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

Legislation Referred to Committees at the Chicago City Council Meeting 4/30/2014
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Easement				
1	O2014-3355	Utility easement with ComEd, SBC Ameritech a.k.a. Illinois Bell Telephone and Comcast of Chicago, Inc. for installation of certain electrical and communication services at 63rd/Halsted	Emanuel (Mayor)	Housing
Agreement(s) - Intergovernmental				
2	O2014-3313	Intergovernmental agreement with Chicago Board of Education for maintaining and promoting safety and security for children, teachers and staff	Emanuel (Mayor)	Budget
3	O2014-3350	Intergovernmental agreement with Board of Trustees of University of Illinois for access to City-owned property at 1836 West Washburne Ave for non-public parking	Emanuel (Mayor)	Housing
4	O2014-4090	Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing (TIF) assistance for Kilbourn Park	Emanuel (Mayor)	Finance
5	O2014-4094	Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing (TIF) assistance for Albert G. Lane Technical High School and Richard Clark Park	Emanuel (Mayor)	Finance
6	O2014-4095	First amendment to Intergovernmental agreement with Chicago Transit Authority for Tax Increment Financing (TIF) for rehabilitation of Wilson Station	Emanuel (Mayor)	Finance
Agreement(s) - Lease				
7	O2014-3320	Lease agreement with Chicago Park District for use of City-owned vacant land at 1222 West Touhy Avenue for public park	Emanuel (Mayor)	Housing
Appointment(s)				
8	A2014-54	Appointment of Terri J. Cox as member of Special Service Area No. 10, Back of the Yards Commission	Emanuel (Mayor)	Finance
9	A2014-55	Reappointment of Jill M. Metz as member of Special Service Area No. 26, Broadway Commercial District Commission	Emanuel (Mayor)	Finance
10	A2014-56	Appointment of Colleen P. Daley as member of Special Service Area No. 27, West Lakeview Commission	Emanuel (Mayor)	Finance

Legislation Referred to Committees at the Chicago City Council Meeting
4/30/2014
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
11	A2014-57	Reappointment of Susan J. Eriksen and Peter M. Lederer as members of Special Service Area No. 27, West Lakeview Commission	Emanuel (Mayor)	Finance
12	A2014-58	Appointment of Caroline O. Shoenberger as member of Special Service Area No. 48, Old Town Commission	Emanuel (Mayor)	Finance
Fund 925 Amendment(s)				
13	O2014-3314	Annual Appropriation Ordinance Year 2014 amendment within Fund No. 925 for Department of Cultural Affairs and Special Events	Emanuel (Mayor)	Budget
Mobile Food Vendors				
14	O2014-3315	Amendment of mobile food vehicle stand locations	Emanuel (Mayor)	Pedestrian and Traffic Safety
Property - Acquisition				
15	O2014-3327	Acquisition of property at 2126-2130 South Wentworth Ave for improvement, maintenance and repair of public ways	Emanuel (Mayor)	Housing
Property - Transfer				
16	O2014-3342	Jurisdictional transfer of parcels from State to City for construction of new north-south collector street to improve safety and efficiency of local street traffic flow	Emanuel (Mayor)	Housing
Tax Increment Financing				
17	O2014-4086	Amendment No. 2 to Tax Increment Financing (TIF) for 47th/Halsted	Emanuel (Mayor)	Finance

City of Chicago

O2014-3355

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Utility Easement with ComEd, SBC Ameritech a.k.a. Illinois Bell Telephone and Comcast of Chicago, Inc. for installation of certain electrical and communication services at 63rd/Halsted
Committee(s) Assignment:	Committee on Housing and Real Estate

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an utility easement agreement with ComEd and SBC-Ameritech.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the City owns property located at the northwest corner of 63rd Street and Halsted Avenue (the "Premises") for which such property is being prepared for purposes of future development; and

WHEREAS, the City's Department of Planning and Development ("DPD") and the Department of Fleet and Facility Management ("DFFM") propose to have installed certain electrical and communication services (together, the "Facilities") at the Premises in an effort to better serve the future development of the Premises; and

WHEREAS, DPD and DFFM intend to grant access and a non-exclusive utility easement to each of Commonwealth Edison Company, an Illinois corporation; SBC Ameritech a.k.a. Illinois Bell Telephone Company, an Illinois corporation; and Comcast of Chicago, Inc., organized and existing under the laws of the State of Illinois, (collectively, the "Grantees") upon, over, and/or across the Premises for the installation of their respective Facilities; and

WHEREAS, DPD and DFFM after due investigation and consideration, have determined that it is in the best interest of the City to grant to the Grantees, and for the Grantees to accept, a non-exclusive easement in the Easement Area ("Easement Area"), depicted on **Exhibit A-1** and legally described on **Exhibit A-2**, both attached hereto and made a part hereof, for the Grantees' installation of their respective Facilities pursuant to a Grant of Easement, substantially in the form attached hereto as **Exhibit B** (the "Grant of Easement"), for the benefit of the City's future development of the Premises; now, therefore,

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

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

SECTION 2. The Commissioner of DPD and the Commissioner of DFFM (together, the "Commissioners"), or a designee of the Commissioners are each hereby authorized to execute, subject to the approval of the Corporation Counsel as to from and legality, a non-exclusive Grant of Easement substantially in the form attached hereto as **Exhibit B,** and any other such documentation as may be necessary to effectuate the transaction described herein.

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

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

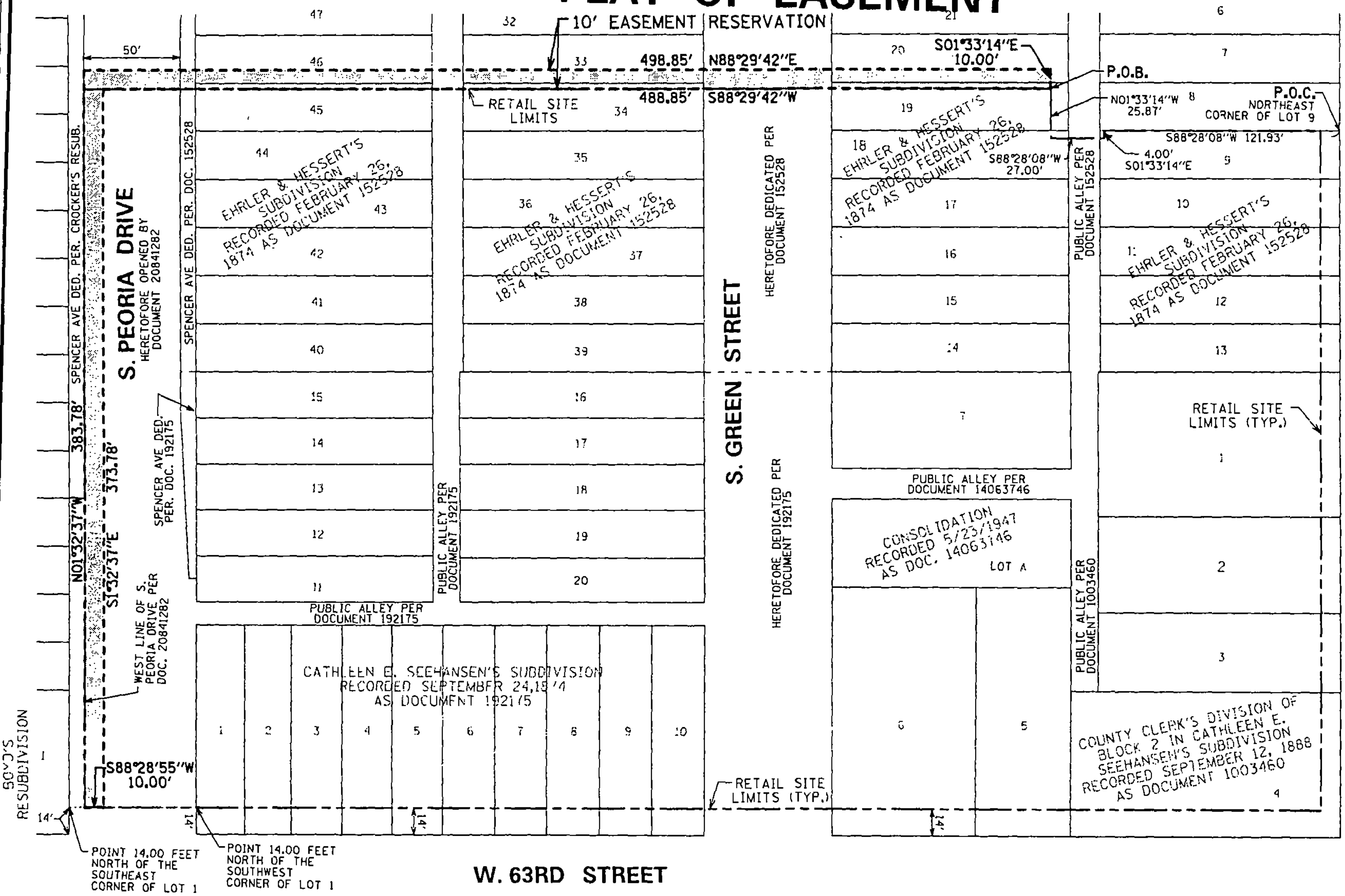
SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT "A-1"

PLAT OF EASEMENT
(Attached)

EXHIBIT A -1

PLAT OF EASEMENT



DATE: 04/21/2014

JOB NO: 7390

FILENAME: 7390EXB-20

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone (847) 696-4060 Fax: (847) 696-4065

SPACECO INC.

N

SCALE: 1" = 50'

REVISIONS:

EXHIBIT "A-2"

EASEMENT AREA

THAT PART OF LOTS 19, 22, 33, 34, 45, 46, THE 16-FOOT WIDE NORTH-SOUTH ALLEY LYING BETWEEN LOTS 33, 34, 45, AND 46, AND 66 FOOT WIDE GREEN STREET IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO PART OF SOUTH PEORIA DRIVE ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282, IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 9 IN SAID EHRLER & HESSERT'S SUBDIVISION; THENCE SOUTH 88 DEGREES 28 MINUTES 08 SECONDS WEST, ALONG THE NORTH LINE OF LOT 9, A DISTANCE OF 121.93 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 14 SECONDS EAST, 4.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 08 SECONDS WEST, 27.00 FEET; THENCE NORTH 01 DEGREES 33 MINUTES 14 SECONDS WEST, 25.87 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 29 MINUTES 42 SECONDS WEST, 488.85 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 37 SECONDS EAST, 373.78 FEET TO A POINT ON A LINE THROUGH A POINT 14.00 FEET NORTH OF (AS MEASURED ALONG THE WEST LINE THEREOF) THE SOUTHWEST CORNER OF LOT 1 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 24, 1874 AS DOCUMENT 192175 AND A POINT 14.00 FEET NORTH OF (AS MEASURED ALONG THE EAST LINE THERE OF) THE SOUTHEAST CORNER OF LOT 1 IN BOYD'S RESUBDIVISION RECORDED MAY 25, 1894 AS DOCUMENT 2048915; THENCE SOUTH 88 DEGREES 28 MINUTES 55 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 10.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH PEORIA DRIVE; THENCE NORTH 01 DEGREES 32 MINUTES 37 SECONDS WEST, 383.78 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 498.85 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 14 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

FORM OF GRANT OF EASEMENT

(Attached)

[This space for recorder use only]

GRANT OF EASEMENT

For good and valuable consideration, the receipt whereof is hereby acknowledged, **THE CITY OF CHICAGO,** an Illinois municipal corporation and home rule unit of government, (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, does hereby warrant, grant and convey unto: **COMCAST OF CHICAGO, INC.,** organized and existing under the laws of the State of Illinois; **COMMONWEALTH EDISON COMPANY**, an Illinois corporation; and **SBC AMERITECH ILLINOIS A.K.A ILLINOIS BELL TELEPHONE COMPANY,** an Illinois corporation, and unto their respective successors, assigns, lessees, licensees, and agents (collectively, the "Grantees"), a nonexclusive easement in perpetuity; upon, over, and/or across the below described property, with the right to construct, reconstruct, add, remove, operate and maintain, its telecommunication system, consisting of such poles, anchors, guys, wires, cables, buried cables, conduits, terminals, manholes, other related fixtures and appurtenance's that the Grantees may from time to time require for the purpose of telecommunications, including the right of ingress and egress from the public right of way for the purpose of this grant and the right to clear and keep cleared such trees, roots, bushes and other obstructions from the easement upon that certain real property ("Property") described as follows:

PLAT OF EASEMENT AND EASEMENT AREA
ATTACHED AS EXHIBITS "A-1"AND "A-2"

1. Grantor represents and warrants to the Grantees that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

2. Grantees each hereby agree to restore all Property disturbed by its activities in use of the easement to the condition exiting prior to the disturbance.

3. Grantees each shall have the right to remove or trim such trees in the Easement Area as are necessary to exercise the rights conveyed herein.

4. Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantees.

5. All the poles, cables, wire, conduits, manholes, transformers, pedestals, and other facilities located within the Easement Area depicted on **Exhibit A-1** and as described on **Exhibit A-2** are referred collectively herein as the "Equipment". It is expressly understood by the parties that each of the Grantees shall be solely responsible for the performance and maintenance of any of the Equipment that Grantees install within the Easement Area. Grantor shall have no liability or obligation for the laying, installing, constructing, maintaining, operating, inspecting, altering, replacing and removing any Equipment within the Easement Area except for any repair or replacement necessary as a result of damages caused by Grantor's negligence or willful misconduct.

6. Grantees each shall perform any and all construction in the Easement Area in accordance with the applicable laws governing such construction.

7. Grantor expressly reserves the right, at Grantor's sole cost and expense, to pave the surface of the Easement Area with porous asphaltic or other suitable hard surface paving material, and to use the same for the parking of motor vehicles and for driveways, roadways, and sidewalks and for other purposes, provided same shall not interfere with Grantees' respective full use and enjoyment of the easement rights hereby granted.

8. Grantees each agree to hold harmless and indemnify Grantor from and against any liens, encumbrances, damage, costs, claims, litigation and causes of action arising from the installation, repair, maintenance, removal, replacement, or other work done in connection with said Equipment, except to the extent the same arises out of or results from the negligence or willful misconduct of Grantor, its employees or contractors.

9. This is a non-exclusive easement. Grantor hereby reserves the right to grant easements to other utilities or services which may intersect or transect the easement granted hereunder.

10. All notices required to be given under this Grant of Easement shall be either hand delivered, by courier, or sent by the United States mail, Certified Mail Return Receipt Requested, postage prepaid, or sent by facsimile (with evidence thereof) to the addresses and facsimile numbers as follows:

To Grantor:

City of Chicago
121 N. LaSalle Street
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Div.
Fax: (312) 742-0277

With a copy to:

City of Chicago
121 N. LaSalle Street
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Div.
Fax: (312) 742-0277

If to COMMONWEALTH EDISON: ______________________________

____

____

If to COMCAST:

Comcast Cable Communication, Inc.
688 Industrial Drive
Elmhurst, Illinois 60126
Attn: Robert L. Schulter, Jr.
Regional Right of Way Manager
Fax: (630) 600-6390

If to SBC AMERITECH:

____
____
____

Notice shall be deemed given on the date of receipt.

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

12. This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

GRANTOR:

City of Chicago
121 N. LaSalle Street
Chicago, Illinois 60602

GRANTEES:

Commonwealth Edison Company

____
____
____

Comcast Cable Communication

____
____
____

SBC AMERITECH

____
____
____

IN WITNESS WHEREOF, this Grant of Easement has been executed by_____________________________ as _____________________________ on behalf of the City of Chicago this ____ day of ________________, 2014.

CITY OF CHICAGO

By: ____________________________________

Its: ____________________________________

COMMONWEALTH EDISON COMPANY

By: ____________________________

Its: ____________________________

COMCAST OF CHICAGO

By: ____________________________

Its: ____________________________

SBC AMERITECH

By: ____________________________

Its: ____________________________

Approved as to Form and Legality:

____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that ________________________________ of said corporation, personally known to me to be the same persons whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they or their duly authorized designee signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _________, day of _____________________, 2014.

My Commission Expires:
(SEAL)

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that ________________________________ of said corporation, personally known to me to be the same persons whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they or their duly authorized designee signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _________, day of _____________________, 2014.

My Commission Expires:
(SEAL)

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that ______________________________ of ____________ of the City of Chicago, personally known to me to be the same person whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that his duly authorized designee signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the City of Chicago for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _________, day of ____________________, 2014.

My Commission Expires:
(SEAL)

____
Notary Public

This document was drafted by:
Karen Bielarz
Senior Counsel
City of Chicago
Department of Law
121 N. LaSalle Street
Room 600
Chicago, Illinois 60602

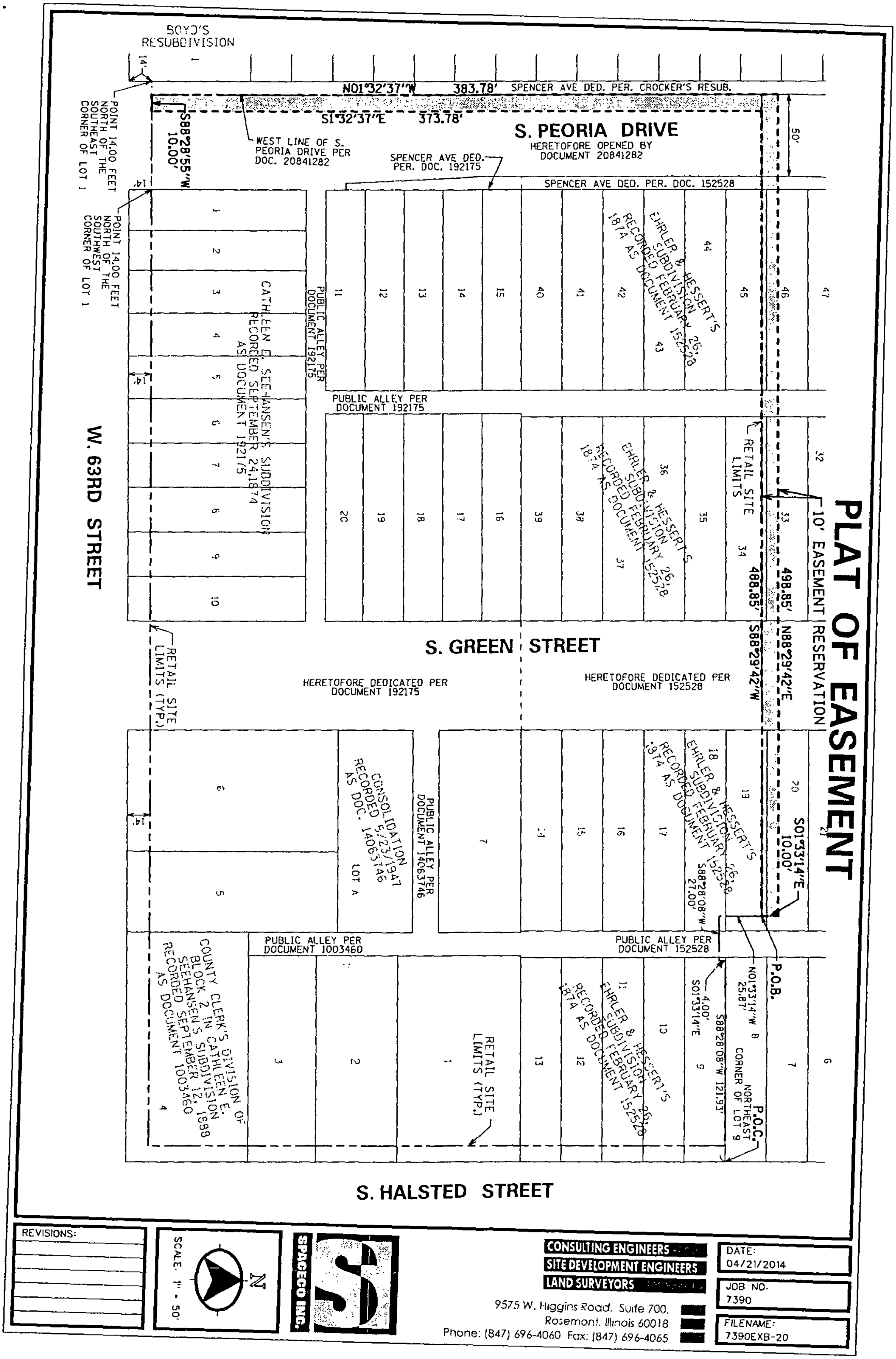
Return this document to:

____

EXHIBIT "A-1"

PLAT OF EASEMENT
(Attached)

EXHIBIT A -1



PLAT OF EASEMENT
10' EASEMENT RESERVATION
BOYD'S RESUBDIVISION
N01°32'37"W 383.78' SPENCER AVE DED. PER. CROCKER'S RESUB.
S1°32'37"E 373.78'
S88°28'55"W 10.00'
WEST LINE OF S. PEORIA DRIVE PER DOC. 20841282
S. PEORIA DRIVE
HERETOFORE OPENED BY DOCUMENT 20841282
SPENCER AVE DED. PER. DOC. 192175
SPENCER AVE DED. PER. DOC. 152528
POINT 14.00 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1
POINT 14.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 1
CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 24,1874 AS DOCUMENT 192175
PUBLIC ALLEY PER DOCUMENT 192175
EHRLER & HESSERT'S SUBDIVISION RECORDED FEBRUARY 26, 1874 AS DOCUMENT 152528
RETAIL SITE LIMITS
498.85' N88°29'42"E
488.85' S88°29'42"W
W. 63RD STREET
S. GREEN STREET
HERETOFORE DEDICATED PER DOCUMENT 192175
HERETOFORE DEDICATED PER DOCUMENT 152528
RETAIL SITE LIMITS (TYP.)
CONSOLIDATION RECORDED 5/23/1947 AS DOC. 14063746
LOT A
PUBLIC ALLEY PER DOCUMENT 14063746
S01°33'14"E 10.00'
S88°28'08"W 27.00'
P.O.B.
PUBLIC ALLEY PER DOCUMENT 1003460
PUBLIC ALLEY PER DOCUMENT 152528
N01°33'14"W 25.87'
4.00' S01°33'14"E
S88°28'08"W 121.93'
P.O.C. NORTHEAST CORNER OF LOT 9
COUNTY CLERK'S DIVISION OF BLOCK 2 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 12, 1888 AS DOCUMENT 1003460
RETAIL SITE LIMITS (TYP.)
S. HALSTED STREET
REVISIONS:
SCALE: 1" - 50'
N
SPACECO INC.
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
DATE: 04/21/2014
JOB NO. 7390
FILENAME: 7390EXB-20

EXHIBIT "A-2"

EASEMENT AREA

THAT PART OF LOTS 19, 22, 33, 34, 45, 46, THE 16-FOOT WIDE NORTH-SOUTH ALLEY LYING BETWEEN LOTS 33, 34, 45, AND 46, AND 66 FOOT WIDE GREEN STREET IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO PART OF SOUTH PEORIA DRIVE ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282, IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 9 IN SAID EHRLER & HESSERT'S SUBDIVISION; THENCE SOUTH 88 DEGREES 28 MINUTES 08 SECONDS WEST, ALONG THE NORTH LINE OF LOT 9, A DISTANCE OF 121.93 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 14 SECONDS EAST, 4.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 08 SECONDS WEST, 27.00 FEET; THENCE NORTH 01 DEGREES 33 MINUTES 14 SECONDS WEST, 25.87 FEET TO THE POINT OF BEGINNING;

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City of Chicago

O2014-3313

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education for maintaining and promoting safety and security for children, teachers and staff
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Board of Education.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, it is in the best interest the City acting through its Department of Police (the "Department") to provide police officers at the Board's schools for the purpose of maintaining and promoting the safety and security of the children, teachers and other staff of the Board; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Superintendent of the Department or his designee (the "Superintendent") is authorized to execute an intergovernmental agreement (and such other documents as are necessary) between the City and the Board in substantially the form attached as Exhibit A (the "Agreement"), with such changes as the Superintendent deems necessary or appropriate. Funds received pursuant to the Agreement shall be subject to appropriation.

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

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

EXHIBIT A
(see attached)

This Agreement will be posted on the CPS Internet website.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO AND THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO

This Intergovernmental Agreement (the "Agreement") is effective as of the 1st day of January, 2014 (the "Effective Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government under Article 7, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Police (the "Department" or the "CPD") and the Board of Education of the City of Chicago (the "Board" or "CPS") acting pursuant to Board Report No. 13-0123-PR12 and in exercise of powers granted to it by Illinois law, specifically 105 ILCS 5/34-1 et seq., as amended; pursuant to the 1970 Constitution of the State of Illinois, Art VII, Sec. 10, for the purpose of maintaining and promoting the safety and security of the children, teachers and other staff of the Chicago Public Schools ("CPS Schools"), which is of great importance to the City and the Board, as well as resulting in protection against liability.

1. Term and Extension. The term of this Agreement shall begin on the Effective Date and end on December 31, 2015 ("Term"). This Agreement has two (2) options to renew for periods of twelve (12) months each.

2. Services. CPD will provide police officers for each of the designated schools to ensure safety and deter crime (individually a "Designated Schools" or if referring to more than one "Designated Schools"). The Designated Schools are identified on Exhibit 1 attached hereto and made a part of this Agreement. Some CPS schools are campuses each containing one (1) or more schools. Exhibit 1 is subject to change as defined in Section 2(B) and Section 6 and shall be updated in accordance with Section 2(C). The Services are subject to the following:

A. Subject to Section 2(B), CPD will provide sworn full-duty police officers ("CPD Officers") at Designated Schools for full tours of duty. These services are subject to the availability of funds. Staffing should be done in a manner to avoid overtime costs to CPS.

B. The number of CPD Officers may vary from time to time for reasons including, but not limited to, availability of a sufficient number of CPD Officers and equipment and for reasons of public safety and convenience.

C. The Designated Schools for the CPD Officers as well as the number of CPO Officers shall be determined by the Superintendent of Police or his designee, in consultation with the Board's Chief Executive Officer, including any decisions regarding redeployment of CPD Officers. The Superintendent will have discretionary authority to shift resources and activity to meet the needs of the City as a whole, however, if the Superintendent exercises such authority and it results in a reduction of services to the Board, all invoices shall reflect actual services rendered. A comprehensive list shall be provided and updated at least two (2) times per year for the Term including once in September of each year and once in January of each year and provided to the Chief Officer of Safety and

Security or his or her designee which includes the names of the police officers and their designated locations. Notwithstanding the foregoing, if the Board exercises its authority under Section 6 of this Agreement, CPD shall provide, in addition to the updates required above, an updated list to the Board's Chief Officer of Safety and Security or his/her designee within thirty (30) days of a Designated School or CPD Officer reduction/increase taking place.

D. All CPD Officers assigned under this Agreement shall have completed standard police officer training. The CPD Officers assigned under this Agreement shall have full authorization to enter into or on school facilities and property, subject to the agreement of the Board with full rights to enforce law and order and to protect all CPS Schools students, employees, guests and property. Nothing herein limits the authority of any CPD Officer to perform his/her duties, as provided by ordinance and statute.

E. CPD Officers assigned under this Agreement shall be subject to any and all applicable state statutes and municipal ordinances, the CPD rules and regulations, CPD general and special orders, directives, policies and procedures or any amendment thereto or modification thereof promulgated by the Superintendent of Police.

F. The CPD has installed computer terminals connected to the CPD network for the purpose of processing juvenile offenders apprehended in certain Chicago Public Schools where on-duty CPD police officers are assigned.

G. The Board has provided, at each school where CPD Officers are assigned, secure office space for the on-duty CPD Officer(s) to secure the CPD computer and protect the privacy rights of juvenile offenders, victims and witnesses.

H. The CPD Officers assigned under this Agreement can participate in meetings with school administration upon notification and approval of the Officer's District Commander.

I. CPD Officers assigned under this Agreement will follow the Reciprocal Records Agreement between Chicago Public Schools and the Chicago Police Department regarding any arrests made pursuant to this Agreement.

J. CPD Officers must have a working knowledge of the CPS Student Code of Conduct Manual.

3. Operations.

A. The Superintendent of Police or his/her designee, in consultation with the Board, shall establish goals and objectives for the assigned CPD Officers. These goals and objectives will take into consideration the needs of each of the Designated Schools.

B. CPD Officers assigned under this Agreement shall continue to be subject to the direction of the Superintendent of Police or his/her designee and must observe all standards of conduct required by the CPD. Furthermore, all assigned CPD Officers shall be supervised by a designee determined by the District Commander of the respective police district.

C. The Board shall monitor the performance of the CPD Officers through its designated representatives.

D. CPD shall maintain daily reports on all crimes and arrests committed at CPS Schools and CPD shall provide a monthly report detailing such incidents to the Board's Chief Officer of Safety and Security in accordance with Illinois statutes.

4. Emergencies. Nothing contained herein shall preclude the emergency deployment of CPD Officers assigned under this Agreement, in any manner, at the discretion of the Superintendent of Police.

5. Reimbursement, Payment and Documentation.

A. Compensation. The total maximum compensation payable to CPD during the Term of this Agreement for Services performed shall not to exceed Thirteen Million Dollars ($13,000,000) a year for a total of Twenty-Six Million Dollars ($26,000,000) ("Total Maximum Compensation"). Invoices submitted to the Board shall provide detail of the services provided to the Board pursuant to this Agreement including information by School of CPD Officer(s) name, date of service, hours being billed for the date of service, hourly rate of pay and regular hours and overtime hours. The Schools will not be billed for any time other than actual hours worked. Invoices shall be submitted by CPD to CPS twice per year, for the period from January 1 — June 30 and the period from July 1 — December 31. CPS will tender payment within thirty (30) days after receipt of invoice and may withhold payment on any part of an invoice in dispute, provided that they furnish to the CPD in lieu of payment a detailed written explanation of the reason for disputing any invoiced amount.

B. CPS shall have the right to audit the records of CPD to verify the time billed and other records for which CPS receives a charge and CPD shall cooperate with such request and make records available for inspection at a location mutually agreed to by the parties. Such audits may be conducted up to two (2) times per year. In the event that CPS identifies any overcharges, CPD will reimburse CPS for such amounts *within thirty* (30) days of receipt of such request for repayment.

6. Board Authority to Change Number of CPD Officers and Designated Schools.

The Board shall have the right, upon thirty (30) days written notice as provided in Section 17, unilaterally to reduce services which may include the number of CPS Schools receiving services from CPD; the number of CPD Officers at a specific CPS School.

The Board may upon written notice as provided in Section 17 request an increase in services which may include the number of CPS Schools receiving services from CPD and/or the number of officers at a specific CPS School. All increases in services are subject to the discretionary authority of the Superintendent to shift police resources to meet the needs of the City as a whole

All invoice amounts shall reflect said change in services.

7. Termination of Funding. Except as to services already rendered prior to the date of notification to the City, obligations of payment hereunder shall cease immediately, without penalty, upon written notice by the Board to the City, at any time if there are not sufficient appropriated funds lawfully available to the Board to meet such obligations.

8. Confidential Information. In the performance of its obligations under the Agreement, the Department may have access to certain student information and other Board Information that is not generally known to others ("Board Confidential Information"). The Department agrees not to use or disclose to any third party, except in the performance of its obligations hereunder, any Board Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Board. The Department shall not disseminate any information regarding this Agreement, except as required by law, without the prior written consent of the Board. The Department agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by the Department under this Agreement.

9. Freedom of Information Act: CPD acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Agreement shall be posted on the Board's Internet website at http://www.cps.edu.

10. Default and Remedies.

A. If the Department defaults by failing to perform any material obligations under this Agreement and does not cure such material default, then the Board may terminate this Agreement and/or take any other action at law the Board deems appropriate. For the purposes of this Agreement, a "material default" by the Department will be any default that would reasonably be construed as material by the Board and that the Board identifies as being grounds for terminating the Agreement. It is understood and agreed that the Board will give the Department prompt written notice of any obligations that the Board deems to be material, *pursuant* to the terms of this Agreement.

B. In the event of any material default by the Department, the Board will give the Department thirty (30) days advance written notice of its intent to terminate stating the nature of the material default. If the Department does not cure the default within the 30-day notice period, the termination will become effective at the end of the period. Notwithstanding the foregoing, with respect to those defaults that are not capable of being cured within the 30-day period, the Department will not be deemed to be in default if, in the opinion of the Board, using a reasonable standard, the Department has begun to cure the default within the 30-day period and, in the reasonable opinion of the Board, thereafter diligently and continuously prosecutes the cure of the default until cured.

C. In addition to the above, in the event of any uncured material default, the Board may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

11. Labor Guidelines. The Board shall not be considered a party to the collective bargaining agreement between the City of Chicago and the Fraternal Order of Police. The City remains the sole employer of any CPD Officer assigned under this Agreement and has exclusive authority to direct the duties of such officers.

12. No Waivers. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Board and/or the City as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City and the Board shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other, including, but not limited to any claims resulting from the providing of CPD Officers to the Board pursuant to this Agreement.

13. No Partnership or Joint Venture Created. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Board or the City as representatives of each other for any purpose.

14. General Provisions. Any headings of this Agreement are for convenience or reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement

15. Severability. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

16. Termination. It is the intent of the parties to this Agreement that its commitments made hereunder are conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party upon the giving of sixty (60) days prior written notice. Upon termination of this Agreement, the City shall have no obligation to continue to provide officers for CPS schools other than the usual and customary obligations charged to sworn police officers of the City.

17. Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) overnight courier or (c) first class mail.

IF TO THE DEPARTMENT:	Chicago Police Department 3510 South Michigan Ave., 5th Floor Chicago, Illinois 60653 Attention: Superintendent of Police Fax: 312-745-6963
WITH COPIES TO:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division Fax: 312-744-8538
	and
	Chicago Police Department 3510 South Michigan Avenue, 5th Floor Chicago, IL 60653 Attention: General Counsel Fax: 312-745-6115
	and
	City of Chicago Office of Budget and Management 121 North LaSalle Street, Room 604 Chicago, Illinois 60602 Attention: Budget Director Fax: 312-744-3618
	and
	City of Chicago Office of the Chief Financial Officer 121 North LaSalle Street, Room 700 Chicago, Illinois 60602 Attention: Chief Financial Officer Fax: 312-744-0014

and

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: City Comptroller
Fax: 312-744-0014

IF TO THE BOARD:

Office of Safety & Security
The Board of Education of City of Chicago
125 South Clark Street, 16th Floor
Chicago, Illinois 60603
Attention: Jadine Chou
Fax: 773-553-3090

WITH COPY TO:

The Board of Education of City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: General Counsel
Fax: 773-553-1702

These addresses may be changed by notice to the other party given in the same manner provided above. Any notice, demand or request given by personal service or overnight courier is considered received when delivered, and if given by first class mail is considered received two business days following deposit in the mail with sufficient first class postage affixed. Refusal of delivery has the same effect as receipt.

18. Parties Responsibilities. Neither party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each party shall bear the cost of its own defense. Each party agrees that no Board or City Council member, trustee, employee, agent, officer or official of either party shall be personally charged by the other with any liability or expense or be held personally liable to the other under this Agreement.

19. Conflict of Interest. This Agreement is not legally binding on the Board if entered into in *violation* of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

20. Ethics. No officer, agent or employee of the Board is or shall be employed by the City or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-P02), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

21. Shakman Accord Provisions.

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

(ii) The Chicago Board of Education is aware that City policy prohibits City employees from directing any individual to apply for a position with the CPS, either as an employee or as a subcontractor, and from directing the CPS to hire an individual as an employee or as a subcontractor. Accordingly, the CPS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the CPS under this Agreement are employees or subcontractors of the CPS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the CPS.

(iii) The CPS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to the CPS by a City employee or City official in violation of this Section 21(ii), or advocating a violation of Section 21(iii), the CPS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement.

22. Inspector General. Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

23. Non-Liability of Officials. The Board and its subcontractors, consultants, successors and assignees will not charge any official, employee or agent of the Department personally with any liability or expenses of defense or seek to hold him or her personally liable under any term

or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or because of any of it. The Department and its subcontractors, consultants, successors and assignees will not charge any official, employee or agent of the Board personally with any liability or expenses of defense or seek to hold him or her personally liable under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or because of any of it.

24. Entire Agreement and Amendment: This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

25. Ordinance. Execution of this Agreement by the City of Chicago is authorized by virtue of an ordinance passed by the City Council of the City of Chicago on ______________ , 2014.

This Agreement will be posted on the CPS Internet website.

IN WITNESS WHEREOF, the City of Chicago and the Board of Education of the City of Chicago have caused this Agreement to be duly executed and delivered as of the Effective Date.

CITY OF CHICAGO, ILLINOIS

By: ______________________________
Superintendent
Department of Police

Date: ______________

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: ______________________________
President

Date: ______________

Attest: By: ______________________________
Secretary

Board Report No.: 13-0123-PR112

Approved as to legal form:

____
General Counsel

This Agreement will be posted on the CPS Internet website.

Exhibit 1
(not attached for purposes of ordinance)

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-3350

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Board of Trustees of University of Illinois for access to City-owned property at 1836 West Washburne Ave for non-public parking
Committee(s) Assignment:	Committee on Housing and Real Estate

1156

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the University of Illinois regarding property use.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1: The Commissioner of the Department of Fleet and Facility Management is authorized to execute on behalf of the City of Chicago an Intergovernmental Agreement with the Board of Trustees of the University of Illinois governing the Board of Trustees of the University of Illinois access to City-owned property located at 1836 West Washburne Avenue for use as non-public parking; such Intergovernmental Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

AGREEMENT NO. 20309

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this _______ day of ________________, 2014, by and between, **THE CITY OF CHICAGO,** an Illinois municipal corporation and home rule unit of government (herein referred to as the "the City") and **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,** a body politic and corporate of the State of Illinois (hereinafter referred to as the "the University").

RECITALS

WHEREAS, the City owns the real property located at 1836 West Washburne Avenue, Chicago, Illinois; and

WHEREAS, the University owns a public health clinic, known as the Mile Square Health Center, located at 1220 South Wood Street, which shall be serviced by an adjacent parking lot (the "the University Lot"); and

WHEREAS, the 1836 West Washburne Avenue property is bounded on the north, east, and west by the University Lot, and has no present municipal use; and

WHEREAS, the University has requested access to the 1836 West Washburne Avenue property so that it may be combined to form the University Lot for use by the University's staff, clients, contractors, or visitors to the University's public health clinic located at 1220 South Wood Street; and

WHEREAS, the City's Department of Planning and Development is negotiating a transfer of the 1836 West Washburne Avenue property for use as part of the University Lot with the University; and

WHEREAS, the University has requested access to approximately 3,192 square feet of vacant land located at 1836 West Washburne Avenue as described in **Exhibit A**, attached hereto and made a part hereof, to be used by the University as part of the University Lot as non-public vehicle parking for exclusive use by the University's 1220 South Wood Street staff, clients, contractors, and visitors.

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

SECTION 1. GRANT

1.1 Grant. The City hereby provides the University with access to the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 3,192 square feet of vacant land located at 1836 West Washburne Avenue, Chicago Illinois (PIN 17-19-201-031 – the "Premises").

SECTION 2. TERM

2.1 Term. The term of this Agreement ("Term") shall commence on the date of execution ("Commencement Date"), and shall and shall end on December 31, 2015, unless sooner terminated as set forth in this Agreement.

SECTION 3. RENT, UTILITIES, AND TAXES

3.1 Rent. During the Term the University shall pay rent for access to the Premises in the amount of:

One Dollar ($1.00) for the entire Term, with the receipt and sufficiency of said sum hereby acknowledged by both parties.

3.2 Utilities. The University shall pay when due all charges for gas, electricity, water, power, and all other utility services used in or supplied to the Premises.

3.3 Taxes. The University acknowledges and represents that the Premises and University's permitted use hereunder are exempt from leasehold, real estate, and other property taxes. Notwithstanding the foregoing, the University agrees that shall pay when due any leasehold, real estate, and other property taxes lawfully assessed or levied on the Premises where attributable to the University's use of the Premises. Nothing herein shall preclude the University from contesting any charge or tax levied against the Premises. The failure of the University to pay such taxes during the pendency of the contest shall not constitute a default under this Agreement. The University's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement.

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

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

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

4.2 University's Duty to Maintain Premises. The University shall, at the University's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 14 ("Electrical Equipment and Installation"), and Title 10 and Title 17 ("Landscape Ordinance") which may be applicable to University's permitted use of the Premises.

4.3 Use of the Premises. The University shall not use the Premises in a manner that would violate any law. The University further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to the non-public parking of automobiles by the University's staff, clients, contractors, or visitors to the University's health clinic located at 1220 South Wood Street (the "Use"). The University shall not be permitted to charge any fee for this Use of the Premises, but for the avoidance of any doubt, University may charge a parking fee for use of the surrounding University Lot; nor shall the University allow general public parking on the Premises by any other users. The Use must be consistent with the University's not-for-profit purposes, which include, among other things, lessening the burdens of government by providing subsidized and low cost public health care services through operation of the Mile Square Health Center. The Use does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. The University shall not use said Premises for political or religious activities. The University agrees that in utilizing the Premises the University shall not discriminate against any member of the public because of race, creed, color, sexual orientation, political perspective, immigration status, or national origin. The University shall not operate the Premises so as to cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered Parking System Agreement dated December 4, 2008 by and between the City of Chicago and Chicago Parking Meters, LLC.

4.4 Alterations, Additions, and Improvements. The University may not make any alterations, additions and improvements on the Premises without the prior written consent of the City's Commissioner of the Department of Planning and Development. Any additions and improvements shall be without cost to the City and shall become property of the City at termination without offset or other credit to the University. Any alterations, additions and improvements shall be in full compliance with the applicable law, permit requirements, and building codes.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. The University shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof without the prior written consent of the City's Department of Planning and Development.

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

5.3 Covenant against Liens. The University shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to the University or claimed to have been furnished to the University. In case of any such lien attaching, the University shall immediately pay and remove such lien or furnish security or indemnify the City in a manner satisfactory to the City in its sole discretion to protect the City against any defense or expense arising from such lien. Except during any period in which the University appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, the University shall immediately pay any judgment rendered against the University, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If the University fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The University shall procure and maintain at all times, at the University's own expense, during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement. The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, covering all the University's employees and Employer's Liability coverage with limits of not less than $100,000 each accident or illness.

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

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

The University shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the University.

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

The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

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

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

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

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

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

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to reasonably modify, delete, alter or change these requirements. The City shall provide the University with thirty (30) day prior written notice of such modification, deletion, alteration, or change of these requirements.

6.3 Liability. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligence or wrongful act either of omission or commission chargeable to the other unless such liability is imposed by law and that this Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to third parties.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

7.2 Duty to Comply with Governmental Ethics Ordinance. The City and the University shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any the City of Chicago contract, as an inducement for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City. Nothing contained herein shall be deemed a waiver of University's sovereign immunity.

SECTION 8. CERTIFICATIONS

8.1 Compliance with Law; No Required Referrals. Each party expressly acknowledges that the compensation to be paid pursuant to this Agreement, if any, has been, and any changes therein will be, the result of arms' length negotiations between the parties, has not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the parties (or any individuals or entities related to the parties). Neither party to this Agreement, nor any of their respective affiliates, employees, or agents shall be required to make any referrals to the other. The parties shall and intend to comply with all applicable laws.

8.2 Certification. Under penalties of perjury, the City, by signing this Agreement, certifies that its Federal Taxpayer Identification Number is 36-6005820 and that it is a Municipal Corporation of the State of Illinois.

8.3 Availability of Funds. This Agreement is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly, the Board of Trustees of the University of Illinois, or Federal funding source fails to make an adequate appropriation to make payments under the terms of this Agreement.

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by the University shall be construed to be a tenancy from month to month only beginning on January 1, 2016 and the rent shall be the same as listed in Section 3.1 of this Agreement. During such holding over all other provisions of this Agreement shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

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

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

With a copy to:

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

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

University of Illinois
Chief Executive Director
Mile Square Health Center
1220 South Wood Street
Chicago, Illinois 60608

With a copy to:

University of Illinois
Real Estate Planning and Services
Office of Business and Financial Services
809 South Marshfield Avenue (MC078)
Chicago, Illinois 60612

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

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

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

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

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

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

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

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

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

10.10 Termination of Agreement. The City and/or the University shall have the right to terminate this Agreement without penalty by providing ninety (90) days prior written notice at any time after the Commencement Date. In addition, this Agreement shall automatically terminate on the day of closing in the event that the City conveys the Premises to the University pursuant to an intergovernmental agreement or other instrument of conveyance.

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

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

SECTION 11. THE UNIVERSITY'S ADDITIONAL RESPONSIBILITIES

11.1 Satisfaction with Condition. The University agrees that the University has inspected the Premises and all related areas and grounds and that the University is satisfied with the physical condition thereof and that the University accepts the Premises in "as-is" condition.

11.2 Maintenance. The University shall provide at the University's expense, any and all service for maintenance of the Premises during the Term. The University acknowledges that the City shall not have any maintenance obligations with respect to the Premises.

11.3 Custodial Service. The University shall provide and pay for custodial services which shall be construed as keeping the Premises clean and free of debris. The University shall keep the Premises clean, presentable, free of litter, and in good general repair.

11.4 Snow Removal. The University shall provide and pay for prompt removal of snow and ice from Premises and sidewalks which immediately abut the Premises. The University acknowledges that the City shall not have any snow or ice removal responsibilities.

11.5 Repairs for the University Negligence, Vandalism, or Misuse. The University shall assume all responsibility for any repairs to any portion of the Premises necessitated by the University's negligence, vandalism, misuse, or other acts on the Premises.

11.6 No Alcoholic Beverages or Drugs. The University agrees that no alcoholic beverages or illegal drugs shall be sold, given away, or consumed on the Premises.

11.7 Illegal Activity. The University, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs neighbors, is illegal, or increases the rate of insurance on the Premises.

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

11.9 Permits. For any activity which the University desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by the University prior to using the Premises for such activity. The City must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a material breach of the terms of this Agreement. The University understands that this Agreement shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

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

11.11 Condition at Termination. Upon the termination of this Agreement, the University shall surrender the Premises to the City in the same or better condition to the condition of the Premises at the beginning of the University's occupancy of the Premises. The University shall remove all equipment and/or materials placed on the Premises by the University or anyone acting by or under the University. Said removal shall be without cost to the City.

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

11.13 Security. The University shall be responsible for securing the vehicles placed on the Premises. The City shall not have any security responsibilities or responsibility or liability for any stolen vehicles, vandalized vehicles, vehicles damaged by wind, hail or other natural elements, stolen personal property, or any accidents on the Premises arising from any use of the Premises.

11.14 Scavenger Services. The University shall provide its own scavenger service if necessary in the University's opinion. The City shall not have any scavenger service obligations relative to the University's use of the Premises.

11.15 No Profit. The University shall not charge a fee for access to the Premises. The University shall not receive any other payment for such access to the Premises, but for the avoidance of any doubt, University may charge a parking fee for use of the surrounding

University Lot. The City shall not derive any revenue from the University's access to the Premises.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

AGREEMENT NO. 20309

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

THE CITY:

By: **THE CITY OF CHICAGO,**
an Illinois Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: ______________________________
Commissioner

DEPARTMENT OF PLANNING AND DEVELOPMENT

By: ______________________________
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: ______________________________
Deputy Corporation Counsel
Real Estate Division

THE UNIVERSITY:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,
a body corporate and politic of the State of Illinois

By: ______________________________
Comptroller

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

LOT 35 IN T.F. BALDWIN'S SUBDIVISION OF BLOCK 3 OF THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PIN: 17-19-201-031

Common Address: 1836 West Washburne Avenue

1836 West Washburne Avenue
Board of Trustees of the University of Illinois
Agreement No. 20309

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

City of Chicago

O2014-4090

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing (TIF) assistance for Kilbourn Park
Committee(s) Assignment:	Committee on Finance

Fin

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Board of Education regarding TIF assistance for Kilbourn Park.

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 controls and operates Kilbourn Park (Park #84) (the "Park"), located at 3501 North Kilbourn Avenue, Chicago, and legally described in Exhibit A (the "Property"), and has proposed, among other things, the renovation of the Park's greenhouse (the "Project"); and

WHEREAS, the Property lies wholly within the boundaries of the 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 three ordinances adopted on September 9, 1998, the City Council of the City ("City Council"): (i) approved and adopted a tax increment redevelopment plan and project (the "Plan") for a portion of the City known as the "Portage Park Redevelopment Project Area" (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area;" and (iii) adopted tax increment allocation financing for the 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 Redevelopment Area shall be known as the "City Increment"); and

WHEREAS, the City's Department of Planning and Development ("DPD") desires to make available to the Park District a portion of the City Increment in an amount not to exceed $350,000 for the purpose of funding the construction of the Project (the "TIF-Funded Improvements") in the 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 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 as to form and legality, and to the approval of the Chief Financial Officer of the City, the Commissioner of DPD is authorized to execute and deliver the Agreement and such other documents as are necessary between the City and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

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

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

U: Walker\DPD authorize IGA w Park re Kilbourn Park ARW.

EXHIBIT A

Legal Description

ALL THAT PART OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO, TOWNSHIP FORTY NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE NORTH LINE OF ROSCOE STREET AND SOUTH AND WEST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD, CONTAINING TWO AND ONE-HALF ACRES MORE OR LESS, ALSO ALL THAT PART OF THE NORTHWEST QUARTER OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO, TOWNSHIP FORTY NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, EXCEPT THAT PART THEREOF TAKEN FOR ADDISON STREET AND ROSCOE STREET.

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 and Park District.

Common Address: 3501 North Kilbourn Avenue, Chicago, Illinois

PIN: 13-22-306-001

EXHIBIT B

Agreement

[see attached]

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made this ___ day of _________, 2014 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"); 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 controls and operates Kilbourn Park (Park #84) (the "Park"), located at 3501 North Kilbourn Avenue, Chicago, and legally described in Exhibit A (the "Property"), and has proposed, among other things, the renovation of the Park's greenhouse (the "Project").

D. The Park lies wholly within the boundaries of the Portage Park 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 September 9, 1998, and published in the Journal of the Proceedings of the City Council for said date at pages 76079-76169, 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 "Portage Park Redevelopment Project Area" (the "Portage Park Redevelopment Area"); (ii) designated the Portage Park Redevelopment Area as a "redevelopment project area;" and (iii) adopted tax increment allocation financing for the Portage Park 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 Portage Park Redevelopment Area shall be known as the "Portage Park 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 the boundaries of the Portage Park Redevelopment Area.

J. DPD wishes to make available to the Park District a portion of the Portage Park Increment in an amount not to exceed $350,000 (the "Project Assistance") for the purpose of partially funding certain capital improvements for the Project on the Park (the "TIF-Funded Improvements") in the Portage Park Redevelopment Area to the extent and in the manner provided in the 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 wish to enter into this Agreement whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements.

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 15, 2014, the Park District's Board of Commissioners passed Ordinance No. 12 expressing its desire to cooperate with the City in the construction 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. <u>THE PROJECT</u>

1.1. No later than 18 months from the Closing date, or later as the Commissioner of DPD (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction 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 DPD prior to the commencement of the Project ("Plans and Specifications") in order for the Park District to qualify for the disbursement of Portage Park 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 Portage Park 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 Project Assistance to the Park District.

2.2. 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 the City's disbursement of the Project Assistance to the Park District:

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

2.2.2. the Park District has provided or has caused to be provided to the City:

(a) copies of all easements and encumbrances of record (other than those arising from the Purchase);

(b) two copies of a Class A plat survey in the most recently revised form of ALTA/ACSM land title survey, acceptable in form and content to the City, prepared by a surveyor registered in the State of Illinois, certified to the Park District, and certifying as to whether the Property is in an area identified by the Federal Emergency Management Agency as having special flood hazards;

(c) evidence of searches of current financing statement, judgments, pending litigation, bankruptcy proceedings and federal and state tax liens showing no security interests, judgments, pending litigation, bankruptcy proceedings or federal or state tax liens on the Property or affecting the Owner;

(d) a copy of the most recent real estate tax bill with respect to the Property, to the extent available;

(e) a copy of the most recent water bill with respect to the Property, to the extent available; and

(f) copies of a phase I environmental audit completed with respect to the Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a phase II environmental audit with respect to the Property prior to the Closing Date. The City reserves the right to terminate this Agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date, the Park District shall provide or cause to be provided a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

2.2.3. If the Park District is unable to satisfy the conditions stated in this Section 2.2 within the Satisfaction Period, either Party may terminate this Agreement by providing written notice to the other Party.

2.3. 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 DPD. Delivery by the Park District to DPD of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

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

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

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

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

2.4. 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 2.3 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.

2.5. The current estimate of the cost of the Project is $350,000. 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 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.

2.6. 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.

2.7. 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.

2.8. 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 Portage Park 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 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 $350,000 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 Property or the suitability of the Property as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any activity 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.

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

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

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

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

5.1.5 Self Insurance. To the extent permitted by 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 the above insurance requirements, the Park District shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program shall comply with at least the insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.12, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

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

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

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

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

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

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

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

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

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

SECTION 6. INDEMNITY/NO PERSONAL LIABILITY.

6.1. 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 twelve (12) 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 Sections 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 8.12 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

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

SECTION 8. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:	City of Chicago Department of Planning and 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) 742-0277 (Fax)
To the Park District:	Chicago Park District Attention: General Superintendent 541 North Fairbanks Chicago, Illinois 60611 (312) 742-4200 (312) 742-5276 (Fax)
With copies to:	Chicago Park District General Counsel 541 North Fairbanks, 3rd Floor 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 Planning and 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
Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

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

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

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

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

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

[signatures on next 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 Planning and Development

By:____________________________________
Andrew J. Mooney, Commissioner

CHICAGO PARK DISTRICT, a body politic and Corporate

By:____________________________________
Michael P. Kelly, General Superintendent and CEO

Attest:

____
Kantrice Ogletree
Secretary

EXHIBIT A

Legal Description

ALL THAT PART OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO, TOWNSHIP FORTY NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE NORTH LINE OF ROSCOE STREET AND SOUTH AND WEST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD, CONTAINING TWO AND ONE-HALF ACRES MORE OR LESS, ALSO ALL THAT PART OF THE NORTHWEST QUARTER OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO, TOWNSHIP FORTY NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, EXCEPT THAT PART THEREOF TAKEN FOR ADDISON STREET AND ROSCOE STREET.

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 and Park District.

Common Address: 3501 North Kilbourn Avenue, Chicago, Illinois

PIN: 13-22-306-001

EXHIBIT B

Project Description

The three greenhouses at Kilbourn Park provide programming to connect youth and adults to nature by teaching sustainable gardening practices and promoting healthy eating through garden-based educational programs.

The three current rigid plastic translucent roofs, which total approximately 8,000 square feet in area, are over 40 years old; the discoloration of the roof panels blocks 80 percent of the sunlight and impairs plant growth.

The $350,000 in TIF funding will be used to replace the roofs with new thermo-clear, multiwall polycarbonate roof and sidewalls. The new roofing will provide a weather-tight enclosure and improve the light penetration and environmental control within the greenhouses.

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 Planning and Development

<u>**EXHIBIT D**</u>

Project Budget for TIF-Funded Improvements

The total cost of the Project is $350,000. In no event, however, shall funding from the Portage Park TIF Fund exceed $350,000.

Sources:

City of Chicago (Portage Park TIF)	$350,000

Uses:

Removal and disposal of existing materials	$80,000
Steel angle structural supports for sidewalls	$20,000
New polycarbonate roofing & sidewalls	$250,000

The Commissioner may approve changes to this preliminary budget.

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-4094

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing (TIF) assistance for Albert G. Lane Technical High School and Richard Clark Park
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Board of Education regarding TIF assistance for Clark Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, the Board owns or otherwise controls certain real property generally located at 2501 West Addison Street, Chicago, Illinois 60618, on which property the Board's Albert G. Lane Technical High School is located; and

WHEREAS, the Board, in conjunction with the Chicago Park District (the "District"), is constructing and rehabilitating athletic facilities that will serve the school (the "Facility") at the Chicago Park District's adjacent Richard Clark Park on the real property generally located at 3400 North Rockwell Street, Chicago, Illinois 60618 (the "Property") (all such activities undertaken by the Board on the Property shall be known herein as the "Project"); 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 through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on January 12, 2000, published at pages 22278 through 22373 of the Journal of Proceedings of the City Council of the City for said date: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Western Avenue South Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on May 17, 2000, published at pages 31520 through 31609 of the Journal of Proceedings of the City Council of the City for said date, the "Approval Ordinance"); "An Ordinance of the City of Chicago, Illinois Designating the Western Avenue South Redevelopment Project Area as a Tax Increment Financing District" (the Designation Ordinance"); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Western Avenue South Redevelopment Project Area" (the "Adoption Ordinance") (the aforesaid Approval, Designation and Adoption Ordinances are collectively referred to herein as the "TIF Ordinances", the Redevelopment Plan approved by the TIF Ordinances is referred to herein as the "Redevelopment Plan" and the redevelopment project area created by the TIF Ordinances, as has been or may be amended from time to time, is referred to herein as the "Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the Redevelopment Area; and

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

WHEREAS, the Board is a taxing district under the Act; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(4), Increment may also be used to pay costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and

WHEREAS, the Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Redevelopment Area; and

WHEREAS, the City desires to use a portion of the Redevelopment Area Increment for the Project on the Property, all of which lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, the City agrees to use a portion of the Redevelopment Area Increment (the "City Increment Funds") in an amount not to exceed $3,500,000 to pay for or reimburse the Board for the costs of improving the Facility on the Property to the extent that such costs constitute TIF-Funded Improvements (as defined in Article Three, Section 3 of the proposed agreement attached hereto as Exhibit 1) (the City Increment Funds so disbursed shall be known as the "City Funds"); and

WHEREAS, in accordance with the Act, certain of the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, and the City has found that certain of the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act; and

WHEREAS, the City and the Board now desire to enter into an agreement to disburse the City Funds for the Project; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of the Department of Planning and Development or his designee is authorized to execute an agreement and such other documents as are necessary, between the City and the Board in substantially the form attached as Exhibit 1 (the "Agreement"). The Agreement shall contain such other terms as are necessary or appropriate.

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

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

Exhibit 1

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO,
BY AND THROUGH ITS DEPARTMENT OF PLANNING AND DEVELOPMENT,
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING ALBERT G. LANE TECHNICAL HIGH SCHOOL AND RICHARD CLARK PARK

This Intergovernmental Agreement regarding the Albert G. Lane Technical High School and Richard Clark Park (this "Agreement") is made and entered into as of the _____ day of __________, 2014 (the "Agreement Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

RECITALS

WHEREAS, the Board owns or otherwise controls certain real property generally located at 2501 West Addison Street, Chicago, Illinois 60618, on which property the Board's Albert G. Lane Technical High School is located; and

WHEREAS, the Board, in conjunction with the Chicago Park District (the "District"), is constructing and rehabilitating athletic facilities that will serve the school (the "Facility") at the Chicago Park District's adjacent Richard Clark Park on the real property generally located at 3400 North Rockwell Street, Chicago, Illinois 60618 (the "Property") (all such activities undertaken by the Board on the Property shall be known herein as the "Project"); 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 through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on January 12, 2000, published at pages 22278 through 22373 of the Journal of Proceedings of the City Council of the City for said date: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Western Avenue South Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on May 17, 2000, published at pages 31520 through 31609 of the Journal of Proceedings of the City Council of the City for said date, the "Approval Ordinance"); "An Ordinance of the City of Chicago, Illinois Designating the Western Avenue South Redevelopment Project Area as a Tax Increment Financing District" (the Designation Ordinance"); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Western Avenue South Redevelopment Project Area" (the "Adoption Ordinance") (the aforesaid Approval, Designation and Adoption Ordinances are collectively referred to herein as the "TIF Ordinances", the Redevelopment Plan approved by the TIF Ordinances is referred to herein as the "Redevelopment Plan" and the redevelopment project area created by the TIF Ordinances, as has been or may be amended from time to time, is referred to herein as the "Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the Redevelopment Area; and

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

WHEREAS, the Board is a taxing district under the Act; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(4), Increment may also be used to pay costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and

WHEREAS, the Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Redevelopment Area; and

WHEREAS, the City desires to use a portion of the Redevelopment Area Increment for the Project on the Property, all of which lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, the City agrees to use a portion of the Redevelopment Area Increment (the "City Increment Funds") in an amount not to exceed $3,500,000 to pay for or reimburse the Board for the costs of improving the Facility on the Property to the extent that such costs constitute TIF-Funded Improvements (as defined in Article Three, Section 3 of this Agreement) (the City Increment Funds disbursed pursuant to this Agreement shall be known as the "City Funds"); and

WHEREAS, in accordance with the Act, certain of the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City pursuant to this Agreement, are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, and the City has found, pursuant to the Agreement Ordinance (as such term is defined in Article Fourteen hereof) that certain of the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act; and

WHEREAS, the City and the Board now desire to enter into this Agreement.

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

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: THE PROJECT

1. The plans and specifications for the Project shall: (a) at a minimum meet the general requirements for the Facility as set forth in Exhibit B hereof, (b) be provided to the City by the Board, and (c) approved by the City in the City's discretion. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City 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 Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board 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.

ARTICLE THREE: FUNDING

1. (a) Upon completion of the Project (or, subject to the availability of City Funds and in the City's discretion, at intervals during the Project acceptable to the City), the Board shall provide the Department with a Requisition Form, in the form of Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit G hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements which the Board has paid; and (iii) all other documentation described in Exhibit E. The City shall review and, in the City's discretion, approve the Requisition Form and make the requested and approved disbursement of City Funds. The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

(b) Delivery by the Board to the Department of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds previously disbursed (if any) represents the actual amount 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;

(ii) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the Requisition Form, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and the approval of the Requisition Form 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 Board.

(c) [intentionally omitted]

(d) Payments of City Increment Funds will be subject to the availability of Redevelopment Area Increment in the Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund created pursuant to the Adoption Ordinance (the "Special Tax Allocation Fund"), subject to all applicable restrictions on and obligations of the City contained in all City ordinances relating to the Redevelopment Area Increment and all agreements and other documents entered into by the City pursuant thereto.

(e) (i) The Board's right to receive payments hereunder shall be subordinate to the obligations of the City to be paid from Redevelopment Area Increment and the commitments by the City to pay Redevelopment Area Increment pursuant to: (1) that certain North Center Redevelopment Agreement made as of the 1st day of June, 2004, by and between the City and North Center Senior Housing L.P., an Illinois limited partnership; and (2) that certain North Center Associates LLC Redevelopment Agreement dated on or about August 31, 2007, by and between the City and North Center Associates LLC, an Illinois limited liability company.

(ii) The City, subject to the terms of this subsection 1(e)(ii), may, until the earlier to occur of (1) the expiration of the Term of this Agreement or (2) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Funds under this Agreement, exclude up to 90% of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("EAV") of such affected parcels over and above the EAV of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, the Board shall retain its initial lien status relative to Redevelopment Area Increment.

In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the EAV thereof for the Base Year.

(f) [intentionally omitted]

(g) The availability of City Increment Funds is subject to the City's compliance with all applicable requirements regarding the use of the Redevelopment Area Increment deposited annually into the Special Tax Allocation Fund and the timing of such use.

(h) The Board shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements ("Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Board or the Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

2. The current estimate of the cost of the Project is $8,500,000. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit G. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct and rehabilitate the Facility with the available funds.

3. Attached as Exhibit H and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("TIF-Funded Improvements"); and to the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board 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 Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to Exhibit H as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Redevelopment Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of City Funds, subject to the terms of this Agreement.

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

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

ARTICLE FOUR: TERM

The Term of the Agreement shall be deemed to have commenced as of the Agreement Date set forth above and shall expire on the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2024).

ARTICLE FIVE: INDEMNITY; DEFAULT

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any related agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE SEVEN: NOTICE

Notice to Board shall be addressed to:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
FAX: (773) 553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1702

Notice to the City shall be addressed to:

Commissioner
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
FAX: (312) 744-2271

and

Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
FAX: (312) 744-8538

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

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subjection (d) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

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

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

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

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and, as of the date hereof, replaces the Original Agreement in its entirety.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on May 9, 2014 (the "Agreement Ordinance"). Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

ARTICLE NINETEEN: 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 Board:	Patricia L. Taylor, Chief Facility Officer Board of Education of the City of Chicago 125 South Clark Street, 17th Floor Chicago, Illinois 60603 Phone: 773-553-2900 Fax: 773-553-2912
For the City:	Nelson Chueng, Coordinating Planner City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 905 Chicago, Illinois 60602 Phone: 312-744-5756 Fax: 312-744-7996

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.

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, ILLINOIS

By: ______________________________

Commissioner
Department of Planning and Development

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: ______________________________

President

Attest: By: ______________________________

Secretary

Board Resolution No.: 01-0725-RS2

Approved as to legal form:

____

General Counsel

EXHIBIT A

[intentionally omitted]

EXHIBIT B

FEATURES OF THE FACILITY

The complete project includes the original scope of relocation of an existing natural turf field and construction of a new artificial turf baseball field, including all necessary sub-surface infrastructure for drainage and electrical systems as well as accessibility improvements. Added to this scope and included in the total project scope is the construction of a new soccer field, relocation of the javelin and sports area, and environmental remediation activities.

The Clark Park renovation is a joint venture between the City of Chicago, Chicago Park District, CPS, the Chicago Cubs, DeVry University, and The Kerry and Sarah Wood Family Foundation to establish an IHSA regulated baseball park for CPS, Park District, and general public use.

CPS is requesting $3,500,000 from the Western Avenue South TIF funds, for completion of the above referenced project.

EXHIBITS C-D

[intentionally omitted]

EXHIBIT E

__________ REQUISITION FORM

State of Illinois)
) SS
County of Cook)

The affiant, _________________, __________________ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City regarding the Albert G. Lane Technical High School and Richard Clark Park dated _________ ___, 2014 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by the Board to date:

TOTAL: $____________________

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

$____________________

C. The Board requests disbursement for the following cost of TIF-Funded Improvements:

$____________________

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

E. The Board 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 Board is in compliance with all applicable covenants contained therein.

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

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as Exhibit G to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks reimbursement.

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

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO, a body corporate and politic

By:____________________________
Name: ____________________________
Title: ____________________________

Subscribed and sworn before me this ____ day of ______________, _______.

____
My commission expires: __________

Agreed and accepted:
CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

____
Name: ____________________________
Title: ____________________________

EXHIBIT F

[intentionally omitted]

EXHIBIT G

PROJECT BUDGET

Task	Project Estimate
Design	$200,000
Construction	$6,125,000
Environ Remediation	$1,500,000
Administration	$300,000
FF&E	$0
Contingencies	$375,000
Total	$8,500,000

EXHIBIT H

PROJECT TIF- FUNDED IMPROVEMENTS

Task	Project Estimate
Design	$200,000
Construction	$6,125,000
Environ Remediation	$1,500,000
Administration	$300,000
FF&E	$0
Contingencies	$375,000
Total	$8,500,000

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-4095

Meeting Date: 4/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: First amendment to Intergovernmental agreement with Chicago Transit Authority for Tax Increment Financing (TIF) for rehabilitation of Wilson Station

Committee(s) Assignment: Committee on Finance

F/N

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority regarding the Wilson Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the City Council ("City Council") of the City adopted an ordinance on October 6, 2010, published at pages 99899 through 99915 in the Journal of Proceedings of the City Council on such date, authorizing the City to enter into an Intergovernmental Agreement ("IGA") with the Chicago Transit Authority, a municipal corporation of the State of Illinois (the "CTA") for the provision of tax increment financing funds to the CTA for the rehabilitation of the CTA's Wilson rapid transit station on the Red Line (the "Project"); and

WHEREAS, the City, through its Department of Planning and Development formerly known as the Department of Housing and Economic Development ("DPD"), and the CTA entered into the IGA on July 8, 2011; and

WHEREAS, the IGA provides for the Project to commence in 2010 and be completed no later than December 31, 2013; and

WHEREAS, the Project has been delayed due to an expansion of the Project related to additional funding and redesign efforts to comply with environmental and national historic preservation requirements; and

WHEREAS, DPD and the CTA agree it is in the best interests of the City and the CTA to amend the IGA to reflect the extension of the start and completion dates of the Project;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL:

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

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

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

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

EXHIBIT A

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

See attached.

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHICAGO TRANSIT AUTHORITY AND THE CITY OF CHICAGO FOR TAX INCREMENTAL FINANCING FOR REHABILITATION OF THE CTA WILSON STATION

THIS AMENDMENT, dated this_______ day of _______________, __________ ("**Amendment**") shall amend and modify the Intergovernmental Agreement ("**Agreement**") entered into July 8, 2011, by and between the City of Chicago ("City") acting through its Department of Housing and Economic Development ("HED"), and the Chicago Transit Authority, an Illinois municipal corporation (the "**Authority**"). The City and the Authority are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties.**" Terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement.

WHEREAS, the Parties entered into the Agreement for the City to pay CTA an amount not to exceed $3,000,000 from the Wilson Yard TIF funds as payment for expenses related to the CTA Wilson Station rehabilitation project ("Project"); and

WHEREAS, the Agreement provides that the Project shall commence in 2010 and shall be completed no later than December 31, 2013; and

WHEREAS, the Project's start and completion dates need to be extended to accommodate changes in the Project schedule resulting from the CTA's redesign efforts to comply with environmental and national historic preservation requirements; and

WHEREAS, the Parties now wish to amend and modify the Agreement, in accordance with Section 12 of the Agreement; and

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

1. Section 3(a) of the Agreement shall be stricken in its entirety and replaced with the following:

   The parties acknowledge that the Project shall begin in 2014 and shall be completed no later than January 31, 2017.

2. To the extent the provisions of the Agreement are in conflict with the provisions of this Amendment, the provisions of the Amendment shall control.

3. The remaining terms, provisions and conditions of this Agreement shall remain in full force and effect.

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

Andrew J. Mooney, Commissioner

CHICAGO TRANSIT AUTHORITY, a municipal corporation

Terry Peterson, Chairman

Approved as to form and legality for the CTA:

Attorney

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-3320

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with Chicago Park District for use of City-owned vacant land at 1222 West Touhy Avenue for public park
Committee(s) Assignment:	Committee on Housing and Real Estate

H 5G

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of license and lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with the Chicago Park District, as Tenant, governing the use of City-owned vacant land located at 1222 West Touhy Avenue for use as a public park; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 20279

LEASE

THIS LEASE is made and entered into this ______ day of ____________, 2014 by and between, the **CITY OF CHICAGO,** an Illinois municipal corporation and home rule unit of government (herein referred to as the "City"), and the **CHICAGO PARK DISTRICT,** a body politic and corporate and unit of local government (hereinafter referred to as the "District").

RECITALS

WHEREAS, the City, through the City's Department of Water Management, is the owner of the premises more commonly known as 1222 West Touhy Avenue, Chicago, Cook County, Illinois; and

WHEREAS, the property located at 1222 West Touhy Avenue has no present municipal use; and

WHEREAS, the District is organized for the purpose of operating parks and playgrounds within the City of Chicago, and desires to continue to operate certain parks now owned by the City as detailed in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the District has utilized the property located at 1222 West Touhy Avenue as a public park pursuant to prior City as Landlord Lease agreements; and

WHEREAS, the City has agreed to lease to the District, and the District has agreed to lease from the City approximately 59,000 square feet of land located at 1222 West Touhy Avenue as depicted on **Exhibit B** attached hereto and made a part hereof to be used for public recreational space known as Sam Leone Beach Park; and

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

SECTION 1. GRANT

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

> Approximately 59,000 square feet of a vacant land located at 1222 West Touhy Avenue, Chicago, Illinois (PINs 11-29-321-005 through -008- the "Premises").

SECTION 2. TERM

The term of this Lease ("Term") shall commence on the execution date ("Commencement Date") and shall end on December 31, 2037, unless sooner terminated as set forth in the Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. The District shall pay rent for the Premises in the amount of:

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

3.2 Utilities. The District shall pay when due all charges for gas, electricity, water, sewer, light, heat, telephone, other communication, and any other utilities and charges that may be assessed on the Premises during, or as a result of, the District's use of the Premises.

3.3 Taxes. The District shall pay when due any leasehold, real estate, and other property taxes, interest, or penalties assessed or levied on the Premises during the Term. The District acknowledges that real estate and leasehold taxes are one (1) year in arrears in Cook County and that as a result the District shall be responsible for satisfaction of leasehold, real estate, interest, and penalties assessed or levied on the Premises on account of the District's use for at least one (1) year after the District vacates the Premises. The District's failure to pay any such taxes, penalties, or interest shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude the District from contesting any charge or tax levied against the Premises. The District's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, USE, STANDARDS

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

4.2 District's Duty to Maintain Premises and Right of Access. The District shall, at the District's expense, keep the Premises in a condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including, but not limited to, those provisions in Title 13 ("Building and Construction"), and Title 17 ("Landscape Ordinance"). The City shall have the right of access to the Premises for the purpose of inspecting, provided that except in the case of emergencies, the City shall first give notice to the District of its desire to enter the Premises and will schedule its entry so as to minimize any interference with the District's use, and the public's enjoyment, of the Premises.

4.3 Use of the Premises. The District shall not use the Premises in a manner that would violate any law. The District further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to use as public recreational space. The promotion and operation of public recreational space does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. The District shall not use said Premises for political or religious activities. The District agrees that, in providing programming, the District shall not discriminate against any member of the public because of race, creed, religion, color, sexual orientation, or national origin.

4.4 Alterations and Additions. The District may make major capital alterations, additions, and improvements to the Premises but only with the prior written approval of the Commissioner of the Department of Water Management. Any such alterations and additions shall be made in full compliance with any applicable codes, laws, or standards.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. The District shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof, without the prior written consent of the Commissioner of the Department of Water Management.

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

5.3 District's Covenant against Liens. The District shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to the District or claimed to have been furnished to the District. In case of any such lien attaching, the District shall immediately pay and remove such lien or furnish security or indemnify the City in a manner satisfactory to the City in its sole discretion to protect the City against any defense or expense arising from such lien. Except during any period in which District appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, the District shall immediately pay any judgment rendered against the District, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If the District fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

SECTION 6. INDEMNIFICATION AND INSURANCE

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

6.2 Self-Insurance. The District is self-insured and will provide City with a letter executed by an authorized official indicating that the District is self-insured. This letter shall be provided to the City on an annual basis.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

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

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by the District shall be construed to be a tenancy from month to month beginning on January 1, 2038 and the rent shall be the same as listed in Section 3.1 of this Lease. During such holding over all other provisions of this Lease shall remain in full force and effect.

SECTION 9. MISCELLANEOUS

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

City of Chicago
Department of Water Management
Attention: Commissioner's Office
1000 East Ohio Street

Chicago, Illinois 60611

With a courtesy copy to:

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

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

Chicago Park District
Attention: General Counsel
541 North Fairbanks Court, 7th Floor
Chicago, Illinois 60611

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

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

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

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

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

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

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

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

9.9 Authorization to Execute Lease. The Parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of the City and the District respectively and that by their execution of this Lease, it became the binding obligation of City and District respectively, without any contingencies or conditions except as specifically provided herein.

9.10 Termination of Lease. The City and the District shall have the right to terminate this Lease without penalty and for any, or no, reason by providing each other with one-hundred eighty (180) days prior written notice at any time after the Commencement Date.

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

9.12 Default. The District must adhere to all provisions of this Lease. Failure of District to adhere to all provisions of this Lease will result in default. In the event of such default, the City will notify the District in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, the District must cure such default within sixty (60) days. If the District does not cure such default within sixty (60) days, the City may cancel this Lease with sixty (60) days written notice.

9.13 District Representations. The District represents as follows:

(a) The District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders that are in effect from time to time that pertain to or affect the Premises, the District, or this Lease. Upon the City's request, the District shall provide evidence satisfactory to the City of such compliance.

(b) The District agrees that provisions required to be inserted in this Lease by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Lease and that in no event will the failure to insert such provisions prevent the enforcement of this Lease.

(c) Signing, delivery and performance by the District of this Lease does not violate its resolutions, including but not limited to the District resolution, or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which the District is party or by which it is bound.

(d) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the District that would materially impair its ability to perform under this Lease.

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

9.15 Prior Leases. The City and the District acknowledge and agree that the District has occupied the Premises under prior Lease agreements dating back to September 28, 1960. Since the expiration of such prior Leases, the District has continued to occupy the Premises under the terms of such prior Leases. The City and the District each acknowledge and agree that the other party has performed all obligations under such prior Leases and that neither party has any claims against the other with respect to such prior Leases.

9.16 No Personal Liability. No elected or appointed official or member or employee or agent of the City or the District shall be individually or personally liable in connection with this Lease because of their execution or attempted execution or because of any breach hereof. This limitation on liability survives any termination or expiration of this Lease.

9.17 No Construction against Preparer. This Lease shall not be interpreted in favor of either the City or the District. The City and the District acknowledge that both parties participated fully in the mutual drafting of this Lease.

SECTION 10. ADDITIONAL RESPONSIBILITIES OF DISTRICT

10.1 Satisfaction with Condition. The District has inspected the Premises and all related areas and grounds and the District is satisfied with the physical condition thereof. The District agrees to accept the Premises in its "as is," "where is" and "with all faults." The District acknowledges that the adjoining property is owned by the City's Department of Water Management and that this property is used as an active water pumping station.

10.2 Custodial Services. The District, at its expense, shall provide custodial services to the Premises, which shall be construed as maintaining the landscaping and removal of debris and materials placed on the Premises. The District, at its sole cost and expense, shall provide its own scavenger service when necessary.

10.3 Maintenance. The District shall provide, at the District's expense, any and all service for maintenance, repair, and upkeep of the Premises. The District acknowledges that the City shall not have any maintenance obligations with respect to the Premises.

10.4 Security. The District acknowledges that the City has no security obligations with respect to the Premises. The District shall be responsible for securing the Premises and will provide for security where necessary in the District's opinion.

10.5 Snow Removal. The District shall provide and pay for removal of snow and ice from sidewalks which immediately abut the Premises. The District acknowledges that the City shall have no snow or ice removal responsibilities.

10.6 Repairs for District Negligence, Vandalism, or Misuse. The District shall assume all responsibility for any repairs to any portion of the Premises necessitated by the negligence, vandalism, misuse, or other acts on any portion of the Premises by the District's employees, clients, invitees, agents, contractors, invitees, or third parties.

10.7 Programming. All programming shall be supervised by the District employees or District contractors. Such programming may include, but is not limited to, the use of the Premises by public high schools, soccer leagues, summer sport camps, and similar privately run programs. Any revenues realized by the District from the use of the Premises for such programs shall be devoted solely to covering the District's operational costs.

10.8 Illegal Activity. The District, and any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs area residents, is illegal, or increases the rate of insurance on the Premises.

10.9 Hazardous Materials. The District shall keep out of Premises materials which cause a fire hazard or safety hazard and will comply with reasonable requirements of the City's fire insurance carrier, if applicable.

10.10 No Alcohol or Drugs. The District shall ensure that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises.

10.11 Full Responsibility. The District assumes full responsibility and all liability for all activities and events on the Premises undertaken by or through the District's staff, agents, or invitees.

10.12 No Substitute for Required Permitting. For any activity which the District desires to conduct on the Premises and for which a City license or permit is required, said license or permit must be obtained by the District prior to using the Premises for such activity. The City must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this Lease. The District understands that this Lease shall not act as a substitute for any other permitting or approvals that may be required to undertake activities on the Premises.

10.13 Condition upon Termination. Upon termination of this Lease in the event that the City and the District are unable to renew or extend this Lease, the District shall surrender the Premises to the City in a comparable condition to the condition of the Premises at the beginning of the District's occupancy, with normal wear and tear taken into consideration.

10.14 Trade Fixtures. Upon the termination of this Lease in the event that the City and the District are unable to renew or extend this Lease, the District shall remove or demolish the District's property, equipment, and trade fixtures from the Premises. Provided, however, that the District shall repair any injury or damage to the Premises which may result from such removal or demolition. If the District does not remove the District's property, equipment, and trade fixtures and all other items of property from the Premises upon termination, the City may, at its option, remove the same and deliver them to any other place of business of the District or warehouse the same. In such event, the District shall pay to the City the cost of removal, including the repair for such removal, delivery and warehousing. In the alternative, the City may treat such property as being conveyed to the City with this Lease acting as a bill of sale, without further payment or credit by the City to the District.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF WATER MANAGEMENT

By:____________________________________
Commissioner

BY: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:____________________________________
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: THE DEPARTMENT OF LAW

By:____________________________________
Deputy Corporation Counsel
Real Estate Division

CHICAGO PARK DISTRICT,
a body politic and corporate and unit of local government

BY: CHICAGO PARK DISTRICT

By:____________________________________
General Superintendent

Approved as to legal form:

____
General Counsel
Chicago Park District

EXHIBIT A

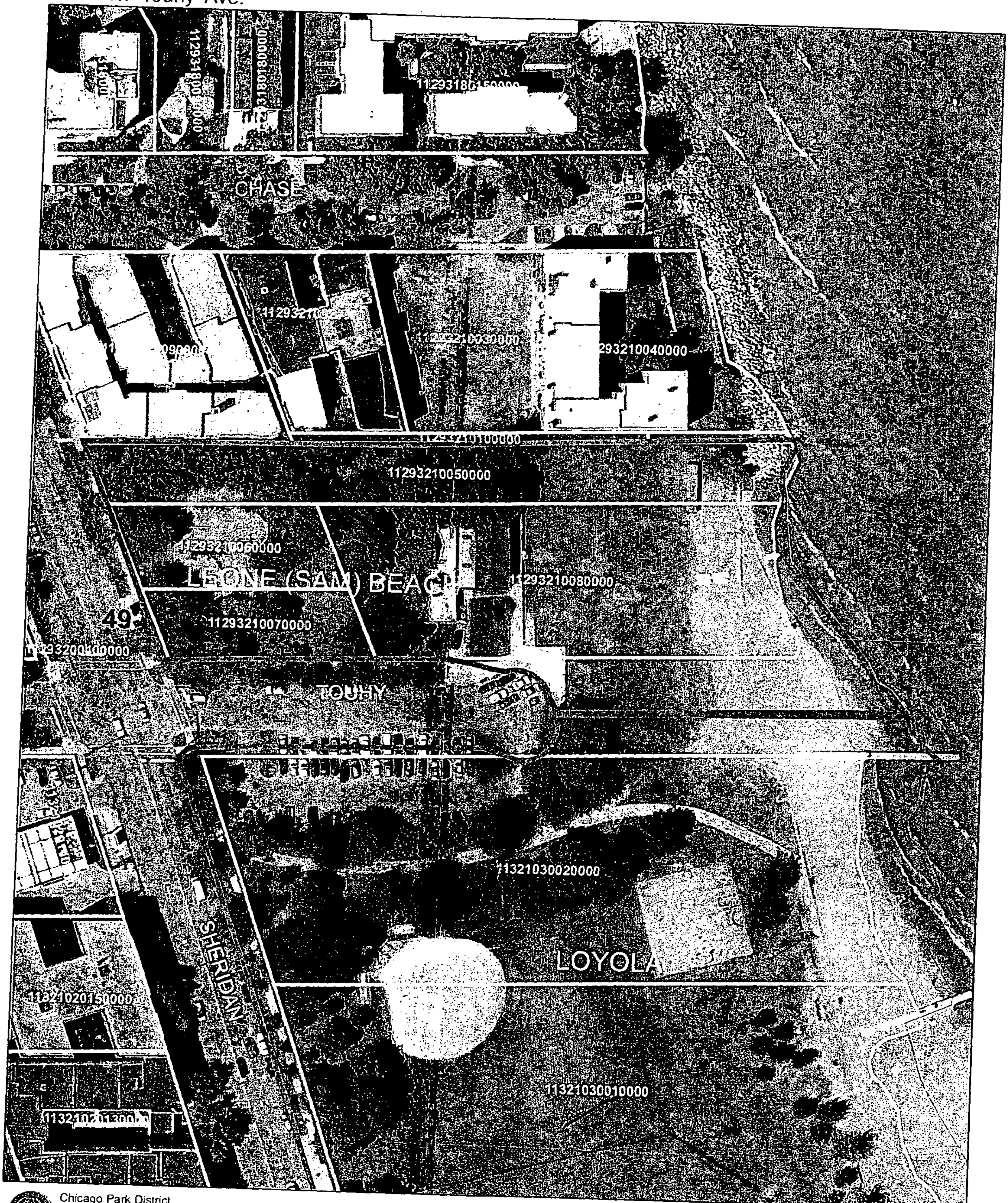
SUMMARY OF WATER FUND LEASES

	Park	Address	PINs
1	Beilfuss Natatorium	1725 N. Springfield	13-15-317-001 partial
2	Block Park	346 W. 104th St.	26-16-200-001/002 part of 020
3	Clarendon Community Ctr.	4501 N. Clarendon	14-16-103-002/007
4	Clark (John S.) Park	4615 W. Jackson	16-15-113-010/011/020
5	Gross Park	2708 W. Lawrence	13-12-422-003
6	Hasan Park	6851-59 S. Oglesby	20-24-413-002 partial
7	Hodes Park	1601-11 E. 73rd St.	20-25-123-001 partial
8	Kells Park-1040	3201 W. Chicago	16-11-207-025
9	Leone Beach Pk-1013	1222 W. Touhy	11-29-321-005 through 008
10	Murray Park-1053	1743 W. 73rd	20-30-220-001
11	Rainbow Beach Pk-1001	3120 E. 79th St.	21-29-100-002
	Rainbow Beach Pk-1001	3110 E. 79th St.	21-29-100-003
	Rainbow Beach Pk-1001	7540 S. Lake Park	21-30-124-005
	Rainbow Beach Pk-1001	7568 S. Lake Park	21-30-124-006
	Rainbow Beach Pk-1001	2861 E. 76th St.	21-30-124-007
	Rainbow Beach Pk-1001	2875 E. 75th St.	21-30-202-008
	Rainbow Beach Pk-1001	2885 E. 75th St.	21-30-202-009
	Rainbow Beach Pk-1001	2895 E. 75th St.	21-30-202-010
	Rainbow Beach Pk-1001	2900 E. 75th St.	21-30-202-011
	Rainbow Beach Pk-1001	7501 South Shore Dr.	21-30-202-012
	Rainbow Beach Pk-1001	7602 S. South Shore Dr.	21-30-405-019
	Rainbow Beach Pk-1001	7616 S. Lake Park	21-30-405-020
	Rainbow Beach Pk-1001	7626 S. Lake Park	21-30-405-021
	Rainbow Beach Pk-1001	7652 S. Lake Park	21-30-405-022
	Rainbow Beach Pk-1001	7601 S. South Shore Dr.	21-30-406-001 pt.
	Rainbow Beach Pk-1001	3029 E. 78th St.	21-30-413-018
	Rainbow Beach Pk-1001	7850 S. South Shore Dr.	21-30-415-024
	Rainbow Beach Pk-1001	7870 S. South Shore Dr.	21-30-418-010
	Rainbow Beach Pk-1001	7866 S. South Shore Dr.	21-30-418-011
12	Seneca Park-1242	220-34 E. Chicago	17-03-232-007 partial
13	Woodhull Park	7340 S. East End	20-25-123-001partial

EXHIBIT B

DEPICTION OF PREMISES

. Leone (Sam) Beach Park (1013)
1222 W. Touhy Ave.



Chicago Park District
Department of Planning and Development
DOD

0 37.5 75 150 Feet

1

Summer 2008 Aerial
July 2011

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

City of Chicago

A2014-54

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Terri J. Cox as member of Special Service Area No. 10, Back of the Yards Commission
Committee(s) Assignment:	Committee on Finance

F1a

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

I have appointed Terri J. Cox as a member of Special Service Area No. 10, the Back of the Yards Commission, for a term effective immediately and expiring October 1, 2016, to succeed James E. Matanky, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-55

Meeting Date: 4/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Jill M. Metz as member of Special Service Area No. 26, Broadway Commercial District Commission

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

I have reappointed Jill M. Metz as a member of Special Service Area No. 26, the Broadway Commercial District Commission, for a term effective immediately and expiring May 26, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-56

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 4/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Colleen P. Daley as member of Special Service Area No. 27, West Lakeview Commission

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

I have appointed Colleen P. Daley as a member of Special Service Area No. 27, the West Lakeview Commission, for a term effective immediately and expiring February 15, 2017, to succeed Mary Beth Kraszewski, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-57

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Susan J. Eriksen and Peter M. Lederer as members of Special Service Area No. 27, West Lakeview Commission
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

I have reappointed Susan J. Eriksen and Peter M. Lederer as members of Special Service Area No. 27, the West Lakeview Commission, for terms effective immediately and expiring February 15, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-58

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Caroline O. Shoenberger as member of Special Service Area No. 48, Old Town Commission
Committee(s) Assignment:	Committee on Finance

F1n

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

I have appointed Caroline O. Shoenberger as a member of Special Service Area No. 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2016, to succeed Mary S. Quincannon, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

O2014-3314

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 4/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Amendment of 2014 Annual Appropriation Ordinance within Fund No. 925 for Department of Cultural Affairs and Special Events

Committee(s) Assignment: Committee on Budget and Government Operations

Budg

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2014 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 Cultural Affairs and Special Events has been awarded additional federal grant funds in the amount of $5,000 by the National Endowment for the Arts which will be used for the Art Works Program; now, therefore,

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

SECTION 1. The sum of $5,000, not previously appropriated, representing increased grant awards, is hereby appropriated from Fund 925 - Grant Funds for the year 2014. The Annual Appropriation Ordinance is hereby further 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 2014 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
ESTIMATE OF GRANT REVENUE FOR 2014			
Awards from Agencies of the Federal Government		$ 1,493,006,500	$1,493,011,500

925 - Grant Funds

Dept and Dept #, and Grant Name		STRIKE AMOUNT 2014 Anticip'd	ADD AMOUNT 2014 Anticipated	STRIKE AMOUNT (2014 TOTAL)- Includes anticipated	ADD AMOUNT (2014 TOTAL)- Includes anticipated	STRIKE AMOUNT	ADD AMOUNT
23	**Department of Cultural Affairs and Special Events:**						
	Art Works	$ 45,000	$ 50,000			$45,000	$50,000

S:\SHARED\Finance\MONROE\2014 925 Ord\April302014ord.doc

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-3315

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of mobile food vehicle stand locations
Committee(s) Assignment:	Committee on Pedestrian and Traffic Safety

TRAFFIC

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance amending locations for mobile food stands.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1. The mobile food vehicle stands establishment ordinance, which was passed by the City Council on October 31, 2012, and which was published at pages 38215-38217 of the Journal of Proceedings for that date, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

SECTION I. (a) Pursuant to Section 7-38-117 of the Municipal Code of Chicago (referred to in this ordinance as "Code") and subject to the restrictions in Section 7-38-115(e) and other applicable provisions of the Code, the commissioner of transportation is hereby directed and authorized to establish a mobile food vehicle stand within the side of the block where each of the following addresses is located:

(Omitted text is not affected by this ordinance)

(20) 12~~5~~6 South Clark Street; ~~and~~
(21) 437 South Columbus Drive~~.~~; and
(22) 200 South LaSalle Street;
(23) 151 North Franklin Street;
(24) 185 North Upper Columbus Drive;
(25) 105 East Monroe Street; and
(26) 300 South Wabash Avenue;

(Omitted text is not affected by this ordinance)

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

City of Chicago

O2014-3327

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acquisition of property at 2126-2130 South Wentworth Ave for improvement, maintenance and repair of public ways
Committee(s) Assignment:	Committee on Housing and Real Estate

H56

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith ordinances authorizing acquisition of properties in the 200 block of West Cermak and an associated intergovernmental agreement with IDOT.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

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

WHEREAS, by ordinance adopted by the City Council on July 30, 1997, and published at pages 49089 to 49204 of the Journal of Proceedings (the "South River T.I.F. Ordinance") a certain redevelopment plan (the "South River Plan") for the River South Redevelopment Project Area (the "South River Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.); and

WHEREAS, by ordinance adopted by the City Council on July 21, 1999, and published at pages 8099 to 8197 of the Journal of Proceedings (the "24th/Michigan T.I.F. Ordinance") a certain redevelopment plan (the "24th/Michigan Plan") for the 24th/Michigan Redevelopment Project Area (the "24th/Michigan Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.); and

WHEREAS, the South River TIF Ordinance and the 24th/Michigan TIF Ordinance shall be collectively referred to herein as the "TIF Ordinances"; and

WHEREAS, the South River TIF Area and the 24th/Michigan TIF Area shall be collectively referred to herein as the "TIF Areas"; and

WHEREAS, the City has determined that it is useful, desirable and necessary that the City acquire for public ownership and control (either by the City, or by another governmental entity), with the meaning and authority of 735 ILCS 30/5-5-5(b), those parcels of real property located at 202-208 West Cermak Road, and 2126-2130 South Wentworth Avenue, all as legally described on **Exhibit A** to this ordinance (together, the "Acquisition Parcels") for the public purpose of the acquisition of rights-of-way for and the improvement, construction, maintenance, and repair of the public ways, specifically the construction of the Wells Wentworth Connector Improvement project to improve safety and efficiency of local street traffic flow and pedestrian access, and to construct a new north south collector within the River South Area (the "Project"); and

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

WHEREAS, the South River Plan and the 24th/Michigan Plan (collectively, the "Plans") and the use of tax increment financing provide a mechanism to support new growth, needed public improvements, and financing for land acquisition, demolition, and remediation; and

WHEREAS, the goals and objectives of the Plans include, but are not limited to, the construction of a new north-south collector street that extends through the full length of the River South Area; and

WHEREAS, further, the goals and objectives of the Plans also include, but are not limited to, ensuring a safe and functional traffic circulation pattern, adequate ingress and egress, and capacity through and adjacent to the TIF Areas; and

WHEREAS, the TIF Ordinances authorize the use of eminent domain to acquire properties within the Areas to meet the requirements of the Plans; and

WHEREAS, in furtherance of the Project and the Plans, the City requires the acquisition of the Acquisition Parcels identified on **<u>Exhibit A</u>** which are located within and adjacent to the TIF Areas; and

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

WHEREAS, the General Assembly in 735 ILCS 30/25-7-103.12 (the "Quick-Take Statute"), has authorized the use of quick-take eminent domain proceedings by municipalities for the purposes set forth in Division 74.2 and 74.3) of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas by (1) removing commercial blight for redevelopment purposes; (2) preparing the TIF Areas for use in accordance with the Plans; and (3) for the same purposes when established pursuant to home rule powers; and

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

WHEREAS, pursuant to Resolution No. 14-CDC-17 adopted on April 8, 2014 by the Community Development Commission of the City of Chicago (the "Commission"), the Commission authorized the Department of Transportation to acquire the designated Acquisition Parcels listed on **<u>Exhibit A</u>** in furtherance of the TIF Plans in the TIF Areas without further Commission action; now, therefore,

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

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

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

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

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

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

A. Acquire fee simple title to all of the Acquisition Parcels on or before March 1, 2015.

B. Complete relocation on or before June 1, 2015.

C. Complete the demolition of structures, environmental testing and remediation, and begin site preparation for the Project on or before October 1, 2015.

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

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

SECTION 8. If any provision of this ordinance is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

EXHIBIT A

PARCELS TO BE ACQUIRED

ROUTE: WELLS-WENTWORTH
SECTION:
COUNTY: COOK
JOB NUMBER: CDOT# B-6-141
PARCEL: 0001
STATION: 55+60.25
TO STATION: 57+07.90
OWNER: 2126-2130 South Wentworth Building, LLC, an Illinois liability company
INDEX: 17-21-420-050; 17-21-420-051

Parcel 0001

SUB-LOTS 15, 16 AND 17 IN D.C. NICHOLES AND I.J. NICHOLES SUBDIVISION OF LOT 1 IN 45 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 9, 1857 IN BOOK 133 PAGE 29, EXCEPT THE NORTHERLY 8 FEET OF SAID SUB-LOT 15 TAKEN FOR AN ALLEY BY CONDEMNATION PER DOCUMENT NUMBER 1906383, RECORDED JULY 24, 1893,

ALSO LOTS 45 AND 46 IN THE SUBDIVISION OF LOTS 2, 3, 4 AND 5 IN BLOCK 45 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 10, 1857 IN BOOK 133 PAGE 92, EXCEPT THE NORTHERLY 40 FEET OF SAID SUB-LOT 46 TAKEN FOR ALLEY BY CONDEMNATION PER DOCUMENT NUMBER 1906383, RECORDED JULY 24, 1893. SITUATED IN THE COUNTY OF COOK AND THE STATE OF ILLINOIS.

SAID PARCEL CONTAINING 0.151 ACRES OR 6,578 SQUARE FEET, MORE OR LESS.

ROUTE: WELLS-WENTWORTH
SECTION:
COUNTY: COOK
JOB NUMBER: CDOT# B-6-141
PARCEL: 0002
STATION: 55+60.21
TO STATION: 56+98.29
OWNER: KWM Group, LLC Series A, an Illinois Limited Liability company
INDEX: 17-21-420-055

Parcel 0002

LOT 44 AND THAT PART OF LOT 43 IN THE SUBDIVISION OF LOTS 2, 3, 4 AND 5 IN BLOCK 45 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 10, 1857 IN BOOK 133 PAGE 92, DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEAST CORNER OF SAID LOT 43, THENCE NORTH 88 DEGREES 42 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 43, 3.00 FEET; THENCE SOUTH 1 DEGREE 35 MINUTES 24 SECONDS EAST, 3.00 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 04 SECONDS EAST, 3.00 FEET TO EAST LINE OF SAID LOT 43, THENCE NORTH 1 DEGREE 35 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE TO THE POINT OF BEGINNING, ALSO THE EAST 1-3/4 INCHES OF SAID LOT 43. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

SAID PARCEL CONTAINING 0.072 ACRES OR 3,136 SQUARE FEET, MORE OR LESS.

ROUTE: WELLS-WENTWORTH
SECTION:
COUNTY: COOK
JOB NUMBER: CDOT# B-6-141
PARCEL: 0003
STATION: 55+60.17
TO STATION: 56+97.87
OWNER: Lum Sai Hor Association
INDEX: 17-21-420-054

Parcel 0003

LOT 43 IN THE SUBDIVISION OF LOTS 2, 3, 4 AND 5 IN BLOCK 45 IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED AUGUST 10, 1857 IN BOOK 133 PAGE 92, EXCEPT THAT PART BEGINNING AT NORTHEAST CORNER OF SAID LOT 43, THENCE NORTH 88 DEGREES 42 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT, 3.00 FEET; THENCE SOUTH 1 DEGREE 35 MINUTES 24 SECONDS EAST, 3.00 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 04 SECONDS EAST, 3.00 FEET TO EAST LINE OF SAID LOT, THENCE NORTH 1 DEGREE 35 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE TO THE POINT OF BEGINNING; AND, EXCEPT THE EAST 1-3/4 INCHES OF SAID LOT. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

SAID PARCEL CONTAINING 0.081 ACRES OR 3,528 SQUARE FEET, MORE OR LESS.

City of Chicago

O2014-3342

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Jurisdictional transfer of parcels from State to City for construction of new north-south collector street to improve safety and efficiency of local street traffic flow
Committee(s) Assignment:	Committee on Housing and Real Estate

H56

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith ordinances authorizing acquisition of properties in the 200 block of West Cermak and an associated intergovernmental agreement with IDOT.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

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

WHEREAS pursuant to Section 4-508 of the Illinois Highway Code (605 ILCS 5/4-508(d)), the State of Illinois, through the Illinois Department of Transportation (the "State"), is authorized to enter into written agreements with another highway authority for the disposition of excess land for no compensation, where the accepting highway authority accepts jurisdiction of the excess land; and

WHEREAS, pursuant to Section 2-101 of the Illinois Highway Code (605 ILCS 5/2-201), the State has authority to make changes in the State Highway System; and

WHEREAS, pursuant to Section 7-101 of the Illinois Highway Code (605 ILCS 5/7-101), municipalities are authorized to add streets or portions thereof to their municipal street system; and

WHEREAS, in 1968, the State acquired certain property contemplating construction of a new road, including parcels lying adjacent and east of the existing Wentworth Avenue right-of-way, between the rights-of-way of W. 16th Street on the north, W. Cermak Rd. on the south, S. Wentworth Avenue on the east and S. La Salle St. on the west, which parcels are depicted in **Exhibit A** attached hereto (collectively, the "Parcels"); and

WHEREAS, the State has jurisdictional authority over the Parcels for highway purposes; and

WHEREAS, the State does not use the Parcels; and

WHEREAS, the City desires to accept jurisdiction over the Parcels and utilize the Parcels for City home-rule unit of government purposes, including but not limited to, construction of a new north-south collector street under its Wells Wentworth Connector Improvement Project (the "Project") to improve safety and efficiency of local street traffic flow; to improve pedestrian and pedacycle access; and

WHEREAS, it is necessary, desirable and in the best interests of the City and the State that the jurisdiction of the Parcels be transferred from the State to the City, as well as the underlying land ownership of said Parcels for no compensation; 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 are adopted as the findings of the City Council.

SECTION 2. The Commissioner of the City's Department of Transportation (the "Commissioner") or a designee of the Commissioner are each authorized to execute, subject to the approval of the Corporation Counsel as to form and legality, one or more agreements with the State for the jurisdictional transfer of the Parcels from the State to the City and adding the Parcels to the municipal street system and the underlying City land ownership.

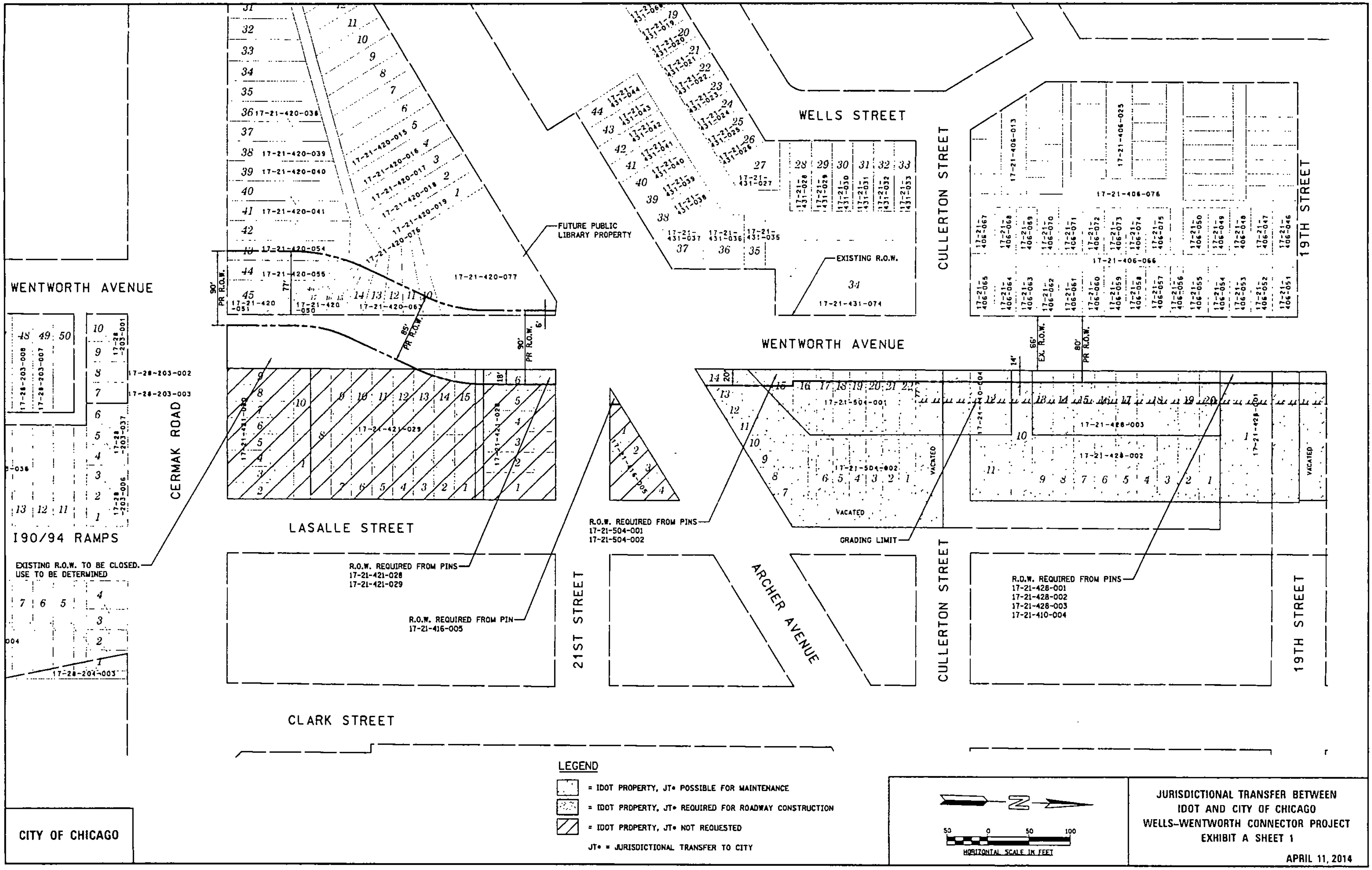
SECTION 3. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Bureau of Land Acquisition, Department of Transportation of the State through the District Engineer of District 1.

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

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

EXHIBIT A

PARCELS SUBJECT TO THE JURISDICTIONAL TRANSFER FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION TO THE CITY OF CHICAGO, DEPARTMENT OF TRANSPORTATION



WENTWORTH AVENUE
CERMAK ROAD
I90/94 RAMPS
EXISTING R.O.W. TO BE CLOSED. USE TO BE DETERMINED
LASALLE STREET
CLARK STREET
21ST STREET
ARCHER AVENUE
CULLERTON STREET
19TH STREET
WELLS STREET
FUTURE PUBLIC LIBRARY PROPERTY
EXISTING R.O.W.
GRADING LIMIT
VACATED
90' PR R.O.W.
85' PR R.O.W.
77'
18'
6'
14'
20'
66' EX. R.O.W.
80' PR R.O.W.
R.O.W. REQUIRED FROM PINS 17-21-421-028 17-21-421-029
R.O.W. REQUIRED FROM PIN 17-21-416-005
R.O.W. REQUIRED FROM PINS 17-21-504-001 17-21-504-002
R.O.W. REQUIRED FROM PINS 17-21-428-001 17-21-428-002 17-21-428-003 17-21-410-004
17-28-203-008
17-28-203-007
17-28-203-001
17-28-203-002
17-28-203-003
17-28-203-037
17-28-203-006
17-28-204-003
17-21-420-038
17-21-420-039
17-21-420-040
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17-21-504-002
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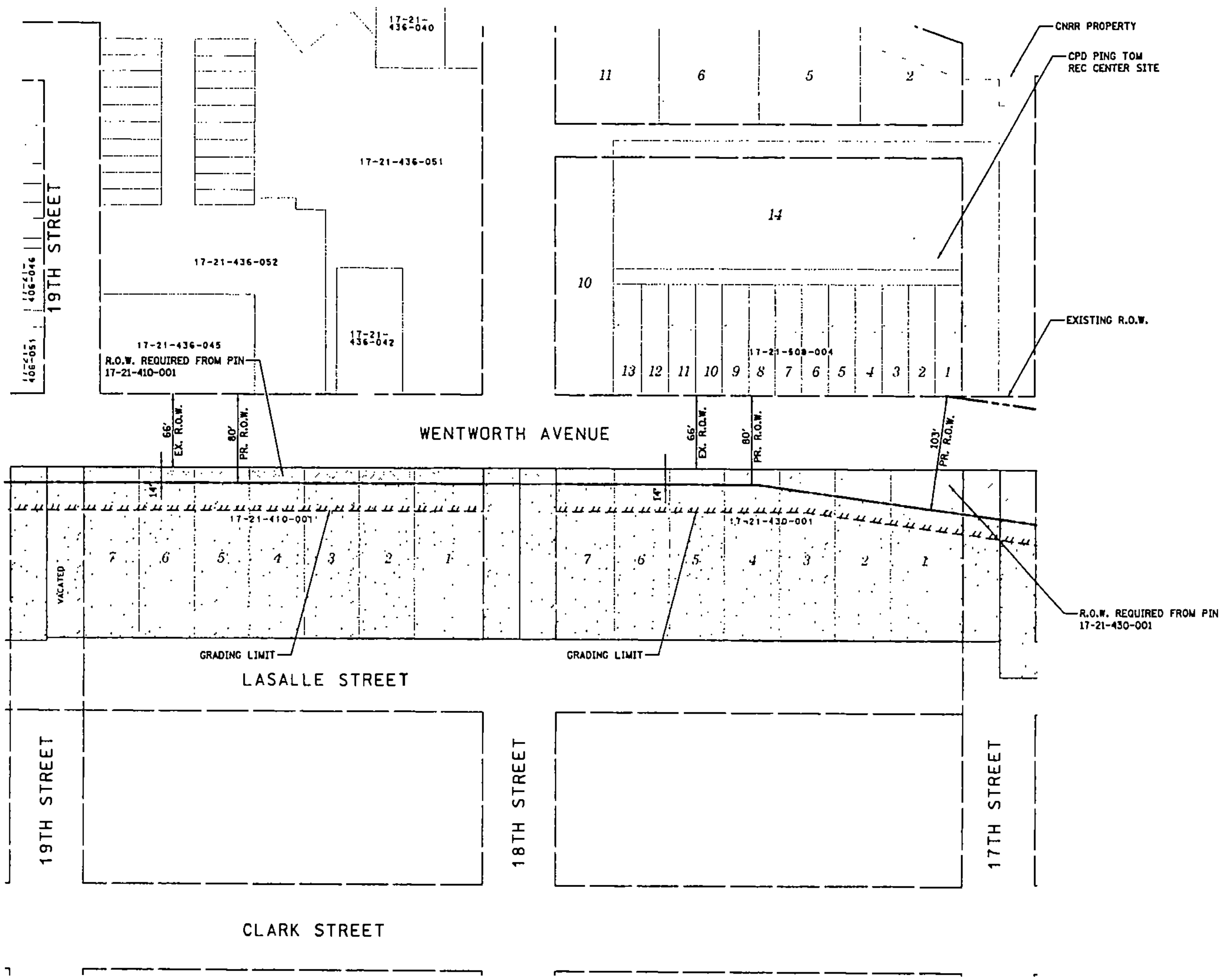
17-21-428-002
17-21-428-003
17-21-431-074
17-21-406-076
17-21-406-066
17-21-406-013
17-21-406-025
LEGEND
= IDOT PROPERTY, JT* POSSIBLE FOR MAINTENANCE
= IDOT PROPERTY, JT* REQUIRED FOR ROADWAY CONSTRUCTION
= IDOT PROPERTY, JT* NOT REQUESTED
JT* = JURISDICTIONAL TRANSFER TO CITY
N
50 0 50 100
HORIZONTAL SCALE IN FEET
CITY OF CHICAGO
JURISDICTIONAL TRANSFER BETWEEN
IDOT AND CITY OF CHICAGO
WELLS-WENTWORTH CONNECTOR PROJECT
EXHIBIT A SHEET 1
APRIL 11, 2014



LEGEND

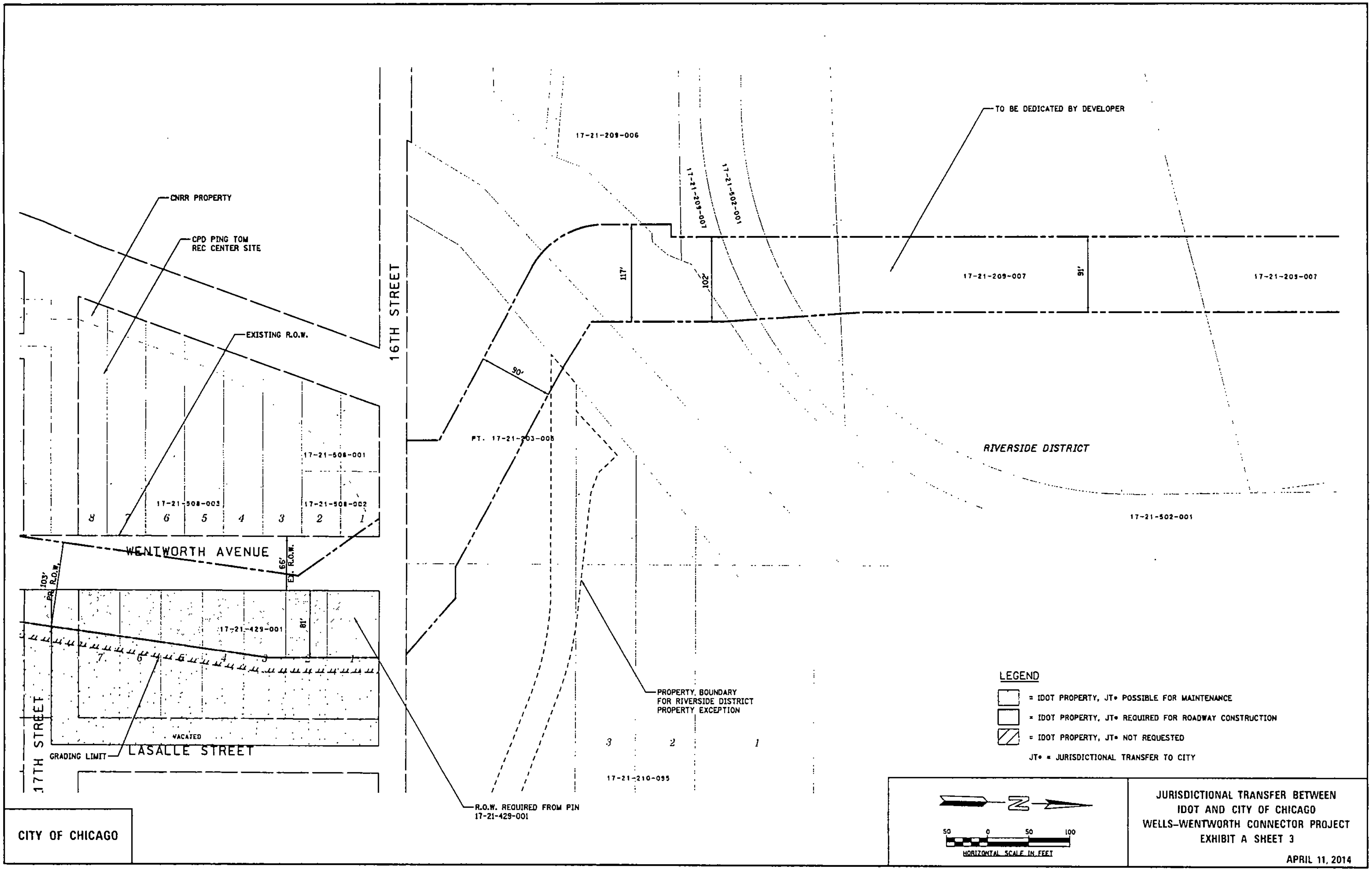
- = IDOT PROPERTY, JT* POSSIBLE FOR MAINTENANCE
- = IDOT PROPERTY, JT* REQUIRED FOR ROADWAY CONSTRUCTION
- = IDOT PROPERTY, JT* NOT REQUESTED

JT* = JURISDICTIONAL TRANSFER TO CITY

CITY OF CHICAGO

JURISDICTIONAL TRANSFER BETWEEN
IDOT AND CITY OF CHICAGO
WELLS-WENTWORTH CONNECTOR PROJECT
EXHIBIT A SHEET 2

APRIL 11, 2014



LEGEND

= IDOT PROPERTY, JT• POSSIBLE FOR MAINTENANCE
= IDOT PROPERTY, JT• REQUIRED FOR ROADWAY CONSTRUCTION
= IDOT PROPERTY, JT• NOT REQUESTED
JT• = JURISDICTIONAL TRANSFER TO CITY

CITY OF CHICAGO

JURISDICTIONAL TRANSFER BETWEEN
IDOT AND CITY OF CHICAGO
WELLS-WENTWORTH CONNECTOR PROJECT
EXHIBIT A SHEET 3

APRIL 11, 2014

City of Chicago

O2014-4086

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment No. 2 to Tax Increment Financing (TIF) for 47th/Halsted
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance amending the 47^{th} / Halsted TIF Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, under ordinances adopted on May 29, 2002, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 85676 to 85904, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "47th and Halsted Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area (the foregoing three ordinances are collectively referred to herein as the "TIF Ordinances"); and

WHEREAS, under an ordinance adopted on November 13, 2013, and published in the Journal for such date at pages 63293 to 63297, the Corporate Authorities approved Amendment No. 1 to the Original Plan to change the land use of certain parcels ("Amendment No. 1," and together with the Original Plan, the "Plan"); and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, amendments to a redevelopment plan which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, the Corporate Authorities now desire further to amend the Plan by amending the Generalized Land Use Plan map to change the proposed land use for certain other parcels, which such amendment shall not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out inthe redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

SECTION 2. Approval of Amendment Number 2 to the Plan. The amendment of the Plan to change the proposed land use for parcels located on the northeast corner of 43rd Street and Wells Street (bounded by South Wells Street on the west, West 43rd Street on the south, South Wentworth Avenue on the east, and the eastern extension of the northern boundary line of the new public alley to be dedicated on the north), from residential/institutional to residential/commercial/institutional, is hereby approved. Exhibit C to the Plan, "Generalized Land Use Plan" is hereby replaced in its entirety with Exhibit C, "Generalized Land Use Plan-Revised, April 2014," a copy of which is attached hereto as Exhibit 1. Except as amended hereby, the Plan shall remain in full force and effect.

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

SECTION 4. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

EXHIBIT 1

AMENDMENT NUMBER 2

See attached for Exhibit C, "Generalized Land Use Plan-Revised, April 2014"

Generalized Land Use Plan - Revised, April 2014

Exhibit C

47th and Halsted Redevelopment Area

City of Chicago, Illinois