; and

WHEREAS, the City has offered to purchase the west 70 feet of the BRC's right-of-way legally described on Exhibit A attached hereto (the "Right-of-Way"), for use in connection with the expansion of the Orange Line Rapid Transit; and

WHEREAS, the BRC has agreed to sell the Right-of-Way to the City upon the terms and conditions described in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties, each of them hereby covenants and agrees with the other as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES.

A. Representations and Warranties of the BRC. To induce the City to execute this Agreement and perform the obligations of the City hereunder, the BRC hereby represents and warrants to the City, based upon its knowledge, as follows:

1. No litigation or proceedings are pending or threatened against the BRC or any party controlling or controlled by the BRC which could affect the ability of the BRC to perform his obligations in accordance with the terms of this Agreement.
2. The execution, delivery and performance by the BRC of this Agreement have not constituted, or will not constitute, a breach or default under any other agreement which may affect the Right-of-Way to which the BRC or any party controlling or controlled by the BRC is a party, or a violation of any law or court order which may affect the Right-of-Way or any interest therein or the use thereof.
3. The BRC has full power and authority to execute and deliver this Agreement and to perform his obligations set forth herein.

described on Exhibit A for the sole purpose of securing BRC's access to its right-of-way north of Marquette Road. The BRC is expressly prohibited from permanently or temporarily placing any structure on, over or across the easement. The City shall provide the BRC with 30-days' notice of the termination of this easement, and shall further record a Termination of Temporary Easement with the office of the Cook County Recorder of Deeds. Prior to the termination of the temporary easement, the City shall provide the BRC with truck access to its right-of-way either by a curb cut on the north curb of Marquette Road west of the BRC's grade crossing at the City's expense, or on such other terms as are mutually agreeable to the parties.

C. **The Closing.** The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at Wheatland Title Guaranty Company ("Title Company") within fourteen days after the City has obtained the funds necessary to complete the purchase of the Property.

D. **Escrow.** The Right-of-Way shall be conveyed by the BRC to the City in accordance with the provisions described in the usual form of deed and money escrow instructions used by the Title Company, with such special instructions as may be required to conform such instructions with this Agreement. In the event of any conflict between the escrow instructions and this Agreement, the terms of this Agreement shall govern. The City shall pay the cost of the escrow and all other closing costs and recording fees.

E. **Title Insurance.** The City shall pay the cost of the title commitment and title insurance policy, including endorsements.

F. **Survey.** The City shall pay the cost of any survey it deems necessary.

G. **Real Estate Taxes.** The BRC shall be responsible for all general real estate taxes and special assessments, if any, levied against the Right-of-Way until the date of closing.

H. **PIN Division.** The City agrees to file a petition for PIN Division after the Closing at the City's sole cost and expense. The BRC agrees to execute the petition and otherwise cooperate with the City regarding the filing of the petition.

I. **Possession.** The BRC shall deliver possession of the Right-of-Way to the City on the closing date.

J. **Brokers.** The parties represent and warrant to each other that no person or entity has been engaged, utilized, or dealt with that would be entitled to a broker's commission or finder's fee in connection with the sale of the Right-of-Way. In the event that any claim is asserted for such commission or fee, the party deemed to be responsible for such claim shall indemnify, defend and hold the non-responsible party harmless from and against any such claim.

K. **Compliance with Applicable Laws.** The parties shall comply with all applicable federal, state and local laws and regulations governing the sale of the Right-of-Way.

chooses to proceed with the transaction, the Purchase Price shall be equitably adjusted. Any insurance proceeds received from such damage or casualty shall be the sole property of the BRC.

SECTION 7. REMEDIES.

A. **Time is of the Essence.** The parties agree that time is of the essence in the performance of their obligations under this Agreement and every provision hereof in which time is an element. No extension of time for the performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance falls on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

B. **Breach.** In the event of a default by a party in the performance of its obligations under this Agreement, such party upon written notice from the other shall immediately proceed to cure or remedy such default. In the event of a default by the BRC that has not been cured within a reasonable time, the City may terminate this Agreement by giving written notice thereof to the BRC, or may institute such proceedings at law or in equity as may be desirable in its sole discretion to remedy the default, including but not limited to, proceedings to compel specific performance. In the event of a default by the City that has not been cured within a reasonable time, the BRC may terminate this Agreement.

C. **Waiver and Estoppel.** Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive said party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of said party with respect to any other defaults of the other party.

SECTION 8. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the BRC or any successor in interest in the event of any default or breach by the City.

SECTION 9. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon transmission by fax, respectively, provided that the fax transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If the fax transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received two business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 13. AMENDMENTS.

This Agreement may only be amended by the parties in writing. Such amendment shall become effective upon its execution by the parties.

SECTION 14. SUCCESSORS AND ASSIGNS.

The terms of this Agreement shall be binding upon the City and the BRC, and their respective legal representatives, successors and assigns. Prior to the Closing, neither party may assign its rights hereunder without the prior written consent of the other party, except that the City shall have the right to assign its rights and obligations under this Agreement to the Chicago Transit Authority without the prior written consent of the BRC. The City will provide BRC with prompt notice should said assignment occur.

SECTION 15. OTHER ACTS.

The parties agree to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably to consummate the transaction contemplated in this Agreement.

SECTION 16. AGREEMENT SURVIVES CLOSING.

The terms and provisions of this Real Estate Sale Agreement shall survive the closing.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the date first above written.

{SIGNATURES APPEAR ON THE FOLLOWING PAGE}

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gabe Klein, personally known to me to be the Commissioner of Transportation of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, he signed and delivered the instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF RIGHT-OF-WAY

THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index No. 19-22-500-001 (pt.)

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

THE NORTH 110 FEET OF THE SOUTH 143 FEET OF THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST ½ OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index No. 19-22-500-001 (pt.)



Office of the City Clerk



A2013-23

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Rolando J. Esparza as member of Special Service Area No. 22, Andersonville Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have reappointed Rolando J. Esparza as a member of Special Service Area No. 22, the Andersonville Commission, for a term effective immediately and expiring April 10, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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Office of the City Clerk



A2013-24

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Jacqueline E. Vassar as member of Special Service Area No. 32, Auburn Gresham Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have reappointed Jacqueline E. Vassar as a member of Special Service Area No. 32, the Auburn Gresham Commission, for a term effective immediately and expiring October 4, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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Office of the City Clerk



A2013-25

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Samuel S. Marts and Brent A. Norsman as members of Special Service Area No. 33, Wicker Park and Bucktown Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have reappointed Samuel S. Marts and Brent A. Norsman as members of Special Service Area No. 33, the Wicker Park and Bucktown Commission, for terms effective immediately and expiring September 13, 2013.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-26

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Margaret A. O' Connell as member of Special Service Area No. 44, 103rd Street Beverly Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have reappointed Margaret A. O'Connell as a member of Special Service Area No. 44, the 103rd Street Beverly Commission, for a term effective immediately and expiring February 6, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-30

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Patricia Abrams, Joel Bookman, Edward H. Jacob, Brenda Palms Barber, Guacolda E. Reyes and Marva E. Williams as members of Chicago Community Land Trust Board
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have reappointed Patricia Abrams, Joel Bookman, Edward H. Jacob, Brenda Palms Barber, Guacolda E. Reyes, and Marva E. Williams as members of the Chicago Community Land Trust Board for terms effective immediately and expiring February 1, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have reappointed Patricia Abrams, Joel Bookman, Edward H. Jacob, Brenda Palms Barber, Guacolda E. Reyes, and Marva E. Williams as members of the Chicago Community Land Trust Board for terms effective immediately and expiring February 1, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-35

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Malcolm Bush, Wayne L. Gordon, Thomas J. McNulty, Ellen K. Sahli and Richard L. Tolliver as members of Low-Income Housing Trust Fund Board
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to the Low-Income Housing Trust Fund Board.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have reappointed Malcolm Bush, Wayne L. Gordon, Thomas J. McNulty, Ellen K. Sahli and Richard L. Tolliver as members of the Low-Income Housing Trust Fund Board for terms effective immediately and expiring December 31, 2014.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-37

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	3/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Steve E. Georgas as member of Chicago Emergency Telephone System Board
Committee(s) Assignment:	Committee on Public Safety

PUB.
SAFE.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to the Chicago Emergency Telephone System Board.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

PUB.
SAF.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

I have reappointed Steve E. Georgas as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor