



Office of the City Clerk City of Chicago

City Hall
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Legislation Referred to Committees at the Chicago City Council Meeting 4/10/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Collective Bargaining			
1	O2013-2614	Collective Bargaining Agreement with International Brotherhood of Teamsters, Local Union No. 700	Emanuel, Rahm (Mayor) Workforce Development
Agreement(s) - Intergovernmental			
2	O2013-2563	Intergovernmental agreement with Regional Transportation Authority for Metra Station Areas Typology Study	Emanuel, Rahm (Mayor) Transportation
3	O2013-2567	Intergovernmental agreement with Regional Transportation Authority for Western-Ashland Bus Rapid Transit Land Use Department Plan	Emanuel, Rahm (Mayor) Transportation
4	O2013-2568	Intergovernmental agreement with Chicago Park District regarding provision of tax increment financing to rehabilitate and improve property at 1466 S Wabash Ave	Emanuel, Rahm (Mayor) Finance
5	O2013-2570	Intergovernmental agreement with Chicago Park District regarding provision of tax increment financing to rehabilitate and improve property at 1801 S Indiana Ave	Emanuel, Rahm (Mayor) Finance
Agreement(s) - Lease			
6	O2013-2555	Interim Stadium Agreement with Illinois Sports Facilities Authority for use of parking lots at 333 W 35th St by Department of Police	Emanuel, Rahm (Mayor) Housing
Appointment(s)			
7	A2013-39	Appointment of Peter W. Testa as member of Special Service Area No. 13, Stockyards Commission	Emanuel, Rahm (Mayor) Finance
8	A2013-40	Appointment of Richard Rozhko as member of Special Service Area No. 19, Howard Street Commission	Emanuel, Rahm (Mayor) Finance
9	A2013-43	Appointment of Thomas L. McMahon as member of Special Service Area No. 40, Michigan Avenue/Roseland Commission	Emanuel, Rahm (Mayor) Finance
10	A2013-44	Appointment of Cynthia A. Waters as member of Special Service Area No. 40, Michigan Avenue/Roseland Commission	Emanuel, Rahm (Mayor) Finance
11	A2013-45	Appointment of Wasfi Mansour as member of Special Service Area No. 41, 103rd Street/Roseland Commission	Emanuel, Rahm (Mayor) Finance

Legislation Referred to Committees at the Chicago City Council Meeting

4/10/2013

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
12	A2013-46	Appointment of Tangela P. Burton as member of Special Service Area No. 41, 103rd Street/Roseland Commission	Emanuel, Rahm (Mayor)	Finance
13	A2013-47	Appointment of Cynthia A. Waters as member of Special Service Area No. 41, 103rd Street/Roseland Commission	Emanuel, Rahm (Mayor)	Finance
14	A2013-48	Appointment of Chaka M. Patterson as member of Chicago Public Library Board	Emanuel, Rahm (Mayor)	Budget
Fund 925 Amendment(s)				
15	O2013-2579	Amendment of 2013 Annual Appropriation Ordinance within Fund No. 925	Emanuel, Rahm (Mayor)	Budget
Municipal Code Amendment(s)				
16	O2013-2574	Amendment of Sections 3-33-320 and 3-33-060 of Municipal Code regarding Real Estate Transfer Tax	Emanuel, Rahm (Mayor)	Finance
17	O2013-3156	Amendment of Sections 11-4-2150, 11-4-2170 and 11-4-2190 of Municipal Code regarding treatment of lead and asbestos during construction and renovation	Emanuel, Rahm (Mayor)	Zoning
Property - Acquisition				
18	O2013-2561	Acquisition of property at 1800-2000 blocks of W Fullerton Ave, 2300-2500 blocks of N Damen Ave and 2300-2400 blocks N Elston Ave to improve flow of traffic within area	Emanuel, Rahm (Mayor)	Housing
Reappointment(s)				
19	A2013-41	Reappointment of Stephanie C. Spiegel as member of Special Service Area No. 31, Greater Ravenswood Commission	Emanuel, Rahm (Mayor)	Finance
20	A2013-42	Reappointment of John H. Paige as member of Special Service Area No. 33, Wicker Park and Bucktown Commission	Emanuel, Rahm (Mayor)	Finance



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O2013-2614

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City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Collective Bargaining Agreement between International Brotherhood of Teamsters, Teamsters Local Union No. 700
Committee(s) Assignment:	Committee on Workforce Development and Audit



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 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 agreement with Teamsters, Local 700.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1. The City Council hereby approves the agreement, attached hereto, between the City of Chicago and the International Brotherhood of Teamsters, Teamsters Local Union No. 700. The Mayor is authorized to execute this agreement.

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CHICAGO

AND

THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL UNION NO. 700

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation ("Employer"), and the International Brotherhood of Teamsters, Teamsters Local Union No. 700 ("Union"), for the purpose of establishing, through the process of collective bargaining, certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union. It is the purpose and intent of the parties, through this Agreement, to establish and promote harmonious relations between the parties; provide efficient, uninterrupted and effective services to the public; provide an equitable and peaceful procedure for the resolution of differences under this Agreement; and establish and maintain wages, hours and terms and conditions of employment through collective bargaining. Where any express term of this Agreement conflicts with any ordinance, rules, regulations, personnel rules, interpretations, practices or policies to the contrary, the terms of this Agreement shall prevail.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the Supervising Police Communications Operator ("SPCO") job classification. The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee," as used herein, refers to City employees in the SPCO job classification, unless otherwise specified herein.

ARTICLE 2 MANAGEMENT'S RIGHTS

It is agreed that the Union and the employees will cooperate with the Employer to liberally construe this Agreement to facilitate the efficient, flexible and uninterrupted operation of the Employer. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the City and administration thereof, and the right:

- a. to determine the organization and operation of the Employer and any department or agency thereof;
- b. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- c. to set reasonable standards for the services to be offered to the public;
- d. to direct its employees, including the right to assign work and overtime;
- e. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule its employees;
- f. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of the lack of work or funds or other proper reasons;
- g. to contract out work;

h. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;

i. to establish, modify, combine or abolish job positions and classifications;

j. to add, delete or alter methods of operation, equipment or facilities;

k. to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;

l. to establish, implement and maintain an effective internal control program;

m. to suspend, demote discharge, or take other disciplinary action against employees for just cause; and

n. to add to, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way; directly or indirectly, subject to review, provided that none of these rights is exercised contrary to or inconsistent with other terms of this Agreement or law.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievances by Employees

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance Procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 12 (Grievance and Arbitration) of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4

WAGES AND ALLOWANCES

Section 4.1 Wages

(a) Effective on January 1, 2008, the wages of all employees earning \$6,671 per month will be increased to \$7,022 per month.

(b) Effective on the following dates, the City will implement the following wage increases for all employees:

Effective January 1, 2008	1.0%
Effective July 1, 2008	1.0%
Effective January 1, 2009	1.5%
Effective July 1, 2009	1.5%
Effective January 1, 2010	0.0%
Effective July 1, 2010	0.5%
Effective January 1, 2011	1.0%
Effective July 1, 2011	1.0%
Effective January 1, 2012	2.0%

Section 4.2 Pay Disputes

(a) All regular base wages will be paid to employees not later than the next

regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's paycheck, at the time specified in paragraph (a)

above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage, provided the employee promptly notifies the Department's timekeeper in writing. Any claims by an employee that the employee was not properly paid are subject to Article 12 of this Agreement. In addition, and in order to expedite resolution of any such

claims, employees shall promptly submit all such claims to the Department timekeeper on the "Employee Payroll Inquiry Form" attached to this Agreement as Appendix A.. The employee's submission of such Form shall toll the period for further processing of the grievance filed by the Union with respect to that claim until such time as the Employer has investigated the claim and provided the employee with a final response. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds \$100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the City's next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than \$100.00 will be added to the employee's next regular paycheck.

Section 4.3 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of \$450 per month. Effective February 1, 2009, or the final date of ratification of this Agreement, whichever date is later, the maximum reimbursement will increase to \$550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 4.3.

Section 4.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

Section 4.5 Call-in

Employees called in to the Employer's work site for work outside their regular working hours, including for meetings at which attendance of the employee is required, shall receive compensatory time at their regular straight time rate of pay, on an hour for hour basis, computed on the basis of completed fifteen (15) minute segments, with a minimum of two (2) hours of straight time compensatory time. This section shall apply only to situations where an employee is called in to work during hours which are outside of the employee's scheduled work shift, and shall not refer to any situation where the employee is called in to work, or required to stay at work, during periods which are contiguous to his/her scheduled work shift.

Section 4.6 Work Outside of Scheduled Workweek

Where an employee worked his or her full scheduled workweek, and was required to work additional hours (a) before the employee's scheduled start time, or after the employee's scheduled quitting time, on any work day during that workweek; or (b) on the employee's scheduled day(s) off at the end of that workweek; the employee shall be compensated for such additional hours worked

in the form of compensatory time at one and one-half (1.5) times the employee's regular rate of pay, computed on the basis of completed fifteen (15) minute segments. Solely for the purpose of determining whether the employee worked his or her full scheduled workweek within the meaning of this section, hours "worked" shall be deemed to include all hours actually worked, as well as the following types of absences, but only where such absence was excused by the Employer: paid

Holidays and personal days; unpaid holidays pursuant to the terms of the "Holidays" side letter appended to this Agreement; scheduled vacation days; scheduled compensatory time; paid sick leave; and paid time off under Sections 17.6, 17.7 and 17.8 of this Agreement. No other absence from work shall be considered hours "worked" for purposes of application of this section. No time compensated under the terms of Section 4.5 of this Agreement shall be considered for any purpose under this section.

Section 4.7 Use of Compensatory Time

Use of compensatory time shall be subject to the operational and scheduling needs of the Employer. All accumulated compensatory time which has not been used or scheduled by October 16 in any calendar year will be paid to employees in the form of cash.

Section 4.8 Acting Up

The Employer may assign employees to perform, and be held accountable for, substantially all of the duties and responsibilities of a higher rated job classification not covered by this Agreement. Such assignments will be equitably rotated among eligible employees assigned to the affected shift, in accordance with the Employer's protocols for such assignments. Employees shall have no right to refuse to accept such assignments. For each such assignment that continues through an entire shift, the employee will be credited with two (2) hours of compensatory time.

ARTICLE 5

HOURS OF WORK

Section 5.1 Hours of Work

This article shall not be construed as a guarantee of work or hours for any day or week.

The Employer's work week shall begin at 12:00 A.M. Sunday (one minute after 11:59 P.M. Saturday) and shall end at 12:00 A.M. the following Sunday.

The normal workweek for employees shall consist of forty (40) hours worked, with two (2) consecutive days off, in accordance with current practices.

The normal workday for employees shall consist of eight (8) hours worked per day. Current watch schedules are as follows: 8:30 p.m. - 5:00 a.m.; 4:30 a.m. - 1:00 p.m.; and 12:30 p.m. - 9:00 p.m.

Before implementing any changes to the normal workweek, the normal workday, or current watch schedules, the Employer will notify the Union. Except in emergencies, at least ten (10) calendar days advance notice of any such changes shall be given to employees and the Union. If so requested by the Union, the Employer will meet with the Union to discuss such changes. Nothing in this Article shall be construed as precluding the Employer from temporarily changing an employee's work day or workweek schedule for any given work day or workweek based on operational needs, without advance notice to the Union, subject to the terms of Section 5.2 of this Agreement. Nor shall anything in this Article be construed as precluding the Union and the Employer from agreeing to meet and discuss any changes to the normal workweek, the normal workday, and/or current watch schedules, that may be proposed by the Union during the term of this Agreement.

Section 5.2 Change of Day Off

Regular days off for employees covered by this Agreement may be changed to meet the needs of the Employer. When there is an operational need to change days off, the Employer shall first seek volunteers. If there are not enough volunteers, the Employer will change an employee's day off by seniority, the least senior employee first.

ARTICLE 6

HOLIDAYS

Section 6.1 Full-Time Salaried Employees

Full-time salaried employees shall receive the following days off without any change in their regular salary, provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission will not be unreasonably denied:

1. New Year's Day
2. Dr. Martin Luther King, Jr.'s Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

In addition to the foregoing twelve (12) paid holidays, employees shall receive one (1) personal day, which may be scheduled in accordance with the

procedures for vacation selection set forth in Section 7.2 below. An employee shall not be required to schedule said personal day in the vacation selection period. If an employee elects not to schedule said personal day as provided above, the employee may request his/her Department to use said personal day. If an employee is required to work on a scheduled personal day by the Employer, the employee shall be entitled to holiday pay pursuant to Section 6.2.

Section 6.2 Holiday Observance

Except for employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled work week includes Saturday or Sunday said holiday will be observed on that day.

When said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, providing the employee works the full scheduled work day immediately preceding and following such vacation period, unless such absence is excused by the Employer.

Employees who are required to work a regular four of duty on an established holiday shall receive compensatory time at one and one-half (1.5) times their regular straight time rate of pay for each hour worked on each such holiday. Employees whose regular day off coincides with an established holiday shall be granted another day off for each such holiday, without any change in their regular salary, at a time mutually agreed between the employee and the Department Head.

Where the Employer determines that operational needs allow for the grant of a holiday off for an employee who would otherwise have been scheduled to work, said holiday off will be granted to an employee who has submitted a request for the holiday off at least twenty-four (24) hours in advance. Holidays off under this paragraph will be subject to rotation from a seniority list for each watch. An employee whose request is granted will be rotated to the bottom of the list.

Section 6.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure to Report to Work on a Scheduled Holiday

If an employee is scheduled to work on a Holiday and fails to report for work, the employee shall forfeit his/her right to pay for that paid scheduled holiday. An employee may utilize any available time, in accordance with the applicable Employer policy.

ARTICLE 7

VACATIONS

Section 7.1

(a) Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1:

<u>Continuous Service Prior to July 1</u>	<u>Vacation</u>
Less than 6 years	13 days
6 or more, but less than 14 years	18 days
14 or more years	23 days
After 24 years	24 days
After 25 years	25 days

(b) Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

- (i) The employee did not have 12 months of continuous service in the preceding calendar and is on the payroll as of January 1 of the current calendar year; or
- (ii) The employee was separated from employment, other than for just cause, during a calendar year in which the employee did not have 12 months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible. Any fraction is rounded off to the nearest whole number of days.

Part time employees who work at least 80 hours per month earn vacation on a pro-rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

(c) Retention of Eligibility

All earned vacation leave not taken in the vacation year it is due shall be forfeited unless the employee was denied vacation by the Employer, or the employee was unable to take vacation because the employee was on an approved leave of absence, including a Duty Disability leave of absence. Employees on Duty Disability shall retain any vacation leave earned prior to being placed on Duty Disability leave, together with all vacation time earned during the period of Duty Disability for the twelve (12) months following the date on which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work.

(d) Employees who are terminated for cause shall not be entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days or engaged in conduct in violation of Article 13 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

(e) Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.2 Vacation Selection

Vacation shall be selected by seniority, provided that the Employer shall have the right to determine the number of employees who can be on vacation at any one time which will not hinder the operation of the Employer. Prior to determining which vacation requests will be granted, the Employer will take staffing levels into

consideration. Vacations may, at the Employer's request, subject to the operational and scheduling requirements of the Department, be split into two relatively equal segments. Such requests shall not be unreasonably denied. Shift/watch selection will occur prior to vacation selections within each shift/watch. Vacation selection shall be completed by December 15 of each year. An employee will not be denied a vacation request based solely on Communications Operations Manager ("Watch Manager") staffing; provided, however, that such a request may be denied in the event that there is not at least one Watch Manager or employee who is eligible and available to act as a Watch Manager assigned to that watch and available for duty for the vacation segment in question.

ARTICLE 8

CONTINUOUS SERVICE

Section 8.1 Continuous Service

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

- (a) An approved, unpaid leave of absence of thirty (30) days or less or layoff of forty (40) days or less;
- (b) An absence where the employee is adjudged eligible for duty disability compensation;
- (c) An approved Family and Medical Leave of absence;

- (d) An approved medical leave of absence of one year or less; or
- (e) An approved personal leave of absence of one year or less.

Section 8.2 Interruption in Service

Employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, unpaid leaves of absence for more than thirty (30) days, layoff for more than forty (40) days, or for any other unpaid leave or other interruption in service not specifically referenced in Section 8.1 above.

Section 8.3 Break In Service

Notwithstanding the provisions of any ordinance or rule to the contrary, seniority or continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee:

- (a) quits or resigns;
- (b) is discharged for cause;
- (c) retires;
- (d) is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice;
- (e) does not actively work for the Employer for 12 months for any reason except military service, approved Union or medical leave of absence, or duty disability leave;

(f) is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began;

(g) is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

Section 8.4 Seniority

For all purposes under this Agreement, the word “seniority” shall mean the employee’s continuous service in his or her current job classification (“time in title”), except only where specifically defined otherwise. In the event two (2) or more employees have the same seniority date, the employee with the greater continuous service in all job classifications held in the Department shall be considered the more senior. In the event two (2) or more employees have both the same seniority date and the same length of continuous service in all job classifications held in the Department, a one-time lottery shall be conducted to break the seniority tie.

Section 8.5 Probationary Employment

New employees will be regarded as probationary employees for the first six (6) months of their employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) working days, or the first sixty (60) days of any time spent in required training courses, shall extend the probationary period of time equal to the absence or the first sixty (60) days of the training period. Probationary employees continuing in the service of the Employer after six (6) months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete

his/her probationary period within one year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served ninety (90) days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.3 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement; provided, however, that probationary employees who already receive dental and/or vision insurance at the time they become probationary employees will retain those benefits during the probationary period. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6 Watch Assignments

Not later than the first day of December each year, the Employer will provide all employees the opportunity to bid for watch schedule assignments for the following calendar year. Watch schedule assignments will be made in seniority order, with the preferences of the most senior employees honored first. If there are insufficient bids for any watch schedules, assignments to those schedules will be made in reverse seniority order.

When a mandatory change of watch is made by the Employer, reasonable advance notice will be given to the employee. Employee seniority shall be considered when making such watch changes.

Section 8.7 Filling of Permanent Vacancies

(a) The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

(b) Employees within a department in the same job classification who desire a change in shift or day off group shall request such change in writing on the Employer's form at any time for the remainder of the calendar year. An employee may make no more than one request at a time. When an employee request is executed the employee may not submit another request for six (6) months from the date the transfer is effected. Following a request from the Union, the Employer shall provide to the Union copies of any transfer requests on file.

(c) Prior to filling any permanent vacancy in the bargaining unit, the Employer shall select the most senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Union a list of newly transferred employees by department once a month.

Section 8.8 Detailing

(a) Detailing is the temporary transfer of an employee to a work assignment within his/her job classification on a different shift or watch or day off group. The Employer shall notify employees of the requirements for said detailing.

(b) Where any detail is expected to last more than fourteen (14) days, the terms of this Section 8.7(b) shall apply. The Employer shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by reverse

seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year. In all cases, the employee selected must have the then present ability to perform the work required without further training. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied. Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.

(c) No detail shall last more than ninety (90) days, absent the agreement of the Union.

ARTICLE 9

GROUP HEALTH AND CONTRIBUTIONS

Section 9.1 Group Health and Contributions

The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life (\$25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, and subject to Section 9.2 below.

Section 9.2 Joint Labor Management Cooperation Committee on Health Care

(a) The Employer and the Union (the "Parties") agree to be bound by determinations and recommendations of the Joint Labor Management Cooperation Committee ("LMCC") negotiated between the Employer and the Coalition of Unionized Public Employees ("COUPE") and created pursuant to applicable state and federal law. The purpose of the LMCC is to research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the term of this Agreement. The LMCC Agreement and Declaration of Trust ("Trust Agreement") is attached to this Agreement as Appendix B.

- (b) The Trust Agreement shall address, without limitation, the following:
1. Formation of a Committee to govern the LMCC consisting of up to thirty (30) Trustees, with half of the Trustees to be appointed by the Employer, and half to be appointed by unions who represent employees of the Employer, and who have also agreed to participate in the LMCC (“Participating Labor Unions”).
 2. Appointment by the City and Participating Labor Unions of a Co-Chair and Vice-Chair as designated in the Trust Agreement.
 3. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.
 4. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.3 Self Insurance Plans

The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

Section 9.4 Disputes

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement.

Section 9.5 HMO

Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selection an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary, subject to Section 9.2 above.

Section 9.6 Dual Coverage

Where both husband and wife or other family members eligible under one (1) family coverage are employed by the Employer, the Employer shall pay for only one (1) family insurance or family health plan.

ARTICLE 10 LEAVES OF ABSENCE

Section 10.1 - Bereavement Pay

In the event of a death in an employee's immediate family or domestic partner such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work. Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter

(including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee. Domestic partners are defined as two persons regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six months; are each eighteen years of age or older; not married to anyone; not related by blood closer than would bar marriage in the State of Illinois; and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities. To qualify as a "domestic partner" under this section, the employee must register the domestic partner's name with the City of Chicago.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit her/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer

with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

Each salaried paid employee shall receive sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar year. Each such employee appointed after January 1 of the calendar year shall be allowed sick leave at the rate of one day for each month of employment through December 31 of that year.

Sick leave credit shall accrue to a maximum of 200 work days at the rate of twelve (12) days per year less days of sick leave used. Sick leave not taken at the time of termination shall cease and end all rights for compensation. Sick leave accrued while working for another public agency shall not be transferable.

Employees shall be credited with one (1) day of paid sick leave on the first day of each month. In the event an employee, or a member of employee's immediate family, experiences a serious health condition within the meaning of the Family and Medical Leave Act, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. Should

the employee's, or his/her immediate family member's serious health condition require the employee to be absent into the next calendar year, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. The Employer reserves the right to require an employee to provide documentation that a serious illness which would qualify for family and medical leave under the FMLA exists.

Use of sick leave as provided for in this Section shall not be detrimental to the evaluation of an employee's job performance. Employees who use sick leave as provided herein shall have their job performance evaluated on the same basis and under the same criteria as employees who have not used sick leave. Nothing herein shall preclude the Employer from delaying an employee's evaluation in the event that the time worked by the employee during the evaluation period does not provide an adequate basis for evaluation.

Nothing herein shall be construed as requiring any employee to forfeit any sick leave credit accumulated by virtue of employment with the Employer prior to the effective date of this Agreement, up to the maximum of 200 work days.

Section 10.5 Family and Medical Leave

Bargaining unit employees who have been employed a minimum of twelve (12) months, and who have worked 1,250 hours in the preceding twelve (12) months, shall be entitled to up to twelve (12) weeks unpaid leave within a twelve (12) month period for any of the following reasons:

- (1) for the birth of an employee's child and to care for such child;
- (2) for the placement of a child with the employee for adoption or foster care;
- (3) to care for the employee's spouse, child or parent with a serious health condition; and

- (4) due to a serious health condition affecting the employee.

All such leaves are subject to the provisions of the Family and Medical Leave Act and the regulations thereunder, as well as the policies of the Employer in effect as of the date of this Agreement.

During any leave taken pursuant to this provision, the employee's health care coverage shall be maintained as if the employee were working, and seniority shall accrue.

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within fourteen (14) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 10.7 Personal Leave

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job subject to the layoff, recall and break-in-service provisions of this Agreement.

Employees shall be granted leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with the employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for the duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above.

Section 10.8 Medical Leave

Non-probationary employees shall be granted medical leaves of absence without pay upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three-month periods, for a total medical leave of absence up to one (1) year. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedures which shall be provided the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration of the leave's extension, provided the employee has complied with the Employer's procedures.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of absence shall retain, but not accumulate seniority.

Employees who return from medical leave of absence within one (1) year shall be reinstated to their former job, subject to layoff and recall provisions of this Agreement. If the employee returns to work after more than one (1) year on a medical leave of absence, the employee shall be returned to his/her former job if it is open. If not, the employee will be placed on a list for reinstatement.

Section 10.9 Union Leave

One (1) non-probationary employee may be granted a Union leave of absence without pay to serve on the Union staff or to be an officer of the Union, for up to two (2) years. The number and length of such leaves may be increased by mutual written agreement of the Employer and Union. Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Section 10.10 - Present Ability

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work without further training after a reasonable amount of orientation; provided that no employee will be denied reinstatement under this section solely because, due to the leave of absence, the employee was unable to participate in any training required by the Employer.

ARTICLE 11

DISCIPLINE

Section 11.1 - Discipline Procedures

(a) Non-probationary, Career Service employees shall be discharged or otherwise disciplined only for just cause.

(b) Discharges shall be governed exclusively by the Employer's Personnel Rules and Human Resources Board Rules, and shall not be subject to the grievance and arbitration provisions of Article 12 of this Agreement. An employee may be discharged for just cause before the Human Resources Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board in accordance with said Board's rules and procedures, including applicable time frames. In the event that a discharged employee appeals an adverse decision of the Human Resources Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Human Resources Board is reversed or remanded, resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Human Resources Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under Article 12 of this Agreement.

(c) Written reprimands and suspensions shall be governed exclusively by the grievance and arbitration provisions of Article 12 of this Agreement, and such disciplinary actions shall not be subject to review before the Human Resources Board.

(d) An employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any interrogation or hearings.

- (e) The Employer within its discretion may determine whether disciplinary

action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

- (f) In cases of oral warnings, the supervisor or his/her designee shall inform

the employee that he/she is receiving an oral warning and the reasons therefor. For discipline other than oral warnings, the employee's immediate supervisor or his/her designee shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor or his/her designee shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. If the employee requests the presence of a Union representative at a meeting, one will be provided, if available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

Section 11.2 - Conduct of Disciplinary Investigations by the Inspector General

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview by the Inspector General will be conducted in the following manner:

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

- B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.
- C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.
- D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.
- E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.
- F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.
- G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.
- H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that

criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

- I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.
- J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.
- K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.
- L. This Section shall not apply to employee witnesses.
- M. The identity of an employee under investigation shall not be made

available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information, including employee statements, that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2) (a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law

Department in writing not later than ten (10) calendar days before an arbitration or Human Resources Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Human Resources Board hearing shall be tolled until the arbitrator renders a decision as provided below. (2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the

Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

- P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

Section 11.3 File Inspection

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours, except for information which the Employer deems confidential. Said files shall be made available for inspection by the affected employee by no later than fourteen (14) working days after the Employer's receipt of notice from the employee. Nothing in this Section shall be construed as in any way limiting employees' rights to access personnel files as provided under State law.

Section 11.4 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, as provided for in Section 11.3 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 11.5 Use and Destruction of File Material

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings. Any record of discipline may be used as a basis for further discipline for a period of time not to exceed eighteen (18) months from the date the discipline was issued to the employee, or, in the case of a suspension, from the last date the suspension was served; provided, however, that said record of discipline may continue to be used as a basis for further discipline beyond said eighteen (18) month period if the employee is charged with at least one additional, substantially similar offense at any time within said eighteen (18) month period.

ARTICLE 12

GRIEVANCE AND ARBITRATION

Section 12.1

(a) Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, any discipline of probationary and other non-Career Service employees, and all discharges shall be excluded from grievance and arbitration.

(b) Except as provided in Section 12.1(a) above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in accordance with the terms and procedures provided in this Article.

(c) There shall be no interruption of the operations of the Employer.

- (d) It is agreed that the time limitations set forth herein are of the essence,

and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement. Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Section 12.2

- (a) Before a formal grievance is initiated, the employee may discuss the matter

with his/her immediate supervisor. If the problem is not resolved in this discussion, the following procedure shall be used to adjust the grievance:

(b) Step I - Immediate Supervisor

- A. The Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, the Union may submit the grievance in letter form, within twelve (12) working days of the earlier of either the affected employee or the Union having knowledge of the event which gives rise to the grievance. The Union will indicate what Section and part of the Agreement the Employer is alleged to have violated, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the Union in writing of the decision.

(c) Step II

- A. If the grievance is not settled at Step I, the Union shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision by the immediate supervisor, or the date it was due under Step I. The name of the Department Head designee shall be provided to the Union.
- B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.
- C. The Department Head or the Department Head's designee will notify the Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the

grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

(d) Step III - Arbitration

- A. If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated Law Department representative, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.
- B. Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.
- C. Arbitrators will advise the parties of their fees and expenses prior to selection, and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

- D. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability, including timeliness, shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

Section 12.3

- (a) Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- (b) If the grievance or arbitration affects more than one employee, it may be presented in the name of a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group who have been properly identified in accordance with this subsection.

- (c) Even though a grievance has been filed, employees are obligated to follow

instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

- (d) Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes would be resolved more expeditiously, may be filed at the option of the Union at Step II.

- (e) The Union may request the production of specific documentation, books,

papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

ARTICLE 13

NO STRIKE OR LOCKOUT

Section 13.1 No Strike

During the term of this Agreement neither the Union, its officers or members shall instigate, call, encourage, sanction, recognize, condone, or participate in any strike, sympathy strike, concerted slowdown, stoppage of work, boycott, picketing, or interference with rendering of services by the Employer.

Section 13.2 Union's Responsibility

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any bargaining unit employee, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all reasonable steps in good faith to end such action, the Employer agrees that the Union shall not be responsible for, and that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

Section 13.3 Discipline For Breach

The Employer in its sole discretion may terminate the employment or otherwise discipline any employee who engages in any act forbidden in this Article, subject to the grievance procedure.

Section 13.4 No Lockout

The Employer agrees not to lock out the employees during the term of this Agreement.

ARTICLE 14

DUES DEDUCTION AND FAIR SHARE

Section 14.1

- (a) Any employee covered by this Agreement who is a member of the Union

on the effective date of this Agreement shall, as a condition of continuing employment, remain a member of the Union and shall tender to the Union those dues and fees uniformly required of Union members in good standing, for the life of this Agreement.

(b) The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorneys fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with all sections and subsections of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

(c) The Employer shall provide to the Union each month the name, address, classification, rate of salary and starting date of the employees in the bargaining unit.

(d) It is further agreed that thirty (30) days after the execution of this Agreement or the employee's date of hire or entry into the Bargaining Unit, whichever is later, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted under the terms and procedures to be agreed to between the Employer and each of the Unions. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

(e) Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 14.2 Notification of Dues Change

Any change in the amount of dues or fair share fees to be deducted shall be communicated to the Employer by the Union at least fourteen (14) days prior to the effective date of said change.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 15.2 New or Merged Job Classifications

The Employer shall promptly notify the Union within forty-five (45) days of its desire to establish a new classification or a successor title to any present classification. No title which is already in use in another bargaining unit in the City shall be used as a successor title. Where the successor titles are used to clarify employee duties within bargaining units, or where there are no changes in duties, or where the new classification or successor title involves "de minimis" changes in or additions to present duties, such new classification or successor

title shall automatically become part of this bargaining unit and shall be covered under this Agreement.

Where employees are placed by the Employer in a new classification covered by this Agreement under any of the circumstances described in the first paragraph of this Section 15.2, their seniority shall consist of all time in the new or successor title or classification, plus all time in the predecessor title or classification.

Upon request of the Union, the Employer shall meet and discuss the pay grade/rate and placement within the Employer's promotional lines, as established by the Employer, for the new or merged classifications.

Section 15.3 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required; provided, however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union will not perform the work of said employees. For example, if an SPCO is on vacation, a Police Communications Operator II shall not be assigned as a replacement SPCO. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

It is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and

materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 15.4 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 12 herein regarding arbitration of grievances shall apply, except that, in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 12 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 15.5 - Privatization

Before contracting out work which has been traditionally performed by SPCO's, the Employer will provide the Union with written notice at least thirty (30) days prior to the date the contractor is to begin performance of the work. Such notice shall contain the name and address of the contractor that will be performing said work, and a description of the work to be performed. Within seven (7) working days of a request by the Union, the Employer will meet with the Union to discuss the contracting out.

Section 15.6 Rules and Regulations

The Employer shall have the right to make, and from time to time change, reasonable rules and regulations, after prior notice to and discussion with the Union, and to require employees' compliance therewith after such notice to and discussion with the Union, and after notification to employees, provided that no such rule or regulation or change therein shall be contrary to or inconsistent with this Agreement or law.

Section 15.7 - Performance Evaluations

As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation. An employee's signature will indicate only that he/she has seen the evaluation. The evaluation form shall state that it is the employee's right to place a rebuttal in his/her file if the employee so chooses.

Section 15.8 - Tuition Reimbursement

The Employer's current Tuition Reimbursement policy shall continue in effect. If the Employer proposes to initiate any changes to said policy, the Employer shall first provide the Union with written notification of such proposed changes, and, following a request from the Union, will meet and discuss the proposed changes with the Union.

Section 15.9 Deferred Compensation

The Employer's current policies with respect to deferred compensation shall continue in effect during the term of this Agreement.

Section 15.10 Safety

The Employer shall continue its efforts to provide for a safe working environment for its employees, as required by federal and state laws. Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance Procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 15.11 Residency

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

ARTICLE 16

LAYOFFS AND RE-EMPLOYMENT

Section 16.1 Notice of Layoffs

When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall notify the Union and employees to be laid off no later than fourteen (14) days prior to such layoff, except where lay offs result from a sudden emergency beyond the control of the administration of the Employer and/or as a result of action by the City Council, such notice shall be given to the Union and the employees as soon as the Employer has knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff. Probationary employees shall be laid off first, then employees shall be laid off in accordance with their seniority, provided the employees remaining have the ability to perform the jobs needed to the satisfaction of the Employer.

Section 16.2 Hiring During Layoffs

No new employees may be hired to perform duties normally performed by a laid off employee while employees are in layoff status and eligible for recall.

Section 16.3 Layoffs and Recall

(a) The least senior employees in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department, and provided further that the layoff does

not have a negative effect on the Employer's efforts to ensure equal employment opportunities.

(b) Employees shall be recalled in the reverse order they were laid off, provided the employee has the then present ability to perform the job to the Employer's satisfaction without further training.

(c) Employees shall retain and accumulate seniority and continuous service while on layoff, subject to the terms of Article 8 of this Agreement.

Section 16.4 Abolishment of Job Classification

If the Employer intends to abolish a job classification, the Employer shall notify the Union as soon as it is known and, upon request, meet and discuss the Employer's intention. The Employer shall advise the Union of its reasons and how, if at all, the work presently being performed by members of the unit will be performed in the future. Abolishment shall be defined as the layoff of all present members of the classification in a department or job title, or the creation of a new department or agency within the City of Chicago government.

ARTICLE 17

UNION RIGHTS

Section 17.1

The Union shall have the right and responsibility to represent the interests of all employees in the bargaining unit, to present its views to the Employer on matters of concern, either orally or in writing, and to consult and be consulted with in accordance with the terms of this Agreement and applicable law.

Section 17.2 - Right of Access

Authorized representatives of the Union shall be permitted entry to the premises of the Employer at any reasonable time for purpose of handling

grievances, observing conditions under which employees are working and to administer this Agreement consistent with the Employer's reasonable visitation rules. The Union will not abuse this right, and such right of entry shall at all times be conducted in a manner so as not to interfere with the Employer's normal operations. The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of the Union's authorized representatives, and shall notify the Employer promptly of any changes. The Employer may change or set rules of access, provided any change in practice shall be reasonable and subject to the grievance procedure.

Section 17.3 - Stewards

The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of employees designated to serve as Union stewards, and shall notify the Employer promptly of any changes. Employees acting as stewards shall not be discriminated against, nor transferred from their job classifications or departments, because of their activities on behalf of the Union. Any transfers of stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance.

Section 17.4 Bulletin Boards

The Union shall have the right of access to a bulletin board at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on bulletin boards.

Section 17.5 Union Meetings

The Union shall have suitable space on the Employer's premises for monthly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties, and shall be subject to the Employer's reasonable rules for the use of its facilities.

Section 17.6 Grievance Processing

A grievant and a Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department. The grievant and the steward shall each provide reasonable advance notice to his/her immediate supervisor and request permission before using any working time to investigate and process grievances, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. If there is space available, the Employer, upon request of the Union steward, shall provide the use of a room and telephone to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities. This Section does not apply to any time spent preparing for or presenting arbitration hearings, after Step II of the grievance procedure has been completed.

Section 17.7 Negotiating Team

Up to two (2) employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay to the extent necessary to allow for their attendance, provided such absence from work will not interfere with the Employer's operations.

Section 17.8 Labor- Management Committee

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of the department or his/her designee shall meet quarterly with the Union representatives. Up to two (2) Union stewards may also attend such meetings, where such attendance will not interfere with the Employer's operations, and such attendance shall be without loss of pay to the extent the meeting takes place during the steward's working hours. A third Union steward may also attend such meetings, without pay, to the extent the meeting takes

place outside the Steward's working hours. Fewer or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be unreasonably denied. Meetings shall be scheduled a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business. The parties may discuss any subject of mutual concern, except for grievances and changes to this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

Section 17.9 Activity Report

The Employer shall, on a monthly basis, provide the Union with a list of all bargaining unit employees, including each employee's name, job classification, seniority, home address, and zip code.

ARTICLE 18

DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's essential mission is to provide services to its citizens in a safe and economic manner. The parties to this Agreement recognize that drug and alcohol abuse in the workplace has a deleterious effect on the health and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the City and employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer has also established its confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse,

and the parties to this Agreement urge employees who have such problems to utilize the Program's services.

To maintain a workplace which provides a safe and healthy work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 Definitions

- (a) Alcohol: Ethyl alcohol
- (b) Prohibited Items and Substances: All illegal drugs and controlled substances, alcoholic beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the Employer.
- (c) Employer Premises: All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer has authority as employer.
- (d) Employer: All persons covered by this Agreement.
- (e) Accident: an event resulting in injury to a person requiring medical attention or causing significant damage to property to which an employee contributed as a direct or indirect cause.
- (f) Reasonable Cause: Erratic or unusual behavior by an employee, including but not limited to noticeable imbalance, incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.
- (g) Under the Influence: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

(h) Test: The taking and analysis of any body component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol or any metabolite thereof.

Section 18.3 Disciplinary Action

(a) All employees must report to work in a physical condition that will enable them to perform their jobs in a safe manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances on or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

- (i) test positive for drug and/or alcohol use;
- (ii) refuse to cooperate with testing procedures;
- (iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;
- (iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or

drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

- () a test may be administered in the event that two superiors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.
- (ii) a test may be required if an employee is involved in a workplace accident or fighting;
- (iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(b) Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the United States Department of Health and Human Services ("DHHS"), and may consist of either blood or urine tests, or both. The

Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the Substance Abuse and Mental Health Services Administration (SAMSA) guidelines for federal workplace drug testing programs, dated June 9, 1994 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the DHHS guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceeding under Section 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee

whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, or any employee.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 18.5 Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program.

ARTICLE 19

WAIVER AND SEPARABILITY

Section 19.1 Complete Agreement/Waiver

This Agreement constitutes the entire Contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. The parties expressly waive and relinquish the right, and each agrees that the other shall not be obligated during

the term of this Agreement, to bargain collectively with respect to any subject matter concerning wages, hours or conditions of employment referred to or covered in this Agreement, or discarded during the negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

Section 19.2 Separability

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance, now existing or subsequently enacted, or by decree of a court of competent jurisdiction, only that portion of the Agreement shall be come null and void, and the remainder shall remain in full force and effect in accordance with its terms. The parties shall meet relating to the repeal of any such provision.

ARTICLE 20

TERM OF AGREEMENT

Section 20.1 Term of Agreement

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, and shall remain in effect through 11:59 p.m. on June 30, 2012, subject to the terms of Sections 20.2 and 20.3 of this Article. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. It is further agreed that in the event the City of Chicago agrees to or authorizes additional vacation, holidays or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Section 20.2 Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

- (a) Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
- (b) The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care ("LMCC"), as defined below:
 - 1. The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

2. Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.
3. Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of the following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:
 - Health Plan set forth in Article 9;
 - Structure of the LMCC;
 - Composition of the LMCC;
 - Funding of the LMCC;

provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has executed this document on the date set forth below:

FOR THE CITY OF CHICAGO:

Date: _____

FOR THE UNION:

Rocky Stojewski

Date: 3/28/2013

Barbara Connett

Date: 3-28-2013

Date: _____

LETTER OF AGREEMENT NO. 1

March 15, 2013

Kevin Camden, General Counsel
Teamsters Local 700
5940 West Montrose Avenue
Chicago, IL 60634

**Re: Teamsters Local 700 and City of Chicago
CBA Negotiations - Holidays**

Dear Mr. Camden:

This is to confirm the parties' agreement that, due to the City's dramatic decline in revenues during the recent two fiscal years, and notwithstanding any terms of the parties' collective bargaining agreement ("CBA"), to the contrary, the following terms and conditions shall be in effect from the effective date of ratification of the CBA through June 30, 2014:

1. The Union hereby agrees to waive the holiday provisions of Article 6 of the CBA; provided, however, that neither Labor Day of 2013 nor the right to receive one (1) personal day in 2013 shall be included in said waiver. Accordingly, in the event an employee's regular day off coincides with an established holiday that is subject to this waiver, or an employee is required to work a regular tour of duty on such a holiday, the employee will not be granted another day off without loss of pay for that holiday; however, the employee may request to take another day off for such holiday, with a reduction of eight (8) hours from the employee's regular salary for each such day off.

2. Effective July 1, 2014, the holiday provisions of Article 6 of the CBA shall be restored in full.

Please signify the Union's agreement by signing below.

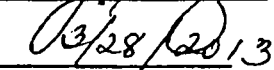
Sincerely,


Chief Labor Negotiator
(312) 744-5395

AGREED:

Teamsters Local 700

By: 

Date: 


3.28.2013



Office of the City Clerk



O2013-2563

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Regional Transportation Authority and City of Chicago Department of Housing and Economic Development to create Metra Station Areas Typology Study
Committee(s) Assignment:	Committee on Transportation and Public Way



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Regional Transportation Authority.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the Regional Transportation Authority (the "RTA") is a municipal corporation of the State of Illinois; and

WHEREAS, the City, through its Department of Housing and Economic Development (the "Department"), has been working cooperatively with the RTA to conduct a Metra Station Areas Typology Study ("the Study"); and

WHEREAS, the goal of the Study is to encourage transit-friendly development in the vicinity of all Metra rail station areas located in the City, to provide a tool for elected officials and private developers to attract appropriate, desired development to the rail station areas, and to identify opportunities for development of Metra and City-owned properties in the vicinity of the rail stations; and

WHEREAS, in furtherance of the objectives of the Study, the RTA wishes to contract with a consultant ("the Consultant") to work in collaboration with the City to develop the Study; and

WHEREAS, the City and the RTA wish to enter into an intergovernmental agreement, in substantially the form attached as Exhibit A (the "Agreement"), whereby the respective understandings, covenants and obligations of the City and the RTA for jointly undertaking the Study, including contracting with the Consultant, shall be set forth; and

WHEREAS, the City and the RTA each have the legal authority to enter into the Agreement pursuant to Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 et seq.), now, therefore,

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

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

SECTION 2. The Commissioner of the Department ("Commissioner"), or designee, is authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Agreement, and specifically with the indemnity provisions contained therein, and such other documents as are necessary, between the City and the RTA, which Agreement may contain such changes, deletions or insertions as shall be approved the parties executing the same on the part of the City.

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 other provisions of this ordinance.

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

EXHIBIT A TO THE ORDINANCE

(see attached)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY,
AND THE CITY OF CHICAGO, DEPARTMENT OF HOUSING AND
ECONOMIC DEVELOPMENT
Contract No.: IGA-2013-29**

This Intergovernmental Agreement ("Agreement") and is entered into by and between the Regional Transportation Authority ("the RTA"), a municipal corporation of the State of Illinois, and the City of Chicago, Department of Housing and Economic Development ("the City"), referred to collectively as the Parties.

Section 1. Nature and Purpose of Agreement

Pursuant to Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended, (5 ILCS 220/1 et seq.), the RTA and the City enter into this Agreement.

The Parties to this Agreement desire to create a Metra Station Areas Typology Study. The goal of this study is to encourage transit-friendly development in the vicinity of all Metra rail station areas located in the City; provide a tool for elected officials and private developers to attract appropriate, desired development to station areas; and identify opportunities for enhancement of Metra Stations and additional development around Metra and City-owned properties in the vicinity of Metra rail stations. In furtherance of this objective, the RTA seeks to contract with a consultant (the "Consultant") to work in collaboration with the City to develop the Study. The Consultant will complete the creation of a Metra Station Areas Typology Study that will serve as an operational tool/resource that the Department of Housing & Economic Development can utilize to help guide development and infrastructure decisions within the City of Chicago.

The RTA and the City each have the statutory authority to conduct, sponsor or participate in the conduct of this Study. It is the purpose of this Agreement to set forth the respective understandings, covenants and obligations of the Parties with respect to the conduct of the Study creation.

Section 2. Consultant Contract

The RTA shall negotiate and enter into a contract with the Consultant to assist in the conduct of this Study. Consultant selection was based on the recommendation of a selection panel in accordance with the evaluation criteria specified in the Request for Proposal issued for a Consultant. The contract shall be in an amount not to exceed \$125,000.

Section 3. Conduct of the Study

The Parties have agreed to jointly undertake this study and, to that end, have established a project committee (the "Committee") to guide the Study. The Committee includes Metra, alderman, civic organizations, and residents. The Committee will be responsible for the overall conduct of the study, with project management provided by the RTA. The Parties have agreed to make available relevant resources (e.g., land use plans, redevelopment plans, ridership projections, demographic data, etc.) that they have in hand to assist the RTA and the Consultant in the conduct of the study. The RTA will not be responsible for the completeness or accuracy of any information or data provided to the Consultant by Parties other than the RTA.

Section 4. Payment Conditions and Procedures

The RTA is responsible for the payment of all necessary, proper and allowable costs for the Consultant contract. The City will reimburse the RTA for an amount not to exceed (\$25,000) or 20% of such actual incurred costs of the contract with the Consultant. In addition, the City will reimburse the RTA for 100% of any costs incurred in the conduct of the Study creation in excess of \$125,000 and the RTA will include a provision in its agreement with the Contractor providing that the Contractor will not expend effort or incur costs in excess of \$125,000 without the approval of the City. The RTA, after receipt of the final invoice from the Consultant, will request such reimbursement from the City. The City, upon receipt of the request for reimbursement, shall honor such request by making payment to the RTA within 30 days of receipt of such request for reimbursement.

Section 5. General Terms and Conditions

a. Amendment.

The Parties agree that no change or modification of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by all Parties, and attached to and made a part of this Agreement.

b. Indemnification.

The City will indemnify, defend and hold harmless the RTA, its officials, agents and employees against any and all liabilities, losses, damages, claims, injuries, deaths, suits, costs, payments and expenses of every kind and nature, including reasonable attorneys' fees and disbursements, as a result of claims, demands, actions, suits, proceedings, judgments or settlements, that result from or arise out of any acts or omissions to act by the City, its corporate authorities, employees, agents and assigns in

the performance of this Agreement. The City will appear and defend all suits brought upon all such claims, demands, actions and proceedings and shall pay all costs and expenses incidental thereto, but the RTA will have the right, at its sole option and expense, to participate in the defense of any suit, without relieving the City of any of its obligations hereunder. The indemnification obligation contained in this paragraph will survive termination or expiration of this Agreement.

c. Confidentiality.

Any documents, data, records or other information given to or prepared by the Parties pursuant to this Agreement shall be maintained in a confidential manner and shall not be made available to any individual or organization (other than the RTA, the City, the Consultant, or the members of the Committee, as is appropriate and necessary) without prior written approval by the RTA, except to the extent required by law.

d. Documents Forming this Agreement.

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in this Agreement.

e. Warranties and Representations.

In connection with the execution of this Agreement, the City and the RTA each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

f. Non-liability of Public Officials.

No official, employee or agent of the RTA or the City will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City's or the RTA's execution or attempted execution or because of any breach hereof.

g. Counterparts.

This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the parties hereto and, once executed, will be deemed an original having identical legal effect.

h. Severability.

If any provisions of this Agreement will be held or deemed to be or will in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such

circumstances will not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

i. Interpretation.

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

j. Cooperation.

The City and the RTA agree at all times to cooperate fully with one another in the implementation of this Agreement.

k. Assignment.

Neither the RTA nor the City will assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.

l. Force Majeure.

Neither the RTA nor the City will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

m. Governing Law.

The Parties agree that, notwithstanding conflict of law principals, disputes which arise as a result of this Agreement will be heard in an Illinois court of competent jurisdiction and that Illinois law will be applied.

n. Miscellaneous.

Nothing in this Agreement is intended to create rights in any parties other than the RTA and the City. All rights and duties between the RTA and the Consultant shall be established by the Consultant contract for the Study and not by this Agreement.

o. Notices.

All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Heather Tabbert
- (b) in the case of the City:
121 North LaSalle Street, Room 905
Chicago, Illinois 60602
Attention: Daniel Klaiber

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

Section 6. Term/Termination

a. Term

This Agreement will commence as of the date of final execution by both parties and will continue until April 01, 2015. This Agreement may be extended at the sole discretion of the RTA, by advance written notice to the City.

b. Termination

This Agreement may be terminated by either the RTA or the City upon ninety (90) days written notice sent to the other party in accordance with Section 5o. of this Agreement. Following termination of this Agreement pursuant to this Section 6b., the City shall reimburse the RTA pursuant to the terms of Section 4 for any costs paid to the Consultant including termination fees.



Office of the City Clerk



O2013-2567

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Regional Transportation Authority and City of Chicago Department of Housing and Economic Development to create Western-Ashland Bus Rapid Transit Land Use Department Plan
Committee(s) Assignment:	Committee on Transportation and Public Way



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Regional Transportation Authority.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the Regional Transportation Authority (the "RTA") is a municipal corporation of the State of Illinois; and

WHEREAS, the City, through its Department of Housing and Economic Development (the "Department"), has been working cooperatively with the RTA to create a Western-Ashland Bus Rapid Transit Land Use Development Plan ("BRT Plan"); and

WHEREAS, the goal of the BRT Plan is to identify land use policy changes and to determine design standards that will create an appropriate mix of uses for a transit-friendly area, will support higher density residential development, will improve the pedestrian experience around BRT stations, and will encourage the development of amenities on adjacent private property to support the BRT stations; and

WHEREAS, in furtherance of the objectives of the BRT Plan, the RTA wishes to contract with a consultant ("the Consultant") to work in collaboration with the City to develop the BRT Plan; and

WHEREAS, the City and the RTA wish to enter into an intergovernmental agreement, in substantially the form attached as Exhibit A (the "Agreement"), whereby the respective understandings, covenants and obligations of the City and the RTA for jointly undertaking a study to develop the BRT Plan, including contracting with the Consultant, shall be set forth; and

WHEREAS, the City and the RTA each have the legal authority to enter into the Agreement pursuant to Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 et seq.), now, therefore,

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

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

SECTION 2. The Commissioner of the Department ("Commissioner"), or designee, is authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Agreement, and specifically with the indemnity provisions contained therein, and such other documents as are necessary, between the City and the RTA, which Agreement may contain such changes, deletions or insertions as shall be approved the parties executing the same on the part of the City.

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 other provisions of this ordinance.

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

EXHIBIT A TO THE ORDINANCE

(see attached)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY,
AND THE CITY OF CHICAGO, DEPARTMENT OF HOUSING AND
ECONOMIC DEVELOPMENT
Contract No.: IGA-2013-28**

This Intergovernmental Agreement ("Agreement") and is entered into by and between the Regional Transportation Authority ("the RTA"), a municipal corporation of the State of Illinois, and the City of Chicago, Department of Housing and Economic Development ("the City"), referred to collectively as the Parties.

Section 1. Nature and Purpose of Agreement

Pursuant to Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended, (5 ILCS 220/1 et seq.), the RTA and the City enter into this Agreement.

The Parties to this Agreement desire to create a Western-Ashland Bus Rapid Transit (BRT) Land Use Development Plan. The goal of this plan is to identify land use policy changes that will create an appropriate mix of uses for a transit-friendly area and that will support higher density residential development surrounding the stations. The plan will also determine design standards that will improve the pedestrian experience around the stations and encourage the provision of amenities in adjacent private space that will support the stations. In furtherance of this objective, the RTA seeks to contract with a consultant (the "Consultant") to work in collaboration with the City to develop the Plan. The Consultant will complete the creation of a Western-Ashland Bus Rapid Transit (BRT) Land Use Development Plan that will serve as an operational tool/resource for the City to benefit the transit system by increasing ridership.

The RTA and the City each have the statutory authority to conduct, sponsor or participate in the conduct of this Study. It is the purpose of this Agreement to set forth the respective understandings, covenants and obligations of the Parties with respect to the conduct of the Plan creation.

Section 2. Consultant Contract

The RTA shall negotiate and enter into a contract with the Consultant to assist in the conduct of this study. Consultant selection was based on the recommendation of a selection panel in accordance with the evaluation criteria specified in the Request for Proposal issued for a Consultant. The contract shall be in an amount not to exceed \$200,000.

Section 3. Conduct of the Study

The Parties have agreed to jointly undertake this study and, to that end, have established a project committee (the "Committee") to guide the Study. The Committee includes neighborhood residents and neighborhood organizations, City delegate agencies, Alderman for impacted wards, local business owners, local developers, and representatives from CTA, CDOT, and the RTA. The Committee will be responsible for the overall conduct of the study, with project management provided by the RTA. The Parties have agreed to make available relevant resources (e.g., land use plans, redevelopment plans, ridership projections, demographic data, etc.) that they have in hand to assist the RTA and the Consultant in the conduct of the study. The RTA will not be responsible for the completeness or accuracy of any information or data provided to the Consultant by Parties other than the RTA.

Section 4. Payment Conditions and Procedures

The RTA is responsible for the payment of all necessary, proper and allowable costs for the Consultant contract. The City will reimburse the RTA for an amount not to exceed (\$40,000) or 20% of such actual incurred costs of the contract with the Consultant. In addition, the City will reimburse the RTA for 100% of any costs incurred in the conduct of the Plan creation in excess of \$200,000 and the RTA will include a provision in its agreement with the Contractor providing that the Contractor will not expend effort or incur costs in excess of \$200,000 without the approval of the City. The RTA, after receipt of the final invoice from the Consultant, will request such reimbursement from the City. The City, upon receipt of the request for reimbursement, shall honor such request by making payment to the RTA within 30 days of receipt of such request for reimbursement.

Section 5. General Terms and Conditions

a. Amendment.

The Parties agree that no change or modification of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by all Parties, and attached to and made a part of this Agreement.

b. Indemnification.

The City will indemnify, defend and hold harmless the RTA, its officials, agents and employees against any and all liabilities, losses, damages, claims, injuries, deaths, suits, costs, payments and expenses of every kind and nature, including reasonable attorneys' fees and disbursements, as a result of claims, demands, actions, suits, proceedings, judgments or settlements, that result from or arise out of any acts or omissions to act by the City, its corporate authorities, employees, agents and assigns in the performance of this Agreement. The City will appear and defend all suits brought

upon all such claims, demands, actions and proceedings and shall pay all costs and expenses incidental thereto, but the RTA will have the right, at its sole option and expense, to participate in the defense of any suit, without relieving the City of any of its obligations hereunder. The indemnification obligation contained in this paragraph will survive termination or expiration of this Agreement.

c. Confidentiality.

Any documents, data, records or other information given to or prepared by the Parties pursuant to this Agreement shall be maintained in a confidential manner and shall not be made available to any individual or organization (other than the RTA, the City, the Consultant, or the members of the Committee, as is appropriate and necessary) without prior written approval by the RTA, except to the extent required by law.

d. Documents Forming this Agreement.

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in this Agreement.

e. Warranties and Representations.

In connection with the execution of this Agreement, the City and the RTA each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

f. Non-liability of Public Officials.

No official, employee or agent of the RTA or the City will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City's or the RTA's execution or attempted execution or because of any breach hereof.

g. Counterparts.

This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the parties hereto and, once executed, will be deemed an original having identical legal effect.

h. Severability.

If any provisions of this Agreement will be held or deemed to be or will in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances will not have the effect of rendering any other provision or provisions

herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

i. Interpretation.

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

j. Cooperation.

The City and the RTA agree at all times to cooperate fully with one another in the implementation of this Agreement.

k. Assignment.

Neither the RTA nor the City will assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.

l. Force Majeure.

Neither the RTA nor the City will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

m. Governing Law.

The Parties agree that, notwithstanding conflict of law principals, disputes which arise as a result of this Agreement will be heard in an Illinois court of competent jurisdiction and that Illinois law will be applied.

n. Miscellaneous.

Nothing in this Agreement is intended to create rights in any parties other than the RTA and the City. All rights and duties between the RTA and the Consultant shall be established by the Consultant contract for the Study and not by this Agreement.

o. Notices.

All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Heather Tabbert
- (b) in the case of the City:
121 North LaSalle Street, Room 100
Chicago, Illinois 60602
Attention: Jim Cox

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

Section 6. Term/Termination

a. Term

This Agreement will commence as of the date of final execution by both parties and will continue until April 01, 2015. This Agreement may be extended at the sole discretion of the RTA, by advance written notice to the City.

b. Termination

This Agreement may be terminated by either the RTA or the City upon ninety (90) days written notice sent to the other party in accordance with Section 5o. of this Agreement. Following termination of this Agreement pursuant to this Section 6b., the City shall reimburse the RTA pursuant to the terms of Section 4 for any costs paid to the Consultant including termination fees.

IN WITNESS WHEREOF, the Regional Transportation Authority and the City of Chicago have caused this Agreement to be executed, as of the date first set forth above, by their duly authorized officers.

City of Chicago

Regional Transportation Authority

By: _____

By: _____

Name: Andrew J. Mooney

Name: Joseph G. Costello *W*

Title: Commissioner

Title: Executive Director

Date: _____

Date: _____



Office of the City Clerk



O2013-2568

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District regarding provision of Tax Increment Financing to rehabilitate and improve property at 1466 S Wabash Ave
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the Park District has undertaken to rehabilitate and improve a parcel of land known as Coliseum Park (the "Project"), which is generally located at 1466 South Wabash Avenue, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

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

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

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on August 3, 1994 and published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages 54930 to 55146, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Near South Redevelopment Project Area" (the "Near South Redevelopment Area"); (ii) designated the Near South Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Near South Redevelopment Area; and

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

WHEREAS, the City, by and through its Department of Housing and Economic Development ("HED") wishes to make available to the Park District a portion of the Near South Increment in an amount not to exceed a total of \$500,000, for the purpose of reimbursing the Park District for expenses incurred in the rehabilitation and improvement of the Property (the "TIF-Funded Improvements") in the Near South Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, the Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Near South

Redevelopment Area; and

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

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

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

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

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

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

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

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

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

EXHIBIT A to the Ordinance

[Subject to Survey and Title Commitment]

Legal Description

General Location: 1466 South Wabash Avenue

P.I.N.: 17-22-106-040 and 17-22-106-041

Legal Description:

A strip of land 8,978 feet in width lying North and adjoining Lot 2 in Block 18 in the Assessor's Division of the Northwest Fractional $\frac{1}{4}$ of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian (except the West 10 feet of said land taken or used for an alley).

Also

Lot 2 (except the South 21.4 feet thereof) in Block 18 in the Assessor's Division of the Northwest Fractional $\frac{1}{4}$ of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois.

EXHIBIT B to the Ordinance

Intergovernmental Agreement

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

This Agreement is made this _____ day of _____, 20__ (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Housing and Economic Development ("**HED**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds expended for the rehabilitation of and improvements made to Coliseum Park (the "**Project**"), a 0.6 acre park located at 1466 South Wabash Avenue and legally described in **Exhibit A** (the "**Property**").

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

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

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on August 3, 1994 and published in the Journal of the Proceedings of the City Council (the "**Journal**") for said date at pages 54930 to 55146, the City Council: (i) approved and adopted a redevelopment plan and project (the "**Plan**") for a portion of the City known as the "Near South Redevelopment Project Area" (the "**Near South Redevelopment Area**"); (ii) designated the Near South Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Near South Redevelopment Area.

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

South Increment").

H. HED wishes to make available to the Park District a portion of the Near South Increment in an amount not to exceed a total of \$500,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Near South Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

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

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

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

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

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

N. On January 16, 2013, the Park District's Board of Commissioners passed a resolution expressing its desire to cooperate with the City in the completion of the Project and authorizing the execution of this Agreement (the "**Park District Ordinance**").

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. [INTENTIONALLY OMITTED – relating to the acquisition/conveyance of property]

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

time, pertaining to or affecting the Project or the Park District as related thereto.

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

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

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

SECTION 2. FUNDING

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

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

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 30 days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

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

2.3.2. [Intentionally Omitted – relating to title imperfections]

2.3.3. the Park District has satisfied the conditions stated in this **Section 2.3** within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may

terminate this Agreement by providing written notice to the other Party.

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

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

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

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

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

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

2.6. The current estimate of the cost of the Project is \$500,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will reimburse the Park District with the TIF Assistance for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed with the City in order to complete the Revised Project with the available funds.

2.7. **Exhibit C** contains a preliminary list of capital improvements, land assembly

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

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

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

SECTION 3. TERM.

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

3.2. [Intentionally Omitted – related to conveyance]

3.3. [Intentionally Omitted – related to conveyance]

3.4. [Intentionally Omitted – related to conveyance]

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

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

4.3. [Intentionally Omitted – relating to environmental remediation]

SECTION 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10. Intentionally Omitted.

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park

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

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

SECTION 7. DEFAULT.

7.1. [Intentionally omitted – relating to title]

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

7.3. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in **Section 7.2** and such default is not cured as described in **Section 7.4** hereof, the City may terminate this Agreement.

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City: City of Chicago
Department of Housing and Economic
Development
Attention: Commissioner
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

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

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5726 (Fax)

With copies to: Chicago Park District
General Counsel
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5328 (Fax)

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

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

8.15. Representatives. Immediately upon execution of this Agreement, the following

individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City: Nelson Chueng
City of Chicago
Department of Housing and Economic
Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-1074
(312) 744-6550 (Fax)

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

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

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

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

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

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

[The remainder of this page is intentionally blank.]

[Signatures appear on the following page.]

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

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

By: _____
Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By: _____
Kantrice Ogletree
Secretary

Exhibit A

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

General Location : 1466 South Wabash Avenue

P.I.N.: 17-22-106-040 and 17-22-106-041

Legal Description: A strip of land 8,978 feet in width lying North and adjoining Lot 2 in Block 18 in the Assessor's Division of the Northwest Fractional $\frac{1}{4}$ of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian (except the West 10 feet of said land taken or used for an alley).

Also

Lot 2 (except the South 21.4 feet thereof) in Block 18 in the Assessor's Division of the Northwest Fractional $\frac{1}{4}$ of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois.

Exhibit B

Plans and Specifications

See attached

[To be attached at closing]

Exhibit C

**Project Budget /
TIF-Funded Improvements**

Preliminary Budget

Playground	\$ 300,000
Dog friendly area improvements	\$ 110,000
Landscape upgrades/pergola	\$ 60,000
A/E Design	\$ 30,000
	<u>\$ 500,000</u>

The Commissioner may approve changes to the preliminary budget.

Exhibit D

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

\$ _____

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

\$ _____

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

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

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

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

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

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

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

Park District

By: _____

Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago

Department of Housing and Economic Development



Office of the City Clerk



O2013-2570

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District regarding provision of Tax Increment Financing to rehabilitate and improve property at 1801 S Indiana Ave
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the Park District has undertaken to rehabilitate and improve a parcel of land known as the Chicago Women's Park (the "Project"), which is generally located at 1801 South Indiana Avenue, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

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

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

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on August 3, 1994 and published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages 54930 to 55146, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Near South Redevelopment Project Area" (the "Near South Redevelopment Area"); (ii) designated the Near South Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Near South Redevelopment Area; and

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

WHEREAS, the City, by and through its Department of Housing and Economic Development ("HED") wishes to make available to the Park District a portion of the Near South Increment in an amount not to exceed a total of \$3,800,000, for the purpose of reimbursing the Park District for expenses incurred in the rehabilitation and improvement of the Property (the "TIF-Funded Improvements") in the Near South Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, the Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Near South

Redevelopment Area; and

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

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

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

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

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

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

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

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

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

EXHIBIT A to the Ordinance

[Subject to Survey and Title Commitment]

Legal Description

General Location: 1801 South Indiana Avenue

P.I.N.: 17-22-308-005-0000, 17-22-308-006-0000, 17-22-308-007-0000,
and 17-22-308-045-0000

Legal Description: Lot 34 (except the west 34 feet thereof taken for street) in Block 9 in the Assessor's Division of the Southwest Fractional $\frac{1}{4}$ of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Lots 1 to 7 in the Charles Busby's subdivision of lots 31, 32, and 33 in Block 9 in Assessor's Division of the Southwest $\frac{1}{4}$ of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois

The North-South 10 foot alley lying East of and adjoining Lot 1, 2, 3, and 4 and West of and adjoining Lot 5 of Parcel 2 and the East-West 9 foot alley lying South of and adjoining Lots 5, 6, and 7 of Parcel 2 and Lying North of and adjoining Parcel 1, as vacated by the ordinance dated July 1, 1996 and recorded October 10, 1996 as Document 96748025

EXHIBIT B to the Ordinance

Intergovernmental Agreement

**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
CHICAGO WOMEN'S PARK**

This Agreement is made this _____ day of _____, 20__ (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Housing and Economic Development ("**HED**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds expended for the rehabilitation of and improvements made to the Chicago Women's Park (the "**Project**"), a 2.51 acre park located at 1801 South Indiana Avenue and legally described in **Exhibit A** (the "**Property**").

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

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

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on August 3, 1994 and published in the Journal of the Proceedings of the City Council (the "**Journal**") for said date at pages 54930 to 55146, the City Council: (i) approved and adopted a redevelopment plan and project (the "**Plan**") for a portion of the City known as the "Near South Redevelopment Project Area" (the "**Near South Redevelopment Area**"); (ii) designated the Near South Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Near South Redevelopment Area.

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

(Increment collected from the Near South Redevelopment Area shall be known as the "Near South Increment").

H. HED wishes to make available to the Park District a portion of the Near South Increment in an amount not to exceed a total of \$3,800,000 (the "TIF Assistance"), subject to Section 2.6, for the purpose of funding the Project (the "TIF-Funded Improvements") in the Near South Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

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

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

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

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

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

N. On January 16, 2013, the Park District's Board of Commissioners passed a resolution expressing its desire to cooperate with the City in the completion of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. [INTENTIONALLY OMITTED – relating to the acquisition/conveyance of property]

1.2. No later than 12 months from the Closing Date, or later as the Commissioner of HED (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws, statutes,

ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

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

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

SECTION 2. FUNDING

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

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

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 30 days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

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

2.3.2. [Intentionally Omitted – relating to title imperfections]

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

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

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

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

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

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

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

2.6. The current estimate of the cost of the Project is \$3,800,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will reimburse the Park District with the TIF Assistance for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed with the City in order to complete the Revised Project with the available funds.

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

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

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

SECTION 3. TERM.

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

3.2. [Intentionally Omitted – related to conveyance]

3.3. [Intentionally Omitted – related to conveyance]

3.4. [Intentionally Omitted – related to conveyance]

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City

makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

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

4.3. [Intentionally Omitted – relating to environmental remediation]

SECTION 5. INSURANCE.

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

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

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

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

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

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

insurance program must comply with at least such insurance requirements as stipulated above.

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

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

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

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

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

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

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

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

5.10. Intentionally Omitted.

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. The Park District agrees to indemnify and hold the City, its officers and

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

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

SECTION 7. DEFAULT.

7.1. [Intentionally omitted – relating to title]

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

7.3. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in **Section 7.2** and such default is not cured as described in **Section 7.4** hereof, the City may terminate this Agreement.

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

8.3. **Compliance with Laws.** The Parties agree to comply with all federal, state and

local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

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

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

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

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

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

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

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

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

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

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

To the City:	City of Chicago Department of Housing and Economic Development Attention: Commissioner City Hall, Room 1101 121 N. LaSalle Street Chicago, Illinois 60602 (312) 744-4190 (312) 744-2271 (Fax)
With copies to:	City of Chicago Department of Law Attention: Finance and Economic Development Division City Hall, Room 600 121 N. LaSalle Street Chicago, Illinois 60602 (312) 744-0200 (312) 744-8538 (Fax)
To the Park District:	Chicago Park District Attention: General Superintendent 541 North Fairbanks Chicago, Illinois 60611 (312) 742-4200 (312) 742-5726 (Fax)
With copies to:	Chicago Park District General Counsel 541 North Fairbanks Chicago, Illinois 60611 (312) 742-4602 (312) 742-5328 (Fax)

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

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

waiver of any other remedies of such Party unless specifically so provided herein.

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

For the City: Nelson Chueng
City of Chicago
Department of Housing and Economic
Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-1074
(312) 744-6550 (Fax)

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

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

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

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

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

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

[The remainder of this page is intentionally blank.]

[Signatures appear on the following page.]

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

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

By: _____
Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By: _____
Kantrice Ogletree
Secretary

Exhibit A

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

General Location : 1801 South Indiana Avenue

P.I.N.: 17-22-308-005-0000, 17-22-308-006-0000, 17-22-308-007-0000,
and 17-22-308-045-0000

Legal Description: Lot 34 (except the west 34 feet thereof taken for street) in Block 9 in the Assessor's Division of the Southwest Fractional $\frac{1}{4}$ of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Lots 1 to 7 in the Charles Busby's subdivision of lots 31, 32, and 33 in Block 9 in Assessor's Division of the Southwest $\frac{1}{4}$ of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

The North-South 10 foot alley lying East of and adjoining Lot 1, 2, 3, and 4 and West of and adjoining Lot 5 of Parcel 2 and the East-West 9 foot alley lying South of and adjoining Lots 5, 6, and 7 of Parcel 2 and Lying North of and adjoining Parcel 1, as vacated by the ordinance dated July 1, 1996 and recorded on October 10, 1996 as Document 96748025.

Exhibit B

Plans and Specifications

See attached

[To be attached at closing]

Exhibit C

**Project Budget /
TIF-Funded Improvements**

Preliminary Budget

Building- interior buildout	\$2,900,000
Building- exterior repairs	\$ 500,000
Outdoor plaza	\$ 100,000
A/E design fees	\$ 300,000
	<u>\$ 3,800,000</u>

The Commissioner may approve changes to the preliminary budget.

Exhibit D

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

\$ _____

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

§ _____

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

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

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

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

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

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

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

Park District

By: _____

Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago

Department of Housing and Economic Development



Office of the City Clerk



O2013-2555

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Interim Stadium Agreement with Illinois Sports Facilities Authority for use of Parking Lots at 333 W 35th St by Department of Police
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute an Interim Stadium Agreement with Illinois Sports Facilities Authority for use of Parking Lots located at 333 West 35th Street by the Department of Police; such Interim Stadium Agreement to be approved by the Superintendent of the Department of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

INTERIM STADIUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2013, by and between the Illinois Sports Facilities Authority ("ISFA" or the "**Authority**"), and the City of Chicago, an Illinois Municipal Corporation and Home Rule unit of government (hereinafter referred to as "**Occupant**").

RECITALS

A. WHEREAS, ISFA is the owner of the real estate and facilities located at 333 West 35th Street, Chicago, Illinois, commonly known as the U.S. Cellular Field, and parking facilities and certain access ways adjacent thereto (collectively, the "Park").

B. WHEREAS, Occupant requests permission to use Parking Lot C at the U.S. Cellular Field, Chicago, Illinois ("Parking Lot") to conduct a vehicle training program for the Chicago Department of Police ("Police"), and to use Parking Lot G for other Police special Occupant Uses, and for use for City of Chicago general parking purposes (collectively, "Occupant Uses"). Parking Lot C and Parking Lot G together shall be referred herein from time to time as "Parking Lots." This Agreement shall be entered into effective as of date of execution ("Commencement Date") and shall end on the 31st day of March, 2014 unless sooner terminated as set forth in this Agreement. Provided, however that occupant shall not use the Lots on the dates as set forth in Exhibit A. In addition, the Occupant shall not use the Parking Lots on those dates when playoff games have been scheduled, games have been re-scheduled, or concerts are to occur, or for any other event as determined at the sole discretion of the ISFA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

SECTION 1. USE OF THE PARK

1.1 **Premises**. Subject to the terms, conditions and restrictions set forth in this Agreement, ISFA desires to grant such permission to the Occupant to use only the Parking Lots.

1.2 **Duration of Occupant Uses**. Occupant agrees that its use of the Parking Lots will be limited to the Occupant Uses during the hours of 7:00 a.m. to 4:30 p.m. Monday through Friday. Notwithstanding the foregoing, the Occupant shall not have use of the Parking Lots on those dates as set forth in Exhibit A.

1.3 **Rescheduled Date**. Not Applicable.

1.4 **Disruption of Use**. If ISFA reasonably determines, for any reason, that the Parking Lots, or any part thereof, is unfit for the use contemplated herein, ISFA hereto

LEASE NO. 12063

may, at its discretion cancel this Agreement with ten (10) days prior written notice, and this Agreement thereafter shall be terminated at no cost or expense to ISFA.

1.5 **As Is.** ISFA makes no representations of any kind relating to the condition of the Parking Lots or of the improvements, fixtures or equipment thereon or the areas and facilities adjacent thereto, and Occupant accepts same on an "as is" basis. Except as otherwise provided by law, ISFA shall have no liability for any latent or patent defects therein.

SECTION 2. UNDERTAKINGS OF OCCUPANT

2.1 **Occupant Responsible for Occupant Uses.** Occupant shall perform or obtain, at Occupant's expense, all goods and services necessary to conduct the Occupant Uses not otherwise agreed to be provided by ISFA pursuant to Section 3.

2.2 **No Damage.** Occupant shall not permit or cause any damage to or waste of the Park by any party or person in relation to the Occupant Uses.

2.3 **Clean-Up, Repairs.** Immediately following the Occupant Uses, Occupant shall perform, or cause to be performed, at Occupant's sole cost and expense, any and all cleanup, repair, and maintenance.

2.4 **Prohibited Conduct.** Occupant shall not at any time permit, and Occupant shall take all reasonable steps to prohibit the sale or use of any controlled or illegal substances, or the engaging in any indecent or immoral conduct on the Parking Lots on the day(s) of the Occupant Uses.

2.5 **Parking.** Occupant shall at its sole cost and expense, be responsible for making all necessary arrangements for participant parking with the operator of the Parking Lot for the use of Parking Lots. Occupant shall not charge for participant parking.

2.6 **Security.** Occupant shall provide its own security at its expense if deemed necessary by the Occupant.

SECTION 3. UNDERTAKING OF ISFA

3.1 **Obligations of ISFA.** Subject to the provisions of Section 4. ISFA shall be obligated as follows:

(a) On the day(s) of the Occupant Uses, ISFA shall make available to Occupant the personnel ordinarily employed by to perform such functions to Occupant to assist Occupant in carrying out the obligations of this Agreement.

LEASE NO. 12063

(b) To the extent that ISFA and Occupant agree prior to the Occupant Uses, ISFA shall, for the duration of the Occupant Uses, operate the basic systems necessary for conducting the Occupant Uses.

3.2 **Parking Income.** Not Applicable.

3.3 **Reservation of Rights by ISFA.** ISFA reserves for itself the right to continue to use and occupy portions of the Parking Lots not covered by this Agreement. ISFA reserves the right to cancel training with five (5) days prior written notice. Occupant may terminate this Agreement with thirty (30) days prior written notice.

SECTION 4. **RENTAL PAYMENTS, COSTS AND EXPENSES**

4.1 **Rental Payments.** In consideration of the rights granted to Occupant herein, and the public nature and purpose, Occupant shall pay, or cause to be paid, to ISFA the amount of **\$ 0.00.**

4.2 **Responsibility for Costs.** Occupant shall also bear the expense of all costs direct or indirect, necessary or incidental to conducting the Occupant Uses and the performance of all of Occupant's obligations hereunder. Occupant agrees that it has discussed with the ISFA the terms of this Section 4.2 in sufficient detail prior to the execution of this Agreement.

4.3 **Non - Payment.** If Occupant shall fail to pay, or otherwise satisfy any obligations which Occupant is obligated to pay or satisfy herein, ISFA may at their option and in addition to any remedies available to them pursuant to the terms hereof or at law or in equity, pay or satisfy, any such obligation. All sums paid by ISFA in this regard do not in any way relieve Occupant of its obligations described herein and shall be immediately reimbursed by Occupant.

SECTION 5. **INSURANCE**

5.1 **Insurance.** Subject to Section 5.3, Occupant shall provide the letter of self insurance set forth in Exhibit B and comply with the provisions therein.

5.2 **Indemnification.** Occupant shall indemnify and hold harmless the parties as set forth in Exhibit C and comply with the provisions set forth therein.

5.3 **Self-Insurance.** ISFA agrees and acknowledges Occupant shall self-insure for the insurance requirements specified in Exhibit C.

SECTION 6. **REPRESENTATIONS AND WARRANTIES**

6.1 **ISFA.** ISFA represents and warrants that it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement is valid and binding upon and enforceable against ISFA in accordance with its terms.

6.2 **Occupant.** Occupant hereby represents and warrants that it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement is valid and binding upon and enforceable against it in accordance with its terms.

SECTION 7. MISCELLANEOUS PROVISIONS

7.1 **Entire Agreement.** The Agreement, together with the dates of prohibited use attached hereto as Exhibit A, the Letter of Self - Insurance, attached hereto as Exhibit B, and the Insurance and Indemnification Letter Agreement, attached hereto as Exhibit C constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect hereof. This Agreement may not be changed or modified except by a written instrument signed by all of the parties hereto.

7.2 **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto.

7.3 **Severability.** If any provision hereof 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.

7.4 **Relationship of the Parties.** The parties to this Agreement are and at all times shall be considered as independent contractors and in no way agents of or employees, partners or joint venturers with each other. Except as provided herein, neither party may bind another party to any obligation.

7.5 **Governing Law.** This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois.

7.6 **Section Headings.** Section headings have been included merely for convenience of reference and are not to be considered part of, or to be used in interpreting, this Agreement.

7.7 **Occupant Uses Images.** Occupant is entitled to maintain all participant and spectator images of any of the Occupant Uses but shall not be permitted to utilize any images involving Major League Baseball or U.S. Cellular Field.

7.8 **Snow Removal.** Occupant shall provide and pay for snow removal of the Parking Lot when necessary for Occupant's use as determined by the Occupant.

7.9 **Other Uses.** Police will have authority to use the Parking Lots to park vehicles for other police programs and other ISFA approved special Occupant Uses other than the specified in this Agreement. Occupant will be required to receive written approval from ISFA prior to engaging in such other special occupant uses. ISFA shall not unreasonably withhold such approval.

7.10 **Amendments.** From time to time, the parties hereto may amend this Agreement with respect to any provisions reasonably related to Occupant's use of the Premises and/or ISFA's administration of said Agreement. Provided, however, that such Amendment(s) shall not serve to extend the term of the Agreement 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 ISFA and Occupant. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

LEASE NO. 12063

IN WITNESS WHEREOF, parties hereunder have executed this Agreement on the date first above written.

ILLINOIS SPORTS FACILITIES AUTHORITY:

By: _____
Kelly Krapf
Its: _____
CEO/Executive Director

OCCUPANT:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

By: THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED:

By: THE DEPARTMENT OF POLICE

By: _____
Superintendent of Police

APPROVED AS TO FORM AND LEGALITY:

By: DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

EXHIBIT A
PROHIBITED USE DATES

APRIL 2013

April 1st
April 3rd through April 7th
April 14th through April 16th
April 19th through April 28th

MAY 2013

May 3rd through May 4th
May 10th through May 12th
May 20th through May 22nd
May 24th through May 28th

JUNE 2013

June 6th through June 12th
June 25th through June 26th
June 28th through June 30th

JULY 2013

July 2nd through July 4th
July 16th
July 19th through July 28th

AUGUST 2013

August 5th through August 7th
August 9th through August 14th
August 23rd through August 28th

SEPTEMBER 2013

September 9th through September 18th
September 26th through September 29th

EXHIBIT B

Letter of Self Insurance

[To come]

EXHIBIT C

Insurance and Indemnification Letter Agreement

_____, 2013

City of Chicago
Department of Fleet and Facility Management
30 North LaSalle Street
Suite 300
Chicago, Illinois 60602
Attn: Commissioner David J. Reynolds

Re: Use of U.S. Cellular Field

Dear Commissioner Reynolds:

This letter is to confirm our understanding regarding indemnification responsibilities of the City of Chicago ("Occupant") regarding the use of U.S. Cellular Field Parking Lot C and G (the "Parking Lots") commencing on _____, 2013. You acknowledge that this letter is being entered into by you as an additional inducement to the Indemnified Parties to allow you to utilize such portions of U.S. Cellular Field, and that each of the Indemnified Parties is a third party beneficiary of this letter.

The Occupant acknowledges that it has surveyed and examined the Parking Lot and have deemed them to be safe and without danger to the participants.

The Occupant will defend, indemnify and hold harmless Illinois Sports Facilities Authority, the State of Illinois, Chicago White Sox, Ltd., Chisox Corp., Chicago White Sox Charities, Inc., At Your Service, LLC, At Your Service Management Corporation, Illinois Sportservice, Inc., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry Reinsdorf, Jerry M. Reinsdorf Trusts, Levy Premium Food Service Limited Partnership, GRG – U.S. Cellular Field Management Company LLC, and their respective directors, owners, partners, members, employees and agents; and any subsidiaries or affiliates, or thereof, (hereafter referred to as the "Indemnified Parties") or any under their control or supervision of any of the foregoing, against liability for damages, costs, attorney fees and expenses caused by the Occupant or its invitees on account of injury to, or death of, any person, or loss or damage to any property of the "Indemnified Parties" caused by the Occupant or its invitees during the Occupant's use of the Parking Lot during the term of the Agreement.

The Occupant shall defend all such claims and causes of action against the Indemnified Parties at its expense, but the Indemnified Parties shall have the right to participate in litigation, in which event the Indemnified Parties shall be responsible for their legal expenses caused by participation in such litigation.

LEASE NO. 12063

The Occupant also hereby releases, discharges, and covenants not to sue the Indemnified Parties from, and with respect to, any and all claims, demands, causes of action for losses other than allegations of willful and/or wanton misconduct or gross negligence or criminal behavior that hereinafter may accrue against them and that is caused by the Occupant's use of the Parking Lot as described herein.

The Occupant shall carry and obtain insurance as follows:

Comprehensive General Liability insurance, with limits of liability of not less than \$1,000,000, per occurrence and in the aggregate and fire, legal liability in the amount of \$100,000 per occurrence, combined for bodily injury including death and property damage. Such blanket contractual liability shall cover the hold harmless/indemnification provisions of the agreement.

Automobile Liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000.

Worker's compensation insurance in compliance with the Worker's Compensation Act of the State of Illinois.

Employer's Liability insurance on all employees, for injuries caused by accidents or disease, for limits of not less than \$1,000,000 for each employee for accidents and disease and a policy limit for disease.

Umbrella Liability coverage with limits of liability of not less than \$5,000,000, per occurrence and in the aggregate combined for bodily injury including death and property damage that specifically identifies each of the policies described above on the schedule of underlying coverage, and shall provide coverage at least as broad as each, and every one of the underlying policies.

ISFA acknowledges and agrees that Occupant is self-insured for the insurance requirements specified herein and in the Agreement.

Sincerely,

ILLINOIS SPORTS FACILITIES AUTHORITY

Kelly Krapf
CEO/Executive Director

ACCEPTED and AGREED to this

_____ Day of _____, 2013

**333 West 35th Street
Department of Police
Lease No. 12063**

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



Office of the City Clerk



A2013-39

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Peter W. Testa as member of Special Service Area No. 13 Stockyard Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have appointed Peter W. Testa as a member of Special Service Area No. 13, the Stockyards Commission, for a term effective immediately and expiring October 5, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-40

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Richard Rozhko as member of Special Service Area No. 19 Howard Street Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have appointed Richard Rozhko as a member of Special Service Area No. 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2015, to replace Barclay L. Sheegog, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-43

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Thomas L. McMahon as member of Special Service Area No. 40, Michigan Avenue/Roseland Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have appointed Thomas L. McMahon as a member of Special Service Area No. 40, the Michigan Avenue/Roseland Commission, for a term effective immediately and expiring September 27, 2014, to succeed Gerald Freaney, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-44

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Cynthia A. Waters as member of Special Service Area No. 40, Michigan Avenue/Roseland Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have appointed Cynthia A. Waters as a member of Special Service Area No. 40, the Michigan Avenue/Roseland Commission, for a term effective immediately and expiring September 27, 2014, to succeed Danton C. Fiedler, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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Office of the City Clerk



A2013-45

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Wasfi Mansour as member of Special Service Area No. 41, 103rd Street/Roseland Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have appointed Wasfi Mansour as a member of Special Service Area No. 41, the 103rd Street/Roseland Commission, for a term effective immediately and expiring September 27, 2014, to succeed John D. Hill, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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A2013-46

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Tangela P. Burton as member of Special Servie Area No. 41, 103rd Street/Roseland Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have appointed Tangela P. Burton as a member of Special Service Area No. 41, the 103rd Street/Roseland Commission, for a term effective immediately and expiring September 27, 2014, to succeed Gerald Freaney, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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Office of the City Clerk



A2013-47

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Cynthia A. Waters as member of Special Service Area No. 41, 103rd Sreet/Roseland Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have appointed Cynthia A. Waters as a member of Special Service Area No. 41, the 103rd Street/Roseland Commission, for a term effective immediately and expiring September 27, 2014, to succeed Gregory Edingburg, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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Office of the City Clerk



A2013-48

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Chaka M. Patterson as member of Chicago Public Library Board
Committee(s) Assignment:	Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have appointed Chaka M. Patterson as a member of the Chicago Public Library Board for a term effective immediately and expiring June 30, 2014, to complete the unexpired term of Cherryl T. Thomas, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



O2013-2579

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of 2013 Annual Appropriation Ordinance within Fund No. 925
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the City, through its Department of Transportation ("CDOT") has been awarded additional federal grant funds in the amount of \$16,144,000 from the Federal Highway Administration ("FHWA") which shall be used for the Congestion Mitigation Air Quality grant; and

WHEREAS, the City, through CDOT has been awarded additional federal grant funds in the amount of \$3,772,000 from FHWA which shall be used for the construction phase of the Surface Transportation Program; and

WHEREAS, the City, through CDOT has been awarded additional federal grant funds in the amount of \$9,492,000 from FHWA which shall be used for the engineering phase of the Surface Transportation Program; now, therefore,

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

SECTION 1. The sum of \$29,408,00 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.

LAW DEPARTMENT

ORDINANCE TRANSMITTAL FORM

1. Date of transmittal: April 5, 2013 MM
2. Title/subject matter of ordinance: Annual Appropriation Ordinance for 2013/Amendment to Fund 925 Grant Funds
3. Originating department: Office of Budget and Management
4. Originating department contact: Teri Campbell (Ext. 4-2516)
5. Law Department contact: Monica M. Monroe (Ext. 4-1572)
6. Original and four copies of ordinance attached: X
7. To be introduced into:
City Council..... X
Council Committee.....
- If Committee, specify and explain reason:
8. Date of requested introduction: April 13, 2013
9. List of exhibits/appendices to ordinance: Exhibit A
10. Comments/remarks: _____

Prepared by: Monica M. Monroe
Senior Counsel
Finance and Economic Development Division

EXHIBIT A

AMENDMENT TO THE 2013 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
------	---------------------	------------------	---------------

ESTIMATE OF GRANT REVENUE FOR 2013

Awards from Agencies of the Federal Government	\$1,782,490,000	\$1,811,898,000	
--	-----------------	-----------------	--

925 - Grant Funds

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

84 Chicago Department of Transportation:

Congestion Mitigation Air Quality	\$ 105,324,000	\$ 121,468,000		\$ 105,32
Surface Transportation Program - Construction	64,452,000	68,224,000		64,45
Surface Transportation Program- Engineering	3,050,000	12,542,000		3,05



Office of the City Clerk



O2013-2574

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 3-33-320 and 3-33-060 of Municipal Code regarding Real Estate Transfer Tax
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

At the request of the Corporation Counsel, I transmit herewith an ordinance amending Chapter 3-33 of the Municipal Code regarding the Real Estate Transfer 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. Section 3-33-020 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

3-33-020 Definitions.

When any of the following words or terms are used in this chapter, whether or not capitalized and whether or not used in a conjunctive or connective form, they shall have the meaning or construction ascribed to them in this section:

(Omitted text is not affected by this ordinance)

E. ~~{Reserved}~~ The terms "mortgagee" and "secured creditor" mean a lender, such as a bank, credit union, mortgage company or other person who acquires a mortgage or other instrument of transfer primarily for the purpose of securing a loan, and not primarily for the purpose of acquiring the real property or beneficial interest in real property that is the subject of the mortgage or other instrument of transfer.

(Omitted text is not affected by this ordinance)

SECTION 2. Section 3-33-060 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

3-33-060 Exempt transfers.

Subject to the requirement contained in subsection 3-33-070(C) of this chapter, the following transfers are exempt from the tax or the specified portion of the tax imposed by this chapter:

(Omitted text is not affected by this ordinance)

C. Transfers in which the deed, assignment or other instrument of transfer secures debt or other obligations; provided, however, that any transfer must be to a mortgagee or secured creditor;

(Omitted text is not affected by this ordinance)

SECTION 3. The changes made by this ordinance are declarative of existing law and are not a new enactment.

SECTION 4. This ordinance shall take effect upon passage and approval.



Office of the City Clerk



O2013-3156

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 11-4-2150, 11-4-2170 and 11-4-2190 of Municipal Code regarding treatment of lead and asbestos during construction and renovation
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Public Health, I transmit herewith, together with Alderman Moore, an ordinance amending Chapter 11-4 of the Municipal Code regarding treatment of lead and asbestos during construction and renovation.

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 11-4 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

11-4-2150 Environmental standards related to the demolition, renovation, asbestos abatement and maintenance, sandblasting, chemical washing, and grinding of buildings, facilities or other structures.

(a) *Intent and purpose.* Many buildings, facilities or other structures within the city have been constructed or decorated in part with materials, including but not limited to, asbestos containing materials or lead paint, that can pose hazards to the public health or the environment if those materials are not adequately and appropriately handled and controlled during demolition, renovation, alteration, repair, cleaning or maintenance activities. The purpose of this section article is to reduce the potential risk of harm to the public's health, safety and welfare or to the environment from releases of dust, debris and other materials occasioned by the demolition, renovation, alteration, repair, cleaning or maintenance of certain types of buildings, facilities or other structures within the City of Chicago.

(b) *Definitions.* For purposes of this section article, the following terms shall have the following meanings:

(Omitted text is not affected by this ordinance)

11-4-2170 Demolitions and renovations: permit and notification requirements; performance standards for asbestos abatement; control and disposal of dust and debris.

(a) Demolition of buildings, facilities or other structures: notice of intent to demolish required. No demolition of a building, facility or other structure shall be initiated within the city of Chicago unless a written notice of intent to demolish, accompanied by the fee required by this section, has been filed with, and approved by, the department of health at least ten working days prior to the commencement of demolition. The ten working day period shall not apply if the building, facility or other structure to be demolished has been found to be structurally unsound and in danger of imminent collapse by the building commissioner or state authority or court of competent jurisdiction; provided, however, any person or contractor demolishing such building, facility or other structure shall file a written notice with the department of health regarding such demolition as soon as practicable, and must have a properly licensed asbestos abatement contractor on site during the demolition.

(1) Notice contents: The notice of intent to demolish shall be in such form as prescribed by the commissioner. The owner(s) of any building, facility or other structure to be demolished shall sign the notice of intent to demolish together with any contractor or other person retained or otherwise authorized by the owner(s) to perform the demolition. At a minimum, the notice of intent to demolish shall include the following information:

(i) The name, telephone number and address of every person having an ownership interest in the building, facility or other structure to be demolished or the land upon which the building, facility or other structure is situated;

(ii) The name, telephone number and address of every contractor or other person performing the demolition;

(iii) A sworn statement signed by each applicant agreeing to comply with the notification requirements set forth in subsections (e)(3) and ~~(4)~~ of this section;

(iv) A sworn statement signed by each applicant that discloses whether the demolition will occur at a building containing asbestos. Before making such sworn statement, if the building is a facility, the applicant shall have the building inspected by a licensed asbestos professional, or, if the building is not a facility, the applicant, at a minimum, shall have the contractor or other person performing the demolition conduct a visual inspection of the building, to detect the presence of asbestos in or on the building. If the demolition will occur at a building containing asbestos, the sworn statement shall include a representation that the applicants will comply with the performance standards set forth in subsection (e) of this section, if the building is a facility, and the disposal requirements set forth in subsections (d)(2) and (e) of this section;

(Omitted text is not affected by this ordinance)

(d) *(1) Disposal of debris from demolitions and renovations.* Debris from demolitions or renovations, excluding demolition fill material as defined in Section 11-4-2150 which is used exclusively to fill below grade into the existing foundation or excavation area of a building left open by the demolition of said building, constitutes waste as that term is defined in Section 11-4-120 and, except as otherwise provided in Section 11-4-1935, shall only be properly disposed of or recycled at a facility duly licensed to accept such material.

(2) Disposal of asbestos-containing waste. Asbestos-containing waste material must be transported off-site and properly disposed of at a facility duly licensed to accept asbestos-containing waste. If ACM is not removed prior to demolition, then all debris from demolition of a building containing asbestos shall be deemed to be asbestos-containing waste material.

(e) *Performance standards for facility demolitions or renovations requiring asbestos abatement.*

(1) *Licensed asbestos professionals:* No asbestos abatement shall be performed in any facility within the ~~City of Chicago~~ city unless all persons performing such abatement work are licensed and approved in accordance with the applicable rules and regulations for licensure established by the State of Illinois in Title 77, Part 855, Subpart B of the Illinois Administrative Code, as they may be amended from time to time, which regulations are adopted and incorporated by reference and made a part of this section as if fully set forth herein.

(2) *Performance standards for asbestos abatement:* Except as otherwise provided in subsection (e)(3) of this section, Any any asbestos abatement performed in connection with any facility within the City of Chicago city shall be performed in accordance with the rules and regulations for asbestos abatement established by the State of Illinois in Title 77, Part 855, Subparts C and D of the Illinois Administrative Code, as they may be amended from time to time, which regulations are adopted and incorporated by reference and made a part of this section as if fully set forth herein.

(3) *Notification required:* Any person performing asbestos abatement at any facility within the ~~City of Chicago~~ city shall provide the department with notice of the abatement by submitting the following forms at least 10 working days prior to the commencement of the abatement, accompanied by the environmental review fee required by this section: (i) a fully completed copy of all notification forms required pursuant to Title 40, Part 61 of the Code of Federal Regulations, entitled "National Emission Standards for Hazardous Air Pollutants (NESHAP)," and Section 855.220 of Title 77, Part 855 of the Illinois Administrative Code; the asbestos abatement notification form prescribed by the commissioner, and (ii) in the case of a demolition of a facility with asbestos-containing material ACM, a fully completed and signed

notice of intent to demolish form, in accordance with subsection (a) of this section. If the abatement is performed as part of an emergency renovation operation, as defined in 40 CFR §61.141, the notification must be submitted as soon as possible, but no later than the following work day.

~~(4) Timing of notifications:~~

~~(i) A copy of the notification form required pursuant to Section 855.220 of Title 77, Part 855 of the Illinois Administrative Code shall be filed with the Department at the same time the notification is required to be provided to the state.~~

~~(ii) The Notice of intent to demolish shall be made to the department at least ten working days prior to the demolition. The requirement to file the notice of intent to demolish ten working days prior to the demolition shall not apply in the event of a demolition involving a building, facility or other structure that has been found to be structurally unsound and in danger of imminent collapse by a proper city or state authority or court of competent jurisdiction.~~

(Omitted text is not affected by this ordinance)

(g) *Environmental review fees.* (1) The environmental review fee stated in subsections (a) and (e)(3) of this section shall be based on the type of structure as follows:

Residential structures with four or fewer units \$300.00

Residential structures with more than four units \$450.00

All other (Nonresidential) structures \$600.00

(2) A mixed-use structure shall be assessed at the highest applicable rate.

(3) If asbestos abatement work is performed in connection with a demolition, and the form required under subsection (a) of this section is submitted together with the form required under subsection (e)(3) of this section, then only one environmental review fee shall be assessed.

(4) If an annual asbestos abatement notice is submitted with the environmental review fee specified in this subsection, no additional environmental review fee shall be assessed for submitting a revised asbestos abatement notice if: (i) the revised notice is submitted in the form and within the time provided in subsection (e)(3) of this section, (ii) the revised notice refers to the annual notice and specifies the revisions made to the annual notice, and (iii) the work referenced in the revised notice involves not more than 160 square feet or 260 linear feet of ACM abatement.

(5) Work performed by or for the city any unit of federal, state or local government or school district shall not be subject to the fee set forth in this subsection.

(h) Lead-Safe Renovation, Repair, and Painting Certification Required. No renovation of a building, facility or other structure shall be initiated within the city if such renovation is regulated under 40 CFR §745.82, unless the applicant for the renovation submits and complies with a sworn statement, on a form prescribed by the commissioner, stating that: (1) individuals performing the renovation are properly trained in accordance with 40 CFR Part 745, Subpart E; (2) renovators and firms performing the renovation are certified in accordance with 40 CFR Part 745, Subpart E; and (3) the work practices in 40 CFR 745.85 will be followed during the renovation. The commissioner may require a copy of the certification issued pursuant to 40 CFR Part 745, Subpart E to be submitted with such a statement.

11-4-2190 Sandblasting, grinding and chemical washing of buildings, facilities or other structures; permit and notification requirements; performance standards for lead paint abatement; and disposal of debris.

The owner(s) of any building, facility or other structure to be sandblasted, ground, or chemically washed and any contractor or other person retained or otherwise authorized by the owner(s) to perform any sandblasting, grinding or chemical washing of any building, facility or other structure shall be responsible for complying with the following requirements:

(a) Permits required for sandblasting, grinding or chemical washing of buildings, facilities or other structures. No person shall sandblast, grind or chemically wash any building, facility, structure, statue or other architectural surface without having first been issued a permit by the department; provided, however, no permit shall be required for graffiti removal activities conducted by the department of streets and sanitation. A permit shall be required for each individual building, facility, structure, statue or other architectural surface.

(1) Minimum requirements: Applications for sandblasting, grinding or chemical wash permits shall be in such form as shall be prescribed by the commissioner. The owner(s) of the building, facility, structure, statue or other architectural surface to be sandblasted, ground or chemically washed shall sign the permit application as co-permittees with any contractor or other person retained or otherwise authorized by the owner(s) to perform the sandblasting, grinding or chemical washing operation. At a minimum, every such application for a permit to sandblast, grind or chemically wash a building, facility, structure, statue or other architectural surface shall include the following information:

(Omitted text is not affected by this ordinance)

(xi) For renovations regulated under 40 CFR §745.82, a sworn statement, on a form prescribed by the commissioner, signed by each applicant representing that: (1) individuals performing the renovation are properly trained in accordance with 40 CFR Part 745, Subpart E; (2) renovators and firms performing the renovation are certified in accordance with 40 CFR Part 745, Subpart E; and (3) the work practices in 40 CFR 745.85 will be followed during the renovation. The commissioner may require a copy of the certification issued pursuant to 40 CFR Part 745, Subpart E to be submitted with such a statement.

(Omitted text is not affected by this ordinance)

(h) Permit fees. The fee for a permit to sandblast, grind or chemically wash any building, structure, statue or other architectural surface shall be \$200.00 per building, structure, statue or other architectural surface. The permit fee shall be waived for any unit of federal, state or local government or school district.

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



Office of the City Clerk



O2013-2561

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	City of Chicago to Acquisition Parcels located on 1800-2000 blocks of W Fullerton Ave, 2300-2500 blocks of N Damen Ave and 2300-2400 blocks N Elston Ave to improve flow of traffic within area
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 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 conferring acquisition authority in conjunction with reconfiguration work at the Damen-Elston-Fullerton intersection.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of government under Section 6(a), Article VII, of the Constitution; and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the acquisition of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, pursuant to Chapter 2-102-030 of the Municipal Code of the City, the Commissioner ("Commissioner") of the Department of Transportation of the City ("CDOT"), has the power and duty to control the acquisition of rights-of-way for and the improvement, construction, maintenance, and repair of the public ways, and to supervise and control such projects; and

WHEREAS, the City has determined that it is useful, desirable and necessary that the City acquire for public ownership and control (either by the City, or by another governmental entity), with the meaning and authority of 735 ILCS 30/5-5-5(b), those parcels of real property located on the 1800 to 2000 blocks of West Fullerton Avenue, the 2300 to 2500 blocks of North Damen Avenue, and the 2300 to 2400 blocks of North Elston Avenue, all as legally described on Exhibit A to this ordinance (together, the "Acquisition Parcels") for the public purpose of the acquisition of rights-of-way for and the improvement, construction, maintenance, and repair of the public ways, specifically reconfiguring the six-way intersection at Damen Avenue, Elston Avenue, and Fullerton Avenue to improve safety and efficiency of local street traffic flow (the "Project"); and

WHEREAS, the City has determined that the acquisition of the Acquisition Parcels, free and clear of leases, agreements, easements and encumbrances for the Project is useful, advantageous or desirable for municipal purposes and public welfare, with the meaning and authority of 65 ILCS 5/11-61-1 and 65 ILCS 20-21-19, and that such acquisition may include the acquisition of land and improvements as authorized under 735 ILCS 30/1 *et. seq.*, 735 ILCS 30/5-5-5, and 735 ILCS 30/25-7-103.12; and

WHEREAS, by ordinance adopted by the City Council on July 2, 1997, and published at pages 47493 to 47622 of the Journal of Proceedings (the "T.I.F. Ordinance") a certain redevelopment plan (the "TIF Plan") for the North Branch (North) Redevelopment Project Area (the "TIF Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*) (the "TIF Act"); and

WHEREAS, the Plan and the use of tax increment financing provides a mechanism to support new growth, needed public improvements, and financing for land acquisition, demolition, and remediation; and

WHEREAS, one of the goals and objectives of the Plan is to make right-of-way improvements, including the synchronization of traffic signalization at all intersections in order to improve the flow of traffic within the Area; and

WHEREAS, the T.I.F. Ordinance authorizes the use of eminent domain to acquire properties within the Area to meet the requirements of the Plan; and

WHEREAS, in furtherance of the Project and the Plan, the City requires the acquisition of the Acquisition Parcels identified on Exhibit A which are located within and adjacent to the Area; and

WHEREAS, the City desires to establish a schedule for expedited acquisition in order to achieve the objectives of the Plan and Project pursuant to quick-take procedures; and

WHEREAS, the General Assembly in 735 ILCS 30/25-7-103.12 (the "Quick-Take Statute"), has authorized the use of quick-take eminent domain proceedings by municipalities for the purposes set forth in Division 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas by removing commercial blight for redevelopment purposes, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, the City under its home rule power finds that it useful and necessary to use quick-take to acquire the Acquisition Parcels for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3); and

WHEREAS, pursuant to Resolution No. 13-CDC - ___ adopted on April 9, 2013 by the Community Development Commission of the City of Chicago (the "Commission"), the Commission authorized the Department of Transportation to acquire the designated Acquisition Parcels listed on Exhibit A in furtherance of the TIF Plan in the TIF Area without further Commission action; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated herein by reference as if fully set forth in this Ordinance and are adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Acquisition Parcels for the public purpose of designing, constructing and operating the Project, which shall be under public ownership and control, and for purposes of implementing the objectives of the Plan.

SECTION 3. The Corporation Counsel of the City of Chicago ("Corporation Counsel") is authorized to negotiate with the owner(s) of the Acquisition Parcels for the purchase of the Acquisition Parcels.

SECTION 4. If the Corporation Counsel is able to agree with the owner(s) of the Acquisition Parcels upon the price to be paid for such Acquisition Parcels, or a portion thereof, the Corporation Counsel is authorized to purchase the Acquisition Parcels, or a portion thereof, in the name of and on behalf of the City of Chicago for the agreed price with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any grants or other funds received by the City. If the Corporation Counsel is unable to agree with the owner(s) of the Acquisition Parcels on the purchase price, or if an owner is incapable of consenting to the sale, or if an owner cannot be located, or cannot deliver fee simple title, then the Corporation Counsel may institute and prosecute condemnation proceedings, including "quick-take" condemnation proceedings in the name of and on behalf of

the City for the purpose of acquiring fee simple title or other property interest(s) in the Acquisition Parcels, or a portion thereof, under the City's power of eminent domain.

SECTION 5. A schedule for the acquisition of the Acquisition Parcels is hereby adopted as follows:

- A. Acquire fee simple title to all of the Acquisition Parcels on or before October 1, 2013.
- B. Complete relocation on or before April 1, 2014.
- C. Complete the demolition of structures, environmental testing and remediation, and begin site preparation for the Project on or before July 1, 2015.

SECTION 6. The Commissioner, or a designee of the Commissioner, is authorized to (1) execute such documentation as may be necessary to implement the provisions of this Ordinance, (2) amend, modify, or change the schedule for the acquisition of the Acquisition Parcels set forth in Section 5, and (3) determine whether the acquisition of the Acquisition Parcels, or a portion thereof, or less than fee simple title is necessary to implement the Project, all subject to the approval of the Corporation Counsel.

SECTION 7. The Commissioner is further authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 8. If any provision of this ordinance is 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 9. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

PARCELS TO BE ACQUIRED

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80002-A
STATION:	403+16.11 (Rerouted Elston Ave.)
TO STATION:	408+51.00 (Rerouted Elston Ave.)
OWNER:	Vienna Beef, LTD.
INDEX:	14-30-401-003, 14-30-401-019

Parcel 0J80002-A

That part of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying west and south of the North branch of the Chicago River, north of Fullerton Avenue, northeast of existing Elston Avenue and east of the East line of Robey Street, now known as Damen Avenue, as now located, being more particularly described as follows:

Beginning at the southwest corner of Lot 32 in Block 8 of Fullerton's Addition to Chicago recorded May 7, 1879 as Document Number 221101; thence on an assumed bearing of North 0 degrees 24 minutes 44 seconds West, along the West line of said Lot, a distance of 41.05 feet to the northwest corner of said Lot; thence northerly 68.75 feet along the East line of Damen Avenue on a curve concave to the west, having a radius of 1283.00 feet, the chord of said curve bears North 2 degrees 51 minutes 31 seconds West, 68.74 feet; thence North 4 degrees 17 minutes 21 seconds West along said East line a distance of 317.44 feet; thence South 8 degrees 05 minutes 33 seconds East a distance of 174.79 feet; thence South 4 degrees 16 minutes 43 seconds East a distance of 36.28 feet; thence South 47 degrees 38 minutes 52 seconds East a distance of 14.27 feet; thence North 88 degrees 58 minutes 59 seconds East a distance of 395.77 feet to a point of curvature of a curve concave to the South; thence 62.61 feet along said curve whose radius is 303.50 feet and whose long chord is 62.50 feet and bears South 85 degrees 06 minutes 26 seconds East to a point on the Owner's easterly property line as described in Special Warranty Deed recorded March 03, 2001 as Document Number 0010172436; thence South 17 degrees 30 minutes 25 seconds East a distance of 119.13 feet along said property line to a point of curvature of a curve concave southerly having a radius of 206.50 feet; thence easterly 99.82 feet along the arc of said curve whose long chord is 98.85 feet and bears North 77 degrees 10 minutes 07 seconds West; thence South 88 degrees 58 minutes 59 seconds West a distance of 394.75 feet; thence South 42 degrees 21 minutes 08 seconds West a distance of 12.36 feet; thence South 4 degrees 16 minutes 43 seconds East a distance of 35.91 feet; thence South 0 degrees 34 minutes 14 seconds East a distance of 73.38 feet to a point on the southwesterly line of said Lot 32; thence North 46 degrees 11 minutes 32 seconds West along said line a distance of 11.39 feet to the Point of Beginning.

The parcel described above containing 1.160 acres, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80002-B
STATION:	101+26.40 (Fullerton Ave.)
TO STATION:	105+23.45 (Fullerton Ave.)
OWNER:	Vienna Beef, LTD.
INDEX:	14-30-401-003 TO 14-30-401-017, 14-30-401-019

Parcel 0J80002-B

Those parts of Lots 15 through 28, inclusive, of Block 8 of Fullerton's Addition to Chicago, being a Subdivision of the Southeast 1/4 of Section 30 and the Northeast 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, recorded May 7, 1879 as Document Number 221101, in Cook County, Illinois, being more particularly described as follows:

Beginning at the Southeast corner of Lot 15; thence on an assumed bearing of South 89 degrees 59 minutes 35 seconds West along the south lines of said Lots a distance of 395.20 feet to the southernmost southwest corner of Lot 28; thence North 46 degrees 11 minutes 32 seconds West along the southwesterly line of said Lot 28 a distance of 2.57 feet; thence South 89 degrees 59 minutes 42 seconds East a distance of 397.05 feet to the East line of said Lot 15; thence South 0 degrees 24 minutes 44 seconds East, along said East line, a distance of 1.70 feet to the Point of Beginning.

The parcel described above containing 0.016 acre, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80002TE-A
STATION:	407+80.34 (Rerouted Elston Ave.)
TO STATION:	305+67.90 (Damen Ave.)
OWNER:	Vienna Beef, LTD.
INDEX:	14-30-401-019

Parcel 0J80002TE-A

That part of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying west and south of the North branch of the Chicago River, north of Fullerton Avenue, northeast of existing Elston Avenue and east of the East line of Robey Street, now known as Damen Avenue, as now located, being more particularly described as follows:

Commencing at the southwest corner of Lot 32 in Block 8 of Fullerton's Addition to Chicago recorded May 7, 1879 as Document Number 221101; thence on an assumed bearing of North 0 degrees 24 minutes 44 seconds West, along the West line of said Lot, a distance of 41.05 feet to the northwest corner of said Lot; thence northerly 68.75 feet along the East line of Damen Avenue on a curve concave to the west, having a radius of 1283.00 feet, the chord of said curve bears North 2 degrees 51 minutes 31 seconds West, 68.74 feet; thence North 4 degrees 17 minutes 21 seconds West along said East line a distance of 317.44 feet to the Point of Beginning; thence South 8 degrees 05 minutes 33 seconds East a distance of 174.79 feet; thence South 4 degrees 16 minutes 43 seconds East a distance of 36.28 feet; thence South 47 degrees 38 minutes 52 seconds East a distance of 14.27 feet; thence North 88 degrees 58 minutes 59 seconds East a distance of 395.77 feet to a point of curvature of a curve concave to the South; thence 62.61 feet along said curve whose radius is 303.50 feet and whose long chord is 62.50 feet and bears South 85 degrees 06 minutes 26 seconds East to a point on the Owner's easterly property line as described in Special Warranty Deed recorded March 03, 2001 as Document Number 0010172436; thence North 17 degrees 30 minutes 25 seconds West, 39.81 feet; thence South 88 degrees 58 minutes 59 seconds West, 447.23 feet; thence North 8 degrees 05 minutes 33 seconds West, 200.40 feet; thence South 81 degrees 54 minutes 27 seconds West a distance of 9.34 feet to a point on the East line of Damen Avenue; thence South 4 degrees 17 minutes 21 seconds East, along said East line, a distance of 10.00 feet to the Point of Beginning.

The parcel described above containing 0.384 acre, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80002TE-B
STATION:	408+71.22 (Rerouted Elston Ave.)
TO STATION:	105+23.44 (Fullerton Ave.)
OWNER:	Vienna Beef, LTD.
INDEX:	14-30-401-003 TO 14-30-401-017, 14-30-401-019

Parcel 0J80002TE-B

Those parts of Lots 15 through 32, inclusive, of Block 8 of Fullerton's Addition to Chicago, being a Subdivision of the Southeast 1/4 of Section 30 and the Northeast 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, recorded May 7, 1879 as Document Number 221101 and that part of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying west and south of the North Branch of the Chicago River, north of Fullerton Avenue, northeast of existing Elston Avenue and east of the East line of Robey Street, now known as Damen Avenue, as now located, all in Cook County, Illinois, being more particularly described as follows:

Commencing at the Southeast corner of Lot 15; thence on an assumed bearing of North 0 degrees 24 minutes 44 seconds West along the east line of said Lot 15, a distance of 1.70 feet to the Point of Beginning; thence continuing along said line, 5.00 feet; thence North 89 degrees 59 minutes 42 seconds West, 395.00 feet; thence North 46 degrees 11 minutes 32 seconds West, 115.95 feet; thence North 0 degrees 34 minutes 14 seconds West, 101.16 feet; thence North 88 degrees 58 minutes 59 seconds East, 395.97 feet; thence 107.75 feet along the arc of a curve concave southerly having a radius of 191.50 feet, the chord of said curve bears South 74 degrees 53 minutes 51 seconds East, 106.34 feet to a point on the Owner's easterly property line as described in Special Warranty Deed recorded March 03, 2001 as Document Number 0010172436; thence North 17 degrees 30 minutes 25 seconds West along said line, 21.76 feet; thence 99.82 feet along the arc of a curve concave southerly having a radius of 206.50 feet, the chord of said curve bears North 77 degrees 10 minutes 07 seconds West, 98.85 feet; thence South 88 degrees 58 minutes 59 seconds West, 394.75 feet; thence South 42 degrees 21 minutes 08 seconds West, 12.36 feet; thence South 4 degrees 16 minutes 43 seconds East, 35.91 feet; thence South 0 degrees 34 minutes 14 seconds East, 73.38 feet to a point on the southwesterly line of said Lot 32; thence South 46 degrees 11 minutes 32 seconds East along said line, 120.06 feet; thence South 89 degrees 59 minutes 42 seconds East, 397.05 feet to the Point of Beginning.

The parcel described above containing 0.245 acre, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80003
STATION:	407+80.34 (Rerouted Elston Ave.)
TO STATION:	411+36.49 (Rerouted Elston Ave.)
OWNER:	EXOHO Associates Limited Partnership
INDEX:	14-30-401-018

Parcel 0J80003

That part of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying west and south of the North Branch of the Chicago River, north of Fullerton Avenue, northeast of Elston Avenue and east of the East line of Robey Street now known as Damen Avenue, as now located, more particularly described as follows:

Beginning at the northeast corner of Fullerton and Wolcott Avenues, being also the southwest corner of vacated Block 10, in Fullerton's Addition to Chicago recorded May 7, 1879 as Document Number 221101, in said Southwest 1/4 of the Southeast 1/4; thence on an assumed bearing of North 0 degrees 24 minutes 44 seconds West along the East line of North Wolcott Avenue, 141.00 feet to the easterly extension of the north line of the 16 foot wide public alley first north of Fullerton Avenue; thence South 89 degrees 59 minutes 35 seconds West, 37.80 feet to the owners westerly property line as described in Special Warranty Deed recorded November 21, 2008 as Document Number 0632502574; thence North 17 degrees 30 minutes 25 seconds West along said line, 168.64 feet; thence southeasterly 412.16 feet along the arc of a nontangential curve concave southwesterly having a radius of 303.50 feet, the chord of said curve bears South 40 degrees 17 minutes 35 seconds East, 381.21 feet; thence South 46 degrees 24 minutes 05 seconds East, 16.00 feet to the North line of Fullerton Avenue; thence South 89 degrees 59 minutes 35 seconds West along said line, 168.57 feet to the Point of Beginning; all in Cook County, Illinois.

The parcel described above containing 0.907 acre, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80003TE
STATION:	407+60.24 (Rerouted Elston Ave.)
TO STATION:	411+36.49 (Rerouted Elston Ave.)
OWNER:	EXOHO Associates Limited Partnership
INDEX:	14-30-401-018

Parcel 0J80003TE

That part of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying west and south of the North Branch of the Chicago River, north of Fullerton Avenue, northeast of Elston Avenue and east of the East line of Robey Street now known as Damen Avenue, as now located, more particularly described as follows:

Commencing at the northeast corner of Fullerton and Wolcott Avenues, being also the southwest corner of vacated Block 10, in Fullerton's Addition to Chicago recorded May 7, 1879 as Document Number 221101, in said Southwest 1/4 of the Southeast 1/4; thence on an assumed bearing of North 0 degrees 24 minutes 44 seconds West along the East line of North Wolcott Avenue, 141.00 feet to the easterly extension of the north line of the 16 foot wide public alley first north of Fullerton Avenue; thence South 89 degrees 59 minutes 35 seconds West along said line, 37.80 feet to the westerly property line of the owner's property as described in Special Warranty Deed recorded November 21, 2008 as Document Number 0632502574; thence North 17 degrees 30 minutes 25 seconds West along said line, 168.64 feet to the Point of Beginning; thence continuing North 17 degrees 30 minutes 25 seconds West along said line, 59.25 feet to the westerly extension of the south line of a certain masonry building; thence North 90 degrees 00 minutes 00 seconds East along the sinuosities of said south building line and it's easterly extension, 326.53 feet to the easterly line of the owner's property as described in said Deed; thence South 28 degrees 15 minutes 43 seconds East along said line, 69.27 feet to an angle point in said line; thence South 0 degrees 56 minutes 43 seconds East along said line 129.46 feet to an angle point in said line; thence South 0 degrees 40 minutes 56 seconds West along said line, 167.85 feet to the north line of Fullerton Avenue; thence South 89 degrees 59 minutes 35 seconds West along said line, 83.53 feet; thence North 46 degrees 24 minutes 05 seconds West, 16.00 feet; thence northwesterly 412.16 feet along the arc of a nontangential curve concave southwesterly having a radius of 303.50 feet, the chord of said curve bears North 40 degrees 17 minutes 35 seconds West, 381.21 feet to the Point of Beginning; all in Cook County, Illinois.

The parcel described above containing 1.516 acres, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80004
STATION:	412+16.49 (Rerouted Elston Ave.)
TO STATION:	418+69.28 (Rerouted Elston Ave.)
OWNER:	Fullerton Avenue Company
INDEX:	14-31-200-038, 14-31-200-024, 14- 31-200-025, 14-31-200-051, 14-31- 200-052, 14-31-501-015, 14-31-501- 016, 14-31-200-042

Parcel 0J80004

Those parts of Lot 1 and Lot 26 through Lot 34, all in Block 11 in Fullerton's Addition to Chicago recorded May 7, 1879 as Document Number 221101, together with that part of the vacated public alley described by Ordinance passed July 11, 1910 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois September 9, 1910 as Document Number 4624286, together with that part of the vacated public alley described by Ordinance passed January 14, 1982 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois March 5, 1982 as Document Number 26163908, all in the Northeast Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois, more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1 on an assumed bearing of North 89 degrees 59 minutes 35 seconds East, 50.86 feet to the Point of Beginning; thence South 44 degrees 59 minutes 51 seconds East, 16.02 feet; thence South 0 degrees 00 minutes 00 seconds East, 194.60 feet; thence South 90 degrees 00 minutes 00 seconds West, 18.96 feet to the southwesterly line of said Lot 34; thence South 46 degrees 15 minutes 11 seconds East along said line, 46.38 feet to the northeasterly extension of the southeasterly line of the northwesterly 16 feet of said Lot 26; thence South 43 degrees 39 minutes 44 seconds West along said line 140.97 feet to the northeasterly line of existing Elston Avenue; thence South 46 degrees 11 minutes 48 seconds East along said line, 369.05 feet; thence North 39 degrees 28 minutes 52 seconds West, 28.50 feet; thence 206.72 feet along the arc of a curve concave easterly having a radius of 300.00 feet, the chord of said curve bears North 19 degrees 44 minutes 26 seconds West, 202.66 feet; thence North 0 degrees 00 minutes 00 seconds East, 371.34 feet; thence North 45 degrees 00 minutes 09 seconds East, 16.05 feet to the north line of said Lot 1; thence South 89 degrees 59 minutes 35 seconds West along said line, 119.67 feet to the Point of Beginning.

The parcel described above containing 1.249 acres, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80004TE-A
STATION:	412+16.48 (Rerouted Elston Ave.)
TO STATION:	419+54.80 (Rerouted Elston Ave.)
OWNER:	Fullerton Avenue Company
INDEX:	14-31-200-038, 14-31-200-052, 14- 31-501-015, 14-31-501-016

Parcel 0J80004TE-A

Part of Lot 1 and Lots 31-37, inclusive, as well as a 16 foot alley adjacent thereto, said alley vacated by document 4624286, all in Block 11 in Fullerton's Addition to Chicago, in the Northeast 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, recorded May 7, 1879 as Document Number 221101, in Cook County, Illinois, described as follows:

Beginning at the northeast corner of said Lot 1; thence South 0 degrees 20 minutes 51 seconds West on an assumed bearing, 183.00 feet along the east line of said Lot 1; thence South 46 degrees 16 minutes 34 seconds East, 20.00 feet; thence South 43 degrees 28 minutes 47 seconds West, 109.20 feet; thence South 45 degrees 55 minutes 07 seconds East, 76.49 feet; thence South 43 degrees 55 minutes 37 seconds West, 105.37 feet; thence southeasterly 177.34 feet along a curve to the left, having a radius of 290.00 feet, the chord of said curve bears South 21 degrees 57 minutes 46 seconds East, 174.59 feet; thence North 43 degrees 39 minutes 01 seconds East, 22.42 feet; thence South 46 degrees 15 minutes 46 seconds East, 47.81 feet; thence South 43 degrees 39 minutes 01 seconds West, 28.11 feet; thence South 39 degrees 28 minutes 52 seconds East, 65.28 feet to the northeast line of existing Elston Avenue; thence North 46 degrees 11 minutes 48 seconds West, 85.51 feet along said northeast line of Elston Avenue; thence North 39 degrees 28 minutes 52 seconds West, 28.50 feet; thence Northwesterly 206.72 feet along a curve to the right, having a radius of 300.00 feet, the chord of said curve bears North 19 degrees 44 minutes 26 seconds west, 202.66 feet; thence North 0 degrees 00 minutes 00 seconds East, 371.34 feet; thence North 45 degrees 00 minutes 09 seconds East, 16.05 feet to the north line of said Lot 1; thence North 89 degrees 59 minutes 35 seconds East, 79.47 feet along said north line of Lot 1 to the Point of Beginning.

The parcel described above containing 0.767 acres, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80004TE-B
STATION:	412+16.51 (Rerouted Elston Ave.)
TO STATION:	414+22.43 (Rerouted Elston Ave.)
OWNER:	Fullerton Avenue Company
INDEX:	14-31-200-038, 14-31-501-016

Parcel 0J80004TE-B

Part of Lot 1 and Lot 34, all in Block 11 in Fullerton's Addition to Chicago, in the Northeast 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian recorded May 7, 1879 as Document Number 221101, in Cook County, Illinois, described as follows:

Beginning at the northwest corner of said Lot 1 in Block 11 in Fullerton's Addition to Chicago; thence North 89 degrees 59 minutes 35 seconds East on an assumed bearing, 50.86 feet along the north line of said Lot 1; thence South 44 degrees 59 minutes 51 seconds East, 16.02 feet; thence South 0 degrees 00 minutes 00 seconds East, 194.60 feet; thence South 90 degrees 00 minutes 00 seconds West, 18.96 feet to the northeasterly line of a 16 foot alley as shown on the plat of Fullerton's Addition to Chicago; thence North 46 degrees 15 minutes 11 seconds West, 61.20 feet to the west line of said Lot 1; thence North 0 degrees 20 minutes 51 seconds East, 163.60 feet along said west line to the Point of Beginning.

The parcel described above containing 0.274 acres, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80006
STATION:	102+12.34 (Fullerton Ave.)
TO STATION:	102+89.41 (Fullerton Ave.)
OWNER:	525 W. Barry No. 1, LLC, an Illinois Limited Liability Company as to an undivided 75% interest and The Yale Company L.L.C., an Illinois Limited Liability Company
INDEX:	14-31-200-040

Parcel 0J80006

Those parts of Lot 1 and Lot 4 in Kuehl's Resubdivision of Lots 8, 9, 10, 11, 12, 13, 14 and 15 and vacated alley in Block 11 in Fullerton's Addition to Chicago, in the Northeast Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, said Resubdivision recorded June 14, 1909 as Document Number 4391223, in Cook County, Illinois, more particularly described as follows:

Beginning at the northwest corner of said Lot 1; thence on an assumed bearing of North 89 degrees 59 minutes 35 seconds East along the north line of said Lot, a distance of 77.08 feet; thence South 0 degrees 00 minutes 25 seconds East, 73.94 feet to the southwesterly line of said Lot 4, said line also being the northeasterly line of Elston Avenue; thence North 46 degrees 11 minutes 48 seconds West along said line, 106.81 feet to the Point of Beginning.

The parcel described above containing 0.065 acre, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80007
STATION:	298+64.77 (Damen Ave.)
TO STATION:	299+59.37 (Damen Ave.)
OWNER:	American National Bank and Trust Company of Chicago (or its successor) as Trustee under Trust Agreement dated April 1, 1986 known as Trust No. 67081
INDEX:	14-31-203-001

Parcel 0J80007

That part of Lot 1 in Fullerton's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian recorded May 7, 1879 as Document Number 221101, in Cook County, Illinois, more particularly described as follows:

Beginning at the northwest corner of said Lot 1; thence easterly on an assumed bearing of North 89 degrees 59 minutes 35 seconds East along the north line of said Lot, a distance of 16.77 feet; thence South 46 degrees 36 minutes 26 seconds West, 20.90 feet; thence South 0 degrees 34 minutes 14 seconds East, 80.23 feet to the southwesterly line of said Lot; thence North 46 degrees 11 minutes 52 seconds West along said line, 1.90 feet to the westerly line of said Lot; thence North 0 degrees 37 minutes 05 seconds West along said line, 93.27 feet to the Point of Beginning.

The parcel described above containing 0.006 acre, more or less.

ROUTE: FAU RTE 2850, FAU RTE 3528,
FAU RTE 1376
SECTION: 05-B1501-00-PV
COUNTY: COOK
JOB NUMBER: R-88-001-10
PARCEL: Parcel 0J80007TE
STATION: 201+94.13 (Elston Ave.)
TO STATION: 202+32.13 (Elston Ave.)
OWNER: American National Bank and Trust
Company of Chicago (or its
successor) as Trustee under Trust
Agreement dated April 1, 1986
known as Trust No. 67081
INDEX: 14-31-203-001

Parcel 0J80007TE

That part of Lots 1, 2 and 3 in Fullerton's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian recorded May 7, 1879 as Document Number 221101, in Cook County, Illinois, more particularly described as follows:

Beginning at the northeast corner of said Lot 1; thence southeasterly on an assumed bearing of South 46 degrees 11 minutes 48 seconds East along the southwest line of North Elston Avenue, 38.00 feet; thence South 43 degrees 48 minutes 12 seconds West, 10.50 feet; thence South 89 degrees 59 minutes 35 seconds West, 30.00 feet; thence North 0 degrees 00 minutes 25 seconds West, 33.88 feet to the northerly line of said Lot; thence North 89 degrees 59 minutes 35 seconds East along said line, 9.85 feet to the Point of Beginning.

The parcel described above containing 0.020 acre, more or less.

ROUTE: FAU RTE 2850, FAU RTE 3528,
FAU RTE 1376
SECTION: 05-B1501-00-PV
COUNTY: COOK
JOB NUMBER: R-88-001-10
PARCEL: Parcel 0J80008
STATION: 298+34.80 (Damen Ave.)
TO STATION: 299+60.02 (Damen Ave.)
OWNER: American National Bank and Trust
Company of Chicago (or its
successor) as Trustee under Trust
Agreement dated December 11, 1995
known as Trust No. 121132-05
INDEX: 14-31-110-007

Parcel 0J80008

That part of Lot 1 in Block 1 in Vincent, a subdivision of the Northeast Quarter of the Northwest Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian recorded May 10, 1887 as Document Number 827250, in the County of Cook and State of Illinois, more particularly described as follows:

Beginning at the northeast corner of said Lot; thence on an assumed bearing of South 0 degrees 37 minutes 05 seconds East along the east line of said Lot; a distance of 125.22 feet to the southeast corner of said Lot; thence South 89 degrees 59 minutes 35 seconds West along the south line of said Lot, a distance of 1.92 feet; thence North 4 degrees 23 minutes 04 seconds West, 63.86 feet; thence North 0 degrees 34 minutes 14 seconds West, 43.60 feet; thence North 35 degrees 11 minutes 58 seconds West, 21.96 feet to the north line of said Lot; thence North 89 degrees 59 minutes 35 seconds East along said line, 18.54 feet to the Point of Beginning.

The parcel described above containing 0.017 acre, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80009
STATION:	300+40.02 (Damen Ave.)
TO STATION:	301+10.33 (Damen Ave.)
OWNER:	Michigan Avenue National Bank of Chicago as Trustee under Trust Agreement dated March 17, 1987 known as Trust No. 4610
INDEX:	14-30-319-016

Parcel 0J80009

That part of Lot 12 in Assessor's Subdivision of part of the Southwest Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian recorded July 30, 1859 in Book 160, Page 39. in Cook County, Illinois, more particularly described as follows:

Beginning at the intersection of the east line of the west 40 feet of the east 73 feet of said Lot 12 and the north line of Fullerton Avenue; thence westerly along said north line on an assumed bearing of South 89 degrees 59 minutes 35 seconds West, 40.00 feet; thence North 45 degrees 01 minutes 46 seconds East, 48.34 feet; thence North 0 degrees 34 minutes 14 seconds West, 36.09 feet to the existing southwesterly right of way line of Elston Avenue; thence South 46 degrees 15 minutes 46 seconds East along said line, 7.90 feet to the existing westerly right of way line of Damen Avenue; thence South 0 degrees 23 minutes 55 seconds East along said line, 64.79 feet to the Point of Beginning.

The parcel described above containing 0.022 acre, more or less.

ROUTE:	FAU RTE 2850, FAU RTE 3528, FAU RTE 1376
SECTION:	05-B1501-00-PV
COUNTY:	COOK
JOB NUMBER:	R-88-001-10
PARCEL:	Parcel 0J80010
STATION:	195+76.85 (Elston Ave.)
TO STATION:	302+29.45 (Damen Ave.)
OWNER:	American National Bank and Trust Company of Chicago, or their successor, as Trustee under Trust Agreement dated August 5, 1975 known as Trust No. 91223
INDEX:	14-30-301-006, 14-30-301-008, 14- 30-301-009

Parcel 0J80010

That part of Lot 1 in Assessor's Subdivision of part of the Southwest Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian recorded July 30, 1859 in Book 160, Page 39, more particularly described as follows:

Commencing at the most southern southeast corner of Lot 1 in Snow Estate Subdivision, recorded February 14, 1873 in Cook County as document number 80819; thence southeasterly along the existing northeasterly right of way line of Elston Avenue on an assumed bearing of South 46 degrees 15 minutes 46 seconds East, 52.66 feet to the Point of Beginning; thence South 60 degrees 38 minutes 04 seconds East, 88.05 feet; thence South 79 degrees 02 minutes 52 seconds East, 29.03 feet; thence easterly 85.74 feet on a curve concave northerly having a radius of 253.50 feet, the chord of said curve bears South 81 degrees 19 minutes 37 seconds East, 85.34 feet; thence North 46 degrees 16 minutes 58 seconds East, 13.39 feet to the existing westerly right of way of Damen Avenue; thence South 4 degrees 17 minutes 21 seconds East along said right of way, 108.59 feet; thence 10.26 feet on a curve concave westerly having a radius of 1217.00 feet, the chord of said curve bears South 4 degrees 09 minutes 09 seconds East, 10.26 feet; thence South 65 degrees 16 minutes 05 seconds West, 6.51 feet; thence North 4 degrees 16 minutes 43 seconds West, 10.64 feet; thence North 50 degrees 33 minutes 15 seconds West, 13.20 feet; thence westerly 30.60 feet on a curve concave northerly having a radius of 346.50 feet, the chord of said curve bears North 88 degrees 29 minutes 13 seconds West, 30.59 feet to the existing northeasterly right of way line of Elston Avenue; thence North 46 degrees 15 minutes 46 seconds West along said line, 222.38 feet to the Point of Beginning; all in Cook County, Illinois.

The parcel described above containing 0.241 acre, more or less.



Office of the City Clerk



A2013-41

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Stephanie C. Spiegel as member of Special Service Area No. 31 Greater Ravenswood Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2013

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

Ladies and Gentlemen:

I have reappointed Stephanie C. Spiegel as a member of Special Service Area No. 31, the Greater Ravenswood Commission, for a term effective immediately and expiring June 3, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-42

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/10/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of John H. Paige as member 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

April 10, 2013

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

Ladies and Gentlemen:

I have reappointed John H. Paige as a member of Special Service Area No. 33, the Wicker Park and Bucktown Commission, for a term effective immediately and expiring September 13, 2013.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor