



City of Chicago Office of the City Clerk

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

Legislation Referred to Committees at the Chicago City Council Meeting 10/8/2014

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
1	O2014-8091	Permit Extension Agreement with Metropolitan Water Reclamation District of Greater Chicago for access to property at 31st Street and Sacramento Ave	Emanuel (Mayor) Housing
2	O2014-8113	Acquisition of property in 3800 and 3804 blocks of S Dearborn St	Emanuel (Mayor) Housing
Agreement(s) - Intergovernmental			
3	O2014-8102	Intergovernmental agreement with Chicago Park District for rehabilitation and improvements to Steelworkers Park at 3801 E 87th St	Emanuel (Mayor) Finance
4	O2014-8103	Intergovernmental agreement with Public Building Commission of Chicago for improvements to Stockyards Bank Building at 4146 S Halsted St	Emanuel (Mayor) Finance
5	O2014-8638	First amendment to intergovernmental agreement with Public Building Commission of Chicago for construction of Lindbloom Math and Science Academy parking lot	Emanuel (Mayor) Finance
Appointment(s)			
6	A2014-97	Appointment of Carolina G. Jayaram as member of Cultural Affairs and Special Events Advisory Council	Emanuel (Mayor) Special Events
7	A2014-98	Appointment of Chay Yew as member of Cultural Affairs and Special Events Advisory Council	Emanuel (Mayor) Special Events
8	A2014-99	Appointment of Maria Pinto as member of Cultural Affairs and Special Events Advisory Council	Emanuel (Mayor) Special Events
Committee/Public Hearing(s)			
9	R2014-714	Call for hearing(s) on issue of postal reform and U.S. Senators Dick Durbin and Mark Kirk urge to support postal reform legislation	Emanuel (Mayor) Austin (34) Dowell (3) Harris (8) Graham (29) Thompson (16) Burnett (27) Budget
Fund 925 Amendment(s)			
10	O2014-8642	Annual Appropriation Ordinance Year 2014 amendment within Fund No. 925 for Department of Public Health	Emanuel (Mayor) Budget

Legislation Referred to Committees at the Chicago City Council Meeting

10/8/2014

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
Municipal Code Amendment(s)				
11	O2014-8347	Amendment of Municipal Code Chapter 2-160 by modifying provisions of City policy regarding employment discrimination	Emanuel (Mayor) Mitts (37) Burnett (27) Graham (29) Ervin (28) Brookins (21) Austin (34) Suarez (31) Harris (8) Moore (49)	Human Relations
12	O2014-8352	Amendment of Municipal Code Chapters 9-104 and 9-112 establishing Taxi Driver Fairness Ordinance of 2014	Emanuel (Mayor) Beale (9) Thompson (16) Mitts (37) Silverstein (50) Laurino (39) Moore (49) O'Connor (41) Suarez (31) Burnett (27) Pawar (47) Harris (8) Moreno (1) Austin (34) O'Connor (40) Osterman (48) Cappleman (46) Burns (4) Holmes (7) Reboyras (30)	Joint Transportation/License
13	O2014-8362	Amendment of Municipal Code Section 3-12-050 by modifying provisions for senior sewer charge exemption	Emanuel (Mayor) Quinn (13) Austin (34) Burke (14) Suarez (31) Solis (25) Brookins (21) Cochran (20) O'Shea (19) Harris (8) Burnett (27) Mitts (37) Cullerton (38) O'Connor (40) O'Connor (41) Zalewski (23) Reboyras (30) Silverstein (50) Osterman (48)	Finance

Legislation Referred to Committees at the Chicago City Council Meeting

10/8/2014

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
14	O2014-8373	Amendment of Municipal Code Section 2-14-155 by modifying defenses to building code violations regarding smoke and carbon monoxide detectors	Emanuel (Mayor) Burke (14) Balcer (11) Solis (25)	Zoning
15	O2014-8402	Amendment of Municipal Code by modifying Section 17-12-1005-D and adding new Section 17-12-1104 regarding establishment of Chicago River Corridor Special Sign District	Emanuel (Mayor) Reilly (42)	Zoning
16	O2014-8630	Amendment of Municipal Code Chapters 2-120 and 2-160 regarding sexual assault victims' bill of rights	Emanuel (Mayor) Burke (14) Thomas (17)	Finance/Human Relations
Open Space Impact Fee(s)				
17	O2014-8120	Conveyance of property and associated expenditure of Open Space Impact Fee funds for Eugene Field Park	Emanuel (Mayor)	Housing
Reappointment(s)				
18	A2014-100	Reappointment of Tina Travlos Nihlean as member of Special Service Area No. 26, Broadway Commercial District Commission	Emanuel (Mayor)	Finance
19	A2014-101	Reappointment of Heather J. Hill as member of Special Service Area No. 54, Sheridan Road Commission	Emanuel (Mayor)	Finance
20	A2014-95	Reappointment of Homer H. Bryant, Kevin Coval, Jeanne K. Gang, Sandra P. Guthman, Mary Ittelson, Eileen LaCario, Shirley R. Madigan, Sheila O'Grady, Jane M. Saks, Howard A. Tullman, Ernest C. Wong and Baraka de Soleil as members of Cultural Affairs and Special Events Advisory Council	Emanuel (Mayor)	Special Events
21	A2014-96	Reappointment of Carol L. Adams, Anita Blanchard, Antonia J. Contro, Nora Daley, Jay L. Franke, Theaster Gates, Jr., Marjorie S. Halperin, Ra O. Joy, Diana L. Martinez, Mike Reed, Rebecca A. Sander, Roell A. Schmidt, Michael P. Thornton and Angel M. Ysaguirre as members of Cultural Affairs and Special Events Advisory Council	Emanuel (Mayor)	Special Events
Sale of City-owned Property				
22	O2014-8084	Sale of various City-owned properties within Englewood, West Englewood, Woodlawn and Washington Park community areas and parts of Greater Grand Crossing, New City and Fuller Park community areas	Emanuel (Mayor)	Housing



City of Chicago



O2014-8091

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Permit Extension Agreement for General Permit with Metropolitan Water Reclamation District of Greater Chicago for access to property at 31st Street and Sacramento Ave
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 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 a permit agreement with the Metropolitan Water Reclamation District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

1964

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Permit Extension Agreement for the General Permit with the Metropolitan Water Reclamation District of Greater Chicago governing the City's access to approximately 4.35 acres of land property located at 31st Street and Sacramento Avenue; such General Permit to be approved as to form and legality by the Corporation Counsel in substantially the following form:

PERMIT EXTENSION AGREEMENT

THIS PERMIT EXTENSION AGREEMENT, made this 4th day of September, 2014, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter called the "District" and CITY OF CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois hereinafter called "Permittee."

WITNESSETH:

WHEREAS, the District and Permittee, on 21st day of November, 2013, entered into a certain Permit Agreement granting Permittee a permit and license to use the following described real estate situated in the County of Cook, State of Illinois, for the sole and exclusive purpose of warehouse, garage shop, storage, parking, office space and related municipal functions on approximately 4.35 acres of District real estate located at 31st and Sacramento Ave., in Chicago, Cook County, Illinois, and known as Main Channel Atlas Parcels 42.01 and 42.15, and for no other purpose whatsoever, for the period commencing on the 1st day of April, 2013, and expiring on the 30th day of September, 2014 and said premises are depicted in the attached Exhibit A;

WHEREAS, the occupancy term provided under said Permit Agreement was set to expire by its own terms on September 30, 2014;

WHEREAS, the District and Permittee desire to enter into this 6-month Permit Extension Agreement, extending the occupancy term provided under said Permit to March 31, 2015;

NOW, THEREFORE, for and in consideration of \$37,500.00 (Thirty-Seven Thousand Five Hundred and No/100) in hand paid by the Permittee to the District, the promises, covenants, conditions, agreements and undertakings hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the District and the Permittee agree as follows:

- 1. All of the foregoing recitals, which constitute the factual basis for this transaction, are incorporated by reference herein and made a part hereof.**
- 2. The Permit Agreement dated November 1, 2013, by and between the District and Permittee granting a use provided unto the Permittee with respect to said real estate, for the period of April 1, 2013, to September 30, 2014, is incorporated by reference herein and made a part hereof as though set forth in full.**
- 3. The expiration date of said Permit Agreement, being September 30, 2014, is hereby extended to March 31, 2015, at which time all rights of Permit-**

tee hereunder and by virtue of said Permit Agreement, shall cease and terminate.

4. All terms and conditions of said Permit Agreement, shall remain in full force and effect during this extension period, except those covenants in said Permit Agreement, which survive the expiration, which Permittee hereby agrees to honor.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be executed in triplicate by their duly authorized officers, duly attested, and their corporate seals to be hereunder affixed.

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

By: _____
Mariyana T. Spyropoulos
Chairman of Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

CITY OF CHICAGO

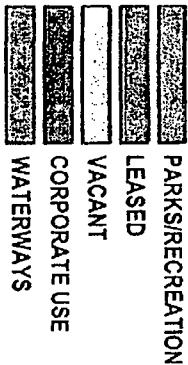
By: _____

ATTEST:

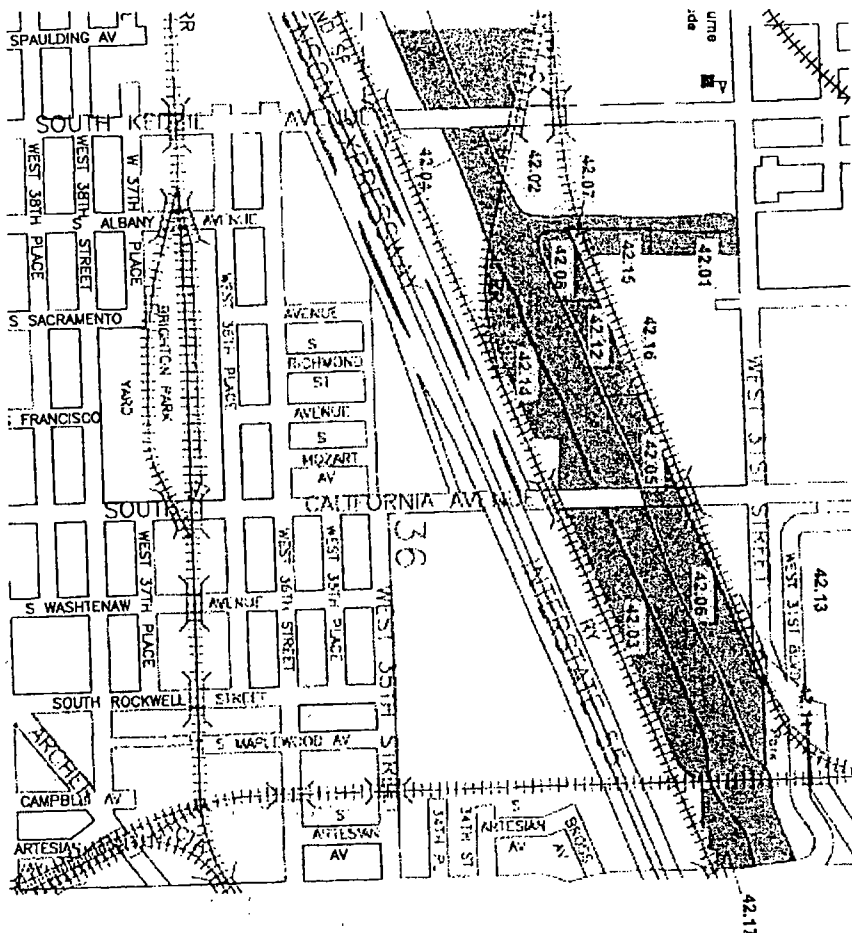
By: _____

Title: _____

RIGHT OF WAY OF THE MAIN CHANNEL



Parcel No.	Parcel Use or Leasee	Leasee	Acres	Term of Lease	Remarks
42 01	City of Chicago	NL-024	2.86	03-31-13 to 04-01-2014	
42 02	Vacant		1.50		
42 03	American Oil Company	NL-113	11.66	10-01-15 to 09-30-2014	
42 04	Bentley & Co. Inc.	NL-243	0.66	03-01-01 to 06-01-2010	
42 05	Gunnery, Inc.	NL-043	4.63	05-01-18 to 04-30-2017	
42 06	California Auto Reclamation	NL-017	11.97	05-01-18 to 05-31-2017	
42 07	Vacant		0.52		
42 08	Lakeshore Recycling Systems	NL-234	3.48	07-15-00 to 06-14-2030	
42 09	Deleved				
42 10	Vacant		1.19		
42 11	Vacant				
42 12	Lakeshore Recycling Systems	NL-233	4.63	07-15-00 to 06-14-2030	Both Parcels
42 13	Vacant		0.59		
42 14	VOCA Plume Inc.	NL-107	6.46	03-31-13 to 02-28-2052	
42 15	City of Chicago	NL-024	2.3	03-01-92 to 04-01-2014	
42 16	Gunnery G.P.M.	NL-029	1.32	02-01-09 to 04-30-2017	
42 17	Chicago Park District	NL-058	2.87	09-06-02 to 09-06-2011	



SCALE OF MILES

Revised 3/14

42



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state
aforesaid, DOES HEREBY CERTIFY that _____,
(name)
personally known to me to be the _____,
(title)
of _____, a municipal corporation, and
(village/town/city)
_____, personally known to me to be
(name)
the _____ of said municipal corporation
(title)
and personally known to me to be same persons whose names are subscribed
to the foregoing instrument, appeared before me this day in person and severally
acknowledged that as such _____
(title)
_____ and _____
(title cont'd.) (title)
of said corporation, duly executed said instrument in behalf of said municipal
corporation and caused its corporate seal to be affixed thereto pursuant to
authority given by the corporate authority of said municipal corporation, as
its free and voluntary act and as the free and voluntary act and deed of said
municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20____.

My Commission expires:

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____.

A.D. 20 ____.

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee_____

Insurance_____

Bond N/A

**31st Street and Sacramento Avenue
General Permit Extension**

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



City of Chicago



O2014-8113

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acquisition of property in 3800 and 3804 blocks of S Dearborn St
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 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 acquisition of property located in the 3800 block of South Dearborn Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1964

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, pursuant to ordinances adopted by the City Council of the City of Chicago ("City Council") on January 14, 2004 and published in the Journal of the Proceedings of the City Council of such date, a certain redevelopment plan and project (the "Plan") for the 35th / State Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.; the "Act"); the Area was designated as a redevelopment project area pursuant to the Act; and tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, the Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and help to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, the Department of Planning and Development ("Department") has identified two (2) parcels of real property in the Area that the City may acquire in furtherance of the redevelopment objectives set forth in the Plan, either through negotiated sale or by exercise of the City's eminent domain power and authority; and

WHEREAS, it is necessary to acquire these two (2) parcels of property, located in the Area and listed on the attached Exhibit A (the "Acquisition Parcels"), in order to achieve the objectives of the Plan, which include, among other things, reducing or eliminating conditions that qualify the Area as a redevelopment area; and

WHEREAS, by Resolution No. 14-CDC-37, adopted by the Community Development Commission of the City of Chicago ("Commission") on September 9, 2014, the Commission recommended the acquisition of the Acquisition Parcels; and

WHEREAS, the City Council finds such acquisitions to be for the same purposes as those set forth in Divisions 74.2 and 74.4 of the Illinois Municipal Code;

WHEREAS, the City Council further finds that such acquisition and exercise of power of eminent domain shall be in furtherance of the Plan, which was first adopted in 2004 in accordance with the Act, as recited above, and was in existence prior to April 15, 2006; and

WHEREAS, the City Council further finds that prior to April 15, 2006, the Plan included an estimated \$10,000,000 in property assembly costs as a budget line item in Table 2 to the Plan,

and also described property assembly as a part of the redevelopment project for the Area, including in Section 5 of the Plan; and

WHEREAS, the City Council further finds that the Acquisition Parcels were included in the Area prior to April 15, 2006, that there has been no extension in the completion date of the Plan and that the Acquisition Parcels are not located in an industrial park conservation area; **now, therefore,**

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

SECTION 1. The foregoing recitals are hereby 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 of Chicago acquire the Acquisition Parcels for public purposes and for purposes of implementing the objectives of the Plan for the Department.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) for the purchase of the Acquisition Parcels. If the Corporation Counsel and the owner(s) are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcels on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of the Acquisition Parcels on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcels as listed on Exhibit A under the City's power of eminent domain. Such acquisition efforts shall commence within ten (10) years of the date of the publication of this ordinance. For each Acquisition Parcel, commencement shall be deemed to have occurred upon the City's delivery of an offer letter to the owner(s) of such Acquisition Parcel.

SECTION 4. The Commissioner of the Department is 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 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

EXHIBIT A

Acquisition Parcels
(Subject to Final Survey and Title Commitment)

<u>ADDRESS</u>	<u>P.I.N.</u>	<u>Vacant or Improved</u>
3800 S. Dearborn Street	17-33-420-024	Vacant
3804 S. Dearborn Street	17-33-420-025	Vacant



City of Chicago



O2014-8102

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District for rehabilitation and improvements to Steelworkers Park at 3801 E 87th St
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 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 Park District for development of Steelworkers Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



100-100000

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 as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through its Department of Planning and Development (“**DPD**”) and the Chicago Park District (the “**Park District**”), an Illinois municipal corporation each desire to enter into an agreement whereby the City through DPD will reimburse the Park District for certain capital costs incurred by the Park District for the improvements for Steelworkers Park in the Southworks Industrial TIF; now, therefore,

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

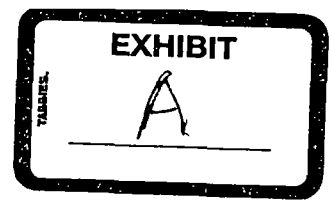
Section 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. Authority. Subject to the approval of the Corporation Counsel, the Commissioner of DPD (the “**Commissioner**”) or a designee of the Commissioner are each hereby authorized to execute and deliver the Agreement between the City of Chicago and the Chicago Park District concerning Steelworkers Park (the “**Agreement**”) in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions thereto as the Commissioner or the Commissioner’s designee shall approve (execution of the Agreement by the Commissioner or the Commissioner’s designee 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 implementation of the Agreement.

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

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

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



**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE
CHICAGO PARK DISTRICT
CONCERNING STEELWORKERS PARK**

This Agreement ("**Agreement**") is made this ____ day of _____, 20__ (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of 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 individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

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

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

C. The Park District seeks payment or reimbursement of funds expended for the rehabilitation of and improvements made to Steelworkers Park (the "**Project**"), a 16.5 acre park located at 3801 E. 87th Street and legally described in Exhibit A (the "**Property**").

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

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

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on, November 3, 1999 and published in the Journal of the Proceedings of the City Council (the "**Journal**") for said date at pages 13459 to 13522, the City Council: (i) approved and adopted a redevelopment plan and project (the "**Plan**") for a portion of the City known as the 'Southworks Industrial Redevelopment Project Area' (the "**Southworks Industrial Redevelopment Area**"); (ii) designated the Southworks Industrial Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Southworks Industrial 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 Southworks Industrial Redevelopment Project shall be known as the "**Southworks Industrial Increment**").

H. DPD wishes to make available to the Park District a portion of the Southworks Industrial Increment in an amount not to exceed a total of \$676,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Southworks Industrial Redevelopment Area to the extent and in the manner provided in this Agreement.

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

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

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

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

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

N. On January 15, 2014, the Park District's Board of Commissioners passed a resolution expressing its desire to cooperate with the City in the completion of the Project and authorizing the execution of this Agreement (the "**Park District Ordinance**").

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

AGREEMENT:

SECTION 1. THE PROJECT.

1.1. No later than 36 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 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 plans and specifications for the Project (the "**Plans and Specifications**") shall at a minimum meet or shall have met the general requirements set forth in **Exhibit B** hereof and shall be provided to the City by the Park District prior to the disbursement of the TIF Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

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

SECTION 2. FUNDING

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

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

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

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

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

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

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

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

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

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

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

2.6. The current estimate of the cost of the Project is \$676,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will reimburse the Park District with the TIF Assistance for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park

District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed with the City in order to complete the Revised Project with the available funds.

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

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

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

SECTION 3. TERM.

3.1. The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Southworks Industrial 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. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and phase II environmental audits for the Property, if applicable. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

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

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

SECTION 5. INSURANCE.

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

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

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

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

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

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

5.2. The Park District will furnish the City at the address stated in **Section 8.13**, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an

expiration or renewal date occurring during the term of this Agreement. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

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

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

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

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

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

SECTION 7. DEFAULT.

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

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

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

7.4. 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 Ordinances. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

City of Chicago
Department of Planning and Development
Attention: Commissioner
121 N. LaSalle Street, 10th Floor

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) 742-5726 (Fax)

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

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

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

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

For the City: Nelson Chueng
City of Chicago
Department of Planning and Development
City Hall, Room 905
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-1074

(312) 744-6550 (Fax)

For the Park District: Rob Rejman
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.

[The remainder of this page is intentionally blank.]

[Signatures appear on the following page.]

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

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

By: _____
Kantrice Ogletree
Secretary

Exhibit A

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

General Location: 3801 E. 87th Street

P.I.N.S: 213-221-301-20000
213-221-301-70000
260-520-000-60000

Legal Description: Attached to this Exhibit A

PARCEL 11a LAKEFRONT PARK SOUTH EAST

THOSE PARTS OF BLOCK 2 AND 3 IN ILLINOIS STEEL COMPANY'S SOUTH WORKS RE-SUBDIVISION OF LOTS, PIECES AND PARCELS OF LAND IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST AND IN SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE ON AN ASSUMED BEARING OF NORTH 6 DEGREES 15 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 2, 1080.19 FEET TO THE SOUTH LINE OF THE NORTH SLIP, SAID SLIP AS INDICATED IN SAID RESUBDIVISION; THENCE SOUTH 88 DEGREES 31 MINUTES 57 SECONDS WEST ALONG SAID SOUTH LINE, 301.05 FEET TO A POINT ON A LINE BEING 300.00 FEET WESTERLY OF, AS MEASURED PERPENDICULARLY TO, THE EAST LINE OF SAID BLOCK 2, THENCE SOUTH 6 DEGREES 15 MINUTES 26 SECONDS EAST ALONG SAID LINE BEING PARALLEL WITH SAID EAST LINE, 708.26 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 23 SECONDS EAST, 47.44 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST, 140.44 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 23 SECONDS WEST, 34.05 FEET TO A POINT ON SAID PARALLEL LINE, THENCE SOUTH 6 DEGREES 15 MINUTES 26 SECONDS EAST ALONG SAID PARALLEL LINE, 55.25 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, WHICH CHORD BEARS SOUTH 38 DEGREES 10 MINUTES 41 SECONDS WEST, 93.06 FEET TO A POINT; THENCE SOUTH 82 DEGREES 36 MINUTES 47 SECONDS WEST, 59.94 FEET TO A POINT; THENCE SOUTH 15 DEGREES 07 MINUTES 23 SECONDS EAST, 1491.78 FEET TO A POINT ON THE NORTHERLY LINE OF BLOCK 4 OF SAID RESUBDIVISION; THENCE NORTH 59 DEGREES 50 MINUTES 12 SECONDS EAST ALONG SAID NORTHERLY LINE, 206.56 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 3; THENCE NORTH 6 DEGREES 15 MINUTES 26 SECONDS WEST, 1251.14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH ANY AND ALL INTEREST IN LANDS ABUTTING AND LYING EASTERLY OF THE ABOVE DESCRIBED PARCELS AND BEING ADJACENT TO THE SHORE OF LAKE MICHIGAN SAID PARCEL CONTAINING 16.56 ACRES, MORE OR LESS.

Exhibit B

Plans and Specifications

See attached

[To be attached at closing]

Exhibit C

**Project Budget /
TIF-Funded Improvements**

Uses Budget:

Fencing	\$ 130,000
Debris removal	\$ 56,000
Utilities	\$180,000
Climbing wall	\$ 110,000
Grading	\$ 20,000
Survey	\$ 20,000
Driveway	\$ 20,000
Prior design	\$ 50,900
Prior path construction	<u>\$ 89,100</u>
Total =	\$676,000

Sources Budget:

Chicago Park District	\$ 0
South Works TIF	<u>\$ 676,000</u>
Total	676,000

Exhibit D

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

\$ _____

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

\$ _____

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

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

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

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

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.

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



City of Chicago



O2014-8103

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Public Building Commission for improvements to Stockyards Bank Building at 4146 S Halsted St
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

At the request of the Public Building Commission, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement for the Stockyards Bank building.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

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

WHEREAS, on March 18, 1956, the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission"), an Illinois municipal corporation, pursuant to the Public Building Commission Act of the State of Illinois (the "Act") for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services; and

WHEREAS, the Commission is authorized and empowered by the Act to acquire fee simple title to real property, including easements and reversionary interests in streets, alleys and other public places, by purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the Commission; and

WHEREAS, the Commission has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago, the Chicago Park District, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and

WHEREAS, the Commission by resolution number 8101 adopted on September 9, 2014, has agreed to undertake the stabilization of the City-owned Stockyards Bank Building (the "Project") located at 4146 South Halsted Street, Chicago, Illinois (the "Site"); and

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

WHEREAS, to induce certain redevelopment pursuant to the TIF Act, in accordance with the provisions of the TIF Act, pursuant to ordinances adopted on December 11, 1996 and published in the Journal of Proceedings for said date at pages 35876 to 35881, the City Council: (1) approved and adopted a redevelopment plan for the Stockyards Annex Redevelopment Project Area ("Redevelopment Plan") (as amended pursuant to an ordinance adopted by the City Council on October 6, 2005 and published in the Journal of Proceedings for said date at pages 56906 to 57163); (2) designated the Stockyards Annex Redevelopment Project Area (the "Redevelopment Area") as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopted tax increment allocation financing for the Stockyards Annex Redevelopment Project Area (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"); and

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

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

WHEREAS, the City wishes to make available to the Commission a portion of the Increment from the Redevelopment Area in an estimated amount of \$195,000 for the purpose of providing the funds required for the Project in the Redevelopment Area; and

WHEREAS, the Redevelopment Plan contemplates that tax increment financing assistance would be provided for the rehabilitation of existing public or private buildings, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, the City, acting through the Office of Budget and Management and the Department of Planning and Development ("DPD"), intends to participate actively with the Commission in the planning and implementation of the Project including, without limitation, review and approval of design elements and materials and assistance with the preparation and approval of the Project budget and schedule; and

WHEREAS, the City has determined that it is necessary, desirable and in the public interest to enter into an agreement with the Commission in substantially the form attached hereto as Exhibit 1 (the "Agreement") pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth the City's and the Commission's respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project; now, therefore,

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

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

Section 2. The Commissioner of DPD (the "DPD Commissioner") is hereby authorized to execute, subject to the review of the Corporation Counsel as to form and legality, the Agreement and such other documents as are necessary, between the City and the Commission, which may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

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

In particular, but not by way of limitation, the foregoing City officials are each authorized to execute an amendment or amendments to the Agreement in the event that any additional grant or grants for the Project are in future received by the City and appropriated by the City Council for such purpose.

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

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

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE PUBLIC BUILDING COMMISSION OF CHICAGO (STOCKYARDS BANK BUILDING)

This Intergovernmental Agreement (the "Agreement"), dated as of _____, 2014 is made by and between the City of Chicago, an Illinois municipal corporation, having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and the Public Building Commission of Chicago, an Illinois municipal corporation, having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the "Commission").

RECITALS

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

B. On March 18, 1956, the City Council of the City (the "City Council") created the Commission pursuant to the Public Building Commission Act of the State of Illinois (the "Act") for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services.

C. The Commission is authorized and empowered by the Act to acquire fee simple title to real property, including easements and reversionary interests in streets, alleys and other public places, by purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the Commission.

D. The Commission has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago, the Chicago Park District, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.

E. The Commission by resolution number 8101 adopted on September 9, has agreed to undertake the stabilization of the City-owned Stockyards Bank building (the "Project") located at 4146 South Halsted Street, Chicago, Illinois (the "Site").

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

G. To induce certain redevelopment pursuant to the TIF Act, in accordance with the provisions of the TIF Act, pursuant to ordinances adopted on December 11, 1996 and published in the Journal of Proceedings for said date at pages 35876 to 35881, the City Council: (1) approved and adopted a redevelopment plan for the Stockyards Annex Redevelopment Project Area ("Redevelopment Plan") (as amended pursuant to an ordinance adopted by the City Council on October 6, 2005 and published in the Journal of Proceedings for said date at pages 56906 to 57163); (2) designated the Stockyards Annex Redevelopment Project Area as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopted tax increment allocation financing for the Stockyards Annex Redevelopment Project Area (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances").

H. The Site lies wholly within the boundaries of the Redevelopment Area.

I. Under the TIF Act, such incremental ad valorem taxes which pursuant to the TIF Act have been collected and are allocated to pay redevelopment project costs and obligations

incurred in the payment thereof ("Increment") may be used, among other purposes, to pay the cost of public works and improvements as well as to acquire and construct public facilities, as contemplated in a redevelopment plan, and obligations relating thereto.

J. The City wishes to make available to the Commission a portion of the Increment from the Redevelopment Area in an estimated amount of \$195,000 for the purpose of providing the funds required for the Project in the Redevelopment Area to the extent and in the manner provided in this Agreement.

K. The Redevelopment Plan contemplates that tax increment financing assistance would be provided for the rehabilitation of existing public or private buildings, such as the Project, within the boundaries of the Redevelopment Area.

L. The City, acting through the Office of Budget and Management and the Department of Planning and Development ("DPD"), intends to participate actively with the Commission in the planning and implementation of the Project including, without limitation, the development of the Building Program (as hereinafter defined), review and approval of design elements and materials and assistance with the preparation and approval of the Budget and the Schedule (as hereinafter defined).

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

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

DEFINITIONS

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

Act: The Public Building Commission Act of the State of Illinois, 50 ILCS 20/1 *et seq.* (1994), as amended from time to time.

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

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

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

Board: The Board of Commissioners of the Public Building Commission of Chicago.

Budget: The budget for the design and construction of the Project as set forth on Exhibit B attached hereto. For purposes of this Agreement, the term "Budget" includes, as the case may be, preliminary budget(s) established by the City and final budget(s) as determined by the Budget Director, the Authorized DPD Representative and the Commission as a result of the review process more fully described in Section 2.2 hereof.

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

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

Certificate of Final Acceptance: The certificate, substantially in the form attached hereto as Exhibit C2, which shall be delivered by the Commission to DPD to certify that a Certificate of

Final Completion has been issued by the Architect of Record for the Project, that the Commission has verified that all punch list work has been completed, and that all deliverables, including but not limited to the items as provided in Section 10.6, have been transmitted to DPD

[Intentionally Omitted].

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

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

City Council: The City Council of the City.

Commission: The Public Building Commission of Chicago, an Illinois municipal corporation.

Contract: A contract, including all of the Contract Documents as described therein, between the Commission and a Contractor to perform services and/or provide labor, materials, equipment and other Work and facilities required for the completion of the Project. For purposes of this Agreement, the term "Contract" may include a professional services agreement, general construction contract, construction management contract or other form of agreement for Project-related activities.

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

Contractor: An individual or firm that contracts with the Commission to perform services and/or provide Work in connection with the Project in accordance with the Standard of

Performance as provided in this Agreement. For purposes of this Agreement, the term "Contractor" may include a general or specialty contractor, subcontractor, design entity, construction manager, environmental consultant or other consultants engaged by the Commission to implement the Project.

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

Executive Director: The Executive Director, including the duly designated representative thereof, of the Commission.

Final Completion: The last date on which all of the following events have occurred: the Commission in consultation with the Authorized DPD Representative, has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract Documents; final inspections have been completed and operating systems and equipment testing have been completed; all deliverables as provided in Section 10.6 hereof including, but not limited to, all warranties, operations/maintenance manuals, and as-built drawings, have been provided to the Commission and forwarded to DPD; any LEED Commissioning responsibilities required by the Contract Documents have been completed; and all contractual requirements for final payment to the Contractor have been completed.

DPD: The Department of Planning and Development of the City.

IEPA: The Illinois Environmental Protection Agency.

Municipal Code: The Municipal Code of Chicago.

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

Project: As defined in the Recitals.

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

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

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

Site: The real estate parcel or area upon which the Project will be constructed.

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

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

Substantial Completion: The date on which the Architect of Record has issued a Certificate of Substantial Completion to certify that the Project has been essentially completed in accordance with the Contract Documents except for Punch List Work that will not preclude the beneficial use and occupancy of the Project for the purpose intended.

Work: Work means the obligations of the Contractor under the Contract Documents. Work includes, unless specifically excluded by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence,

permits, inspections, insurance, taxes and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

SECTION I INCORPORATION OF RECITALS AND DEFINITIONS

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

SECTION II SCOPE OF PROJECT

2.1. Project. The Commission will coordinate and manage the planning, design and construction of the Project on behalf of the City. The Project will be undertaken by the Commission pursuant to the terms of this Agreement, the Act, the Contract Documents, the Municipal Code and all other applicable rules, regulations, statutes and ordinances.

2.2 Review of Project. The parties by their designated representatives will review the proposed design, scope of the Work, the preliminary Budget, remediation of environmental conditions, site preparation work, zoning and any other factors that may affect the coordination or cost of the Project or the Schedule. Upon completion of such review procedures, the parties shall approve in writing the Building Program, the final Budget and the Schedule for such Project. Following such approval, the Commission shall proceed with the implementation of the Project in accordance with the terms of this Agreement.

SECTION III RESPONSIBILITIES OF THE PARTIES

3.1 The Commission. In discharging its obligations to construct the Project on behalf of the City, the Commission will perform construction administration and management services. Specific responsibilities of the Commission with respect to the implementation of the Building Program include, but are not limited to, the following:

3.1.1 [intentionally omitted];

3.1.2 [intentionally omitted];

3.1.3 [intentionally omitted];

3.1.4 [intentionally omitted];

3.1.5 [intentionally omitted];

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

3.1.7 [intentionally omitted];

3.1.8 [intentionally omitted];

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.22 Enforce the Standard of Performance in all Work.

3.1.23 Incorporate into each Contract the following representation and warranty:

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

3.2 The City. The Budget Director, in consultation with the Authorized Commission Representative, shall determine the nature and scope of the Project. The City shall pay all costs of implementing the Project as set forth in the Budget for the Project. In no event shall the Commission be obligated to pay, nor shall the Commission disburse any funds from the Project Account that exceeds the overall Budget for the Project without the written approval of the Budget Director. The Commission may re-allocate funds among line items within the Budget which do not increase the overall Budget for the Project as more fully described in Section 9 hereof. Specific responsibilities of the City include, but are not limited to, the following:

3.2.1 Provide information to the Commission regarding the requirements of the Building Program, including the design objectives, constraints and criteria, space requirements and relationships, and Site requirements, with reasonable promptness in order to avoid delay in the progress of such Project;

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

3.2.3 Designate the Authorized DPD Representative to act on the City's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to the design and construction of a Project;

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

3.2.5 Pay all costs incurred by the Commission in connection with the implementation of the Project as provided in the Budget;

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

3.2.7 [intentionally omitted]; and

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

SECTION IV SITE AVAILABILITY AND ACCESS

4.1 [intentionally omitted]

4.2 [intentionally omitted]

4.3 Right of Entry. It is expressly acknowledged and agreed that the Commission and the City and their respective employees, consultants and the Contractor shall have the right to enter upon the Site or portion thereof owned by the Commission or the City for purposes associated with the development and implementation of the Project and other related facilities and the completion of the Project without further authorization by the Commission or the City. Any Contractor that may enter upon the Site for such purposes at the direction of the Commission or the City, as applicable, will be required to indemnify the Commission or the City, as applicable, and their respective commissioners, officials, employees, agents and representatives from and against all claims arising out of such entry and to provide to the Commission and DPD, upon request, certificates of insurance evidencing the types and limits of insurance as specified on Exhibit E. The Commission and the City shall be named as additional insured on all such insurance policies. The City shall cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Site, and execute any applications for permit or the like as may be required in order to develop and construct any such Project.

4.4 Unpermitted Encumbrances. Neither the Commission nor the Contractor nor any of their respective commissioners, officials, representatives, designees, agents, successors or

assignees shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Site.

4.5 [Intentionally Omitted].

SECTION V ENVIRONMENTAL CONDITIONS

5.1 Reports and Studies. It shall be the responsibility of the Commission, at the sole cost and expense of the City, to investigate and determine the soil and environmental condition of the Site, including obtaining a Phase I environmental audit and, if applicable, a Phase II environmental audit of the Site. A copy of any such reports that may have been obtained by the Commission regarding the environmental condition of the Site or the geology thereof shall be provided to the City after such report becomes available to the Commission. Neither the City nor the Commission makes any covenant, representation or warranty as to the environmental condition of the Site or the suitability of the Site for the Project.

5.2 Environmental Remediation. In the event that adverse environmental conditions of the Site are discovered as a result of the investigation of the soil and environmental conditions that preclude the use of the Site for its intended purpose, the Commission will undertake or cause to be undertaken the remediation of such adverse environmental condition with funds allocated in the Budget for such purpose. All environmental costs and expenses that exceed the amount allocated in the Budget for such purpose shall be subject to the prior written approval of the Budget Director. The nature and extent of such remediation will be determined by the Commission in consultation with representatives of DPD and IEPA, if applicable. In no event shall the Commission incur any cost or expense as a result of the condition of the Site or the remediation of environmental conditions thereon in excess of the amount provided by the City. If the cost of the environmental remediation action exceeds the budgeted amount approved by the City, the Commission shall promptly notify the Budget Director and the parties shall mutually agree upon appropriate action to be taken.

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

SECTION VI CONSTRUCTION OF THE PROJECT

6.1 Preparation of Contract Documents. The Commission shall determine whether to appoint an Architect of Record as defined above or other design entity, to prepare design documents, issue a request for proposals that includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids or proposals for the construction of the Project. The Commission shall provide a copy of such design submittals as may be requested by the Authorized DPD Representative for review and timely approval to determine compliance with the Building Program.

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

6.3 Limited Applicability of Approval. Any approvals of the design of the Project, Site Work or the Contract Documents made by the Authorized DPD Representative for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to federal, state or local law, code or any ordinance or order of the City, nor shall any such approval constitute approval of the quality, structural soundness or the

safety of the Project. It is understood and agreed that the Commission shall act on behalf of the City in ensuring the Contractor's compliance with all applicable laws and requirements.

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

SECTION VII ADMINISTRATION OF THE PROJECT

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

7.2 Coordination with the City. The Commission shall inform the Authorized DPD Representative and the Budget Director of the status of progress regarding the implementation of the Project not less frequently than on a monthly basis and, upon request, provide the Authorized DPD Representative and the Budget Director with a copy of any reports or other documents that may have been obtained by the Commission. As soon as reasonably practicable, the Commission shall provide the Budget Director with any information which may result in an increase in the amount required to complete the Site Work, construction of the Project or cause the construction of the Project to be delayed. The Authorized DPD

Representative shall have the right to inspect the Project at all reasonable times and to attend meetings with representatives of the Commission, the Contractor and others regarding the Project. In order to protect the City and the Commission from incurring additional costs as a result of unauthorized work, any requests or directions that the Authorized DPD Representative may have with respect to the construction of the Project shall be directed to the Authorized Commission Representative and not to the Contractor. The Authorized DPD Representative will provide to the Commission prompt, accurate and complete information regarding the requirements of DPD so that the progress of the Project will not be impeded. All data provided by DPD shall be evaluated by the Authorized Commission Representative, who shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall quality of the Project and the Schedule.

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

7.4 Waiver and Release of Liens. The Commission, as set forth in Section 3.1.15 shall require and procure from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving the Project. This provision shall be construed as being solely for the benefit of the Commission and the City and shall not confer

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

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

SECTION VIII INDEMNITY AND INSURANCE

8.1 Indemnity. Each Contract awarded by the Commission for the Project shall require the Contractor to indemnify, save and hold harmless the Commission and the City, and their respective commissioners, officers, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third

parties arising or alleged to arise out of the Work as a result of any act or omission of the Contractor or any of its subcontractors or any of their respective employees or agents.

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

SECTION IX PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the parties that the cost of completing the Project shall not exceed the sums specified in the final Budget for the Project. All plans, specifications and estimates of costs shall be reviewed by the duly designated representatives of the parties. The fee for the Commission's services for the management and administration of the Project will be included within the Budget and shall not exceed three percent (3%) of the construction cost of the Project and will be billed to the City on a pro rata basis commensurate with the Schedule for construction of the Project. In addition, the City agrees (after approving the Commission's choice of counsel) to pay or reimburse the Commission for all reasonable

legal fees, costs and expenses incurred by the Commission in undertaking the Project as follows:

9.1.1 [Intentionally Omitted].

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

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

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

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

9.1.3.3 The Commission will notify the Budget Director and the Corporation Counsel of any proceeding related to the Project within ten (10) days

following receipt of summons and complaint or as otherwise directed by the Budget Director or the Corporation Counsel;

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

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

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

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

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

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

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

9.2 [intentionally omitted]

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

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

complete Site Work and/or the construction of the Project, the Commission shall notify the Budget Director in writing and the parties shall agree in writing on any future action that may be appropriate. In no event shall the Commission be obligated to expend any funds for the Project in excess of the amounts provided by the City. Any balance remaining in the Project Account upon completion of the Project shall be disbursed by the Budget Director.

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

SECTION X COMPLETION OF THE PROJECT

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

applicable warranty. Repairs or replacements that the Contractor makes under this provision must also include a manufacturer's warranty, if standard with the manufacturer, in addition to the Contractor's Warranty. In the event that the City requires the Commission's assistance to enforce the provisions of the Contract or the manufacturer's warranty, the Commission will cooperate with the City to enforce such Contract and cause the Contractor to correct any such deficient or defective Work or materials and any damage caused by such Work or materials.

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

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

10.4 Notice of Substantial Completion. Upon issuance of the Certificate of Substantial Completion by the Architect of Record, the Commission shall deliver to the Authorized DPD Representative a copy of such certificate. Upon delivery to the Authorized DPD Representative of such certificate along with the Notice substantially in the form attached hereto as Exhibit C1, the Project will be deemed substantially complete according to the Contract Documents except for Punch List Work.

10.5 Transfer of Responsibility. Within five (5) business days following receipt by DPD of the documents as provided in Section 10.4 above, the City shall assume responsibility for the Project from that date forward including, without limitation, costs of operation and maintenance, electricity, gas, water, telecom and other utilities, security, personnel and insurance to a level as determined to be appropriate by the City.

10.6 Certificate of Final Acceptance. Upon issuance of the Certificate of Final Completion by the Architect of Record, the Commission shall deliver to the Authorized DPD Representative a Certificate of Acceptance, substantially in the form attached hereto as Exhibit C2 along with a copy of the Certificate of Final Completion issued by the Architect of Record. The Certificate of Final Acceptance shall certify that each of the following have been completed and appropriate documentation delivered to DPD: environmental reports; permits and licenses; shop drawings; "as-built" contract drawings; operation and maintenance manuals; training of DPD personnel; subcontractor/manufacturers warranties; QA/QC Certification of testing and start-up; commissioning (BAS, HVAC, etc.); and LEEDs Commissioning to USGBC. Upon delivery of such certificates by the Authorized Commission Representative to the Authorized DPD Representative, the Project will be deemed completed and accepted by the City in accordance with the terms of this Agreement.

10.7 Final Payment to Contractor. Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contract Documents and issuance of a Certificate of Final Completion by the Architect of Record, the Commission shall process final

payment to the Contractor in accordance with the procedures set forth in the Contract Documents.

SECTION XI NOTICES

11.1 Notices to Parties. Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City: Commissioner
Department Planning and Development
City of Chicago
121 North LaSalle Street
Room 1000, City Hall
Chicago, Illinois 60602

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

with a copy to: Corporation Counsel
Department of Law
City of Chicago
121 North LaSalle Street
Room 600, City Hall
Chicago, Illinois 60602
Attn: Finance and Real Estate Division

If to the Commission: Executive Director
Public Building Commission of Chicago
50 West Washington Street – Room 200
Chicago, Illinois 60602

with a copy to: Neal & Leroy, LLC
203 North LaSalle Street – Suite 2300
Chicago, Illinois 60601

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

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

SECTION XII MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

CITY OF CHICAGO

By: _____
Andrew J. Mooney
Commissioner
Department of Planning and Development

PUBLIC BUILDING COMMISSION
OF CHICAGO

By: _____
Erin Lavin Cabonargi
Executive Director

EXHIBIT A
[intentionally omitted]

EXHIBIT B
PROJECT BUDGET

(See Attachment)

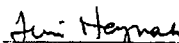
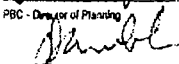
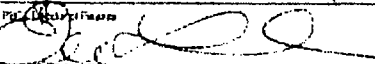
Total Project Budget

Public Building Commission of Chicago • Richard J. Daley Center • 60 West Washington, Room 700 • Chicago, Illinois 60602 • Tel: 312-744-3200 • Fax: 312-744-6005

User Agency: City of Chicago - DPO
 Project: Stockyards Bank Building Stabilization
 Address: 4148 South Halsted Street
 Current Ward/Al: 11
 2016 Ward / Al: 11

Project Number: 04425
 Date: 8/27/2014
 PBC Item #100
 Funding Amount: \$185,000

Cost Codes	G. Code	Group Headings	Underlying Budget (Includes Formulation)	Comments
		Square Footage	TBD	
I		Planning		
01.01		Legal Fees - Planning	\$0	
01.02		Geotechnical Testing - Planning	\$0	
01.03		Environmental Assessment - Planning	\$0	
01.04		Design Architect - Planning	\$0	
01.05		Project Management - Planning	\$0	
01.07		Site Survey / Traffic Studies / LEED Registration	\$0	
01.13		Other Planning Costs	\$0	
		Sub-Total	\$0	
II		Land Acquisition & Site Control		
02.01		Legal Fees - Acquisition	\$0	
02.06		Land Acquisition	\$0	
02.07		Relocation Costs	\$0	
02.08		Abatement, Demolition, Salvage, & Property Management	\$0	
02.11		Utility Service & Relocation Costs	\$0	
02.13		Other Land Acquisition Costs	\$0	
		Sub-Total	\$0	
III		Environmental and Site Preparation		
03.01		Environmental Testing / Consulting & Audit (not UT)	\$0	
03.06		Environmental Remediation & Site Preparation	\$0	
03.09		Site Prep Contract Contingency	\$0	
03.09		Site Prep Allowance	\$0	
03.13		Other Environmental & Site Prep Costs	\$0	
		Sub-Total	\$0	
IV		Design		
04.01		Design Architect Fees	\$0	
04.02		AOR Basic Fees & Reimbursables	\$0	
04.10		Commissioning Agent	\$0	
04.11		Permitting Costs	\$0	
04.13		Other Design Related Costs	\$0	
		Sub-Total	\$0	
V		Project Implementation		
05.01		Project Management Costs	\$18,868	
05.04		Pre-Bid Advertising & Document Reproduction	\$0	
05.06		Community Outreach	\$0	
05.07		Affirmative Action Consulting	\$0	
05.09		PBC Administration	\$6,000	
05.12		Legal Fees - Project Implementation	\$0	
05.13		Other Project Implementation Costs	\$0	
		Sub-Total	\$24,868	
VI		Construction		
06.01		Testing and Inspection	\$0	
06.04		General Construction	\$167,518	
06.05		General Construction Allowances	\$0	
06.06		General Construction Contract Contingency	\$2,513	
06.07		IT Systems	\$0	
06.08		FF&E - Furnishings	\$0	
06.09		Public Artwork Program	\$0	
06.13		Other Project Construction Costs	\$0	
		Sub-Total	\$170,031	
VII		Contingency		
07.01		Project Contingency	\$0	
		Sub-Total	\$0	
		TOTAL PBC BUDGET	\$185,000	
IX		User Agency Budget		
09.01		Item 1	\$0	
09.02		Item 2	\$0	
09.03		Item 3	\$0	
		TOTAL USER AGENCY BUDGET	\$0	
		TOTAL PROJECT BUDGET	\$185,000	

 8-28-14
 PBC - Director of Planning
 9/2/14
 PBC - Director of Planning

 PBC - Executive Director

 FUNDING Approval:

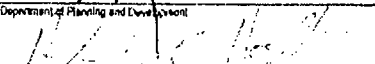
 Department of Planning and Development

 Office of Budget & Management

EXHIBIT C-1
NOTICE OF SUBSTANTIAL COMPLETION

Date:

Name:

Commissioner
City of Chicago
Department of Planning and Development
121 North LaSalle Street, Suite 1000
Chicago, IL 60602

Re:

Dear Commissioner:

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

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

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

Very truly yours,

Public Building Commission of Chicago

PBC Project Manager

Enclosure

cc: Erin Lavin-Cabonargi, Executive Director- PBC

EXHIBIT C-2
CERTIFICATE OF FINAL ACCEPTANCE

Date:

Name:

Title:

City of Chicago

Department of Planning and Development

121 North LaSalle Street, Suite 1000

Chicago, IL 60602

Project Name and Number: _____

Dear _____:

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

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

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

Very truly yours,

Public Building Commission of Chicago

PBC Project Manager

Enclosure

cc: Erin Lavin-Cabonargi, Executive Director-- PBC

EXHIBIT D
COPYRIGHT PROVISIONS

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

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

EXHIBIT E
INSURANCE REQUIREMENTS

City of Chicago
Contract Insurance Requirements

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

INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the

Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

5) Professional Liability

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

6) Builders Risk

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

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

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

7) Railroad Protective Liability

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have

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

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

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives and the City of Chicago.

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

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

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

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

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

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

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.



City of Chicago



O2014-8638

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	First amendment to intergovernmental agreement with Public Building Commission for construction of Lindbloom Math and Science Academy parking lot
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

At the request of the Public Building Commission, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement for Lindbloom Math and Science Academy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

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

WHEREAS, on March 18, 1956, the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission"), an Illinois municipal corporation, pursuant to the Public Building Commission Act of the State of Illinois (the "Act") for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services; and

WHEREAS, the Commission is authorized and empowered by the Act to acquire fee simple title to real property, including easements and reversionary interests in streets, alleys and other public places, by purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the Commission; and

WHEREAS, the Commission has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago (the "Board"), the Chicago Park District, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and

WHEREAS, at the request of the City, acting through the Department of Planning and Development ("DPD"), the Commission by Resolution Number 7964 adopted on September 10, 2013 (the "Site Designation Resolution"), selected, located and designated several properties from 6100 through 6158 South Winchester Avenue (the "Site") for acquisition and construction

(including development of the scope, schedule, budget and conceptual design drawings) of a parking facility and ancillary improvements to serve the Board's Lindblom Math and Science Academy (the "Project"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on November 13, 2013 (the "Ordinance"), on January 15, 2014, the City and the Commission entered into that certain Intergovernmental Agreement between the City of Chicago and the Public Building Commission of Chicago (Lindblom Math and Science Academy Parking Lot Project) (the "Agreement") for the Commission to coordinate and manage the planning, design and construction of the Project on behalf of the City; and

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

WHEREAS, to induce certain redevelopment pursuant to the TIF Act, in accordance with the provisions of the TIF Act, pursuant to ordinances adopted on March 29, 2006, the City Council: (1) approved and adopted a redevelopment plan for the 63rd/Ashland Redevelopment Project Area ("Redevelopment Plan"); (2) designated the 63rd/Ashland Redevelopment Project Area (the "Redevelopment Area") as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopted tax increment allocation financing for the 63rd/Ashland Redevelopment Project Area (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"); and

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

WHEREAS, under the TIF Act, such incremental ad valorem taxes which pursuant to the TIF Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used, among other purposes,

to pay the cost of public works and improvements as well as to acquire and construct public facilities, as contemplated in a redevelopment plan, and obligations relating thereto; and

WHEREAS, pursuant to the Ordinance and the Agreement, the City made available to the Commission a portion of the Increment from the Redevelopment Area in an amount not to exceed \$500,000 for the purpose of providing a portion of the funds required for the acquisition of the Site and construction of the Project in the Redevelopment Area; and

WHEREAS, the Redevelopment Plan contemplates that tax increment financing assistance would be provided for the acquisition of real property for, and the construction thereon of public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, pursuant to Section 2.2 of the Agreement, the Commission and the City have agreed upon an Undertaking Budget reflecting changes in the Project cost after the competitive bidding process; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act of the State of Illinois and Section 12.1 of the Agreement, the City has determined that it is necessary, desirable and in the public interest to enter into an amendment to the Agreement in substantially the form attached hereto as Exhibit 1 (the "Amendment") in order to increase the amount of Increment from the Redevelopment Area available to the Commission for the purpose of acquiring the Site and constructing the Project to not to exceed \$2,468,000 now, therefore,

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

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

Section 2. The DPD Commissioner and the Budget Director are each hereby authorized to execute, subject to the review of the Corporation Counsel as to form and legality, the Amendment and such other documents as are necessary, between the City and the Commission, which may contain such other terms as are deemed necessary or appropriate by

the parties executing the same on the part of the City.

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

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

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

EXHIBIT 1

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE PUBLIC BUILDING COMMISSION OF CHICAGO (LINDBLOM MATH AND SCIENCE ACADEMY PARKING LOT)

This First Amendment to Intergovernmental Agreement (the "Amendment"), dated as of _____, 2014 is made by and between the City of Chicago, an Illinois municipal corporation, having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and the Public Building Commission of Chicago, an Illinois municipal corporation, having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the "Commission").

RECITALS

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

WHEREAS, on March 18, 1956, the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission"), an Illinois municipal corporation, pursuant to the Public Building Commission Act of the State of Illinois (the "Act") for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services; and

WHEREAS, the Commission is authorized and empowered by the Act to acquire fee simple title to real property, including easements and reversionary interests in streets, alleys and other public places, by purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the Commission; and

WHEREAS, the Commission has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago (the "Board"), the Chicago Park District, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and

WHEREAS, at the request of the City, acting through the Department of Planning and Development ("DPD"), the Commission by Resolution Number 7964 adopted on September 10, 2013 (the "Site Designation Resolution"), selected, located and designated several properties from 6100 through 6158 South Winchester Avenue (the "Site") for acquisition and construction (including development of the scope, schedule, budget and conceptual design drawings) of a parking facility and ancillary improvements to serve the Board's Lindblom Math and Science Academy (the "Project"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on November 13, 2013 (the "Ordinance"), on January 15, 2014, the City and the Commission entered into that certain Intergovernmental Agreement Between the City of Chicago and the Public Building Commission of Chicago (Lindblom Math and Science Academy Parking Lot Project) (the "Agreement") for the Commission to coordinate and manage the planning, design and construction of the Project on behalf of the City; and

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

WHEREAS, to induce certain redevelopment pursuant to the TIF Act, in accordance with the provisions of the TIF Act, pursuant to ordinances adopted on March 29, 2006, the City Council: (1) approved and adopted a redevelopment plan for the 63rd/Ashland Redevelopment Project Area ("Redevelopment Plan"); (2) designated the 63rd/Ashland Redevelopment Project

Area (the "Redevelopment Area") as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopted tax increment allocation financing for the 63rd/Ashland Redevelopment Project Area (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"); and

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

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

WHEREAS, pursuant to the Ordinance and the Agreement, the City made available to the Commission a portion of the Increment from the Redevelopment Area in an amount not to exceed \$500,000 for the purpose of providing a portion of the funds required for the acquisition of the Site and construction of the Project in the Redevelopment Area; and

WHEREAS, the Redevelopment Plan contemplates that tax increment financing assistance would be provided for the acquisition of real property for, and the construction thereon of public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, pursuant to Section 2.2 of the Agreement, the Commission and the City have agreed upon an Undertaking Budget reflecting the total costs required in order to acquire the Site and construct the Project ; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act of the State of Illinois and Section 12.1 of the Agreement, the City has determined that it is necessary, desirable and in the public interest to enter into an amendment to the Agreement in substantially the form attached hereto as an exhibit (the "Amendment") in order to increase the amount of Increment from the

Redevelopment Area available to the Commission for the purpose of acquiring the Site and constructing the Project to \$2,468,000

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

SECTION I INCORPORATION OF RECITALS AND DEFINITIONS

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

SECTION II AMENDMENTS TO AGREEMENT

2.1. The amount of Increment from the Redevelopment Area available to the Commission for the purpose of acquiring the Site and constructing a parking lot thereon is hereby increased by \$1,968,000 from not to exceed \$500,000 to not to exceed \$2,468,000

2.2 Exhibit B to the Agreement is hereby deleted in its entirety and replaced with Amended Exhibit B attached hereto and hereby incorporated herein. Further, Section 9.4 of the Agreement is hereby amended to include the following: "After land acquisition and construction costs are finalized, and prior to incurring any costs that exceed \$2,100,000, PBC may request (if needed) written approval by OBM and DPD (as successor to DHED) for the release of \$368,000 in additional Project funds.

2.3 Except as amended hereby the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused this First Amendment to Intergovernmental Agreement between the City of Chicago and the Public Building Commission of Chicago regarding the Lindblom Math and Science Academy Parking Lot Project to be executed, all as of the date first written above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Planning and Development

By: _____
Budget Director
Office of Budget and Management

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____
Executive Director

Approved as to form and legality for the Public Building Commission of Chicago:

AMENDED EXHIBIT B
AMENDED PROJECT BUDGET
(Lindblom Math and Science Academy Parking Lot)

(See Attachment)

Total Project Budget

Public Building Commission of Chicago - Richard J. Daley Center - 50 West Washington, Room 200 - Chicago, Illinois 60602 - Tel: 312-744-3090 - Fax: 312-744-8005

User Agency:
Project:
Address:
Current Ward / Atd.
2015 Ward / Atd.

City of Chicago
Lindbergh Parking Lot
6130 S. Wolcott Avenue
16 / Faultless
18 / Thompson

Project Number
Date
PM:
Funding Amount
Funding Source(s):

04415
8/25/2014
Brian Pirok
\$2,468,000
63rd Ashland TIF

Cost Codes	Group Headings	Undertaking Budget (Parcels 1-11)	Comments
I	Planning		
01.01	Legal Fees - Planning	\$0	
01.02	Geotechnical Testing - Planning	\$11,911	
01.03	Environmental Assessment - Planning	\$35,000	
01.04	Design Architect - Planning	\$29,000	
01.05	Project Management - Planning	\$79,000	
01.07	Site Survey / Traffic Studies / LEED Registration	\$24,000	
01.13	Other Planning Costs	\$0	
	Sub-Total	\$178,911	
II	Land Acquisition & Site Control		
02.01	Legal Fees - Acquisition	\$163,000	
02.06	Land Acquisition	\$332,000	
02.07	Relocation Costs	\$105,000	
02.09	Abatement, Demolition, Fencing, Storage, & Property Management	\$272,000	
02.11	Utility Service & Relocation Costs	\$118,000	
02.13	Other Land Acquisition Costs	\$0	
	Sub-Total	\$980,000	
III	Environmental and Site Preparation		
03.01	Environmental Testing / Consulting & Adm'l Geotech (after UT)	\$43,000	
03.06	Environmental Remediation & Site Preparation	\$21,589	
03.08	Site Prep Contract Contingency	\$0	
03.09	Site Prep Allowance	\$0	
03.13	Other Environmental & Site Prep Costs	\$0	
	Sub-Total	\$64,589	
IV	Design		
04.01	Design Architect Fees	\$64,000	
04.02	AOR Basic Fees & Reimbursables	\$6,000	
04.10	Commissioning Agent	\$0	
04.11	Permitting Costs	\$3,000	
04.13	Other Design Related Costs	\$0	
	Sub-Total	\$73,000	
V	Project Implementation		
05.01	Project Management Costs	\$121,000	
05.04	Pre-Bid Advertising & Document Reproduction	\$1,000	
05.06	Community Outreach	\$0	
05.07	Affirmative Action Compliance	\$0	
05.09	PBC Administration	\$31,500	
05.12	Legal Fees - Project Implementation	\$15,000	
05.13	Other Project Implementation Costs	\$0	
	Sub-Total	\$168,500	
VI	Construction		
06.01	Testing and Inspection	\$0	
06.04	General Construction	\$636,000	
06.05	General Construction Allowances	\$0	
06.06	General Construction Contract Contingency	\$0	
06.07	IT Systems	\$0	
06.08	FF&E - Furnishings	\$0	
06.09	Public Artwork Program	\$0	
06.13	Other Project Construction Costs	\$0	
	Sub-Total	\$636,000	
VII	Contingency		
07.01	Project Contingency	\$328,000	
	Sub-Total	\$328,000	
	TOTAL PBC BUDGET	\$2,468,000	
29.01	FF&E	\$0	
29.02	Telecom	\$0	
29.03	Art	\$0	
	TOTAL PROJECT BUDGET	\$2,468,000	

PBC - Chief Development Officer

PBC - Director of Finance

PBC - Executive Director

FUNDING Approvals

User Agency or City Department

Office of Budget & Management



City of Chicago



A2014-97

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Carolina G. Jayaram as member of Cultural Affairs and Special Events Advisory Council
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

Spec
Ev



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

I have appointed Carolina G. Jayaram as a member of the Cultural Affairs and Special Events Advisory Council for a term effective immediately and expiring October 5, 2016, to succeed Deborah Rutter, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

1911

LIBRARY



City of Chicago



A2014-98

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Chay Yew as member of Cultural Affairs and Special Events Advisory Council
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

Spec
Event



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

I have appointed Chay Yew as a member of the Cultural Affairs and Special Events Advisory Council for a term effective immediately and expiring October 5, 2016, to succeed Juan A. Chavez, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1967



City of Chicago



A2014-99

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Maria Pinto as member of Cultural Affairs and Special Events Advisory Council
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

I have appointed Maria Pinto as a member of the Cultural Affairs and Special Events Advisory Council for a term effective immediately and expiring October 5, 2016, to succeed Cari B. Sacks, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY



City of Chicago



R2014-714

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor) Austin (34) Dowell (3) Harris (8) Graham (29) Thompson (16) Burnett (27)
Type:	Resolution
Title:	Call for hearing(s) on issue of postal reform
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG_



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

I transmit herewith, together with Aldermen Austin, Dowell, Harris, Graham, Thompson, and Burnett, a resolution concerning the U.S. Postal Service.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

R E S O L U T I O N

WHEREAS, The U.S. Postal Service is a vital component of our country's economic and communications infrastructure, handling and delivering 160 billion pieces of mail and generating more than 65 billion dollars in revenues annually, all without receiving a cent of taxpayer funding; and

WHEREAS, The U.S. Postal Service is the second largest employer of veterans in the country, with over 22% of its employees having served in the armed forces; and

WHEREAS, Inner city and rural communities, many of which do not have access to the Internet, remain dependent on the U.S. Postal Service for vital communications and for the shipment of goods; and

WHEREAS, Small business owners depend on the U.S. Postal Service for their livelihoods, as do many Americans, particularly seniors, for receipt of their prescription drugs; and

WHEREAS, The private mailing industry, which employs eight million Americans, generates over one trillion dollars annually, and represents approximately seven percent of the country's Gross Domestic Product (GDP), heavily relies on the U.S. Postal Service's mail processing, retail, and last-mile delivery networks six days a week; and

WHEREAS, The U.S. Postal Service is the only private company or federal agency required by Congress to pre-fund future retiree health benefits for 75 years, at a cost of five-and-a-half billion dollars annually. However, these health benefit plans are not only fully funded, they carry a surplus of billions of dollars. The annual five-and-a-half billion dollar payments are therefore not needed, and the recent and pending service cuts justified by those payments are unnecessary; now, therefore,

BE IT RESOLVED, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this eighth day of October, 2014, hereby urge United States Senators Dick Durbin and Mark Kirk to offer strong support to postal reform legislation designed to secure the continuance of 6-day mail delivery, stabilize the U.S. Postal Service's finances by reforming or eliminating future retiree health financing policies, strengthen and protect the U.S. Postal Service's invaluable mail processing, retail, and last-mile delivery networks, and retain door-to-door delivery for the 30 million plus households and businesses that rely upon it; and

BE IT FURTHER RESOLVED, That we call upon the City Council's Committee on Budget and Government Operations to hold a hearing for the purpose of further investigating the crucial issue of postal reform; and

BE IT FURTHER RESOLVED, That suitable copies of this resolution be presented to the President of the United States, the Vice President of the United States, the Majority Leader of the United States Senate, Senator Durbin, Senator Kirk, and the United States Postmaster General.



City of Chicago



O2014-8642

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Annual Appropriation Ordinance Year 2014 amendment within Fund No. 925 for Department of Public Health
Committee(s) Assignment:	Committee on Budget and Government Operations



BUDG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 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,

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 Public Health has been awarded federal grant funds in the amount of \$500,000 by the United States Department of Health and Human Services, Centers for Disease Control and Prevention which shall be used for the Immunization Billing Services Program; now, therefore,

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

SECTION 1. The sum of \$500,000, 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.

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						
	925 - Grant Funds	\$ 1,558,811,500	\$1,559,311,500				
	Dept and Dept #, and Grant Name	<u>STRIKE</u> <u>AMOUNT 2014</u> <u>Anticip d</u> <u>Grant</u>	<u>ADD AMOUNT</u> <u>2014 Anticipated</u> <u>Grant</u>	<u>STRIKE AMOUNT</u> <u>(2014 TOTAL)-</u> <u>Includes anticipated</u> <u>carryover</u>	<u>ADD AMOUNT</u> <u>(2014 TOTAL)</u> <u>Includes anticipated</u> <u>carryover</u>	<u>STRIKE</u> <u>AMOUNT</u> <u>(2014 Total)</u>	<u>ADD</u> <u>AMOUNT</u> <u>(2014 Total)</u>
<u>41</u>	<u>Department of Public Health:</u>						
	Immunization Billing Services		\$ 500,000				\$ 500,000



City of Chicago



O2014-8347

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

10/8/2014

Sponsor(s):

Emanuel (Mayor)
Mitts (37)
Burnett (27)
Graham (29)
Ervin (28)
Brookins (21)
Austin (34)
Suarez (31)
Harris (8)
Moore (49)

Type:

Ordinance

Title:

Amendment of Municipal Code Chapter 2-160 regarding
employment discrimination

Committee(s) Assignment:

Committee on Human Relations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

At the request of the Chairman of the Commission on Human Relations and the Commissioner of Family and Support Services, I transmit herewith, together with Aldermen Mitts, Burnett, Graham, Ervin, Brookins, Austin, Suarez, Harris, and Moore, an ordinance amending Chapter 2-160 of the Municipal Code regarding employment discrimination.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1911

ORDINANCE

SECTION 1. Section 2-160-010 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

2-160-010 Declaration of city policy.

It is the policy of the City of Chicago to assure that all persons within its jurisdiction shall have equal access to public services and shall be protected in the enjoyment of civil rights, and to promote mutual understanding and respect among all who live and work within this city.

The city council of the City of Chicago hereby declares and affirms:

that prejudice, intolerance, bigotry and discrimination occasioned thereby threaten the rights and proper privileges of the city's inhabitants and menace the institutions and foundation of a free and democratic society; and

that behavior which denies equal treatment to any individual because of his or her race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or credit or criminal history (as to employment only), undermines civil order and deprives persons of the benefits of a free and open society.

Nothing in this ordinance shall be construed as supporting or advocating any particular lifestyle or religious view. To the contrary, it is the intention of this ordinance that all persons be treated fairly and equally and it is the express intent of this ordinance to guarantee to all of our citizens fair and equal treatment under law.

SECTION 2. Section 2-160-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-160-020 Definitions.

Whenever used in this chapter:

(Omitted text is not affected by this ordinance)

(aa) "Applicant" means any person pursuing employment with an employer or with or through an employment agency.

(aaa) "Credit history" means a record of an individual's past borrowing and repaying, including information about late payments and bankruptcy.

(aaaa) "Credit report" means any written or other communication of any information by a consumer reporting agency that bears on a consumer's creditworthiness, credit standing, credit capacity, or credit history.

(Omitted text is not affected by this ordinance)

(dd) "Employer" means any individual, partnership, association, corporation, limited liability company, business trust, or any person or group of persons that provides employment

for one or more employees in the current or preceding calendar year, and any agent of such an entity or person. To qualify as an employer for purposes of this chapter, such individual, group, or entity must: (1) be subject to one or more of the license requirements in Title 4 of this Code; and/or (2) maintain a business facility within the geographic boundaries of the City. The City of Chicago and its sister agencies qualify as employers for purposes of this chapter.

(ddd) "Employment" means any occupation or vocation.

(Omitted text is not affected by this ordinance)

(mm) "Sister agency" means the Chicago Public Schools, the Chicago Park District, the Chicago Transit Authority, the City Colleges of Chicago, the Chicago Housing Authority, and the Public Building Commission.

(Omitted text is not affected by this ordinance)

SECTION 2. Chapter 2-160 of the Municipal Code of Chicago is hereby amended by adding a new section 2-160-054, as follows:

2-160-054 Criminal record or criminal history.

(a) Employers that are not subject to the Illinois Job Opportunities for Qualified Applicants Act, including the City of Chicago and its sister agencies, may not inquire about or into, consider, or require disclosure of an applicant's criminal record or criminal history until after the applicant has been determined qualified for the relevant position and notified that he has been selected for an interview, or, if there is no interview, until after a conditional offer of employment is extended to the applicant.

The prohibitions set forth in this subsection 2-160-054(a) do not apply where:

(1) federal or state law excludes applicants with certain criminal convictions from the relevant position;

(2) a standard fidelity bond or an equivalent bond is required for the relevant position, and an applicant's conviction of one or more specified criminal offenses would disqualify the applicant from obtaining such a bond, in which case an employer may include a question or otherwise inquire whether the applicant has ever been convicted of any of those offenses; or

(3) the relevant position requires a license under the Emergency Medical Services (EMS) Systems Act, 210 ILCS 50/1, et seq.

This subsection 2-160-054(a) does not prohibit providing written notice of specific offenses that will disqualify an applicant from employment in a particular position.

(b) If the City of Chicago or a sister agency, subsequent to interviewing or extending a conditional offer of employment to an applicant, determines that he has a criminal conviction, that fact, standing alone, shall not automatically disqualify the applicant from employment. Instead, the decision whether to employ the applicant shall take into account the following factors:

- (1) the nature of the applicant's specific offense or offenses;
- (2) the nature of the applicant's sentencing;
- (3) the applicant's number of convictions;
- (4) the length of time that has passed following the applicant's most recent conviction;
- (5) the relationship between the applicant's crimes and the nature of the relevant position;
- (6) the age of the applicant at the time of his most recent conviction;
- (7) any evidence of rehabilitation, including, but not limited to, whether the applicant has completed a treatment or counseling program or received a certification of relief from disabilities or good conduct;
- (8) the extent to which the applicant has been open, honest, and cooperative in examining his background; and
- (9) any other information relevant to the applicant's suitability for the relevant position.

(c) In the event any employer, including one subject to the Illinois Job Opportunities for Qualified Applicants Act, makes a decision not to hire an applicant that is based, entirely or partially, on the applicant's criminal record or history, the employer shall inform the applicant of this basis at the time he is informed of the decision.

SECTION 3. Section 2-160-120 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-160-120 Violation – Penalty.

Unless another fine or penalty is specifically provided in this Code, any person who violates any provision of this ordinance as determined by this commission shall be fined not less than \$100.00 and not more than \$1,000.00 for each offense. In addition, any city licensee who violates any provision of this section or any rule or regulation promulgated thereunder may be subject to license discipline pursuant to Section 4-4-280 of this Code. Every day that a violation shall continue shall constitute a separate and distinct offense.

SECTION 4. As applicable to the City of Chicago and its sister agencies, this ordinance shall take effect upon passage and approval. As applicable to all other employers, the ordinance shall take effect on January 1, 2015.



City of Chicago



O2014-8352

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

10/8/2014

Sponsor(s):

Emanuel (Mayor)
Beale (9)
Thompson (16)
Mitts (37)
Silverstein (50)
Laurino (39)
Moore (49)
O'Connor (41)
Suarez (31)
Burnett (27)
Pawar (47)
Harris (8)
Moreno (1)
Austin (34)
O'Connor (40)
Osterman (48)
Cappleman (46)
Burns (4)
Holmes (7)
Reboyas (30)

Type:

Ordinance

Title:

Amendment of Municipal Code Chapters 9-104 and 9-112
establishing Taxi Driver Fairness Ordinance of 2014

Committee(s) Assignment:

Joint Committee: License and Consumer Protection;
Transportation and Public Way

JT. TRANSP +
LICENSE



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith, together with Aldermen Beale, Thompson, Mitts, Silverstein, Laurino, Moore, Mary O'Connor, Suarez, Burnett, Pawar, Harris, Moreno, Austin, Patrick O'Connor, Osterman, Cappleman, Burns, Holmes, and Reboyras, an ordinance amending Chapter 9-104 and associated provisions of the Municipal Code regarding taxicabs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1. This ordinance shall be known as the Taxi Driver Fairness Ordinance of 2014.

SECTION 2. Chapter 9-104 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-104-030 Application – Qualifications.

(Omitted text is not affected by this ordinance)

(3) ~~The qualification of each applicant as specified in paragraph (2) of this section shall be investigated by the department of police of the City of Chicago and a report of such investigation containing any facts relevant to the applicant's qualifications shall be forwarded by the superintendent of police to the commissioner [Reserved].~~

(Omitted text is not affected by this ordinance)

9-104-040 License – Suspension and revocation.

(a) Except as otherwise provided in this code, if any licensee violates any traffic law or ~~any of the provisions of this chapter or chapter 9-112 or chapter 9-114~~ or rules or regulations adopted pursuant to this chapter, ~~or chapter 9-112 or chapter 9-114~~, the commissioner may seek revocation or suspension of the licensee's license and/or the imposition of a fine up to ~~\$1,000.00~~ \$400.00 and/or the issuance of an order of restitution or other appropriate equitable relief. The commissioner also may order any licensee again to successfully complete the course of study or examination, or both, as provided for in subsection 9-104-030(2)(e) prior to the reinstatement of the license. The commissioner shall promulgate rules and regulations regarding the lengths of suspension and the amounts of fines to be imposed, and the types of equitable relief to be ordered, for specific violations.

(b) Notwithstanding any other provision of this chapter, whenever the Illinois driver's license of a licensee has been revoked or suspended by the Secretary of State, the licensee's public chauffeur license shall be subject to automatic suspension for the period that the driver's license is suspended or revoked. The suspension shall not be subject to any of the procedures described in this section. A suspension under this subsection (b) shall be in addition to and shall not ~~effect~~ affect any disqualification, suspension, revocation, fine or other penalty or sanction that otherwise may be applicable.

(Omitted text is not affected by this ordinance)

9-104-140 Violation – Penalty.

If any chauffeur violates ~~any provision of this chapter, chapter 9-112 or chapter 9-114~~ of this Code ~~or of this chapter~~ for which a penalty is not otherwise provided, such chauffeur shall be fined not less than \$75.00 nor more than ~~\$1,000~~ \$400.00 for each offense.

SECTION 3. Chapter 9-112 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-112-230 Tiered lease rate structure.

(a) Starting upon the effective date of this chapter, and as from time to time amended, the following tiered lease structure with stated lease rate caps applies:

<i>Tier</i>	<i>Vehicle MPG</i>	<i><u>Vehicle age</u></i>	<i>12 Hour Daily Maximum Lease Rate</i>	<i>12 Hour Weekly Maximum Lease Rate</i>	<i>24 Hour Daily Maximum Lease Rate</i>	<i>24 Hour Weekly Maximum Lease Rate</i>
1	Greater than or equal to ($\geq$) 36 mpg or greater than or equal to ($\geq$) 21 mpg natural gas vehicle	<u>1 year old or newer</u>	\$74 per 12 hour shift	\$518 total for seven consecutive 12 hour shifts	\$101 per 24 hour shift	\$707 total for seven consecutive 24 hour shifts
2	Between 25 to 35 mpg or less than or equal to ($\leq$) 20 mpg natural gas vehicle	<u>1 year old or newer</u>	\$69 per 12 hour shift	\$483 total for seven consecutive 12 hour shifts	\$93 per 24 hour shift	\$651 total for seven consecutive 24 hour shifts
3	Less than or equal to ($\leq$) 24 mpg or any Tier 1 or Tier 2 vehicle with <u>allowed vehicle age of older than 1 year</u>	<u>Tier 3 vehicles of any allowed vehicle age; and any Tier 1 or Tier 2 vehicle with allowed vehicle age of older than 1 year</u>	\$59 per 12 hour shift	\$413 total for seven consecutive 12 hour shifts	\$85 per 24 hour shift	\$595 total for seven consecutive 24 hour shifts
<i>(Omitted part of this table is not affected by this ordinance)</i>						

(b) A lessor of a taxicab shall provide a lessee of a taxicab with an accurate and dated receipt detailing the charges for the lease of a taxicab. Any lessor who violates this section shall be fined as provided in section 9-112-630 of this Code.

(c) The commissioner by rule may assert additional lease restrictions and terms.

(d) No person shall charge more than the lease rates set forth in this section by entering into consecutive leases with the same driver. Two consecutive 12-hour daily leases with the same driver shall be considered to be a 24-hour daily lease.

9-112-410 Advertising signs permitted when.

(Omitted text is unaffected by this ordinance)

(j) In the event that the licensee receives any income from any advertising maintained on or in the vehicle, a percentage portion of such income shall be distributed to any public chauffeur leasing that same vehicle. The commissioner shall promulgate rules governing the amount of distribution percentage and the method of distribution.

9-112-600 Taxicab rates of fare – Revision.

(Omitted text is unaffected by this ordinance)

(e) For destinations beyond the city limits, the fare is straight meter to the City limits and meter and a half from the City limits to the final destination, except for airport service as specified in ~~9-112-460~~ 9-112-560 of this Code.

(Omitted text is unaffected by this ordinance)

SECTION 4. Chapter 9-112 of the Municipal Code of Chicago is hereby amended by adding new Section 9-112-565, underscored as follows:

9-112-565 Taxicab centralized electronics dispatch.

(a) The commissioner is authorized to establish a taxicab centralized electronics dispatch system (for purposes of this Section, "System") for dispatching taxicab vehicles through an Internet-enabled application, digital platform or telephone. The commissioner is authorized to enter into a contract with a licensed person selected through a competitive-bidding process to manage and operate the System.

(b) The commissioner is also authorized to require every licensee's taxicabs to participate in the System.

(c) The commissioner may allow dispatch fees to be assessed, as determined by rule, to cover the costs licensees incur to participate in the System.

(d) The System shall have verifiable records, in a form prescribed by the commissioner by rule, regarding the responses to requests for services made through the System. The System shall provide such records to the commissioner upon request.

(e) Nothing in this section shall be construed to prohibit a licensee from being affiliated with or dispatched by other two-way dispatch systems.

(f) The commissioner is authorized to adopt rules and regulations for the proper administration of this section.

SECTION 5. This ordinance shall be effective 10 days after passage and publication.



City of Chicago



O2014-8362

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

10/8/2014

Sponsor(s):

Emanuel (Mayor)
Quinn (13)
Austin (34)
Burke (14)
Suarez (31)
Solis (25)
Brookins (21)
Cochran (20)
O'Shea (19)
Harris (8)
Burnett (27)
Mitts (37)
Cullerton (38)
O'Connor (40)
O'Connor (41)
Zalewski (23)
Reboyas (30)
Silverstein (50)
Osterman (48)

Type:

Ordinance

Title:

Amendment of Municipal Code Section 3-12-050 modifying
senior sewer charge exemption

Committee(s) Assignment:

Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

At the request of the City Comptroller, I transmit herewith, together with Aldermen Quinn, Austin, Burke, Suarez, Solis, Brookins, Cochran, O'Shea, Harris, Burnett, Mitts, Cullerton, Patrick O'Connor, Mary O'Connor, Zalewski, Reboyras, Silverstein, and Osterman, an ordinance amending Chapter 3-12 of the Municipal Code regarding the senior sewer charge exemption.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

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

SECTION 1. Section 3-12-050 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

3-12-050 Senior citizens exempted when.

(a) Persons aged 65 or over, residing in their own residence with separate metered water service or a separate city water assessment for that residential unit, shall be exempt from payment of the sewer service charge for their residence. This exemption shall apply regardless of whether the person is in arrears in the payment of any water or sewer charges for the subject residence.

(b) Persons aged 65 or over who reside in their own residence but do not qualify for an exemption under subsection (a) because their residence is a townhouse, condominium unit or cooperative apartment that does not have separate metered water service or a separate city water assessment for the residential unit may apply for a refund in lieu of exemption pursuant to this subsection. The amount of such refund shall be \$50.00 per qualified residence for each calendar year.

Application for a refund in lieu of exemption shall be made to the alderman of the ward in which the applicant resides no later than August 1st of the calendar year for which a refund is requested. The application shall be made on a form prescribed by the city council committee on finance, and shall include such affidavits or other reasonable proof of qualifications for a refund that the committee may require. An alderman receiving a complete application under this subsection shall introduce into the city council an ordinance authorizing the payment of a refund in lieu of exemption to the applicant. A single ordinance may authorize refunds based upon more than one application. The ordinance shall be accompanied by all applications for which refunds are sought. After introduction into the city council, all ordinances submitted pursuant to this subsection shall be referred to the city council committee on finance. If, after review, the committee on finance determines that the applicant is qualified for a refund under this subsection, the committee shall recommend to the city council that the payment of the refund be approved. If the city council approves the refund, the city comptroller shall promptly pay the applicant a refund in the amount of \$50.00.

(c) ~~Persons residing in residences qualified for an exemption or refund under this section shall qualify for the exemption or refund by virtue of their qualifications for a homestead senior exemption under Section 19-23-1 of the Revenue Act of 1939, or by the submission of a copy of the applicant's birth certificate, or the applicant's driver's license, state-issued identification card or the Matricula Consular identification card specified in Section 2-160-065 of the Code, showing the applicant is aged 65 or over and; proof of their qualification for homeowners exemption; and proof of residency. The acceptable document to prove residency shall be a copy of a utility bill for the residence. Acceptable documents to prove home ownership shall be a copy of: (i) the deed to the residence, (ii) property tax bill, or (iii) with regard to a residence held in trust, a declaration executed by the trustee, affirming that the residence is held in trust and that the trust gives the named applicant the right to occupy the residence. In lieu of the forms of proof specified in this paragraph (c), the comptroller is authorized to accept alternative forms of proof that in his judgment are genuine and probative of the information sought. The comptroller shall provide information regarding the process for obtaining an exemption or refund, and the associated forms, in Spanish as well as English.~~

(d) If the comptroller's processing of a full payment certificate for a given property

serves to terminate any senior exemption applicable to that property, the comptroller shall send written notification of such termination to the address at issue.

SECTION 2. This ordinance shall take effect upon its passage and approval, and shall apply prospectively only.



City of Chicago



O2014-8373

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor) Burke (14) Balcer (11) Solis (25)
Type:	Ordinance
Title:	Amendment of Municipal Code Section 2-14-155 modifying defenses to building code violations regarding smoke and carbon monoxide detectors
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Buildings, I transmit herewith, together with Aldermen Burke, Balcer, and Solis, an ordinance amending the Municipal Code regarding smoke detector and carbon monoxide detector violations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

1964

ORDINANCE

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

SECTION 1. Section 2-14-155 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-14-155 Defenses to building code violations.

It shall be a defense to a building code violation adjudicated under this article, if the owner, manager, person exercising control, his attorney, or any other agent or representative proves to the administrative law officer that:

(Omitted text is unaffected by this ordinance)

(b) At the time of the hearing on the issue of whether the building code violation does or does not exist, the violation has been remedied or removed. This subsection (b) shall not create a defense to a violation of Section 13-12-135(d)(5)(C), or to a person or entity that is an architect, structural engineer, contractor or builder who has been charged with a violation of Section 13-12-050 or Section 13-12-060 of this Code; nor shall it be a defense for any violation of Section 13-20-550 or Section 17-12-0709 pertaining to any off-premises sign, as that term is defined in Section 17-17-02108; nor shall it be a defense for any violation of Section 4-6-290(f)(5)(i), Sections 13-64-120 through 13-64-180, Section 13-64-400(m), Section 13-80-030(c), Section 13-84-350, Sections 13-196-100 through 13-196-160, Section 13-196-240(d), Section 13-196-240(f) or Section 13-208-130 pertaining to smoke detectors; nor shall it be a defense for any violation of Sections 13-64-190 through 13-64-280 or Section 13-196-165 pertaining to carbon monoxide detectors. However, for violations of Sections 13-196-400 through 13-196-440 of this Code, it shall be a defense under this subsection only where the violation has been remedied or removed within seven days of service of notice of the building code violations as provided under Section 2-14-152;

(Omitted text is unaffected by this ordinance)

SECTION 2. This ordinance shall take full force and effect upon its passage and publication.



City of Chicago



O2014-8402

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor) Reilly (42)
Type:	Ordinance
Title:	Amendment of Municipal Code by modifying Section 17-12-1005-D and adding new Section 17-12-1104 regarding establishment of Chicago River Corridor Special Sign District
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ZON.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 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, together with Alderman Reilly, an ordinance amending the Zoning Code regarding a special sign district.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1971

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of government under Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, as a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Chicago River (the "River") has helped the City grow from a small trading outpost to a major metropolitan hub of commerce and transportation; and

WHEREAS, the vision of altering the River, for a long time a commercial corridor, into a recreational area accessible to the public once seemed impossible; and

WHEREAS, in 2001, construction of a Chicago Riverwalk began with the goal of transforming the River into the City's "Second Lakefront" by creating a unique world-class recreational area with architecture and landscape design, sightseeing boats, and pedestrian-friendly promenades lined with cafes and restaurants; and

WHEREAS, today, Mayor Rahm Emanuel is committed to completing the Chicago Riverwalk, envisioned as a continuous walkway connecting the lakefront with the heart of downtown and containing lush green oases, cafes, and retail spaces to be enjoyed and cherished for generations to come; and

WHEREAS, the proximity of the Riverwalk to the public way and high-rise buildings that abut the River increases the possibility of interference with the safe enjoyment and unique functions of the Riverwalk; and

WHEREAS, the City Council of Chicago finds it necessary for the public safety, health and welfare to enact a special sign corridor district for those areas that abut the Riverwalk to ensure that signs do not interfere with pedestrian, vehicular or maritime traffic, do not detract from the character of the area, do not have a negative impact on the area, and do not create visual clutter; now, therefore,

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

SECTION 1. All of the recitals above are expressly adopted as legislative findings of the City Council and incorporated herein and made hereby a part of this Ordinance.

SECTION 2. Chapter 17-12 of the Municipal Code of Chicago is hereby amended by adding a new section 17-12-1104, by adding the language underscored and by deleting the language struck through, as follows:

17-12-1005-D High-Rise Building Signs.

1. No more than one high-rise building sign is allowed on any ~~side of a building.~~

(Omitted text is unaffected by this ordinance)

~~6. High-rise building signs may not be mounted on walls which abut one another on a single building.~~

7. ~~No more than two high-rise building signs are allowed per building and both high-rise building signs on a single building must identify the same tenant.~~

8 ~~6~~. High-rise building signs shall be limited to business identification for the principal tenant of the building, ~~which must occupy at least 30% of the building's total floor area. For purposes of this subsection, "principal tenant" means a tenant that occupies 51% or more of the floor space in a high-rise building. For purposes of this section, the Zoning Administrator is authorized to allow for a reduction in the percentage of this occupancy requirement provided the applicant demonstrates that it (1) is the building's largest tenant and (2)(a) occupies a percentage of the building's total floor area that is substantially similar to 30% or (b) is the corporate headquarters of a publicly held corporation.~~

17-12-1104 Chicago River Corridor Special Sign District.

17-12-1104-A Boundaries. The Chicago River Corridor Special Sign District consists of: (i) all lots adjacent to the Chicago River from Roosevelt Road on the south to Kinzie Street on the north and Lake Shore Drive (extended) on the east, and (ii) all lots with street frontage on Wacker Drive from Lake Street to Lake Shore Drive (extended).

17-12-1104-B Regulations and Standards. The following standards apply to signs within the Chicago River Corridor Special Sign District. These sign regulations are supplemental standards that apply in addition to existing zoning regulations.

1. Maximum area for signs. The maximum area for all signs shall be in strict compliance with the zoning district, or in the case of a planned development, the zoning district before the planned development was created, except that the maximum area for high-rise building signs shall be as set forth in subsection 17-12-1104-B 2.

2. High-rise building signs. High-rise building signs shall:

- (a) comply with subsections 17-12-1005-D (1), (3), (4), (5) and (6);
- (b) count towards the maximum total allowable sign area;
- (c) be located directly below the highest roof line of the building;
- (d) not be illuminated, except that the letters may be halo-lit; and
- (e) not exceed a maximum sign face area as follows:

<u>Height of Building</u>	<u>Maximum Sign Face Area</u>
<u>150-199 ft.</u>	<u>250 sq. ft.</u>
<u>200-299 ft.</u>	<u>350 sq. ft.</u>
<u>300-499 ft.</u>	<u>450 sq. ft.</u>
<u>500 or more ft.</u>	<u>550 sq. ft.</u>

3. Limitation on signs above a certain height. Except as provided for high-rise building signs in subsection 17-12-1104-B(2)(c), no sign shall be located more than two stories above grade on any building side that is adjacent to the Chicago River.

4. Projections. All signs must be affixed on building walls parallel to the property line, and no sign may project more than 12 inches from the building's façade.

5. Prohibited Signs. The following types of signs are prohibited within the Chicago River Corridor Special Sign District:

- (a) banners;
- (b) neon signs (neon tubing may be used as a source of light when completely shielded and not visible from the Chicago River, public streets, sidewalks or alleys);
- (c) flashing signs;
- (d) dynamic image display signs;
- (e) roof signs;
- (f) painted wall signs; and
- (g) off-premise signs.

6. Show Windows. Show windows may be used for regularly changed display of merchandise sold in the building. Signs may not be applied to more than 15% of any single window. Window lettering that is less than 2 inches in height and that is limited to information such as a building's address, hours of operation, product information, and logos will not be counted towards the percentage.

7. Awning Signs. Signs on awnings count toward the maximum allowable sign area and must be affixed flat to the surface thereof, must be non- illuminated, and may indicate only the name and or address of the establishment. Further, no such sign may extend vertically or horizontally beyond the limits of the awning. Letter size placed on any awning may not exceed 9 inches in height or width. All awnings must be retractable (fabric or canvas) and may project no more than 6 feet over the sidewalk. No awning may be installed with vertical supports, and back-lit or internally-lit awning signs are prohibited.

8. Temporary Signs. Temporary signs, such as grand opening signs, but specifically excluding signs advertising merchandise or special sales, may be permitted for a period not to exceed 6 weeks. In addition, temporary signs may be installed on construction barricades during a building's construction, for a period not to exceed 24 months. Signs placed on construction barricades may not be placed more than 20 feet above grade and may not exceed 8 feet in height. Reasonable time extensions for temporary signs may be granted by the Zoning Administrator upon written request. Temporary signs do not count toward the maximum allowable sign area.

9. In the event there is a conflict between this section and other provisions of the code, the more restrictive shall apply.

10. No member of the city council or other municipal officer shall introduce, and no committee of the city council shall consider or recommend, any ordinance or amendment thereto, including any council order pursuant to section 13-20-680, that is contrary in any way to any of the requirements of this section.

SECTION 3. This ordinance shall take effect upon its passage and approval.



City of Chicago



O2014-8630

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

10/8/2014

Sponsor(s):

Emanuel (Mayor)

Burke (14)

Thomas (17)

Type:

Ordinance

Title:

Amendment of Municipal Code Chapters 2-120 and 2-160
regarding sexual assault victims' bill of rights

Committee(s) Assignment:

Joint Committee: Finance; Human Relations



FIN +
HUM REL.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

At the request of the Chairman of the Commission on Human Relations, I transmit herewith, together with Aldermen Burke and Thomas, an ordinance amending Chapters 2-160 and 2-120 of the Municipal Code regarding a sexual assault victims' Bill of Rights.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



1777

1777

ORDINANCE

WHEREAS, the City of Chicago is a home rule unit of government pursuant to the 1970 Illinois Constitution, Article VII, Section 6 (a); and

WHEREAS, pursuant to its home rule power, the City of Chicago may exercise any power and perform any function relating to its government and affairs including promoting the quality of life, health, safety, and the welfare of its citizens; and

WHEREAS, violence against women, including domestic violence, dating violence and sexual assault, is a serious problem on college campuses across the nation; and

WHEREAS, a study by the U.S. Department of Justice has found that approximately twenty-eight percent (28%) of women are targets of attempted or completed sexual assault while they are college students; and

WHEREAS, many victims are reluctant to come forward to report their sexual assaults due to a lack of information about resources and protections available to them on college campuses; and

WHEREAS, in 2011, the U.S. Department of Education issued a Dear Colleague Letter to all federally funded schools to remind them of their responsibilities to take immediate and effective steps to respond to sexual violence in accordance with Title IX, the landmark federal civil rights legislation that prohibits sex-based discrimination in education; and

WHEREAS, in 1992, the Campus Security Act, now known as the Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, was signed into law by President Bush requiring all colleges and universities across the United States to disclose information about crime on and around their campuses; and

WHEREAS, the Clery Act has been amended to require that school afford the victims of campus sexual assault certain basic rights, protect the victims of crime, whistleblowers and others from retaliation, and deal with campus emergency responses; and

WHEREAS, the Annual Security Report, which the Clery Act requires all colleges and universities to file by October 1st, must document three calendars years of select campus crime statistics including security policies and procedures as well and information on the basic rights guaranteed to victims of sexual assault; and

WHEREAS, in May of 2014, the U.S. Department of Education released a list of 55 colleges and universities that are under investigation for possible violations of the Clery Act, two of which are from Illinois – the University of Chicago and Knox College; and

WHEREAS, due to the recent publicized incidents of domestic violence by members of the National Football League and incidents on various college and university campuses, it is even more imperative that victims of sexual assault are aware of their basic rights; and

WHEREAS, the State of California recently enacted legislation that will require all California colleges and universities to develop survivor- centered policies for addressing sexual assault on campuses; and

WHEREAS, pursuant to California law, “Affirmative Consent” means consent as an affirmative act, in which both partners must express their desire to engage in each sexual act;

WHEREAS, Governor Cuomo of New York has instructed the State University of New York to overhaul its approach to preventing, investigating and prosecuting incidents of sexual assault, including making “affirmative consent” the rule on all of its campuses; and

WHEREAS, the City of Chicago finds that the public health and safety of its citizens, particularly its young adults, is being endangered by the increase of domestic and sexual violence occurring on and near college and university campuses; and

WHEREAS, affording victims of sexual violence basic rights for their protection is a legitimate role of government relating to the welfare of its citizens; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated herein and made part hereof as though fully set forth herein.

SECTION 2. Chapter 2-160 of the Municipal Code of Chicago is hereby amended by adding Section 2-160-045 underscored as follows:

2-160-045. Sexual Assault Victims’ Bill of Rights.

All campuses of the City Colleges of Chicago, as well as all other universities and colleges with campuses located within the city limits of the City of Chicago shall adopt a uniform Sexual Assault Victims’ Bill of Rights to notify and assist victims of sexual assault of their right to contact campus, local and or State law enforcement, to inform both the accuser and accused that they have the same opportunity to have others present at their hearings, and both shall be informed of the outcome of any campus disciplinary hearing, and to widely publicize the Bill of Rights to all students and to distribute it to victims of sexual assault.

The Sexual Assault Victims’ Bill of Rights shall also include campus-specific and local community victim resources (including the option of housing and academic changes as well as counseling services), shall be widely publicized to all students, with a hard copy document being made specifically available to any victim, so that students have clear and effective information

on what their rights and options are as well as how to access immediate and on-going assistance after an act of sexual assault has occurred.

The Bill of Rights shall adopt the following uniform definition of affirmative consent:

a) Consent is clear, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable clear permission regarding willingness to engage in (and the conditions of) sexual activity.

b) Consent to any one form of sexual activity cannot automatically imply consent to any other forms of sexual activity.

c) Previous relationships or prior consent cannot imply consent to future sexual acts.

d) A person is deemed incapable of consenting when that person is mentally defective, mentally incapacitated, physically helpless (whether induced by drugs, alcohol or otherwise), or asleep.

In addition to creating the Sexual Assault Victims' Bill of Rights, the City College system of Chicago, as well as all other universities and colleges located within Chicago, shall adopt, in coordination with the Commission on Human Relations, victim-centered policies and protocols regarding sexual assault, domestic violence, dating violence and stalking involving a student that comports with best practices and current professional standards. The policies and protocols governing these areas shall include, but not be limited to, the following:

1) A statement on how the institution will provide appropriate protections for the privacy of individuals involved, including confidentiality;

2) Creating protocols for the preservation of evidence from the incident, victim and witness interviews, and interview of the accused;

3) Providing that an individual who participates as a complainant or witness in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary sanctions for a violation of the institution's student conduct policy at or near the time of the incident;

4) A comprehensive, trauma-informed training program for campus officials involved in investigating and adjudicating sexual assault, domestic violence, dating violence and stalking cases; and

5) Procedures for confidential reporting by victims and third parties.

6) Procedures for victims to report complaints concerning the handling of their sexual assault investigations to the Commission on Human Relations.

SECTION 3. Section 2-120-510 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

2-120-510. Powers and Duties

The commission shall have the following powers and duties, in addition to those assigned by other provisions of the Municipal Code:

(a) to advise and consult with the mayor and the city council on all matters involving prejudice or discrimination based on race, color, sex, sexual assault victim's bill of rights, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, credit history (as to employment only) or professional training or education from an accredited institution and recommend such legislative action as it may deem appropriate to effectuate the policy of this ordinance;

* * * * *

(Omitted text is unaffected by this ordinance)

(r) to enter into collaborative partnerships with the City Colleges of Chicago and all colleges and universities with campuses in Chicago to create a uniform Sexual Assault Victims' Bill of Rights and to develop policies and protocols with these schools to for, including but not limited to, proper training in handling sexual assault crimes as well as creating programs for the prevention of sexual violence, domestic violence, dating violence and stalking.

SECTION 4. This ordinance shall be in full force and effect 60 days after its passage and publication.



City of Chicago



O2014-8120

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Conveyance of property and associated expenditure of open space impact fee funds for Eugene Field Park
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 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 a conveyance of property and associated expenditure of open space impact fee funds for Eugene Field Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1963

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 City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public open space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Albany Park Community Area and the North Park Community Area (the "Community Areas") have deepened the already significant deficit of open space in those Community Areas, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City owns three parcels of real property in the vicinity of Eugene Field Park along the North Branch of the Chicago River, as legally described on Exhibit A hereto (collectively, the "Property"); and

WHEREAS, one of the three City-owned parcels (identified as Parcel 1 on Exhibit A) is improved with a recreational trail and is presently managed by the Park District as part of Eugene Field Park; and

WHEREAS, the other two City-owned parcels (identified as Parcels 2 and 3 on Exhibit A) are located within the floodway along the North Branch of the Chicago River with Parcel 2 being acquired by the City using an Illinois Department of Commerce and Economic Opportunity "Ike" Disaster Recovery grant to create an open space buffer between the river and homes in the area and Parcel 3 being acquired by the City using open space fee funds pursuant to an Ordinance adopted by the City Council on November 13, 2013 and published at pages 65302 to 65306 of the Journal of the same date; and

WHEREAS, the Property consists of approximately 0.3 acres and is located in the Albany Park Community Area, which is contiguous to the North Park Community Area; and

WHEREAS, DPD and the Park District have proposed the implementation of a project to expand Eugene Field Park by making certain capital improvements to the Property as described on Exhibit B (the "Project"); and

WHEREAS, the Park District wishes to accept the transfer of the Property from the City and to construct the Project on the Property; and

WHEREAS, the City is authorized to convey title to or other interests in City-owned real estate to other municipalities in accordance with the provisions of the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*; and

WHEREAS, by ordinance adopted on April 9, 2014, the Board of Commissioners of the Park District authorized the acceptance of title to the Property from the City; and

WHEREAS, on June 19, 2014, the Chicago Plan Commission recommended the transfer of the Property to the Park District; and

WHEREAS, DPD desires to spend and to make available to the Park District proceeds of the Open Space Fees collected by DOF in the amounts described in Exhibit B, for the purpose of funding the Project, which will provide additional open space and recreational facilities for the benefit of the residents of the Community Areas; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and/or capital improvements which provide a direct and material benefit to the new developments from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD and the Park District have agreed to use the proceeds from the Open Space Fees, in the amounts set forth on Exhibit B, for capital improvements relating to the Project, in accordance with the terms and conditions specified in an intergovernmental agreement between the City and the Park District in substantially the form of Exhibit C attached hereto (the "IGA"); and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the corresponding Community Areas in which Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; 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 part of this ordinance as though fully set forth herein.

SECTION 2. The City hereby approves the conveyance of the Property to the Park District in its "as is" condition for the sum of \$1.00.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk, is authorized to attest, a quitclaim deed or deeds conveying the Property to the Park District. The quitclaim deed(s) shall include the following covenant running with the land, or language substantially similar and acceptable to the Corporation Counsel:

This conveyance is subject to the express condition that the Property be used for park purposes. In the event that the above condition is not met, the City may re-enter and take possession of the Property, terminate the estate conveyed to the Park District, and revert title to the Property in the City.

SECTION 4. The City Council hereby finds that the expenditure of the Open Space Fees, as proposed on Exhibit B, will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 5. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner is each hereby authorized, subject to the approval of the Corporation Counsel, to enter into the IGA, and to provide Open Space Fees to the Park District in an amount not to

exceed \$135,949, from the specific funds set up by DOF for the Community Areas listed on Exhibit B, to pay for expenses permitted under the Open Space Ordinance.

SECTION 6. Open Space Fees in an amount not to exceed \$135,949 (\$102,437 from the Albany Park Community Area and \$33,512 from the North Park Community Area) are hereby appropriated for the Project.

SECTION 7. The Commissioner or a designee of the Commissioner is each hereby authorized, to negotiate, execute and deliver such documents as may be necessary or appropriate to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel. Such documents may contain terms and provisions that the Commissioner deems appropriate.

SECTION 8. To the extent that any ordinance, resolution, rule, order or provision of the Code, 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 9. This ordinance shall be in full force and effect from and after the date of its passage and approval.

S:\SHARED\Finance\Open Space Projects\Open Space Fee Parks\Ordinances\Eugene Field Park\Ordinance v.2.docx.doc

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

LOT 22 IN BLOCK 2 IN HINDMAN'S SUBDIVISION OF THE NORTH ½ OF THE NORTH ½ (EXCEPT THE WEST 13.8 FEET THEREOF AND EXCEPT STREETS HERETOFORE DEDICATED) OF THE EAST 52 ACRES OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5101 NORTH LAWNGDALE AVENUE
CHICAGO, ILLINOIS 60625

PROPERTY INDEX NO: 13-11-303-022-0000

PARCEL 2:

LOT 33 (EXCEPT THE SOUTH 32 FEET THEREOF) AND ALL OF LOTS 34 AND 35 IN BLOCK 1 IN HINDMAN'S SUBDIVISION OF THE SOUTH ½ OF THE NORTH ½ (EXCEPT THE WEST 13.8 FEET THEREOF, AND ALSO EXCEPT THE SOUTH 33 FEET THEREOF, AND ALSO EXCEPT STREETS HERETOFORE DEDICATED) OF THE EAST 52 ACRES OF THE SOUTH WEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5051-57 NORTH MONTICELLO AVENUE
CHICAGO, ILLINOIS 60625

PROPERTY INDEX NO: 13-11-312-001-0000
13-11-312-042-0000

PARCEL 3:

LOT 1 IN BLOCK 2 IN HINDMAN'S SUBDIVISION OF THE SOUTH ½ OF THE NORTH ½ (EXCEPT THE WEST 13.8 FEET THEREOF AND EXCEPT THE SOUTH 33 FEET HERETOFORE DEDICATED) OF THE EAST 52 ACRES OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5056 NORTH MONTICELLO AVENUE
CHICAGO, ILLINOIS 60625

PROPERTY INDEX NO: 13-11-311-021-0000

EXHIBIT B

DESCRIPTION OF PROJECT

Eugene Field Park Expansion

Address:	City-owned parcels described on Exhibit A
Community Area(s):	Albany Park and North Park
Project Description:	Expand park land and river walk bike trail along the North Branch of the Chicago River; create landscaped buffer along the North Branch of the Chicago River for flood plain management and open space recreational use
Amount of Open Space Fees:	\$135,949 (\$102,437 from the Albany Park Open Space Fund and \$33,512 from the North Park Open Space Fund)

EXHIBIT C
INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is entered into as of _____, 2014 (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), and the Chicago Park District ("Park District"), a body politic and Corporate of the State of Illinois ("Park District"). Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "North Park Open Space Fees Proceeds") for new dwelling units built in the Community of North Park ("the North Park Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code PS36 131 13 5036 2604; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "Albany Park Open Space Fees Proceeds") for new dwelling units built in the Community of Albany Park ("the Albany Park Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code PS36 131 14 5036 2604; and

WHEREAS, the City is the owner of parcels of real property in the vicinity of Eugene Field Park along the North Branch of the Chicago River, which are legally described on Exhibit A hereto (the "Property");

WHEREAS, the City desires to convey the Property to the Park District for the expansion of Eugene Field Park (the "Conveyance");

WHEREAS, the City and Park District desire to develop park space at each of the above mentioned parcels and incorporate them into Eugene Field Park (the "Project") for the benefit and use of the general public including the North Park and Albany Park communities, respectively;

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, DPD desires to provide to Park District Open Space Fees Proceeds, in an amount not to exceed \$135,949 (the "Grant") for reimbursement costs associated with the Project; and

WHEREAS, on _____, 2014, the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____,

finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Conveyance and the Grant and this Agreement is subject to certain terms and conditions (the "Authorizing Ordinance"); and

WHEREAS, On January 15, 2014, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance 1"); and

WHEREAS, On April 14, 2014, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept the transfer of Property from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance 2"); and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to Park District; and

WHEREAS, the City and Park District have among their powers the authority to contract with each other to perform the undertakings described herein;

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 City and Park District agree as follows:

SECTION 1. THE GRANT

1.1. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to reimburse Park District for all or part of the cost of completing the Project in accordance with the budget attached to this Agreement as Exhibit B (the "Budget"), which budget is hereby approved by DPD, and only after Park District has submitted Certificate(s) of Expenditure to DPD (as defined below) along with such supporting documentation as the City may reasonably require.

1.2 Park District may request that certificate(s) of expenditure substantially in the form attached hereto ("Certificates of Expenditure") as Exhibit E be processed and executed periodically. The City will not execute Certificates of Expenditure in the aggregate in excess of the actual cost of the Project. Prior to each execution of a Certificate of Expenditure by the City, Park District must submit documentation regarding the applicable expenditures to DPD. Delivery by Park District to DPD of any request for execution by the City of a Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that,

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

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

(c) 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 Drawings (hereinafter defined); and

(d) 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.

1.3. Park District hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, Park District must repay to the City any such excess Grant funds received by Park District.

1.4. Park District is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses. Notwithstanding anything to the contrary in this Agreement, in no event will the City or Park District be responsible for any cost or expenses of the Project exceeding the Budget. In the event that either party believes that the Budget may not provide sufficient funds for the construction of the Project, such party must notify the other party and the parties must cooperate to modify the Project so that it can be completed in accordance with the Budget.

1.5. The source of funds for the City's obligations under this Agreement are funds identified by CAPS Codes: PS36 131 13 5036 2604 (\$33,512) and PS36 131 14 5036 2604 (\$102,437). Park District hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of funds as described in and limited by this Section 1.5. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify Park District in writing of that occurrence, and Park District will have the right, but not the obligation to terminate this Agreement by written notice to the City.

SECTION 2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. **Title Commitment and Insurance; Survey.** Park District must be responsible for obtaining, at its own expense, any title commitment or title policy and survey with respect to the Property that it deems necessary.

B. **Construction Documents and Landscape Plan.** Park District has developed the construction documents and a plan for the Project (the "Drawings") as shown on Exhibit C. No material deviation from the Drawings will be made without the prior written approval of DPD, which approval will not be unreasonably withheld, conditioned or delayed. The approval of the Drawings by DPD are for the purposes of this Agreement only and other than as set forth in the Drawings, no structures or improvements are to be constructed on the Property by Park District without the prior written approval of DPD, which approval will not be unreasonably withheld, conditioned or delayed and will not constitute the approval required by the City's Department of Buildings, or any other Department of the City.

C. **Schedule.** Park District has prepared a preliminary schedule for the development and construction of the Project as set forth on Exhibit D (the "Schedule"). No material deviation from the Schedule will be made without the prior written approval of DPD, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event will the

approval of DPD be required for any changes to the Schedule required because of the City's failure to approve and pay any Certificate of Expenditure, or required in connection with any force majeure event.

D. **Use.** The Project must be utilized as open space for use by the public for and on behalf of the City. This Agreement does not confer any special rights upon Park District or any other person or entity to use the Project for private parties or events.

E. **Certification.** Park District must submit a payment certification form as attached as Exhibit E prior to any Grant funds being released.

SECTION 3. TERM OF AGREEMENT

Term of Agreement. The term of this Agreement will commence as of the Closing Date and, unless otherwise terminated as provided in this Agreement, will expire on the second anniversary of the Closing Date. Notwithstanding the foregoing, if Park District modifies the Schedule pursuant to Section 2(c) of this Agreement and such modification extends beyond the term, the term will be adjusted accordingly.

SECTION 4. COVENANTS AND REPRESENTATIONS

Park District hereby warrants, represents and/or covenants to the City that:

4.1. Park District will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on Exhibit B.

4.2. Park District will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, Park District, or the Grant. Upon the City's request, Park District will provide evidence of such compliance satisfactory to the City.

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

4.4. Park District has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

4.5. Signing, delivery and performance by Park District of this Agreement does not violate its bylaws, articles of incorporation, resolutions 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 Park District is party or by which it is bound.

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

4.7. Park District is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

4.8. If the Grant, or a portion thereof, is used for construction, Park District and all its contractors and subcontractors must meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

4.9. Park District must maintain and keep in force, at its sole cost and expense, at all times during the term of this Agreement, insurance in such amounts and of such type as set forth in Section 6 below.

4.10. Park District must at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

4.11. Intentionally Omitted.

4.12. Intentionally Omitted.

4.13. The Parties agree that the Park District will maintain the Project improvements on the Property in a condition and manner acceptable to the City.

4.14. It is the duty of Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

It is the duty of the Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

4.15 Failure by Park District or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code will be grounds for termination of this Agreement and the transactions contemplated hereby.

4.16 Independent Contractor

(a) The Park District shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Park District is aware that City policy prohibits City employees from directing any individual to apply for a position with Park District, either as an employee or as a subcontractor, and from directing Park District to hire an individual as an employee or as a subcontractor. Accordingly, Park District must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Park District under this Agreement are employees or subcontractors of Park District, 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 Park District.

(d) Park District 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.

(e) In the event of any communication to Park District by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Park District 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 DPD. Park District will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

4.17 FOIA and Local Records Act Compliance

(a) FOIA. Park District acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et seq., as amended ("**FOIA**"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Park District receives a request from the City to produce records within the scope of FOIA, then Park District covenants to comply with such request within 48 hours of the date of such request. Failure by Park District to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that Park District submits to the City during the term

of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Park District to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Park District mark any such documents as "proprietary, privileged or confidential." If Park District marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Park District acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the "**Local Records Act**"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Park District covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

SECTION 5. ENVIRONMENTAL MATTERS

5.1. It will be the responsibility of Park District to investigate and determine the soil and environmental condition of the Property, if deemed necessary, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any use whatsoever.

5.2. Park District agrees to carefully inspect the Property and all easements or other agreements recorded against the Property prior to commencement of any activity on the Property to ensure that such activity will not damage surrounding property, structures, utility lines or any subsurface lines or cables. Park District must be solely responsible for the safety and protection of the public on the portions of the Property affected by the Project, until the portion of the Project on each portion of the Property is completed. The City reserves the right to inspect the work being done on the Property. 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 Park District.

5.3. Prior to inspecting the Property, Park District or its subcontractors, if any, must obtain insurance in accordance with Section 6 below, all necessary permits and, if applicable, a right of entry.

SECTION 6. INSURANCE

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

INSURANCE TO BE PROVIDED

6.1.1. Workers Compensation and Employers Liability. Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this

Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

6.1.2. 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 must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Subcontractors performing work or services for Park District must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

6.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, Park District must 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. The City is to be named as an additional insured on a primary, non-contributory basis.

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

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

6.2. **ADDITIONAL REQUIREMENTS.** Park District must furnish the City of Chicago, Department of Planning and Development, 121 N. LaSalle Street, Room 1101, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, 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. Park District must submit evidence of insurance on the City's Insurance Certificate Form (copy attached as Exhibit F) or equivalent prior to execution of the Agreement. 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 from Park District is not a waiver by the City of any requirements for Park District to obtain and maintain the specified coverages. Park District must advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance does not relieve Park District of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must 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.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Park District.

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

The coverages and limits furnished by Park District in no way limit Park District's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Park District under this Agreement.

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

Park District must require all subcontractors to provide insurance required in this Agreement, or Park District may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Park District unless otherwise specified in this Agreement.

If Park District or its subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 7. INDEMNIFICATION

Park District will indemnify and defend the City, its officials, agents and employees (the "City Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnitees suffer or incur arising from or in connection with the actions or omissions of Park District and/or any contractors or subcontractors in implementing the Project, if any, or Park District's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

SECTION 8. NO LIABILITY OF OFFICIALS

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

SECTION 9. DEFAULT AND REMEDIES

9.1. If Park District, without the City's written consent (which consent will not be unreasonably withheld, conditioned or delayed) defaults by failing to perform any of its obligations under this Agreement then the City may terminate this Agreement if such default is not cured as provided in Section 9.2 below.

9.2. Prior to termination, the City will give Park District 30 days' advance written notice of the City's intent to terminate stating the nature of the default. If Park District does not cure the default within the 30-day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, Park District will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

9.3. Either Party may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement, or damages for failure of performance, or both.

SECTION 10. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

10.1. Pursuant to Section 2-156-030(b) of the Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement will be grounds for termination of this Agreement. The term business relationship is defined in Section 2-156-080 of the Code.

10.2. Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) any ownership through purchase at fair market value or inheritance of less than 1 percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any

employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 11. GENERAL CONDITIONS

11.1. Assignment. This Agreement, or any portion thereof, will not be assigned by either Party without the express prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed.

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

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

11.4. Entire Agreement. This Agreement contains the entire agreement between the City and Park District and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

11.5. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

11.6. Governing Law, Venue and Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.7. Inspection and Records. Park District must provide the City with reasonable access to its books and records relating to the Project and the Grant as will be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City will, at all reasonable times, have access to all such books and records which right of access will continue until the date that is five years after the expiration or termination of this Agreement .

11.8. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

11.9. Notice. Any notice, demand or communication required or permitted to be given hereunder will be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by electronic mail or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
 Department of Planning and Development
 Attention: Commissioner

121 N. LaSalle Street, Room 1000
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

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

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

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

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof will be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof will be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof will be deemed received three business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications will be given.

11.10. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement will be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement 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 City or Park District, will 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 or Park District.

11.11. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, will 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 will remain in full force and effect only if, after excluding the

portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

11.12. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

11.13. Waiver. Waiver by either party with respect to the breach of this Agreement will not be considered or treated as a waiver of the rights of such party with respect to any other default or with respect to any particular default except to the extent specifically waived by such party in writing.

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

11.15. Further Actions. Park District and the City agree to do, execute, acknowledge and deliver all agreements and other documents and to take all actions reasonably necessary or desirable to comply with the provisions of this Agreement and the intent thereof.

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

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Planning and Development

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

Property Description

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

LOT 22 IN BLOCK 2 IN HINDMAN'S SUBDIVISION OF THE NORTH ½ OF THE NORTH ½ (EXCEPT THE WEST 13.8 FEET THEREOF AND EXCEPT STREETS HERETOFORE DEDICATED) OF THE EAST 52 ACRES OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5101 NORTH LAWNGDALE AVENUE
CHICAGO, ILLINOIS 60625

PROPERTY INDEX NO: 13-11-303-022-0000

PARCEL 2:

LOT 33 (EXCEPT THE SOUTH 32 FEET THEREOF) AND ALL OF LOTS 34 AND 35 IN BLOCK 1 IN HINDMAN'S SUBDIVISION OF THE SOUTH ½ OF THE NORTH ½ (EXCEPT THE WEST 13.8 FEET THEREOF, AND ALSO EXCEPT THE SOUTH 33 FEET THEREOF, AND ALSO EXCEPT STREETS HERETOFORE DEDICATED) OF THE EAST 52 ACRES OF THE SOUTH WEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5051-57 NORTH MONTICELLO AVENUE
CHICAGO, ILLINOIS 60625

PROPERTY INDEX NO: 13-11-312-001-0000
13-11-312-042-0000

PARCEL 3:

LOT 1 IN BLOCK 2 IN HINDMAN'S SUBDIVISION OF THE SOUTH ½ OF THE NORTH ½ (EXCEPT THE WEST 13.8 FEET THEREOF AND EXCEPT THE SOUTH 33 FEET HERETOFORE DEDICATED) OF THE EAST 52 ACRES OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5056 NORTH MONTICELLO AVENUE
CHICAGO, ILLINOIS 60625

PROPERTY INDEX NO: 13-11-311-021-0000
13-11-311-021 -0000

EXHIBIT B

Budget

TOTAL: \$135,949

Cost	Item
\$28,000	Excavation
\$28,000	Soil
\$16,000	Fencing
\$10,560	Sod
\$3,400	Trees
\$83,850	Lighting
\$40,022	Paving
\$13,000	Contingency
\$135,949	TOTAL

EXHIBIT C

Drawings

[To be attached at Closing]

EXHIBIT D

Project Schedule

[To be attached at Closing]

EXHIBIT E

Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, Chicago Park District, a body politic and Corporate of the State of Illinois, hereby certifies that with respect to that certain Intergovernmental Agreement between 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 Open Space Impact Fee-Funded Improvements for the Project reimbursed by the City to date: \$_____
- C. Park District requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements: \$_____
- D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.
- E. 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 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. 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. 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 Park District as related thereto.

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

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

Meg Gustafson
Department of Planning and
Development
City Hall, Room 905
312.744.0524

EXHIBIT F

Insurance Form

[To be attached at Closing]



City of Chicago



A2014-100

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Tina Travlos Nihlean 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

October 8, 2014

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

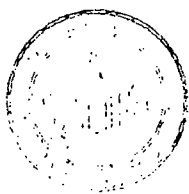
Ladies and Gentlemen:

I have reappointed Tina Travlos Nihlean as a member of Special Service Area No. 26, the Broadway Commercial District Commission, for a term effective immediately and expiring May 26, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

1954

1954

1954



City of Chicago



A2014-101

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Heather J. Hill as member of Special Service Area No. 54, Sheridan Road Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

I have reappointed Heather J. Hill as a member of Special Service Area No. 54, the Sheridan Road Commission, for a term effective immediately and expiring June 6, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY



City of Chicago



A2014-95

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 10/8/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Homer H. Bryant, Kevin Coval, Jeanne K. Gang, Sandra P. Guthman, Mary Ittelson, Eileen LaCario, Shirley R. Madigan, Sheila O'Grady, Jane M. Saks, Howard A. Tullman, Ernest C. Wong and Baraka de Soleil as members of Cultural Affairs and Special Events Advisory Council

Committee(s) Assignment: Committee on Special Events, Cultural Affairs and Recreation



Spec
Evt

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

I have reappointed as members of the Cultural Affairs and Special Events Advisory Council for terms effective immediately and expiring October 5, 2016: Homer H. Bryant, Kevin Coval, Jeanne K. Gang, Sandra P. Guthman, Mary Ittelson, Eileen LaCario, Shirley R. Madigan, Sheila O'Grady, Jane M. Saks, Howard A. Tullman, Ernest C. Wong, and Baraka de Soleil.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

1962



City of Chicago



A2014-96

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 10/8/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Carol L. Adams, Anita Blanchard, Antonia J. Contro, Nora Daley, Jay L. Franke, Theaster Gates, Jr., Marjorie S. Halperin, Ra O. Joy, Diana L. Martinez, Mike Reed, Rebekkah A. Sander, Roell A. Schmidt, Michael P. Thornton and Angel M. Ysaguirre as members of Cultural Affairs and Special Events Advisory Council

Committee(s) Assignment: Committee on Special Events, Cultural Affairs and Recreation



Spec
Eve

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 2014

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

Ladies and Gentlemen:

I have reappointed as members of the Cultural Affairs and Special Events Advisory Council for terms effective immediately and expiring October 5, 2015: Carol L. Adams, Anita Blanchard, Antonia J. Contro, Nora Daley, Jay L. Franke, Theaster Gates, Jr., Marjorie S. Halperin, Ra O. Joy, Diana L. Martinez, Mike Reed, Rebecca A. Sander, Roell A. Schmidt, Michael P. Thornton, and Angel M. Ysaguirre.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1955



City of Chicago



O2014-8084

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/8/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Sale of various City-owned properties within Englewood, West Englewood, Woodlawn and Washington Park community areas and parts of Greater Grand Crossing, New City and Fuller Park community areas
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 8, 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 ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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

Mayor

ORDINANCE

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

WHEREAS, the City has acquired title to numerous parcels of vacant property located throughout the City of Chicago pursuant to its responsibility to protect the health, safety and welfare; and

WHEREAS, many of the City-owned parcels are of minimal value, yet are costly for the City to clean-up and maintain; and

WHEREAS, it is the City's intention to dispose of those certain City-owned, vacant parcels (i.e., no structures), which are zoned residential, are located in the Englewood, West Englewood, Woodlawn and Washington Park community areas, and parts of the Greater Grand Crossing, New City and Fuller Park community areas, and are identified in Exhibit A attached hereto (each, a "City Parcel", and collectively, the "City Parcels"); and

WHEREAS, the disposition of the City Parcels would allow local residents to have greater control over land in their neighborhood, and provide opportunities to possibly profit from selling those parcels in the future as the areas in which the parcels are located revitalize; and

WHEREAS, public notices advertising the proposed sale of the City Parcels appeared in the Sun-Times on October 8 and 15, 2014; and

WHEREAS, the Department has received applications relating to the disposition of the City Parcels; and

WHEREAS, the Department has evaluated the applications based on the following criteria: (i) A Qualifying Property Owner (as defined below) may not purchase more than two (2) City Parcels per parcel of real property that the Qualifying Property Owner owns on the same block as the City Parcels; and (ii) if the Department receives complete applications from more than one Qualifying Property Owner for a particular City Parcel, then the Department will select the "successful" application based on a random (e.g., blind lottery) selection process; provided, however, if only one of the complete applications was submitted by a Qualifying Property Owner who owns a parcel of land adjacent to the City Parcel, then the Department will select such Qualifying Property Owner's application. "Person" means any natural individual, firm, trust, partnership, association, joint venture, for-profit corporation or other legal entity, other than a not-for-profit corporation. "Qualifying Property Owner" means (i) a Person who owns a parcel of real property located on the same block as a City Parcel, and who is not delinquent in the payment of any property taxes or any debt owed to the City of Chicago, County of Cook or State of Illinois, or (ii) a non-sectarian, not-for-profit corporation in good standing with the State of Illinois which owns a parcel of real property located on the same block as a City Parcel, and which is not delinquent in the payment of any property taxes or any debt owed to the City of Chicago,

County of Cook or State of Illinois; and

WHEREAS, by Resolution No. 14-096-21, adopted by the Plan Commission of the City of Chicago (the "Plan Commission") on August 21, 2014, the Plan Commission recommended the sale of the City Parcels; now, therefore,

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

SECTION 1. The above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, quitclaim deeds, each such deed conveying a City Parcel to the respective Qualifying Property Owner selected by the Department, or to a land trust of which the Qualified Property Owner is the sole beneficiary, or to an entity of which the Qualified Property Owner is the sole owner and the controlling party.

SECTION 3. Any deed conveying a City Parcel to a Qualifying Property Owner may contain such covenants as the Department reasonably deems necessary, including, but not limited to, covenants that require the Qualifying Property Owner for a period of five (5) years commencing on the date on which the City conveys title to such City Parcel to the Qualifying Property Owner (a) to remain in title to the City Parcel and (b) to maintain the City Parcel. The City shall have a right of reverter if the Qualifying Property Owner fails to comply with such covenants. The Department may require the Qualifying Property Owner to execute a reconveyance deed at the time the City conveys the City Parcel, for the purpose of facilitating the City's exercise of its right of reverter, if necessary.

SECTION 4. 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 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

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

EXHIBIT A

List of City Parcels

(Subject to final title commitment and survey)

[Attached]

Requested Address	Requested PIN	Ward
1001 W 61ST ST	20-17-419-007	16th
1014 W 61ST ST	20-17-411-022	16th
1204 W 52ND ST	20-08-307-038	20th
1216 W 72ND PL	20-29-114-046	6th
1247 W GARFIELD BLVD	20-17-106-003	16th
1270 W 71ST PL	20-29-104-035	6th
1275 W 71ST PL	20-29-109-003	6th
1339 W 61ST ST	20-17-320-008	16th
1415 W 65TH PL	20-23-219-014	5th
1415 W 69TH ST	20-20-319-005	6th
1417 W 69TH ST	20-20-319-004	6th
1514 W 65TH PL	20-23-219-016	5th
1520 E MARQUETTE RD	20-23-221-021	5th
154 W 70TH ST	20-21-415-017	6th
1540 E MARQUETTE RD	20-23-226-011	5th
1655 W MARQUETTE RD	20-19-406-001	16th
1756 W 61ST ST	20-18-412-037	15th
2054 W 71ST ST	20-19-339-025	17th
2124 W 52ND PL	20-07-308-053	16th
219 W 66TH ST	20-21-216-003	6th
223 W 66TH ST	20-21-216-005	6th
310 W 61ST PL	20-16-415-048	20th
313 W 60TH ST	20-16-407-012	20th
316 W NORMAL PKWY	20-21-400-035	6th
318 W 53RD ST	20-09-409-009	3rd
318 W NORMAL PKWY	20-21-400-034	6th
319 W 64TH ST	20-21-204-016	20th
319 W MARQUETTE RD	20-21-400-014-0000	6th
320 W 61ST PL	20-16-415-044	20th
326 W 60TH ST	20-16-402-023	20th
330 W 60TH ST	20-16-402-022	20th
343 W 59TH ST	20-16-400-003	20th
438 W ENGLEWOOD AVE	20-16-323-023	20th
442 W ENGLEWOOD AVE	20-16-323-022	20th
448 W 61ST PL	20-16-317-018	20th
456 E 67TH ST	20-22-225-044	20th
5006 S MICHIGAN AVE	20-10-119-013	3rd
5010 S LAFLIN ST	20-08-125-023	20th
5014 S LAFLIN ST	20-08-125-025	20th
5022 S MORGAN ST	20-08-217-027	20th
5024 S MORGAN ST	20-08-217-028	20th
5025 S MICHIGAN AVE	20-10-120-011	3rd
5026 S MORGAN ST	20-08-217-029	20th
5124 S LOWE AVE	20-09-302-035	3rd
5135 S WINCHESTER AVE	20-07-401-019	16th
5136 S JUSTINE ST	20-08-300-035	16th
5146 S JUSTINE ST	20-08-300-040	16th
515 W 61ST PL	20-16-319-013	20th
517 W 62ND ST	20-16-322-011	20th
519 W 62ND ST	20-16-322-010	20th
5204 S JUSTINE ST	20-08-308-020	16th
5206 S JUSTINE ST	20-08-308-021	16th
5208 S JUSTINE ST	20-08-308-022	16th
5213 S DAMEN AVE	20-07-408-006	16th
5214 S HERMITAGE AVE	20-07-412-030	16th
5220 S WOOD ST	20-07-411-030	16th
523 W 62ND ST	20-16-322-009	20th
5235 S JUSTINE ST	20-08-309-012	16th
5236 S HERMITAGE AVE	20-07-412-038	16th
5238 S JUSTINE ST	20-08-308-035	16th
5258 S PAULINA ST	20-07-413-048	16th
526 W 60TH PL	20-16-311-018-0000	20th
528 W 65TH ST	20-21-120-011	20th
530 W 65TH PL	20-21-120-012	20th
5300 S WALLACE ST	20-09-319-035	3rd
5301 S HERMITAGE AVE	20-07-421-001	16th
5301 S PRINCETON AVE	20-09-417-001	3rd
5302 S WOLCOTT AVE	20-07-417-026	16th

Requested Address	Requested PIN	Ward
5303 S PRINCETON AVE	20-09-417-002	3rd
5320 S INDIANA AVE	20-10-310-036	3rd
5320 S PAULINA ST	20-02-421-033	16th
5336 S INDIANA AVE	20-10-310-041	3rd
5337 S PRINCETON AVE	20-09-417-014	3rd
5337 S WINCHESTER AVE	20-07-417-016	16th
5346 S SEELEY AVE	20-07-316-016	16th
5348 S SEELEY AVE	20-07-316-017	16th
537 W 60TH ST	20-16-311-004	20th
5401 S PAULINA ST	20-07-430-001	16th
5419 S MARSHFIELD AVE	20-07-431-008	16th
5437 S PAULINA ST	20-07-430-015	16th
5437 S UNION AVE	20-09-329-002	20th
548 E 62ND ST	20-15-411-036	20th
5516 S MARSHFIELD AVE	20-18-206-017	16th
5521 S INDIANA AVE	20-15-105-001	20th
5523 S INDIANA AVE	20-15105-002	20th
5526 S HERMITAGE AVE	20-18-204-024	15th
5527 S LAFIN ST	20-17-102-014	16th
5566 S PRINCETON AVE	20-16-201-063	3rd
5605 S PAULINA ST	20-18-214-003	16th
5610 S ADA ST	20-17-112-028	16th
5610 S MAY ST	20-17-208-029	16th
5621 S LAFAYETTE AVE	20-16-207-029	3rd
5623 S INDIANA AVE	20-15-110-008	20th
5623 S LAFAYETTE AVE	20-16-207-030	3rd
5631 S PRAIRIE AVE	20-15-111-008	20th
5634 S WABASH AVE	20-15-107-041	20th
5636 S PRINCETON AVE	20-16-201-077	20th
5643 S SHIELDS AVE	20-16-201-041	3rd
5648 S SHIELDS AVE	20-16-208-009	3rd
5650 S DR MARTIN LUTHER KING JR DR	20-15-112-025	20th
5652 S PRINCETON AVE	20-16-201-084	20th
5655 S CALUMET AVE	20-15-112-013	20th
5659 S CALUMET AVE	20-15-112-014	20th
5710 S ADA ST	20-17-120-029	16th
5711 S CARPENTER ST	20-17-219-005	16th
5719 S HONORE ST	20-18-219-007	15th
5722 S PRINCETON AVE	20-16-209-039	20th
5724 S UNION AVE	20-16-113-028	20th
5730 S ADA ST	20-17-120-037	16th
5730 S UNION AVE	20-16-113-030	20th
5745 S MAY ST	20-17-217-020	16th
5746 S MAY ST	20-17-216-017	16th
5805 S LAFAYETTE AVE	20-16-221-016	20th
5812 S BISHOP ST	20-17-126-016	16th
5814 S BISHOP ST	20-17-126-017	16th
5817 S LaFAYETTE AVE	20-16-221-017	20th
5915 S PEORIA ST	20-17-406-007	16th
5917 S PEORIA ST	20-17-406-008	16th
5923 S CALUMET AVE	20-15-305-008	20th
5925 S CALUMET AVE	20-15-305-009	20th
5938 S LOOMIS BLVD	20-17-303-026	16th
5941 S PRAIRIE AVE	20-15-304-010	20th
5943 S MARSHFIELD AVE	20-18-407-016	15th
5946 S WOOD ST	20-18-403-040	15th
5948 S HERMITAGE AVE	20-18-404-042	16th
5948 S WOOD ST	20-18-403-041	15th
5949 S CARPENTER ST	20-17-403-023	16th
6000 S WOLCOTT AVE	20-18-409-025	15th
6004 S WOLCOTT AVE	20-18-409-027	15th
6014 S MARSHFIELD AVE	20-18-414-022	15th
6016 S MARSHFIELD AVE	20-18-414-023	15th
6020 S ADA ST	20-17-312-026	16th
6022 S ADA ST	20-17-312-027	16th
6022 S WOOD ST	20-18-411-032	15th
6023 S CARPENTER ST	20-17-411-010	16th
6043 S CARPENTER ST	20-17-411-017	16th

Requested Address	Requested PIN	Ward
6044 S ST LAWRENCE AVE	20-15-404-026	20th
6054 S MORGAN ST	20-17-411-043	16th
607 W 54TH PL	20-09329-021	20th
609 W 54TH PL	20-09-329-020	20th
6111 S RHODES AVE	20-15-411-003	20th
6117 S KIMBARK AVE	20-14-408-003	20th
6124 S RHODES AVE	20-15-410-021	20th
6131 S DR MARTIN LUTHER KING JR DR	20-15-408-006	20th
6132 S BISHOP ST	20-17-318-027	16th
6140 S INGLESIDE AVE	20-14-308-029	20th
6158 S ELLIS AVE	20-14-309-017	20th
6160 S INGLESIDE AVE	20-14-308-038	20th
6201 S ADA ST	20-17-330-001	16th
6212 S UNIVERSITY	20-14-317-017	20th
6213 S HERMITAGE AVE	20-18-429-006	15th
6217 S ADA ST	20-17-330-007	16th
6217 S HERMITAGE AVE	20-18-429-007	15th
6217 S THROOP ST	20-17-331-005	16th
622 E 67TH ST	20-22-228-042	20th
622 W 71ST ST	20-21-324-016	6th
6220 S UNIVERSITY AVE	20-14-317-019	20th
6229 S RHODES AVE	20-15-419-008	20th
6312 S RHODES AVE	20-22-202-021	20th
6321 S JUSTINE ST	20-20-101-011	16th
6324 S LAFLIN ST	20-20-101-031	16th
6326 S RHODES AVE	20-22-202-026	20th
6336 S HONORE ST	20-19-202-032	20th
6338 S ELLIS AVE	20-23-105-044	20th
6340 S NORMAL AVE	20-21-105-034	20th
6344 S KENWOOD AVE	20-23-201-023	20th
6349 S GREENWOOD AVE	20-23-109-002	20th
6353 S HAMILTON AVE	20-19-105-026	16th
6357 S CHAMPLAIN AVE	20-22-205-022	20th
6368 S ELLIS AVE	20-23-105-052	20th
638 W 60TH ST	20-16-301-062	20th
6400 S HONORE ST	20-19-210-021	15th
6400 S MORGAN ST	20-20-211-024	16th
6401 S PEORIA ST	20-20-214-001	20th
6402 S MAY ST	20-20-208-025	16th
6403 S HONORE ST	20-19-211-022	15th
6403 S MAY ST	20-20-209-001	16th
6406 S EBERHART AVE	20-22-209-019	20th
6406 S LOOMIS BLVD	20-20-111-026	16th
6406 S MARYLAND AVE	20-23-102-013	20th
641 W 61ST PL	20-16-318-034	16th
6411 S KENWOOD AVE	20-23-213-004	20th
6413 S VERNON AVE	20-22-209-005	20th
6415 S MARYLAND AVE	20-23-103-005	20th
6416 S CARPENTER ST	20-20-210-027	16th
6416 S CHAMPLAIN AVE	20-22-212-029	20th
6416 S DREXEL AVE	20-23-103-028	20th
6417 S HOYNE AVE	20-19-113-006	16th
6419 S ST LAWRENCE AVE	20-22-212-007	
6420 S MAY ST	20-20-208-031	16th
6421 S MARYLAND AVE	20-23-103-007	20th
6428 S KIMBARK AVE	20-23-210-011	20th
643 W 61ST PL	20-16-318-033	16th
6430 S DORCHESTER AVE	20-23-213-036	20th
6430 S KIMBARK AVE	20-23-210-009	20th
6432 S LAFLIN ST	20-20-109-038	16th
6434 S LAFLIN ST	20-20-109-039	16th
6434 S MARYLAND AVE	20-23-102-017	20th
6442 S DORCHESTER AVE	20-23-213-039	20th
6444 S JUSTINE ST	20-20-108-041	
6452 S HERMITAGE AVE	20-19-212-037	15th
6454 S KIMBARK AVE	20-23-210-015	20th
6454 S ST LAWRENCE AVE	20-22-211-040	20th
6456 S LOOMIS AVE	20-20-111-046	

Requested Address	Requested PIN	Ward
6457 S RHODES AVE	20-22-211-021	20th
6460 S DORCHESTER AVE	20-23-213-044	20th
6500 S PARNELL AVE	20-21-118-003	20th
6502 S PARNELL AVE	20-21-118-004	20th
6504 S ELLIS AVE	20-23-115-019	20th
6512 S DORCHESTER AVE	20-23-213-050	20th
6519 S GREENWOOD AVE	20-23-117-006	5th
6524 S YALE AVE	20-21-209-021	20th
6525 S WOODLAWN AVE	20-23-211-015	20th
6531 S YALE AVE	20-21-210-009	20th
6532 S KIMBARK AVE	20-23-211-040	20th
6535 S PARNELL AVE	20-21-120-001	20th
6539 S JUSTINE AVE	20-20-113-045	16th
6540 S MINERVA AVE	20-23-118-027	5th
6540 S UNIVERSITY AVE	20-23-117-032	5th
6543 S HARVARD AVE	20-21-209-043	20th
6543 S JUSTINE AVE	20-20-113-017	16th
6546 S ABERDEEN ST	20-20-217-041	16th
6547 S PARNELL AVE	20-21-120-007	20th
6554 S ELLIS AVE	20-23-115-036	20th
6555 S DREXEL AVE	20-23-114-022	20th
6557 S EMERALD AVE	20-21-116-023	20th
6617 S RACINE AVE	20-20-224-006	16th
6620 S NORMAL BLVD	20-21-127-024	6th
6622 S UNION AVE	20-21-123-024	6th
6626 S YALE AVE	20-21-215-016	6th
6627 S HARVARD AVE	20-21-215-024	6th
6631 S WOOD ST	20-19-228-011	15th
6643 S KENWOOD AVE	20-23-224-012	5th
6647 S YALE AVE	20-21-216-013	6th
6657 S YALE AVE	20-21-216-015	6th
6704 S PERRY ST	20-21-402-015	6th
6713 S PERRY ST	20-21-403-005	6th
6725 S SANGAMON ST	20-20-405-011	6th
6727 S SANGAMON ST	20-20-405-012	6th
6743 S ADA ST	20-20-305-021	17th
6745 S ADA ST	20-20-305-022	17th
6751 S PEORIA ST	20-20-406-019	6th
6757 S MAY ST	20-20-401-023	16th
6759 S MAY ST	20-20-401-024	16th
6803 S HONORE ST	20-19-411-002	17th
6803 S MARSHFIELD AVE	20-19-415-002	17th
6804 S PEORIA ST	20-20-413-025	6th
6805 S PARNELL AVE	20-21-310-002	6th
6808 S PEORIA	20-20-413-026	6th
6815 S PRAIRE AVE	20-22-310-010	20th
6819 S GREEN ST	20-20-415-009	6th
6820 S ELIZABETH ST	20-20-314-028	17th
6830 S ELIZABETH ST	20-20-314-032	17th
6832 S PAULINA ST	20-19-413-032	17th
6842 S PEORIA ST	20-20-413-039	6th
6854 S PEORIA ST	20-20-413-044	6th
6913 S LOWE AVE	20-21-316-004	6th
6914 S PERRY AVE	20-21-415-023	6th
6927 S PRINCETON AVE	20-21-413-007	6th
6929 S PRINCETON AVE	20-21-413-008	6th
7000 S PEORIA ST	20-20-429-015	6th
7011 S HERMITAGE AVE	20-19-429-005	17th
7014 S MARSHFIELD AVE	20-19-430-025	17th
7014 S PARNELL AVE	20-21-325-004	6th
7016 HARPER AVE	20-23-423-023	5th
7016 S EGGLESTON AVE	20-21-327-024-0000	6th
7017 S EMERALD AVE	20-21-322-007	6th
7018 HARPER AVE	20-23-423-024	5th
7019 S EMERALD AVE	20-21-322-008	6th
7020 S EGGLESTON AVE	20-21-327-025-0000	6th
7022 S PARNELL AVE	20-21-325-005	6th
7028 S MARSHFIELD AVE	20-19-430-031	17th

Requested Address	Requested PIN	Ward
7028 S VERNON AVE	20-22-419-033	6th
7030 S WENTWORTH AVE	20-21-422-024	6th
7031 S ELIZABETH ST	20-20-331-012	6th
7032 S VERNON AVE	20-22-419-034	6th
7037 S LOWE AVE	20-21-324-013	6th
7038 S GREEN ST	20-20-430-025	6th
7040 S GREEN ST	20-20-430-026	6th
7052 S STEWART AVE	20-21-328-036	6th
7100 S STEWART AVE	20-28-107-023	6th
7128 S EGGLESTON AVE	20-28-106-024	6th
7153 S PRINCETON AVE	20-28-202-014	6th
7205 S VERNON AVE	20-27-209-002	
7206 S YALE AVE	20-28-210-018	6th
7212 S SANGAMON ST	20-29-212-030	6th
7214 S SANGAMON ST	20-29-212-031	6th
7216 S UNION AVE	20-28-109-029	6th
723 W 54TH PL	20-09-328-013	20th
7249 S HARVARD AVE	20-28-209-013	6th
725 W 54TH PL	20-09-328-012	20th
7252 S MARSHFIELD AVE	20-30-214-044	17th
7301 S HARVARD AVE	20-28-217-001	6th
731 W 61ST ST	20-16-315-010	16th
7315 S HARVARD AVE	20-28-217-004	6th
7339 S GREEN ST	20-29-223-016	6th
734 W 61ST ST	20-16-308-015	16th
7347 S UNIVERSITY AVE	20-26-122-018	5th
7511 S EGGLESTON AVE	20-28-306-004	6th
7535 S PARNELL AVE	20-28-304-009	6th
7546 S UNION AVE	20-28-301-031	6th
817 W 50TH ST	20-08-219-017	20th
821 W 50TH ST	20-08-219-016	20th
834 W 50TH ST	20-08-213-028	20th
842 W 50TH ST	20-08-213-025	20th
855 W 71ST ST	20-29-206-002	6th
925 W GARFIELD BLVD	20-17-205-001	16th