



Office of the City Clerk City of Chicago

City Hall
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Legislation Referred to Committees at the Chicago City Council Meeting 6/5/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
1	R2013-543	Congratulations extended to Police Officer Angelina Palermo for heroic lifesaving actions	Emanuel, Rahm (Mayor)
2	R2013-544	Congratulations extended to Sister Sheila Lyne, RSM, on retirement and dedication to residents of Chicago	Emanuel, Rahm (Mayor) Burke, Edward M. (14)
3	R2013-545	Congratulations extended to 2012 - 2013 Junior ROTC cadets	Emanuel, Rahm (Mayor)
4	R2013-546	Tribute to late Dawn Clark Netsch	Emanuel, Rahm (Mayor)
Agreement(s) - Collective Bargaining			
5	O2013-4843	Collective Bargaining Agreement with The Illinois Council of Police	Emanuel, Rahm (Mayor) Workforce Development
Agreement(s) - Intergovernmental			
6	O2013-4845	Intergovernmental agreement with Chicago Park District for Eugene Park Expansion Project	Emanuel, Rahm (Mayor) Finance
7	O2013-4848	Intergovernmental agreement with Metropolitan Pier and Exposition Authority regarding Tax Increment Financing for Cermak Road Streetscape Project	Emanuel, Rahm (Mayor) Finance
Appointment(s)			
8	A2013-59	Appointment of Jodi L. Block as member of Chicago Public Library Board	Emanuel, Rahm (Mayor) Budget
9	A2013-60	Appointment of Jason B. Boywid as member of Special Service Area No. 18, North Halsted Commission	Emanuel, Rahm (Mayor) Finance
10	A2013-61	Appointment of Farah Essa as member of Special Service Area No. 22, Andersonville Commission	Emanuel, Rahm (Mayor) Finance
11	A2013-62	Appointment of Paul D. Fitzpatrick as member of Special Service Area No. 1, State Street Commission	Emanuel, Rahm (Mayor) Finance
12	A2013-64	Appointment of Cally E. Raduendzel as member of Special Service Area No. 19, Howard Street Commission	Emanuel, Rahm (Mayor) Finance
13	A2013-65	Appointment of Cindy L. Rudman as member of Special Service Area No. 18, North Halsted Commission	Emanuel, Rahm (Mayor) Finance

Legislation Referred to Committees at the Chicago City Council Meeting

6/5/2013

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
14	A2013-66	Appointment of Randy L. Shingledecker as member of Special Service Area No. 18, North Halsted Commission	Emanuel, Rahm (Mayor)	Finance
Fund 925 Amendment(s)				
15	O2013-4176	Amendment of 2013 Annual Appropriation Ordinance within Fund No. 925	Emanuel, Rahm (Mayor)	Budget
Reappointment(s)				
16	A2013-63	Reappointment of Ailisa M. Herrera and Alan J. Goldberg as members of Special Service Area No. 24, Clark Street Commission	Emanuel, Rahm (Mayor)	Finance



City of Chicago



R2013-543

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Resolution
Title:	Congratulations extended to Police Officer Angelina Palermo for heroic lifesaving actions
Committee(s) Assignment:	

A resolution

adopted by *The City Council*
of the *City of Chicago, Illinois*



Presented by MAYOR RAHM EMANUEL on JUNE 5, 2013

Whereas , At approximately 2:30 a.m. on December 26, 2012, Chicago Police Officer Angelina Palermo (Star #13482) and her partner were dispatched to the 6700 block of South Wolcott Avenue in response to a 9-1-1 emergency call reporting a man with a gun; and

WHEREAS, When Officer Palermo and her partner reached the scene in full uniform and in their marked squad car, they saw that other police officers had also just arrived and were walking into the front of the residence in search of the offender. Taking initiative, Officer Palermo and her partner moved towards the rear of the home in case the offender exited there; and

WHEREAS, As she walked to the back of the residence, Officer Palermo heard shouting from inside the home. Officer Palermo then saw a man run through the back door and down several stairs, seeking to escape through a gaping hole in the backyard fence; and

WHEREAS, Before stepping through the fence, the man pointed a pistol at Officer Palermo and her partner. Fearing for her safety and that of her partner, Officer Palermo fired at the offender. Undeterred, the man fled into the back yard of the neighboring property; and

WHEREAS, Anticipating that the man would double back towards Wolcott Avenue and pose a threat to her fellow officers, Officer Palermo dashed to the front of the residence, where she saw the offender standing in the gangway. Raising his arm, the man again pointed his handgun at the police officers. Fearing the worst, Officer Palermo fired two more shots at the offender, who threw his gun up onto the roof, before falling wounded to the ground; and

WHEREAS, Assisted by other officers, Officer Palermo took the offender into custody. The gunman's loaded Taurus .40 caliber semi-automatic pistol was then recovered from the gutter of the rooftop where he had thrown it; and

WHEREAS, The subsequent investigation revealed that, prior to the officers' arrival, the gunman, a convicted felon, had threatened others in the home with his pistol during a domestic disturbance; and

WHEREAS, The offender was charged as an armed habitual criminal, and with unlawful use of a weapon by a felon and two counts of aggravated assault with a firearm; and

WHEREAS, This outstanding result was made possible by Officer Palermo's astute observations, quick evaluation of the scene, demonstrated bravery, concern for her fellow officers, and measured response in the face of grave danger; now, therefore,

BE IT RESOLVED, That we, the Mayor and Members of the City Council of the City of Chicago, assembled this fifth day of June, 2013, do hereby honor Chicago Police Officer Angelina Palermo for her professionalism, valor and exceptional efforts on behalf of the citizenry of Chicago; and

BE IT FURTHER RESOLVED, That a suitable copy of this resolution be presented to Chicago Police Officer Angelina Palermo, and placed on permanent record in her personnel file, as a token of our appreciation and esteem.



Ral Emanuel

MAYOR

Susana A. Mendoza

CITY CLERK

SUSP.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I transmit herewith a congratulatory resolution concerning the Police Department.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

Mayor



City of Chicago



R2013-544

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

6/5/2013

Sponsor(s):

Emanuel, Rahm (Mayor)
Burke, Edward M. (14)

Type:

Resolution

Title:

Congratulations extended to Sister Sheila Lyne, RSM, on
retirement and dedication to residents of Chicago

Committee(s) Assignment:

A resolution

adopted by *The City Council*
of the *City of Chicago, Illinois*



2

Presented by ALDERMAN EDWARD M. BURKE
MAYOR RAHM EMANUEL on JUNE 5, 2013

Whereas, After more than 33 years of service to Mercy Hospital & Medical Center and Trinity Health ("Mercy Hospital"), Sister Sheila Lyne, RSM, officially retired as Mercy Hospital's president and chief executive officer on May 31, 2013; and

WHEREAS, Robert F. Kennedy reminded us that: "Moral courage is a rarer commodity than bravery in battle or great intelligence. Yet it is the one essential, vital quality of those who seek to change a world which yields most painfully to change;" and

WHEREAS, Throughout her more than six decades of service as a Sister of Mercy and three decades of service to Mercy Hospital, Sister Sheila Lyne repeatedly demonstrated her bravery, resilience and skilled leadership in the fight to ensure that Chicago's neediest residents receive quality healthcare; and

WHEREAS, A wisp of a woman whose gentle demeanor conceals an iron will, boundless compassion and an unfailing moral compass, Sister Sheila Lyne joined Mercy Hospital in 1970 as director of the diagnostic and treatment center. Following the example set by The Venerable Mother Catherine McAuley, an Irish nun who founded the Sisters of Mercy in 1831, Sister Sheila Lyne dedicated her life to serving the poor, the vulnerable and the sick; and

WHEREAS, In 1976, after earning her master's degree in psychiatric nursing from St. Xavier University in Chicago, Sister Sheila Lyne was named president and chief executive officer of Mercy Hospital. In 1980, she received her master's degree in business administration from the University of Chicago; and

WHEREAS, In 1991, Sister Sheila Lyne was appointed Commissioner of Public Health for the City of Chicago, a position which she held for nine years. The first female and non-physician to serve in that capacity, she embraced her new position with passion, determination and common sense; and

WHEREAS, As commissioner, Sister Sheila Lyne significantly reduced Chicago's infant mortality rate by enlisting women to go door-to-door in their communities to educate and assist pregnant women in prenatal care; she created programs which boosted childhood immunizations to 73% from 27% throughout the City's poorest neighborhoods; and she increased funding tenfold – from \$4 million to \$40 million – for HIV awareness, prevention and treatment programs, including efforts to promote the free distribution of condoms; and

WHEREAS, Sister Sheila Lyne's spine of steel was never more evident than when she was arrested for defying a court order to test every child in the Chicago Public School system for lead poisoning because she believed that the court order was overly broad and misguided. Needless to say, she was out of jail two hours later; and

WHEREAS, In 2000, Sister Sheila Lyne returned to Mercy Hospital as president and chief executive officer. Known for walking the halls of the hospital, she worked tirelessly throughout her career to provide excellent medical care to all. Largely as a result of Sister Sheila Lyne's leadership, vision and influence, today Mercy Hospital boasts a nationally recognized heart and vascular center, a certified stroke center, eleven medical satellite centers and a state-of-the-art digital breast care center. In April of 2012, Sister Sheila Lyne's unrelenting efforts to secure Mercy Hospital's future were rewarded when Mercy Hospital merged with Trinity Health, one of the Nation's largest Catholic hospital networks; and

WHEREAS, Sister Sheila Lyne has served on many distinguished boards and won numerous honors, among them the Excellence in Public Service Award from Crain's Chicago Business, North Business Industrial Council, and Motorola, and the Shield of St. Xavier Award from St. Xavier University; and

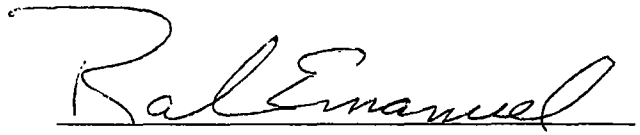
WHEREAS, In retirement, Sister Sheila Lyne plans to continue her life-long ministry of promoting community health by going door-to-door to educate the public and by serving as a senior advisor to Mercy Foundation, Inc., Mercy Hospital's philanthropic arm. She also looks forward to spending time with her niece, Sheila, and nephews, Tim and Terry; and

WHEREAS, The Chicago City Council has been informed of Sister Sheila Lyne's retirement by Alderman Edward M. Burke; now, therefore,

BE IT RESOLVED, That we, the Mayor and Members of the City Council of the City of Chicago, assembled this fifth day of June, 2013, do hereby express our sincere gratitude to Sister Sheila Lyne for her many years of dedicated service to the residents of Chicago, and extend to her our warmest and best wishes for continued good health, happiness and success; and

BE IT FURTHER RESOLVED, That a suitable copy of this resolution be presented to Sister Sheila Lyne as a token of our appreciation and esteem.




MAYOR


CITY CLERK

Susp.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I transmit herewith, together with Alderman Burke, a congratulatory resolution concerning Sister Sheila Lyne, RSM.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

Mayor

James 3/5



City of Chicago



R2013-545

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Resolution
Title:	Congratulations extended to 2012 - 2013 Junior ROTC cadets
Committee(s) Assignment:	

A resolution

adopted by *The City Council*
of the *City of Chicago, Illinois*



Presented by MAYOR RAHM EMANUEL on JUNE 5, 2013

Whereas , The Junior Reserve Officers' Training Corps (Junior ROTC) is a program sponsored by the United States Armed Services in high schools across the country to train high school students in leadership, character education and military science; and

WHEREAS, The focus of Junior ROTC is reflected in the program's mission statement, which is "To motivate young people to be better citizens;" and

WHEREAS, Chicago Public School students who participate in Junior ROTC learn the value of citizenship, service to the community and personal responsibility through a challenging educational curriculum, which is designed to prepare them for leadership in their community, to instill in them self-discipline, self-esteem and a sense of accomplishment, and to foster in them an awareness of their rights, responsibilities and privileges as American citizens; and

WHEREAS, One of the greatest distinctions that a Junior ROTC cadet can achieve is to serve as commander of their school's Junior ROTC Unit. The forty-four Junior ROTC Unit Commanders, who serve under the guidance of the City Corp Commander, are responsible for leading their school's respective Junior ROTC program. They are chosen for this prestigious leadership role based on their exemplary personal conduct, the example they set for younger students, their academic achievements and their commitment to the community; and

WHEREAS, This year, several extraordinarily qualified Junior ROTC cadets from Chicago Public High Schools have earned prestigious four-year ROTC scholarships or appointments to our Nation's elite service academies; and

WHEREAS, All of these outstanding individuals embody and have worked hard to promote the principles and standards of Junior ROTC. Each of them is the pride of Chicago; now, therefore,

BE IT RESOLVED, That we, the Mayor and Members of the City Council of the City of Chicago, assembled this fifth day of June, 2013, do hereby extend our congratulations to those Chicago Public High School cadets who served as commanders of their Junior ROTC Units during the 2012-2013 school year; to those cadets who received coveted appointments to national military service academies; and to those cadets who earned four-year ROTC scholarships to pursue their college education and commission as officers in the service of the United States; and

BE IT FURTHER RESOLVED, That suitable copies of this resolution be presented to each of these exemplary Chicago Public High School students as a token of our respect and of our best wishes for a bright and prosperous future.




MAYOR


CITY CLERK

SUSP.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I transmit herewith a congratulatory resolution concerning outstanding JROTC cadets.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

Mayor



City of Chicago



R2013-546

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Resolution
Title:	Tribute honoring life and memory of Dawn Clark Netsch
Committee(s) Assignment:	

A resolution

adopted by *The City Council*
of the *City of Chicago, Illinois*



Presented by MAYOR RAHM EMANUEL on JUNE 5, 2013

Whereas , The Members of this Chamber were deeply saddened to learn of the death on March 5, 2013, at age 86, of Dawn Clark Netsch, a longtime Illinois state senator and former Illinois comptroller, and the first woman to run for governor of Illinois as the candidate of a major political party; and

WHEREAS, Born Patricia Dawn Clark on September 16, 1926, Ms. Netsch was raised in Cincinnati, Ohio. Her father was in the construction business. Her mother was a social worker. As a young adult, Ms. Netsch moved to Evanston, Illinois, where she graduated Phi Beta Kappa from Northwestern University in 1948 with a degree in political science; and

WHEREAS, After graduating from college, Ms. Netsch attended Northwestern University School of Law, where she led the fight on campus to integrate the University's dormitories. In 1952, Ms. Netsch graduated first in her law school class; and

WHEREAS, Recognizing early on that the law provided a means to address social inequalities, and that politics was the route to change, Ms. Netsch began her professional life as a researcher and speechwriter for Illinois governor Adlai Stevenson during his 1952 presidential campaign, before joining the Washington, D.C. law firm of Covington & Burling, where she worked for two years. In 1954, Ms. Netsch returned to Chicago, where she served as a law clerk to U.S. District Court Judge Julius Hoffman and campaigned for Adlai Stevenson during his 1956 presidential bid. An active member of the Committee on Illinois Government, a group of independent Democrats, Ms. Netsch worked as an attorney in private practice until 1961, when she was appointed legal counsel to Illinois Governor Otto Kerner. Ms. Netsch was the first woman in Illinois history to hold that illustrious position; and

WHEREAS, In 1965, Ms. Netsch joined Northwestern University School of Law as its first female faculty member and as one of the first group of women law professors in the United States. At the time of her death, Ms. Netsch was a professor emeritus at Northwestern, where she taught courses and co-authored a widely used textbook on state and local government; and

WHEREAS, Ms. Netsch was elected in 1969 as a delegate to the 1970 Illinois Constitutional Convention. In 1972, she was elected to the Illinois General Assembly. During her 18-year tenure as a State senator, Ms. Netsch became an expert in state finances. A trailblazer in the political arena, Ms. Netsch sponsored the Equal Rights Amendment, argued against the death penalty, and worked tirelessly in favor of abortion rights, equality for the LGBT community, time off work for medical care of family members, government ethics reform, campaign reform, tax reform, the merit selection of judges, adequate funding for public education and banning handguns; and

WHEREAS, In 1990, when Ms. Netsch was elected as state comptroller, she became the highest-ranked woman in Illinois state government and the first woman elected to state constitutional executive office in Illinois. In 1994, Ms. Netsch again made history as the first woman elected on a major ticket to run for governor of Illinois; and

WHEREAS, An extraordinarily gifted, determined and patient person, who was widely admired for her intellect, tenacity, blunt honesty and independent spirit, Ms. Netsch was a woman of many "firsts," who left an indelible mark on the body politic during her more than six decades of service to the people of the Illinois; and

WHEREAS, Throughout her long and distinguished career in law and politics, Ms. Netsch's name remained synonymous with ethics and honest government. Most recently, Ms. Netsch served on the Illinois Task Force on Campaign Reform and Chicago Mayor Rahm Emanuel's Ethics Reform Task Force. In January of 2013, Ms. Netsch was honored by Planned Parenthood with a lifetime achievement award; and

WHEREAS, A playful and fun-loving person, with a twinkle in her eye and a self-deprecating sense of humor, Ms. Netsch loved opera, the Chicago White Sox, beer and champagne, Illinois sweet corn and a good game of pool; and

WHEREAS, A woman who set the standard for integrity in public service, Dawn Clark Netsch will always be remembered as a political pathfinder for generations of Illinois women; as a passionate and persistent fighter for progressive causes; and for her unwavering belief in good government, human rights and civil liberty; and

WHEREAS, Dawn Clark Netsch was preceded in death by her beloved husband of 45 years, Walter Netsch, who died in 2008; and is survived by her nephew, Andrew Kerr; one cousin; and a host of loving friends and admirers; now, therefore,

BE IT RESOLVED, That we, the Mayor and Members of the City Council of the City of Chicago, assembled this fifth day of June, 2013, do hereby honor the life and memory of Dawn Clark Netsch; and

BE IT FURTHER RESOLVED, That a suitable copy of this resolution be presented to the family of Dawn Clark Netsch as a sign of our sympathy and good wishes.



Ral Emanuel

MAYOR

Susana A. Mendoza

CITY CLERK

SUSP.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I transmit herewith a resolution honoring the life and memory of Dawn Clark Netsch.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-4843

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Collective Bargaining Agreement with The Illinois Council of Police
Committee(s) Assignment:	Committee on Workforce Development and Audit



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 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 authorizing the execution of a collective bargaining agreement with the Illinois Council of Police.

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 an agreement between the City of Chicago and the Illinois Council of Police, substantially in the form attached hereto.

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 ILLINOIS COUNCIL OF POLICE

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation ("Employer") and the Illinois Council of Police ("the 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 existing ordinances, 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 Aviation Security Sergeant 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 Aviation Security Sergeant 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**

Section 4.1 Wages

Effective the first day of the first payroll period following full ratification of this agreement by the Union and by City Council, the job classification of Aviation Security Sergeants will be re-graded from Grade BX 14 to the equivalent of Grade BX 15 on a new Y Salary Schedule that reflects the increase. A copy of the Y Salary Schedule is attached hereto as Appendix A. Bargaining unit members shall progress through the new Schedule, in accordance with the Employer's standard salary rules and practices. There shall be no further adjustments to the Y Salary Schedule (Appendix A) for the duration of this Agreement.

ARTICLE 5 **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 work week for employees consists of up to forty (40) hours worked (excluding the time allocated for meal periods which shall be unpaid time), with two (2) consecutive days off. Following ratification of this Agreement, the Employer may implement a schedule providing day-off groups balanced throughout the work week so as to permit the maximum sufficient staffing on all days throughout the work week. Prior to the implementation of such schedule, employees at each airport will be granted an opportunity to submit requests for their preferred shift and day-off group assignment. When submitting such requests, employees should list all requested assignments in order of preference, by shift and day off group. Such requests will be honored in seniority order, with the preferences of the most senior employees honored first, until all available requested assignments at each airport have been filled. Any schedule assignments that remain unfilled through this process will be made by the Employer at its discretion.

The Employer may make changes to an employee's normal work week or normal work day, provided that, except in the case of an emergency, the Employer will give the Union and the affected employee(s) at least ten (10) calendar days notice of any such change. 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.

All hours worked in excess of forty (40) hours per workweek shall be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay. Sick leave, vacation, compensatory time, union business leave and /or other paid time off shall not be included as hours worked for purposes of this section. Hours worked over forty (40) hours per workweek must be authorized by the Employer and shall be computed on the basis of completed fifteen (15) minute segments.

ARTICLE 6 **HOLIDAYS**

Section 6.1 Current Holidays

Full-time salaried employees shall receive the following holidays off without any change in their regular salary:

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

To be eligible for any of said days off without any change in regular salary, the employee must be in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following the holiday, or absent from work on one or both of those days with the Employer's permission; such permission will not be unreasonably denied.

A suspension without pay shall not begin or end on a scheduled work day immediately preceding or following a holiday.

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, or by submission of a separate request by the employee to schedule the personal day. A personal day must be used in the calendar year in which it is granted, and may not be carried over from one year to the next.

Section 6.2 Holiday Observance

Employees required to work a regular shift on an established holiday shall be paid at two and one-half (2 ½) times their basic hourly rate for hours worked on such holiday, which shall include holiday pay. For those employees whose regular day off coincides with an established holiday, the employee shall be credited with an alternative day-off.

Neither pay for time worked on a holiday nor an alternative day-off shall be credited to an employee if he or she is on medical leave, suspended, on an unexcused absence, or on a leave of absence.

Employees shall use the alternative day-off for holiday observances within sixty (60) days from the date the alternative day-off was earned. Use of alternative days-off shall be scheduled with the consent of the Department and subject to the Department's operational requirements. If an alternative day-off is scheduled within the 60 day period but is cancelled by the Department and not rescheduled within the same 60 day period, the it may be rescheduled outside of the 60 day period. If such an alternative day-off is not scheduled within this period, it shall be scheduled by the Department at its sole discretion.

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.

(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 and shift, 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. Nothing in this section shall be construed as precluding employees from discussing their vacation scheduling requests with each other prior to submitting requests for approval, it being understood that the final determination of vacation schedules will be made by the Employer.

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) calendar days or less or layoff of forty (40) calendar 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.

In the event two (2) or more employees have the same seniority date, a lottery shall be conducted to break seniority ties.

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) calendar days, layoff for more than forty (40) calendar 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, seniority shall be determined by continuous service with the City. In the event two (2) or more employees have the same time in title and continuous service with the City, a lottery shall be conducted to break seniority ties.

Section 8.5 Probationary Employment

All employees hired into the bargaining unit 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) calendar 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) calendar 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 or review by the Human Resources Board, 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) calendar 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) calendar 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 from the Employer at the time they are hired into the bargaining unit will retain those benefits during the probationary period. Probationary employees shall be compensated at the same rate as Career Service employees.

Section 8.6 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, day off schedule or work location (i.e., O'Hare Airport or Midway Airport) 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's request is granted, 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) When 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 8.7 Temporary Transfers

(a) The Employer may temporarily transfer an employee to a work assignment within his/her job classification on a different shift or day off schedule, or at a different work location (i.e., O'Hare Airport or Midway Airport). The Employer shall notify employees of the requirements for said temporary transfers.

(b) Where any temporary transfer is expected to last more than fourteen (14) calendar 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 make the assignment 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 after a reasonable amount of orientation. Thirty (30) calendar days' advance notice of temporary transfers shall be given to the employees if the need for the temporary transfer is then known; otherwise, notice will be given as soon as reasonably possible.

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

Section 8.8 Balancing The Work Force

If the Employer intends to reduce the number of employees in a job classification at a work location (i.e., O'Hare Airport or Midway Airport), or on a shift or day off schedule, and reassign them to another work location, shift or day off schedule, the Employer shall seek volunteers among the affected employees in the job classification, provided that the volunteers have the then present ability to perform the work required without further training after a reasonable amount of orientation.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority. In all cases, the employee selected must have the then present ability to perform the work required without further training after a reasonable amount of orientation.

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 A.

- (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 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 calendar 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 (5) consecutive calendar 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) calendar 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.

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 nonprofessional 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 - 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. A Career Service 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) calendar 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) calendar 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.

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 fifteen (15) calendar 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 seven (7) calendar 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 ten (10) calendar 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 ten (10) calendar 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 fifteen (15) calendar 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) 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) calendar 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.

(b) 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.

(c) It is further agreed that, effective thirty (30) calendar days after the effective date of final ratification of this Agreement, or after the employee's date of hire or entry into the bargaining unit, whichever date 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 the Union. It is understood that the amount of deduction from said nonmember 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.

(d) 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) calendar 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) calendar days of its desire to establish a new job classification or a successor title to any present bargaining unit job classification. No title which is already in use in another bargaining unit in the City shall be used as a successor title. Where the new job classification or successor title is used only to clarify employee duties, or where there are no changes in duties, or where the new job classification or successor title involves "de minimis" changes in or additions to present duties, such new job 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 job 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 job classification or successor title, plus all time in the predecessor job classification or title.

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 job classification or successor title.

Section 15.3 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 15.4 - 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 15.5 - 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 15.6 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 15.7 Residency

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

Section 15.8 - Contracting Out

The Employer reserves the right to contract out for reasons of efficiency or economy. In the event the Employer issues a public notice seeking proposals for the performance of Aviation Security Sergeant duties, the Employer will provide a copy of such public notice to the Union. Before making any final decision to contract out Aviation Security Sergeant duties, and at least sixty (60) days prior to signing any agreement for the performance of such work, the Employer will provide the Union with written notice of the contemplated contracting out. Such notice shall contain the name and address of the contractor that will be performing said work, a description of the work to be performed, and any contemplated impact on bargaining unit employees. The notice shall also include a copy of the contract or proposal under consideration. Within ten (10) calendar days of receipt of such notice, the Union may submit a written request to the Employer to meet and discuss the contemplated contracting out. The Employer shall meet to discuss the contemplated contracting out with the Union within ten (10) calendar days of receipt of the Union's request, or at any such later time as the parties may mutually agree. During this meeting, the Employer will consider any alternative proposals submitted by the Union. The Employer will provide the Union with notice of its final determination.

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) calendar 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.

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 reasonable times for the 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 - Chapter Representatives

The City recognizes the right of the Union to elect, appoint, or otherwise name up to four (4) employees as Chapter Representatives of the Union. The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of employees designated to serve as Chapter Representatives, and shall notify the Employer promptly of any changes. Employees acting as Chapter Representatives shall not be discriminated against because of their activities on behalf of the Union.

Section 17.4 Grievance Processing

Union Chapter Representatives will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not interfere with the efficient operation of the Department, provided that Chapter Representatives shall observe the Employer's reasonable visitation rules for Union representatives. A Chapter Representative shall ask his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the department takes precedence, but such permission shall not be unreasonably denied. Paid time off to investigate and process grievances under this Section does not include any time spent preparing for or presenting arbitration hearings after Step III of the grievance procedure has been completed.

Section 17.5 Negotiating Team

The Union may include up to four (4) employees on its negotiating team for purposes of negotiating a successor Agreement. Up to two (2) of said employees, and no more than one (1) employee from any shift at any work location, may be excused from work for the purpose of attending any scheduled negotiation meeting, provided that: (a) there will be at least one (1) employee remaining on duty as a Sergeant on the shift and at the work location of the employee being excused to attend negotiations; (b) the employee's absence from work would not interfere with the City's operations; (c) the employee will be excused from work only for such time as is reasonably necessary for the purpose of attending the negotiation meeting; and (d) any employee seeking to be excused from work to attend a negotiation meeting requests and obtains the permission of his/her supervisor at least seven (7) calendar days before the negotiation meeting. Any time off from work granted in accordance with this Section shall be without loss of pay. The Union will notify the Employer of the names of all Union bargaining team members at the outset of negotiations.

Section 17.6 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. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the City and shall not include items which are endorsements of candidates for political office (other than offices of the Union).

Section 17.7 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) Employee: 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.

Section 18.4 Drug and Alcohol Testing

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

(i) 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.

(iv) random testing may be administered in accordance with the applicable protocols and procedures established by the City for the random testing of employees holding commercial driver's licenses.

(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, 2016, 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) calendar days and not more than ninety (90) calendar 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) calendar 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) calendar days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) calendar day period, each party reserves the right to reopen the entire Agreement.

Section 20.3 Certification by the Illinois Labor Relations Board

The parties acknowledge that the Employer has appealed the decision of the Illinois Labor Relations Board ("ILRB") certifying the Aviation Security Sergeants as an appropriate, stand-alone bargaining unit. In the event that, at any point, the ILRB's certification of the Union as the exclusive representative of said bargaining unit shall become revoked or otherwise invalid by decision or order of any court or of the ILRB, the Agreement shall be considered terminated, and the terms of this Agreement shall become null and void, as of the effective date of said decision or order.

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:

Date: _____



DEPARTMENT OF LAW
CITY OF CHICAGO

LETTER OF UNDERSTANDING

April 23, 2013

Mr. Richard Bruno
Illinois Council of Police
770 N Church Rd Ste H
Elmhurst, Illinois 60126-1426

Re: Chicago Department of Aviation (CDA)
Uniform Allowance Aviation Security Sergeants

Dear Mr. Bruno:

This Letter of Understanding shall confirm the parties' agreement that, upon the signing of this Letter, the CDA shall continue to pay Aviation Security Sergeants a uniform allowance. The parties agree that each officer shall receive a uniform allowance of \$550.00 annually, payable in two (2) installments of \$275.00 on February 1 and October 1.

If this letter accurately represents your understanding and agreement regarding these procedures, please sign below to signify the Union's agreement to the foregoing.

Sincerely,

Joseph Martinico
Chief Labor Negotiator

Acknowledged and agreed this
25th day of April, 2013

Richard Bruno
Illinois Council of Police



City of Chicago



O2013-4845

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District for Eugene Park Expansion Project
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the Park District has proposed a park expansion, including landscaping improvements, at Eugene Field Park (the "Project") on the premises which is commonly known as 5125 N. Pulaski and legally described in Exhibit A (the "Property"); and

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

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

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on February 27, 2002 and published in the Journal of the Proceedings of the City Council (the "Journal of Proceedings") for said date at pages 79687 to 79794, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Lawrence Pulaski Redevelopment Project Area" (the "Lawrence Pulaski Redevelopment Area"); (ii) designated the Lawrence Pulaski Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Lawrence Pulaski 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 Lawrence Pulaski Redevelopment Area shall be known as the "City Increment"); and

WHEREAS, the City's Department of Housing and Economic Development ("HED") desires to make available to the Park District a portion of the City Increment in an amount not to exceed \$345,000 for the purpose of funding the construction of the Project (the "TIF-Funded Improvements") in the Lawrence Pulaski 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 Lawrence Pulaski 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 desire to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements; now, therefore,

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

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

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

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

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

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

EXHIBIT A

THAT PART OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID ¼ SECTION, 13 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 10 CHAINS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID ¼ SECTION, 13 CHAINS; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ SECTION, 10 CHAINS TO THE POINT OF BEGINNING, TAKEN AS ONE TRACT, WHICH LIES WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGNING AT A POINT ON THE WEST LINE OF SAID TRACT, 482.50 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID TRACT, 340.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID TRACT, 375.50 FEET TO THE NORTH LINE OF SAID TRACT (EXCEPTING THAT PART THEREOF LYING NORTHWESTERLY OF THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER AND EXCEPT THE WEST 33 FEET OF SAID TRACT DEDICATED FOR NORTH PULASKI ROAD AND THAT PART TAKEN FOR THE WIDENING OF PULASKI ROAD IN CIRCUIT COURT OF COOK COUNTY CASE NUMBER 92L50591, IN COOK COUNTY, ILLINOIS.

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

Common Address: 5125 N. Pulaski

PIN: 13-11-300-008-0000

EXHIBIT B

AGREEMENT

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

EUGENE FIELD PARK EXPANSION

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

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds expended for the development of a vacant parcel of land located at Eugene Field Park, (the "Park") commonly known as 5125 North Pulaski Road, in Chicago, Illinois, and legally described in Exhibit A (the "Property") The Park District has proposed to further improve and expand the Park, such improvement being hereinafter refereed to as the "Project."

D. The Park District owns the Property that lies wholly within the boundaries of the Lawrence Pulaski 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, and pursuant to ordinances adopted on February 27, 2002, and published in the Journal (the "Journal") of the Proceedings of the City Council for said date at pages 79687 through 79794, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the Lawrence Pulaski Redevelopment Project Area" (the "Lawrence Pulaski Redevelopment Area"); (ii) designated the Lawrence Pulaski Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Lawrence Pulaski 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 Lawrence Pulaski Redevelopment Area shall be known as the "Lawrence Pulaski Increment").

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

I. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within, or adjacent to, the boundaries of the Lawrence Pulaski Redevelopment Area.

J. HED wishes to make available to the Park District a portion of the Lawrence Pulaski Increment in an amount not to exceed \$345,000 (the "Project Assistance") for the purpose of funding the Project in the Park (the "TIF-Funded Improvements") to the extent and in the manner provided in this Agreement.

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

M. On _____, the City Council adopted an ordinance published in the Journal of Proceedings 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 an ordinance expressing its desire to accept Project Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than 24 months from the Closing Date, or later as the Commissioner or Acting Commissioner of HED (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

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

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

SECTION 2. FUNDING

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

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

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

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

2.3.2. [Intentionally Omitted – relating to title imperfections]; and

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 C hereto ("Certificates of Expenditure") be processed and executed periodically. 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 HED. Delivery by the Park District to HED 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:

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

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any 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 \$345,000. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit D. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all costs of completing the Project over the Project 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 D contains a preliminary list of capital improvements and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the Project Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of Project Assistance on the Project, the Commissioner, based upon the project budget, may make such modifications to Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of Project Assistance, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2.7 and Section 2.2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

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

SECTION 3. TERM.

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

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein or any applicable funding provided by the Park District. The City's financial obligation shall be limited to an amount not to exceed \$345,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

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

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

SECTION 5. INSURANCE.

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

- (a) Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.
- (b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
- (c) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, The Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

- (d) Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, The Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.
- (e) Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, 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. Non-fulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

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

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

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

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

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

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

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

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. To the extent of liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

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

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent fails to complete the Project within 48 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

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

7.3. Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with

respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every

other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

Legal Description

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID $\frac{1}{4}$ SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID $\frac{1}{4}$ SECTION, 13 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID $\frac{1}{4}$ SECTION, 10 CHAINS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID $\frac{1}{4}$ SECTION, 13 CHAINS; THENCE WEST ALONG THE NORTH LINE OF SAID $\frac{1}{4}$ SECTION, 10 CHAINS TO THE POINT OF BEGINNING, TAKEN AS ONE TRACT, WHICH LIES WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGNING AT A POINT ON THE WEST LINE OF SAID TRACT, 482.50 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID TRACT, 340.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID TRACT, 375.50 FEET TO THE NORTH LINE OF SAID TRACT (EXCEPTING THAT PART THEREOF LYING NORTHWESTERLY OF THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER AND EXCEPT THE WEST 33 FEET OF SAID TRACT DEDICATED FOR NORTH PULASKI ROAD AND THAT PART TAKEN FOR THE WIDENING OF PULASKI ROAD IN CIRCUIT COURT OF COOK COUNTY CASE NUMBER 92L50591, IN COOK COUNTY, ILLINOIS.

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

Common Address: 5125 N. Pulaski Road, Chicago, Illinois

PIN: 13-11-300-008-0000

EXHIBIT B

Project Description

Field (Eugene) Park Development

Field (Eugene) Park is located at 5100 N. Ridgeway Ave. in the North Park and Albany Park Community Area. The park runs along the north branch of the Chicago River. The requested \$345,000 from the Pulaski/Lawrence TIF district will be used to develop the 2.35 acre lot at Pulaski and Foster, connecting Field (Eugene) Park and Gompers Park along the river. The site will be developed as a passive park and is to include ornamental trees, native plantings, walkways, fencing and ornamental fencing. The planned native habitat area will serve migratory and local bird populations, as well as provide storm water retention before water flows into the Chicago River. The park development project proposed for Field Park will create a continuous inviting public space along the river.

EXHIBIT C

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

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

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

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

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

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

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

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

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

Chicago Park District

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago

Department of Housing and Economic Development

EXHIBIT D

Project Budget TIF-Funded Improvements

The total cost of the project is \$345,000. In no event, however, shall funding from the Lawrence Pulaski TIF Fund exceed \$345,000.

Sources Budget:

City of Chicago (Lawrence Pulaski TIF)	\$345,000
Total Project Cost	\$345,000

Uses Budget:

Demolition and Removal	\$75,000
Top Soil	\$20,000
Ornamental Trees	\$15,000
Ornamental Fencing	\$50,000
Native Plantings	\$15,000
Fencing	\$25,000
Walkways	\$75,000
Utilities	\$40,000
Design Fees	<u>\$30,000</u>
Total=	\$345,000

The Commissioner may approve changes to this preliminary budget.



City of Chicago



O2013-4848

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Metropolitan Pier and Exposition Authority regarding Tax Increment Financing for Cermak Road Streetscape Project
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Metropolitan Pier and Exposition Authority regarding TIF assistance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of local government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives; and

WHEREAS, the Metropolitan Pier and Exposition Authority (the "Authority") is a political subdivision, unit of local government, body politic and municipal corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 *et seq.*; and

WHEREAS, at the request of the City, acting through the Department of Housing and Economic Development ("DHED") and the Department of Transportation ("CDOT"), the Authority has agreed to undertake the streetscaping of the north side of Cermak Road from Prairie Avenue to Calumet Avenue (the "Site") (the streetscaping of the Site shall be known herein as the "Project"); and

WHEREAS, it is contemplated by the City and the Authority that the Authority will provide development services, including the design and construction of the Project; and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/1-74.4-1 *et seq.*, as amended from time to time (the "TIF 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, the City Council (the "City Council") of the City of Chicago (the "City") adopted the following ordinances in accordance with the TIF Act on July 29, 1998: (1) approving a tax increment redevelopment plan for the Calumet Avenue/Cermak Road Redevelopment Project Area (the "Calumet/Cermak Redevelopment Area"); (2) designating the Calumet/Cermak Redevelopment Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Calumet/Cermak Redevelopment Area; and

WHEREAS, the City Council adopted the following ordinances in accordance with the TIF Act on September 13, 1989, as amended on March 21, 1990 and May 12, 1999: (1) approving a tax increment redevelopment plan for the Michigan Avenue/Cermak Road Redevelopment Project Area (the "Michigan/Cermak Redevelopment Area"); (2) designating the Michigan/Cermak Redevelopment Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Michigan/Cermak Redevelopment Area; and

WHEREAS, the Site lies mostly within the boundaries of the Calumet/Cermak Redevelopment Area, and the balance of the Site lies within the boundaries of the Michigan/Cermak Redevelopment Area; and

WHEREAS, under the TIF Act, such incremental ad valorem taxes, which pursuant to the TIF Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment"), may be used, among other purposes, to pay the cost of public works and improvements as well as to acquire and construct public facilities, as contemplated in a redevelopment plan, and obligations relating thereto; and

WHEREAS, the City wishes to make available to the Authority a portion of the Increment from the Calumet/Cermak Redevelopment Area and the Michigan/Cermak Redevelopment Area in an amount not to exceed \$360,000 (\$306,000 of which is anticipated to be Increment from the Calumet/Cermak Redevelopment Area and \$54,000 of which is anticipated to be Increment from the Michigan/Cermak Redevelopment Area) for the purpose of providing the funds required for the construction of the Project; and

WHEREAS, the redevelopment plans for the Calumet/Cermak and Michigan/Cermak Redevelopment Areas contemplate that tax increment financing assistance would and will be provided for the construction of public improvements, such as the Project, within the boundaries of the Calumet/Cermak and Michigan/Cermak Redevelopment Areas; and

WHEREAS, the City, acting primarily through DHED and CDOT but also through the Office of Budget and Management, intends to participate actively with the Authority in the planning and implementation of the Project; and

WHEREAS, the City and the Authority have determined that it is necessary, desirable and in the public interest to enter into an intergovernmental agreement in substantially the form attached as an exhibit hereto (the "Agreement") in order to set forth their respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project; now, therefore,

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

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

Section 2. The Commissioner of DHED (the "DHED Commissioner") or a designee thereof is hereby authorized to execute, subject to the review of the Corporation Counsel as to form and legality, the Agreement and such other documents as are necessary, between the City and the Authority, which may contain such other terms as are deemed necessary or appropriate by the DHED Commissioner. In particular, but not by way of limitation, the DHED Commissioner or a designee thereof is hereby authorized to execute any amendment to the Agreement which may increase the Budget (as such term is defined in the Agreement) for the Project and the corresponding payment to the Authority from Increment from the Calumet/Cermak Redevelopment Area and/or the Michigan/Cermak Redevelopment Area by not more than \$400,000 in the aggregate.

Section 3. The DHED Commissioner, the Commissioner of the Department of Transportation, the Budget Director and their respective designees are each authorized to execute such additional documents, information, assurances and certifications and to take such additional actions in connection with the Project as may be necessary or required pursuant to the Agreement as contemplated therein.

Section 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph,

clause or provision shall not affect any of the other provisions of this ordinance.

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

EXHIBIT

S:\SHARED\Finance\Gaynor New\Housing & Econ Dev\Cermak Streetscape IGA w MPEA\iga 5.doc

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE METROPOLITAN PIER AND EXPOSITION AUTHORITY (CERMAK ROAD STREETScape)

This Intergovernmental Agreement (the "Agreement"), dated as of _____, 2013 is made by and between the City of Chicago, having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and the Metropolitan Pier and Exposition Authority, having its principal offices at 301 East Cermak Road, Chicago, Illinois 60616-2421 (the "Authority" or "MPEA").

RECITALS

A. The City is a home rule unit of local government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives. The Authority is a political subdivision, unit of local government, body politic and municipal corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 *et seq.* (the "MPEA Act").

B. At the request of the City, acting through the Department of Housing and Economic Development ("DHED") and the Department of Transportation ("CDOT"), the Authority has agreed to undertake the streetscaping of the north side of Cermak Road from Prairie Avenue to Calumet Avenue (the "Site"), as described in more detail on Exhibit A hereto (the streetscaping of the Site shall be known herein as the "Project").

C. It is contemplated by the City and the Authority that the Authority will provide development services, including the design and construction of the Project.

D. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/1-74.4-1 *et seq.*, as amended from time to time (the "TIF 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.

E. The City Council (the "City Council") of the City of Chicago (the "City") adopted the following ordinances in accordance with the TIF Act on July 29, 1998: (1) approving a tax increment redevelopment plan for the Calumet Avenue/Cermak Road Redevelopment Project Area (the "Calumet/Cermak Redevelopment Area"); (2) designating the Calumet/Cermak Redevelopment Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Calumet/Cermak Redevelopment Area (items(1)-(3) collectively referred to herein as the "Calumet/Cermak TIF Ordinances").

F. The City Council adopted the following ordinances in accordance with the TIF Act on September 13, 1989, as amended on March 21, 1990 and May 12, 1999: (1) approving a tax increment redevelopment plan for the Michigan Avenue/Cermak Road Redevelopment Project Area (the "Michigan/Cermak Redevelopment Area"); (2) designating the Michigan/Cermak Redevelopment Area as a tax increment financing district; and (3) adopting

tax increment allocation financing for the Michigan/Cermak Redevelopment Area (items(1)-(3) collectively referred to herein as the "Michigan/Cermak TIF Ordinances").

G. The Site lies mostly within the boundaries of the Calumet/Cermak Redevelopment Area, and the balance of the Site lies within the boundaries of the Michigan/Cermak Redevelopment Area.

H. Under the TIF Act, such incremental ad valorem taxes, which pursuant to the TIF Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment"), may be used, among other purposes, to pay the cost of public works and improvements as well as to acquire and construct public facilities, as contemplated in a redevelopment plan, and obligations relating thereto.

I. The City wishes to make available to the Authority a portion of the Increment from the Calumet/Cermak Redevelopment Area and the Michigan/Cermak Redevelopment Area in an amount not to exceed \$360,000 (\$306,000 of which is anticipated to be Increment from the Calumet/Cermak Redevelopment Area and \$54,000 of which is anticipated to be Increment from the Michigan/Cermak Redevelopment Area) for the purpose of providing the funds required for the construction of the Project to the extent and in the manner provided in this Agreement.

J. The redevelopment plans for the Calumet/Cermak and Michigan/Cermak Redevelopment Areas contemplate that tax increment financing assistance would and will be provided for the construction of public improvements, such as the Project, within the boundaries of the Calumet/Cermak and Michigan/Cermak Redevelopment Areas.

K. The City, acting primarily through DHED and CDOT but also through the Office of Budget and Management, intends to participate actively with the Authority in the planning and implementation of the Project.

L. The parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement in order to set forth their respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Architect of Record: The firm or entity employed by the Authority or its designee for the purpose of designing and observing the Work for compliance with the Contract Documents.

Authority: The Metropolitan Pier and Exposition Authority, an Illinois municipal corporation.

Authorized Authority Representative: The person or entity employed or retained by the Authority to provide planning, development, construction management, administration and/or coordination services for the Project.

Authorized CDOT Representative: The Commissioner of CDOT, including the duly designated representative thereof, who is designated as CDOT's representative in the planning and implementation of the Project.

Authorized DHED Representative: The Commissioner of DHED, including the duly designated representative thereof, who is designated as DHED's representative in the planning and implementation of the Project.

Board: The Board of the Metropolitan Pier and Exposition Authority.

Budget: The budget for the planning, design, and construction of the Project as set forth on Exhibit B attached hereto. For purposes of this Agreement, the term "Budget" includes, as the case may be and as agreed to by the Budget Director, the Authorized CDOT Representative, the Authorized DHED Representative and the Authority, as a result of the review process more fully described in Section 2.2 hereof:

(a) Formulation Budget(s) that will permit the Authority to perform Formulation Services as defined in this Definitions Section;

(b) Undertaking Budget that will permit the Authority to begin design, bidding and construction of the Project; and

(c) Revised Budget(s) as necessary to reflect bid results or changes in scope.

Budget Director: The Budget Director of the City, including the duly designated representative thereof, who is designated by the City to receive notices pursuant to this Agreement and otherwise act as the City's representative in implementing the financial requirements of this Agreement.

Building Program: The requirements specified by DHED and CDOT with respect to the Project including, but not limited to the nature, scope and extent of the Project and facilities and the size, type, function, spatial relationships, and materials to be used in the design and construction of the Project.

CDOT: The Department of Transportation of the City.

Certificate of Final Acceptance: The certificate, substantially in the form attached hereto as Exhibit C2, which shall be delivered by the Authority to CDOT to certify that a Certificate of Final Completion has been issued by the Architect of Record for the Project, that the Authority has verified that all punch list work has been completed, and that all deliverables, including but not limited to the items as provided in Section 10.6, have been transmitted to CDOT.

Certificate of Substantial Completion: The certificate issued by the Architect of Record to certify that the Project has been essentially completed except for Punch List Work and the City is able to occupy and use the Project for the purpose intended.

Chief Executive Officer: The Chief Executive Officer, including the duly designated representative thereof, of the Authority.

City: The City of Chicago, an Illinois municipal corporation.

City Council: The City Council of the City.

Contract: A contract, including all of the Contract Documents as described therein, between the Authority and a Contractor to perform services and/or provide labor, materials, equipment and other Work and facilities required for the completion of the Project. For purposes of this Agreement, the term "Contract" may include multiple agreements including but not limited to a professional services agreement, general construction contract, construction management contract or other form of agreement required for Project-related activities.

Contract Documents: The drawings, specifications and program requirements (including, without limitation, civil, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) developed by the Architect of Record for the construction of the Project as approved by the Authorized Authority Representative and the Authorized CDOT Representative for compliance with the approved Building Program and all other documents attached to the Contract and/or incorporated by reference into the Contract.

Contractor: An individual or firm that contracts with the Authority to perform services and/or provide Work in connection with the Project in accordance with the Standard of Performance as provided in this Agreement. For purposes of this Agreement, the term "Contractor" may include a general or specialty contractor, subcontractor, design entity, construction manager, environmental consultant or other consultants engaged by the Authority to implement the Project.

Corporation Counsel: The Corporation Counsel, including the duly designated representative thereof, of the City.

DHED: The Department of Housing and Economic Development of the City.

Final Completion: The last date on which all of the following events have occurred: the Authority in consultation with the Authorized CDOT Representative has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract Documents; final inspections have been completed and operating systems and equipment testing have been completed; all deliverables as provided in Section 10.6 hereof have been provided to the Authority and forwarded to CDOT; and all contractual requirements for final payment to the Contractor have been completed.

Formulation Services: Formulation services refer to a range of planning and pre-development activities, including, without limitation, environmental testing, and concept design.

IEPA: The Illinois Environmental Protection Agency.

Municipal Code: The Municipal Code of Chicago.

Notice of Substantial Completion: The certificate, substantially in the form attached hereto as Exhibit C1, which shall be delivered by the Authority to the Authorized CDOT Representative along with a Certificate of Substantial Completion issued by the Architect of Record and a copy of the Punch List.

Project: As defined in the Recitals and Section II.

Project Account: An existing interest-bearing account of the Authority that will be used for purposes of depositing funds advanced by the City to pay the costs incurred by the Authority in implementing the Project as more fully described in Section 9.3 hereof.

Punch List or Punch List Work: Minor adjustments or repairs in the Work as determined by the Architect of Record that must be completed prior to Final Completion and Acceptance of the Work and the issuance of the Certificate of Final Completion. The Authorized Authority Representative and the Authorized CDOT Representative shall have the right to consult with the Architect of Record concerning the preparation and completion of the Punch List.

Schedule: The anticipated date or dates on which the Project or portions thereof shall be completed.

Site: The public right of way upon which the Project will be constructed.

Site Work: Any remediation of adverse environmental site conditions, demolition or other site development work in connection with the Project that may be undertaken by the Authority.

Standard of Performance. In addition to performing the Work in full compliance with the Contract Documents, the Contractor must perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with the degree of skill, care and diligence normally exercised by qualified and experienced contractors in performing work in a project of a scope and magnitude comparable to the Work.

Substantial Completion: The date on which the Architect of Record has issued a Certificate of Substantial Completion certifying that the Project has been essentially completed in accordance with the Contract Documents except for Punch List Work that will not preclude the beneficial use and occupancy of the Project for the purpose intended. The date of Substantial Completion shall be the later of: (1) the date indicated in the Certificate of Substantial Completion used by the Architect of Record; and (2) the date on which the independent Commissioning agent has certified in writing that all systems are operating as designed; provided, however, if the City rejects the Project as not being substantially complete in accordance with Section 10.4, the date of Substantial Completion will be the date upon which MPEA or the Contractor remedies any outstanding issues to the satisfaction of the City.

Work: Work means the obligations of the Contractor under the Contract Documents. Work includes, unless specifically excluded by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

SECTION I INCORPORATION OF RECITALS AND DEFINITIONS

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION II SCOPE OF PROJECT

2.1. Project. The Authority will coordinate and manage the planning, design and construction of the Project on behalf of the City. The Project will be undertaken by the Authority pursuant to the terms of this Agreement, the TIF Act, the MPEA Act, the Contract Documents, the Municipal Code and all other applicable rules, regulations, statutes and ordinances. All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago.

2.2 Review of Project. The parties by their designated representatives will review the proposed design, engineered site plans (showing, among other things, dimensions and turning movements for trucks), scope of the Work, the preliminary Budget, remediation of environmental conditions, site preparation work, and any other factors that may affect the coordination or cost of the Project or the Schedule. Upon completion of such review procedures, the parties shall approve in writing the Building Program, the conceptual design, the Undertaking Budget and the Project schedule in the form of the undertaking authorization for such Project. Following such approval, the Authority shall proceed with the design, bidding and construction of the Project in accordance with the terms of this Agreement. Subsequent to bidding, a Revised Budget shall be provided to the parties which shall reflect the Project cost after the competitive bidding process or as necessary to reflect any changes in scope after the Undertaking Budget; provided, however, as the Project is intended to be designed to not exceed the Budget, if the Revised Budget exceeds that attached as Exhibit B hereto, the parties will work diligently to change the scope of work in order to not exceed the Budget or to increase the Budget pursuant to Section 9.4 hereof.

SECTION III RESPONSIBILITIES OF THE PARTIES

3.1 The Authority. In discharging its obligations to construct the Project on behalf of the City, the Authority will perform project planning, design oversight, construction administration and other project management services as may be needed to complete the Project. Specific responsibilities of the Authority with respect to the implementation of the Building Program include, but are not limited to, the following (which are not necessarily presented in sequential order):

3.1.1 [intentionally omitted];

3.1.2 [intentionally omitted];

3.1.3 [intentionally omitted];

3.1.4 Negotiate with any public or quasi-public agencies or authorities having ownership or other interests in and to the Site (other than the City) in order to acquire any easements or reversionary interests necessary in order to develop the Site for the intended purpose;

3.1.5 Participate in such interaction, consultation, meetings and other activities with community organizations, public agencies, elected officials and other interested parties as may be necessary for the efficient construction of the Project;

3.1.6 Engage or cause to be engaged the services of such environmental consultants as may be necessary in order to prepare bid and construction documents, monitor the Site Work and perform other services as directed by the Authority;

3.1.7 [intentionally omitted];

3.1.8 [intentionally omitted];

3.1.9 Prepare or cause to be prepared the terms and conditions of the Contract, which shall be forwarded by the Authority to the Authorized CDOT Representative for review and comment prior to the solicitation of bids and/or proposals for the Work upon request;

3.1.10 Solicit or cause to be solicited bids and/or proposals for the Contract and any other Work as may be required for the design and construction of the Project;

3.1.11 Engage the services of such architectural, engineering and other design and/or construction consultants as may be necessary for the completion of the Project, incorporating into the Contract with any such design entity the copyright provisions set forth on Exhibit D attached hereto and incorporated herein by reference. The Authority shall assign to the City any and all such copyrights which have been conveyed to the Authority;

3.1.12 Examine all documents submitted by the City, CDOT, or a Contractor and render decisions pertaining thereto with reasonable promptness in order to avoid delay in the completion of the Project;

3.1.13 Obtain such surveys, title information, environmental tests and other reports and documents as may be necessary or advisable in order to determine the condition of the Site and factors that may affect the cost of completion of the Project or the Schedule, and obtain approval of the environmental remediation plan, if required, from IEPA.

3.1.14 Determine the types and amounts of insurance and payment and performance bonds to be provided by the Contractor and the sufficiency of evidence that such coverages are in force as more fully described in Section 7.3 and Section 8.2 hereof;

3.1.15 Require and procure from the Contractor waivers for all liens or rights of lien for labor and materials furnished by or through it in the construction of the Project prior to processing interim and final pay requests as more fully described in Section 7.4 hereof;

3.1.16 Require, by appropriate provision in the Contract, that the Contractor indemnify, save and hold harmless the City and the Authority as more fully described in Section 8.1 hereof;

3.1.17 In consultation with the Authorized CDOT Representative, the Authorized DHED Representative and the Budget Director, approve any and all changes to the Contract including increases or decreases in the scope of the Work of the Contractor and adjustments in the contract price occasioned thereby which do not result in an increase in the overall Budget for the Project;

3.1.18 Apply the funds deposited in the Project Account or otherwise paid by the City solely to obtain the full and faithful completion of the Project in accordance with the Budget unless otherwise authorized by the Budget Director;

3.1.19 Enforce the terms and conditions of the Contract and all other agreements pertaining to the Project, consistent with the requirements thereof;

3.1.20 Avail itself of the rights and remedies in the Contract and all other agreements pertaining to the Project, it being understood and agreed that the Work is under charge and care of the Authority to protect the best interests of the City; and

3.1.21 Provide for such additional services as may be requested in writing by the Budget Director, the Authorized DHED Representative, or the Authorized CDOT Representative with respect to the Project provided that sufficient funds are available to pay the costs of such services.

3.1.22 Enforce the Standard of Performance in all Work.

3.1.23 Serve as the primary point of contact with the Contractor to resolve any design, construction, or other Project-related issues during the period of the Contractor's Warranty (as such term is defined in Section 10.1).

3.1.24 Incorporate into each Contract the following representation and warranty:

"Neither the Contractor nor any affiliate of the Contractor is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term 'affiliate,' when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise."

3.2 The City. The Authorized DHED Representative, the Authorized CDOT Representative and the Budget Director, in consultation with the Authorized Authority Representative, shall approve the nature and scope of the Project. The City shall pay all costs of implementing the Project as set forth in the Budget for the Project. In no event shall the Authority be obligated to pay, nor shall the Authority disburse any funds from the Project Account that exceeds the overall Budget for the Project without the written approval of the Budget Director. The Authority may re-allocate funds among line items within the Budget which

do not increase the overall Budget for the Project as more fully described in Section 9.4 hereof. Specific responsibilities of the City include, but are not limited to, the following:

3.2.1 Provide information to the Authority regarding the requirements of DHED and CDOT for the Building Program;

3.2.2 Approve a preliminary Budget for the Project which shall include, without limitation, contingencies for bidding, changes during construction and other costs which are the responsibility of the City and, in consultation with the Authorized Authority Representative, determine the final Budget for the Project;

3.2.3 Designate the Authorized DHED Representative, the Authorized CDOT Representative and their respective duly designated representatives to act on the City's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to the design, construction and acceptance of the Project;

3.2.4 In consultation with the Authorized Authority Representative, the Authorized CDOT Representative and the Authorized DHED Representative shall review and approve in writing all change orders that cause the cost of the Project to exceed the overall Budget for this Project;

3.2.5 Pay all costs incurred by the Authority in connection with the implementation of the Project as provided in the Budget and approved by the Budget Director;

3.2.6 Cooperate with the Authority and its designated representatives in obtaining any and all approvals pertaining to the use of the Site, and execute any applications for permit or the like as may be required in order to develop and construct the Project that will be constructed on property owned by the City;

3.2.7 [intentionally omitted]; and

3.2.8 Provide such additional assistance as shall be agreed by the parties.

SECTION IV SITE AVAILABILITY AND ACCESS

4.1 [intentionally omitted]

4.2 [intentionally omitted]

4.3 Right of Entry. It is expressly acknowledged and agreed that the Authority and the City and their respective employees, consultants and the Contractor shall have the right to enter upon the Site or portion thereof owned by the Authority or the City for purposes associated with the development and implementation of the Project and other related facilities and the completion of the Project without further authorization by the Authority or the City. Any Contractor that may enter upon the Site for such purposes at the direction of the Authority or the City, as applicable, will be required to indemnify the Authority or the City, as applicable, and their respective Commissioners, officials, employees, agents and representatives from and against all claims arising out of such entry and to provide to the Authority and CDOT, upon request, certificates of insurance evidencing the types and limits of insurance as specified on

Exhibit E. The Authority and the City shall be named as additional insured on all such insurance policies. The City shall cooperate with the Authority and its designated representatives in obtaining any and all approvals pertaining to the use of the Site, and execute any applications for permit or the like as may be required in order to develop and construct the Project.

4.4 Unpermitted Encumbrances. Neither the Authority nor the Contractor nor any of their respective Commissioners, officials, representatives, designees, agents, successors or assignees shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Site.

4.5 [intentionally omitted]

SECTION V ENVIRONMENTAL CONDITIONS

5.1 [intentionally omitted]

5.2 [intentionally omitted]

5.3 Environmental Laws. The Authority agrees that at all times during its performance of this Agreement, it shall cause the Contractor to comply, with all "Environmental Laws." "Environmental Laws" mean any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560. Upon the City's request, the Authority and/or the Contractor will provide evidence satisfactory to the City of such current compliance.

SECTION VI CONSTRUCTION OF THE PROJECT

6.1 Preparation of Contract Documents. The Authority shall determine whether to appoint an Architect of Record as defined above or other design entity, to prepare design documents, issue a request for proposals that includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids or proposals for the construction of the Project. The Authority shall provide a copy of such design submittals to the Authorized CDOT Representative for review and approval to determine compliance with the Building Program. CDOT shall use its best efforts to provide written comments to the Authority within (10) business days from the receipt of each submittal. If CDOT provides written comments to the Authority on the final design review submittal, such review submittal being denoted as final by the Authority, then the Authority will work diligently with CDOT to address the comments in a manner satisfactory to all parties. The Authority shall include in the Contract Documents a space for CDOT to confirm its acceptance of the final design.

6.2 Selection of Contractor. Upon completion of the Contract Documents, the Authority shall solicit bids or proposals for the construction of the Project or portion thereof by public advertisement, or from pre-qualified contractors in consultation with the Authorized DHED Representative and the Authorized CDOT Representative, as determined by the Authority in accordance with its usual and customary procurement procedures. The Authority shall review and evaluate the bids or proposals received for the construction of the Project and conduct such investigations as may be necessary and appropriate to determine the responsiveness of the bid or proposal and the proposed cost of constructing the Project in accordance with the Budget. During the bid review period, the Authorized CDOT Representative and the Budget Director shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the Board upon recommendation of the Chief Executive Officer shall award the Contract to the lowest responsible and responsive bidder, subject to Section 6.5 hereof.

6.3 Limited Applicability of Approval. Any approvals of the design of the Project, Site Work or the Contract Documents made by the Authorized CDOT Representative for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to federal, state or local law, code or any ordinance or order of the City, nor shall any such approval constitute approval of the quality, structural soundness or the safety of the Project. It is understood and agreed that the Authority shall act on behalf of the City in ensuring the Contractor's compliance with all applicable laws and requirements.

6.4 Ownership of Documents. All documents, including but not limited to, all data, certificates, schematics, warranties, environmental remediation documents, prototype and other design documents, copyrights and Contract Documents with regard to the development and construction of the Project shall be the property of the City. The Authority shall assign and transfer ownership of all such documents and materials that it may have obtained from the Contractor or others to CDOT on behalf of the City at Final Completion of the Project.

6.5 Debarred Vendors. The Authority shall not retain for the Project any architect, consultant, contractor, materials provider or other vendor that has been debarred or otherwise disqualified from doing business with the City by its Chief Procurement Officer.

SECTION VII ADMINISTRATION OF THE PROJECT

7.1 **Enforcement of Contract.** The Authority shall comply, and cause the Contractor to comply, with the terms and conditions of the Contract as appropriate and applicable, including all applicable federal, state and local laws, codes, ordinances and orders now or hereafter in force. Such requirements include, but are not limited to, accessibility standards for persons with disabilities or environmentally limited persons, the Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, Equal Employment Opportunity and affirmative action requirements, the Authority's Special Conditions regarding Minority-Owned Business Enterprises and Women-Owned Business Enterprises participation, Chicago residency requirements and community hiring requirements, which are incorporated herein by reference.

7.2 **Coordination with the City.** The Authority shall inform the Authorized DHED Representative, the Authorized CDOT Representative, the Corporation Counsel and the Budget Director of the status of progress regarding the implementation of the Project not less frequently than on a quarterly basis and, upon request, provide the Authorized DHED Representative, the Authorized CDOT Representative and the Budget Director with a copy of any reports or other documents that may have been obtained by the Authority. As soon as reasonably practicable, the Authority shall provide the Authorized DHED Representative, the Authorized CDOT Representative and the Budget Director with any information which may result in an exceedance of the Budget or may cause the construction of the Project to be delayed beyond the dates specified in the Schedule. The Authorized DHED Representative and the Authorized CDOT Representative shall have the right to inspect the Project at all reasonable times and to attend meetings with representatives of the Authority, the Contractor and others regarding the Project. In order to protect the City and the Authority from incurring additional costs as a result of unauthorized work, any requests or directions that the Authorized DHED Representative or the Authorized CDOT Representative may have with respect to the construction of the Project shall be directed to the Authorized Authority Representative and not to the Contractor. The Authorized CDOT Representative will provide to the Authority prompt, accurate and complete information regarding the requirements of CDOT, so that the progress of the Project will not be impeded. All data provided by CDOT shall be evaluated by the Authorized Authority Representative, who shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall quality of the Project and the Schedule.

7.3 **Payment and Performance Bond.** The Authority, as set forth in Section 3.1.14, shall determine the type and amount of payment and performance bonds required for the Project and require the Contractor to provide a payment and performance bond to ensure that the terms and conditions of the Contract Documents will be faithfully performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the Authority. If the surety fails or is deemed by the Authority to be insufficient security for the completion of the Project, the Authority will require the Contractor to furnish an additional bond in such amount as may be determined by the Authority. Any proceeds derived by the Authority as a result of the payment and performance bond shall be credited to the Project Account and applied as agreed by the Authority and the Budget Director.

7.4 **Waiver and Release of Liens.** The Authority, as set forth in Section 3.1.15 shall require and procure from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving the Project. This provision shall be

construed as being solely for the benefit of the Authority and the City and shall not confer any rights hereunder for the benefit of the Contractor or its subcontractors. To ensure payment of lien claims, the Authority shall retain the amounts of the liens claimed by subcontractors or suppliers from payments to the Contractor unless an appropriate waiver or mechanic's lien bond is provided or the lien funds are deposited with the Circuit Court of Cook County, Illinois in accordance with applicable Illinois legal requirements and the Contract Documents. Except as provided above, the Authority shall not make final payment to Contractor nor shall any part of the amounts retained for lien claims be paid until the Contractor shall have delivered to the Authority a complete release of all liens, financial obligations or claims from the Contractor, subcontractor, and other agents acting on its behalf in connection with the Work or arising out of the Work and an affidavit that so far as the Contractor has knowledge or information, releases all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, then the Contractor shall be required to refund to the Authority all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Any amounts so refunded shall be for the benefit of the City and credited to the Project Account.

7.5 Default by Contractor. In the event that the Contractor defaults in its obligations under the Contract, the Authority shall pursue all rights and remedies afforded to it pursuant to the terms of the Contract, at law or in equity. Upon request by the Authorized DHED Representative, the Authorized CDOT Representative, the Budget Director or the Corporation Counsel and approval by the Board, the Authority shall assign any of its rights and remedies for default by the Contractor to the City.

SECTION VIII INDEMNITY AND INSURANCE

8.1 Indemnity. Each Contract awarded by the Authority for the Project shall require the Contractor to indemnify, save and hold harmless the Authority and the City, and their respective Commissioners, officers, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Work as a result of any act or omission of the Contractor or any of its subcontractors or any of their respective employees or agents.

8.2 Insurance. The Authority, as set forth in Section 3.1.14, shall require the Contractor to purchase and maintain during the implementation of the Site Work and/or the performance of the Work, the types and amounts of insurance as shall be specified by the Authority substantially in the form attached hereto as Exhibit E or as otherwise agreed to by the City's Risk Management Office. Prior to the commencement of Work on the Project, the Authority shall obtain from the Contractor certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of work or services covered by such policies, the inception and expiration dates of the policies and the specific coverages to be provided. The City and the Authority shall be included as named insureds as their respective interests may appear on the Contractor's insurance policies. A copy of any and all such insurance certificates shall be provided by the Authority to the Authorized CDOT Representative upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the Authority and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon issuance of the Notice of Substantial Completion as described in Section 10.4 hereof, the City shall be responsible for insuring the Site including all improvements thereon.

SECTION IX PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the parties that the cost of completing the Project shall not exceed the sums specified in the final Budget for the Project. All plans, specifications and estimates of costs shall be reviewed by the duly designated representatives of the parties. The City agrees (after approving the Authority's choice of counsel) to pay or reimburse the Authority for all reasonable legal fees, costs and expenses incurred by the Authority in undertaking the Project as follows:

9.1.1 [intentionally omitted]

9.1.2 Third-Party Negligence. Claims or proceedings against the Authority or the Contractor that arise out of a claim or proceeding that is instituted by third parties as a result of any negligent or willful act of the Contractor or any of its subcontractors or subconsultants shall be tendered to the Contractor for defense of the Authority and the City pursuant to Section VIII, Indemnity and Insurance, of this Agreement.

9.1.3 Construction Litigation. The Authority will use its best efforts to enforce the provisions of the Contract so that the Project is completed in a cost efficient, timely manner. The Authority will defend or prosecute, as applicable, rights and remedies afforded by the Contract in a reasonable, prudent manner. Unless the City consents otherwise, the Authority shall pursue and exhaust, and shall pursuant to the Contract require the Contractor to pursue and exhaust any alternative dispute resolution opportunities provided for under the Contract before litigating any dispute in connection with the Project. To the extent that payment of the Authority's legal costs and expenses are not recovered from the Contractor or any surety, the City agrees to pay or reimburse the Authority for costs incurred for legal costs and expenses subject to the following conditions:

9.1.3.1 The Authority will not initiate any legal proceeding related to the Project and no settlement shall be made without the prior written consent of the Budget Director and the Corporation Counsel;

9.1.3.2 The City shall have the right to approve (such approval not to be unreasonably withheld) counsel selected by the Authority;

9.1.3.3 The Authority will notify the Budget Director and the Corporation Counsel of any proceeding related to the Project within ten (10) days following receipt of summons and complaint or as otherwise directed by the Budget Director or the Corporation Counsel;

9.1.3.4 The Authority will apprise the Budget Director and the Corporation Counsel on a quarterly basis or otherwise as agreed by the parties concerning the status of any legal proceeding related to the Project;

9.1.3.5 The Authority, the Budget Director and the Corporation Counsel shall establish a separate legal budget as soon as practicable after the commencement of any legal proceeding related to a Project;

9.1.3.6 The Authority will provide a monthly legal services report summary related to the Project to the Budget Director and the Corporation Counsel;

9.1.3.7 Any legal fees, costs or expenses incurred must comply with the City's Outside Counsel Guidelines ("Guidelines") and for payment purposes must be submitted after notification to Patrick Ryan, the Corporation Counsel's Director of Administration, online to the City's legal auditor, Examen, for review and recommendation to the Authority of the invoice amounts to be paid; the Authority shall review the charges not in compliance with the Guidelines, as determined by the Examen, and process the invoices for payment; and

9.1.3.8 Notwithstanding the foregoing, in the event that the Authority is judged by a court of competent jurisdiction to have been negligent or to have committed other acts of misconduct involving a claim or other legal proceeding the parties will equitably adjust the reimbursement of legal fees and costs as appropriate.

9.1.4 Application of Funds. Any funds that may be recovered by the Authority as a result of any such legal proceedings shall be deposited in the Project Account and disbursed as directed by the Chief Executive Officer and the Budget Director.

9.1.5 Disclaimer. It is expressly understood and agreed that the City will not reimburse the Authority for any legal fees on account of findings against the Authority for breach of contract and/or breach of this Agreement.

9.2 [intentionally omitted]

9.3 Payment of Project Costs. The Authority shall provide the City with a cash flow for the Project upon request. The Authority shall prepare and provide to the Budget Director, on a quarterly basis in advance, the estimated amounts that will be required to pay the cost of the Project during the next succeeding ninety (90) days. Requests for payment shall include professional services, construction, administrative costs, contingency reserves and such other items as shall have been agreed by the parties ("Request for Payments"). Within thirty (30) days following receipt of a quarterly estimate and Request for Payment, the Budget Director shall process the Request for Payment and remit payment to the Authority, which payment shall consist of the estimated amounts required for payment of the costs of the Project during the next succeeding ninety (90) day period as such amounts may be adjusted from time to time by mutual agreement of the parties. The Authority will deposit such funds in the Project Account to pay eligible costs of the Project in accordance with the procedures specified in the Contract Documents for interim and final payments. Payments for professional services and other costs of the Project shall be on the basis of invoices approved by the Authority pursuant to its usual and customary payment procedures. In the event that such Request for Payment has not been paid to the Authority within thirty (30) days following the receipt of such Request for Payment, the Authority shall have the right to suspend its performance of this Agreement until payment is received.

9.4 Reallocation of Funds; Insufficient or Excess Funds. The Authority may re-allocate any line item in the Budget of the Project to any other cost or activity of the Project so long as the overall Budget for the Project is not exceeded. In the event that the amounts paid to the Authority by the City for the Project pursuant to the Budget shall be insufficient to complete Site Work and/or the construction of the Project, the Authority shall notify the Budget Director in

writing and the parties shall agree in writing on any future action that may be appropriate. In no event shall the Authority be obligated to expend any funds for the Project in excess of the amounts provided by the City. Any balance remaining in the Project Account 90 days after the date of Final Completion for the Project shall be disbursed as directed by the Budget Director.

9.5 Value Engineering; Alternate Project Approaches. If the Authority determines during project planning, design, or construction that Value Engineering or an Alternate Project Approach is necessary to meet the Budget or Schedule, the Authority shall submit such Value Engineering Recommendations or Alternate Project Approaches to DHED and CDOT for approval prior to implementation.

9.6 Records; Audit. The Authority shall maintain records and accounts of all financial transactions relating to the implementation of the Project. The City shall have the right to inspect the books and records of the Authority pertaining to the Project at all reasonable times.

SECTION X COMPLETION OF THE PROJECT

10.1 Standards for Site Work and Construction. The Authority shall require the Contractor to provide for the Project materials that are new and Work of good quality, free from faults or defects, and implement any Site Work that may be required consistent with the requirements for environmental remediation approved by the Authority in consultation with representatives of CDOT and the IEPA, and construct the Project in conformity with the Standard of Performance set forth in this Agreement and the requirements of the Contract and the Contract Documents. The Authority shall also require that the Contractor correct any deficient or defective work or materials in accordance with the procedures described in the Contract Documents or as prescribed by law. For a period of one (1) year commencing no earlier than the date of Final Acceptance, or such longer period as may be required to enforce any applicable special warranty in any of the various subcontracts to the Contract, by the manufacturer or by law ("Contractor's Warranty"), the Authority shall assist the City by causing the Contractor to correct, repair or replace any such deficient or defective work or materials and any damage caused by such work and materials. Any equipment or material that is repaired or replaced will have the warranty period extended for a minimum period of one year from the date of the last repair or replacement if standard in the industry and consistent with the applicable warranty. Repairs or replacements that the Contractor makes under this provision must also include a manufacturer's warranty, if standard with the manufacturer, in addition to the Contractor's Warranty. In the event that the City requires the Authority's assistance to enforce the provisions of the Contract or the manufacturer's warranty, the Authority will cooperate with the City to enforce such Contract and cause the Contractor to correct any such deficient or defective Work or materials and any damage caused by such Work or materials.

10.2 Completion Requirements. The Authority shall require the Contractor to comply with the requirements of the Contract Documents with respect to the close-out of the Site Work and construction of the Project including, but not limited to, the completion of Punch List Work, the furnishing of material and equipment guarantees, warranties, operating and maintenance data, manuals and record and "as-built" drawings, shop drawings, waivers of lien, certified payrolls and such other documents as may be required to comply with the terms of the Contract. Upon Final Completion, the Authority will cause five (5) copies of the Certificate of Final Completion issued by the Architect of Record and all other relevant documents to be delivered to CDOT. Any liquidated damages that may be assessed by the Authority against a Contractor for non-performance or delay will be credited to the Project Account or otherwise disbursed as agreed by the Budget Director.

10.3 Inspections. All Work and materials constituting the Project shall be inspected by the Authorized Authority Representative, the Architect of Record, the Authorized CDOT Representative and any other personnel as designated by the City. The Authority shall notify the Authorized CDOT Representative when the Project has been scheduled for inspections to certify Substantial Completion and Final Completion. The Authorized CDOT Representative shall have the right to attend any and all such inspections. The Authority will monitor completion of Punch List Work by the Contractor and update the Authorized CDOT Representative on a periodic basis.

10.4 Notice of Substantial Completion. Upon issuance of the Certificate of Substantial Completion by the Architect of Record, the Authority shall deliver to the Authorized CDOT Representative a copy of such certificate. Upon delivery to the Authorized CDOT Representative of such certificates along with the Notice substantially in the form attached hereto as Exhibit C1, CDOT shall use best efforts to review the Certificate within ten (10) business days from receipt of the Certificate and provide a written acceptance thereof. If, however, CDOT contests the Certificate of Substantial Completion, the Authority and CDOT agree to work together with all diligence to remedy any outstanding issues to the satisfaction of CDOT, at which point CDOT will accept the Project as Substantially Complete.

10.5 Maintenance. The Authority will assume maintenance of all elements associated with the completed Project, including pavers, landscaping, irrigation, street furniture, and fencing.

10.6 Certificate of Final Acceptance. Upon issuance of the Certificate of Final Completion by the Architect of Record, the Authority shall deliver to the Authorized CDOT Representative a Certificate of Acceptance, substantially in the form attached hereto as Exhibit C2 along with a copy of the Certificate of Final Completion issued by the Architect of Record. The Certificate of Final Acceptance shall certify that each of the following have been completed and appropriate documentation delivered to CDOT: permits and licenses; shop drawings; "as-built" contract drawings; operation and maintenance manuals; training of CDOT personnel; and subcontractor/manufacturers warranties. Upon delivery of such certificates by the Authorized Authority Representative to the Authorized CDOT Representative, CDOT shall use best efforts to review the Certificates within (10) business days from receipt of the Certificates and provide a written acceptance thereof. If, however, CDOT contests the Certificates of Final Completion and Final Acceptance, the Authority and CDOT agree to work together with all diligence to remedy any outstanding issues to the satisfaction of CDOT, at which point the Authority shall submit revised Certificates of Final Completion and Final Acceptance to CDOT and for review and final approval as described previously in this paragraph.

10.7 Final Payment to Contractor. Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contract Documents and issuance of a Certificate of Final Completion by the Architect of Record, the Authority shall process final payment to the Contractor in accordance with the procedures set forth in the Contract Documents.

SECTION XI NOTICES

11.1 Notices to Parties. Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by

registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City:

Commissioner
Department of Housing and Economic
Development
City of Chicago
121 North LaSalle Street
Room 1000, City Hall
Chicago, Illinois 60602

Budget Director
Office of Management and Budget
City of Chicago
121 North LaSalle Street
Room 604, City Hall
Chicago, Illinois 60602

And the CDOT
Representative:

Commissioner
Department of Transportation
City of Chicago
30 North LaSalle Street – Suite 1100
Chicago, Illinois 60602

with a copy to:

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

If to the Authority:

Chief Executive Officer
Metropolitan Pier and Exposition Authority
301 East Cermak Road
Chicago, Illinois 60616-2421

with a copy to:

General Counsel
Metropolitan Pier and Exposition Authority
301 East Cermak Road
Chicago, Illinois 60616-2421

Notices are deemed to have been received by the parties three (3) days after mailing (return receipt) or upon receipt if hand delivered.

11.2 Changes. The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION XII MISCELLANEOUS PROVISIONS

12.1 Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

12.2 Conflict of Interest. No member of any agency, board, commission or department of the City nor any official or employee of the City or the Authority shall have any financial or ownership interest, direct or indirect, in the Site or any Contract; nor shall any such member, official or employee participate in any decision which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City or the Authority shall be personally liable for the performance of the City or the Authority of the terms and conditions of this Agreement.

12.3 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

12.4 Disclaimer. No provision of this Agreement, nor any act of the City or the Authority shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Authority.

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

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

12.7 Successors and Assigns. The terms of this Agreement shall be binding upon the City and the Authority. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties except as otherwise provided in this Agreement.

12.8 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.9 Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Intergovernmental Agreement between the City of Chicago and the Metropolitan Pier and Exposition Authority regarding the Cermak Road Streetscape to be executed, all as of the date first written above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Housing and Economic Development

METROPOLITAN PIER AND EXPOSITION AUTHORITY OF CHICAGO

By: _____
Chief Executive Officer

EXHIBIT A
THE PROJECT
(Cermak Road Streetscape)

Construction

New concrete curb & gutter

New Sidewalk - Brick on concrete base with metal edging both sides

New Sidewalk - Brick as above - East Side of Sculpture

Demolish existing concrete sidewalk in front of ABC

Building

Install new concrete sidewalk in front of ABC building

Remove and Re-install bus shelter (by DeCaux) Includes foundation &

Electrical

New curb splash strip - Brick on concrete base with metal edging one side

New foundation for relocated metal sculpture

New foundation for relocated concrete bench

New metal sidewalk protection bollards

Relocate sculpture lighting using existing power supply

Relocate sculptures

Landscaping & Irrigation

New grass parkway - sod, soil prep, irrigation

New street trees

Reconfigure soil berm under steel structure

Relocate existing plant materials around sculpture

Add 8' high metal/pvc privacy fence at ABC parking lot

EXHIBIT B
BUDGET
(Cermak Road Streetscape)

(See Attachment)

MPEA

rev 5/10/2013

Cermak/MLK/ Calumet Intersection Streetscape Improvements

Construction	Width Unit	Length Unit	Area Unit	Unit Cost	Total
New concrete curb & gutter		170 LF	170 LF	\$8	\$1,360.00
New Sidewalk - Brick on concrete base with metal edging both sides	8'-6" FT	610 LF	5185 SF	\$7	\$36,295.00
New Sidewalk - Brick as above - East Side of Sculpture	6'-0" FT	115 LF	690 SF	\$12	\$8,280.00
Demolish exist. Concrete sidewalk in front of ABC Building	28' FT	195 LF	5460 SF	\$3	\$16,380.00
Install new concrete sidewalk in front of ABC building	9' FT	150 LF	1350 SF	\$6	\$8,100.00
Remove and Re-install bus shelter (by DeCaux) Includes foundation & Electrical					\$5,000.00
New curb splash strip - Brick on concrete base with metal edging one side	1'-4" FT	520 LF	693 SF	\$12	\$8,317.92
New foundation for relocated metal sculpture		1	1 allow	\$20,000	\$20,000.00
New foundation for relocated concrete bench		1	1 allow	\$2,500	\$2,500.00
New metal sidewalk protection bollards		14 EA.	14 EA.	\$2,200	\$30,800.00
	Material	14 EA.	14 EA.	\$500	\$7,000.00
	Installation	14 EA.	14 EA.	\$1,500	\$9,000.00
Relocate sculpture lighting using existing power supply		6 EA.	6 EA.	\$20,000	\$20,000.00
Relocate sculptures		1	1 allow		

29

Landscaping & Irrigation

New grass parkway - sod, soil prep, irrigation	8'-0"	500 LF	4000 SF	\$5	\$18,000.00
New street trees		9 EA.	9 EA.	\$2,600	\$23,400.00
Reconfigure soil berm under steel structure		1	1 Allow	\$5,000	\$5,000.00
Relocate existing plant materials around sculpture		1	1 Allow	\$5,000	\$5,000.00
Add 8' high metal/pvc privacy fence at ABC parking lot		180 LF	180 LF	\$75	\$13,500.00

Soft Costs	\$20,000.00
Landscape Design Fees	\$25,000.00
Civil Design Fees	\$20,000.00
Other Design / Approval Costs	\$10,000.00

Sub Total	\$312,932.92
Contingency @ 15%	\$46,939.94
Grand Total	\$359,872.86

EXHIBIT C-1
NOTICE OF SUBSTANTIAL COMPLETION

Date:

Name:

Commissioner
City of Chicago
Dept. of Transportation
30 North LaSalle Street, Suite 1100
Chicago, IL 60602

Re:

Dear Commissioner:

Enclosed please find a Certificate of Substantial Completion as issued by the Architect of Record, a copy of the Punch List, and a letter from the independent Commissioning agent certifying that all systems are operating as designed.

The Metropolitan Pier and Exposition Authority is in the process of completing the remaining punch list work. Copies of all warranties, operations/maintenance manuals and as-built drawings are currently being assembled and will be transmitted to you upon Final Completion of the Project. Training of Department of Transportation staff has been completed, all keys have been turned over, and draft copies of warranties and operation/maintenance manuals have been provided to the CDOT building engineer.

Please confirm your acceptance of the Project by signing in the space provided below and returning a copy of this letter to the attention of the Chief Executive Officer.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Metropolitan Pier and Exposition Authority of Chicago

MPEA Project Manager

Enclosure

ACCEPTED BY:

Commissioner, Department of Transportation

Date

EXHIBIT C-2
CERTIFICATE OF FINAL ACCEPTANCE

Date:

Name:

Title:

City of Chicago

Dept. of Transportation

30 North LaSalle Street, Suite 1100

Chicago, IL 60602

Project Name and Number: _____

Dear _____:

Enclosed please find a Certificate of Final Completion as issued by the Architect of Record, along with a final occupancy certifications for the above-referenced Project.

The Metropolitan Pier and Exposition Authority has verified that all punch list work has been completed. Copies of all warranties, operations/maintenance manuals and as-built drawings are transmitted to you concurrently with this certificate.

Please confirm your acceptance of the Project by signing in the space provided below and returning a copy of this letter to the attention of the Chief Executive Officer.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Metropolitan Pier and Exposition Authority of Chicago

MPEA Project Manager

Enclosure

ACCEPTED BY:

Commissioner, Department of Transportation

Date _____

EXHIBIT D COPYRIGHT PROVISIONS

The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its sub-consultants pursuant to this Agreement (the "Work") shall conclusively be deemed works made for hire within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 *et seq.*, and that the Authority, the City and CDOT (the City and CDOT collectively referred to in this Exhibit D as the "User Agency") and their successors and assigns, will be the copyright owner of all aspects, elements and components thereof in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Authority and the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals thereof, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Architect will execute all documents and, at the expense of the Authority, perform all acts that the Authority may reasonably request in order to assist the Authority and the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

The Architect warrants to the Authority and the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work; and (6) the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive. Further, the Architect agrees that it will not restrict or otherwise interfere with the Authority's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the Authority or by the User Agency, as applicable.

EXHIBIT E
INSURANCE REQUIREMENTS

City of Chicago
Contract Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Metropolitan Pier and Exposition Authority and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

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 Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Metropolitan Pier and Exposition Authority and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an

extended reporting period of two (2) years. The Metropolitan Pier and Exposition Authority and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, faulty workmanship or materials, mechanical-electrical breakdown, testing, and equipment stored off site or in transit. The Metropolitan Pier and Exposition Authority and the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Authority and/or City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Railroad Protective Liability

When any work is to be done, adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the named of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Metropolitan Pier and Exposition Authority, 301 East Cermak Road, Chicago, Illinois 60616-2421, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this

Contract. The Contractor must submit evidence of insurance to the Metropolitan Pier and Exposition Authority prior to Contract award. The receipt of any certificate does not constitute agreement by the Authority that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Authority to obtain certificates or other insurance evidence from Contractor is not a waiver by the Authority of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Authority retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Authority and/or City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Metropolitan Pier and Exposition Authority, its employees, elected officials, agents, or representatives and the City of Chicago.

The coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Authority and City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Metropolitan Pier and Exposition Authority maintains the rights to modify, delete, alter or change these requirements.



City of Chicago



A2013-59

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Jodi L. Block as member of Chicago Public Library Board
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I have appointed Jodi L. Block as a member of the Chicago Public Library Board for a term effective July 1, 2013 and expiring June 30, 2016, to succeed Susan S. Hassan, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-60

Office of the City Clerk Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Jason B. Boywid as member of Special Service Area No. 18, the North Halsted Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I have appointed Jason B. Boywid as a member of Special Service Area No. 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2015, to succeed Susan E. Tessler, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-61

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Farah Essa as member of Special Service Area No. 22, the Andersonville Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I have appointed Farah Essa as a member of Special Service Area No. 22, the Andersonville Commission, for a term effective immediately and expiring April 10, 2015, to succeed James D. Thybony, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-62

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Paul D. Fitzpatrick as member of Special Service Area No. 1, the State Street Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I have appointed Paul D. Fitzpatrick as a member of Special Service Area No. 1, the State Street Commission, for a term effective immediately and expiring October 1, 2015, to succeed Emily L. Barr, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

James H. S.



City of Chicago



A2013-64

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Cally E. Raduendzel as member of Special Service Area No. 19, the Howard Street Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I have appointed Cally E. Raduendzel as a member of Special Service Area No. 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2016, to succeed Cory A. Born, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-65

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Cindy L. Rudman as member of Special Service Area No. 18, the North Halsted Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I have appointed Cindy L. Rudman as a member of Special Service Area No. 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2015, to succeed Michael Mitsoglou, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-66

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Randy L. Shingledecker as member of Special Service Area No. 18, the North Halsted Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I have appointed Randy L. Shingledecker as a member of Special Service Area No. 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2014, to complete the unexpired term of Robert V. Ordinario, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-4176

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
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

June 5, 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 \$1,050,000 from the United States Federal Highway Administration ("USFHA") which shall be used for the construction phase of the Surface Transportation program; and

WHEREAS, the city through CDOT has been awarded additional state grant funds in the amount of \$263,000 by the Illinois Department of Transportation 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 \$6,009,000 by the USFHA 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 \$7,322,000 not previously appropriated, representing increased grant awards is hereby appropriated from Fund 925 - Grant Funds for the year 2013. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

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

EXHIBIT A
AMENDMENT TO THE 2013 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
ESTIMATE OF GRANT REVENUE FOR 2013			
	Awards from Agencies of the Federal Government	\$1,538,772,500	\$ 1,545,831,500
	Awards from Agencies of the State of Illinois	258,968,000	259,231,000

925 - Grant Funds

STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT
2013 Anticip'd Grant	2013 Anticip'd Grant	2013 Carryover	2013 Carryover	2013 Total	2013 Total
\$ 69,968,000	\$ 71,018,000			\$ 69,968,000	\$ 71,018,000
8,434,000	8,697,000			8,434,000	8,697,000
19,628,000	26,637,000			9,628,000	26,637,000

41 Chicago Department of Transportation:

Surface Transportation Program
Surface Transportation Program
Surface Transportation Program



City of Chicago



A2013-63

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/5/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Ailisa M. Herrera and Alan J. Goldberg as members of Special Service Area No. 24, the Clark Street Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

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

Ladies and Gentlemen:

I have reappointed Ailisa M. Herrera and Alan J. Goldberg as members of Special Area No. 24, the Clark Street Commission, for terms effective immediately and expiring April 1, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor