



City of Chicago Office of the City Clerk

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
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Legislation Referred to Committees at the Chicago City Council Meeting 11/5/2014 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Collective Bargaining			
1	O2014-8900	Collective bargaining agreement with International Brotherhood of Teamsters, Local Union No. 700	Emanuel (Mayor) Workforce Development
Agreement(s) - Intergovernmental			
2	O2014-8965	Intergovernmental agreement with Chicago Park District to build, develop and operate new Morgan Park-Beverly Sports Center	Emanuel (Mayor) Finance
3	O2014-9321	Intergovernmental agreement with Chicago Transit Authority and Cook County for allocation of Motor Fuel Tax funds for operational expenses for Year 2015	Emanuel (Mayor) Budget
Agreement(s) - Redevelopment			
4	O2014-9022	Amendment No. 3 to Roosevelt-Homan Commercial/Residential Redevelopment Area Tax Increment Finance (TIF) program redevelopment plan	Emanuel (Mayor) Finance
5	O2014-9038	Amendment No. 1 to Homan-Arthington Redevelopment Plan and Project Area Tax Increment Financing (TIF) assistance	Emanuel (Mayor) Finance
Appointment(s)			
6	A2014-104	Appointment of Jenny Yang as member of Special Service Area No. 26, Broadway Commercial District Commission, The	Emanuel (Mayor) Finance
7	A2014-105	Appointment of Anthony E. Harris as member of Special Service Area No. 44, 103rd Street Beverly Commission	Emanuel (Mayor) Finance
8	A2014-106	Appointment of Cornelius D. Griggs as member of Chicago Community Land Trust Board of Directors	Emanuel (Mayor) Housing
9	A2014-107	Appointment of Kurt Summers, Jr. as City Treasurer	Emanuel (Mayor) Finance
10	A2014-108	Appointment of Levoi K. Brown as member of Chicago Low Income Housing Trust Fund Board of Directors	Emanuel (Mayor) Housing

Legislation Referred to Committees at the Chicago City Council Meeting

11/5/2014

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Committee/Public Hearing(s)			
11	R2014-813	Call for hearing(s) on unauthorized and improper telephone calls to election judges in connection with November 4, 2014 election	Rules
		Emanuel (Mayor) Burke (14) Reboyras (30) Burnett (27) Maldonado (26) Sposato (36) Austin (34) Mell (33) Waguespack (32) Suarez (31) Cochran (20) Harris (8) Holmes (7) Quinn (13) Lane (18) O'Shea (19) Thomas (17) Tunney (44) Hairston (5) Solis (25) Chandler (24) Zalewski (23) Munoz (22) O'Connor (40) Laurino (39) Dowell (3) Fioretti (2) Moreno (1)	
Motor Fuel Tax Fund(s)			
12	O2014-9320	Expenditure of portion of Motor Fuel Tax Fund allocated to City of Chicago for year 2015	Budget
Municipal Code Amendment(s)			
13	O2014-8810	Amendment of Municipal Code Section 7-12-060 by modifying provisions for redemption of impounded animals	Budget
14	O2014-8960	Amendment of Municipal Code Titles 3 and 4 concerning various taxes, charges and fees (2015 Revenue Ordinance)	Finance
15	O2014-9200	Amendment of Municipal Code Titles 1, 2, 3, 4, 7, 9, 10, 11, 13 and 17 concerning various department functions and duties (2015 Management Ordinance)	Budget
Property - Acquisition			
16	O2014-8838	Acquisition of property at 2023 E 71st St, 2101 E. 71st St, 2100 E 72nd St, 7131 S Clyde Ave and 7153 S Jeffery Ave	Housing

Legislation Referred to Committees at the Chicago City Council Meeting

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Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Reappointment(s)			
17	A2014-103	Reappointment of Mike Moreno as member of Special Service Area No. 25, Little Village Commission, The	Emanuel (Mayor) Finance
Special Service Area(s)			
18	O2014-8824	Appropriation and tax levy for Special Service Area No. 49 (Year 2015)	Emanuel (Mayor) Finance
Tax Increment Financing			
19	O2014-8817	Termination of West Pullman Tax Increment Financing (TIF) district	Emanuel (Mayor) Finance
20	O2014-8819	Termination of Kostner Avenue Tax Increment Financing (TIF) district	Emanuel (Mayor) Finance
21	O2014-8820	Termination of 134th Street and Avenue K Tax Increment Financing (TIF) district	Emanuel (Mayor) Finance
22	O2014-8821	Termination of 45th/Western Tax Increment Financing District (TIF) district	Emanuel (Mayor) Finance
23	O2014-9060	Amendment of Revision No. 4 to Belmont/Cicero Tax Increment Financing (TIF) Plan and Project	Emanuel (Mayor) Finance
Taxes & Tax Levies			
24	O2014-8816	Property tax levy for Year 2015	Emanuel (Mayor) Finance
25	O2014-8912	Abatement of Year 2014 property tax levies - \$5,897,546	Emanuel (Mayor) Finance
26	O2014-8919	Abatement of Year 2014 property tax levies - \$16,426,475	Emanuel (Mayor) Finance



City of Chicago



O2014-8900

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Approval of Collective Bargaining agreement with International Brotherhood of Teamsters, Local Union No. 700
Committee(s) Assignment:	Committee on Workforce Development and Audit

work free



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

At the request of the Budget Director and the Corporation Counsel, I transmit herewith an ordinance approving a collective bargaining agreement with the International Brotherhood of Teamsters, Local Union No. 700.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



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ORDINANCE

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

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

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

CITY OF CHICAGO

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CHICAGO

AND

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION NO. 700

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation ("Employer") and International Brotherhood of Teamsters, Local 700, ("Union"), for the purpose of establishing, through the process of collective bargaining, certain provisions covering wages and other terms and conditions of employment for the employees represented by the Union. It is the purpose and intent of the parties, through this Agreement, to establish and promote harmonious relations between the parties; provide efficient, uninterrupted and effective services to the public; provide an equitable and peaceful procedure for the resolution of differences under this Agreement; and establish and maintain wages, hours and terms and conditions of employment through collective bargaining, which, when ratified by the City Council, shall modify and supersede any ordinance, rules, regulations, personnel rules, interpretations, practices or policies to the contrary.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Union set out below as the sole and exclusive bargaining agent for those employees in the Shift Supervisor of Security Communications Center ("SSSCC") job classification. The Union is the certified representative for such employees and is authorized to bargain collectively with the Employer with respect to wages, hours and other terms and conditions of employment. The term "employee", as used herein, refers to City employees in the SSSCC job classification, unless otherwise specified.

ARTICLE 2 **MANAGEMENT'S RIGHTS**

Section 2.1 Management Rights

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

- a. to determine the organization and operation of the Employer and any department or agency thereof;
- b. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- c. to set reasonable standards for the services to be offered to the public;
- d. to direct its employees, including the right to assign work and overtime;
- e. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule its employees;

- f. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of the lack of work or funds or other proper reasons;
- g. to contract out work;
- h. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;
- i. to establish, modify, combine or abolish job positions and classifications;
- j. to add, delete or alter methods of operation, equipment or facilities;
- k. to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;
- l. to establish, implement and maintain an effective internal control program;
- m. to suspend, demote discharge, or take other disciplinary action against employees for just cause; and
- n. to add to, delete or alter policies, procedures, rules and regulations.

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

Section 2.2 Work Standards

The Employer has the right to establish reasonable work load and productivity standards. Prior to establishing or changing such standards, the Employer will notify the Union, and upon request of the Union, shall meet to discuss such standards.

Section 2.3 Rules and Regulations

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

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

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

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, gender identity, ancestry, disability, parental status, military discharge status or activity on behalf of the Union.

Section 3.3 Grievances by Employees

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

Section 3.4 Reasonable Accommodation

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

ARTICLE 4 WAGES

Section 4.1 Wages

Employees will be paid in accordance with the Salary Schedules attached hereto as Appendix A, which will reflect the following wage adjustments:

Effective 7/1/13	1.0%
Effective 1/1/14	1.5%
Effective 1/1/15	1.5%
Effective 1/1/16	1.0%
Effective 7/1/16	1.0%
Effective 1/1/17	1.0%

Agreement expires June 30, 2017.

Effective 30 calendar days following ratification by City Council, all full-time employees in the bargaining unit shall be paid a lump-sum bonus payment, which will not be included in base pay or as a salary increase or adjustment under the Salary Schedule, of \$700.00.

Section 4.2 Work Outside of Scheduled Workweek

Employees shall be required to work reasonable overtime hours, as a condition of continued employment, whenever requested by the Employer to do so. The Employer shall make a reasonable effort to give employees advance notice when they are required to work overtime.

All hours worked and approved under Employer rules between thirty-five (35) and forty (40) hours shall be earned at the employee's regular straight-time rate of pay and compensated in the form of compensatory time and used pursuant to Section 4.3.

All hours worked and approved under Employer rules in excess of forty (40) hours per workweek shall be compensated for in the form of cash, unless the employee elects to be compensated in the form of compensatory time at the time the overtime is earned. Notice of said election shall be provided by the employee to the Employer's designated representative no later than the first regular workday following the date on which the overtime was earned. The use of compensatory time shall be subject to the operational and scheduling needs of the department. Overtime shall be calculated at one and one-half (1.5) times the employee's regular straight-time rate of pay, computed on the basis of completed fifteen (15) minute segments. Sick leave, vacation, compensatory time, union business leave and/or other paid time off shall be included as hours worked for purposes of this Section. Hours worked over forty (40) hours per workweek must be authorized by the Employer and shall be computed on the basis of completed fifteen (15) segments.

Section 4.3 Use of Compensatory Time

Use of compensatory time shall be subject to the operational and scheduling needs of the Employer. All accumulated compensatory time which has not been used or scheduled by October 16 in any calendar year will be paid to employees in the form of cash; provided, however, that any employee who so elects may retain up to forty (40) hours of accumulated compensatory time.

ARTICLE 5 HOURS OF WORK

Section 5.1 Hours of Work

This article shall not be construed as a guarantee of work or hours for any day or week. The Employer's workweek shall begin at 12:00 A.M. Sunday (one minute after 11:59 P.M. Saturday) and shall end at 12:00 A.M. the following Sunday.

The normal workweek for employees shall consist of thirty-five (35) hours worked, with two (2) consecutive days off, in accordance with current practices.

The normal workday for employees shall consist of seven (7.0) hours worked per day. Current watch schedules are as follows: 9:00 p.m. - 5:00 a.m.; 5:00 a.m. - 1:00 p.m.; and 1:00 p.m. - 9:00 p.m. Each watch schedule provides for a one hour unpaid lunch period.

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

Section 5.2 Change of Day Off

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

ARTICLE 6 **VACATIONS**

Section 6.1

- a. Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. Such vacation time will be computed on the basis of time earned during the current calendar year. Vacation time earned will be determined by dividing the number of months worked in the current calendar year by twelve and then multiplying by the number of yearly vacation days based on service, as set forth below. Any fraction shall be rounded up to the nearest whole number of days. **Vacation days may be advanced to an employee subject to department head approval.** An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1:

<u>Continuous Years of Service Prior to July 1</u>	<u>Vacation</u>
Less than 6 years	13 days
6 or more, but less	18 days

than 14 years

14 or more years 23 days

After 24 years 24 days

After 25 years 25 days

b. Pro Rata Vacations: An employee shall be eligible for pro rata vacation if:

- (i) The employee was separated from employment, other than for just cause, during a calendar year in which the employee did not have 12 months of continuous service; or
- (ii) The employee was on leave of absence without pay status during a calendar year, except where such leave is determined to be a duty disability leave.

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

- c. Retention of Eligibility: A maximum of **five (5)** days of vacation leave may be carried over from the calendar year in which such vacation was earned to the next calendar year. Such carryover days are not cumulative and may not at any time exceed **five** days. All other earned vacation leave not taken in the vacation year it is due shall be forfeited unless the employee was denied vacation by the Employer, or the employee was unable to take vacation because the employee was on an approved leave of absence, including a Duty Disability leave of absence. Employees on Duty Disability shall retain any vacation leave earned prior to being placed on Duty Disability leave, together with all vacation time earned during the period of Duty Disability for the twelve (12) months following the date on which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work.
- d. Employees who are terminated for cause shall not be entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days or engaged in conduct in violation of Article 10 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.
- e. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

- f. Employees hired prior to January 1, 2011 have been credited, as of January 1, 2013, with 13 days of paid leave, termed "employee equalization days". Employee equalization days must be taken on or before December 31, 2014, and are not eligible for carryover into 2015. Employee equalization days shall not constitute "earned vacation" or "final compensation" for any purpose; accordingly, an employee who leaves City service prior to December 31, 2014 shall not be entitled to compensation in any form for unused employee equalization days.

Section 6.2 Vacation Selection

Vacation shall be selected by seniority, provided that the Employer shall have the right to determine the number of employees who can be on vacation at any one time which will not hinder the operation of the Employer. Prior to determining which vacation requests will be granted, the Employer will take staffing levels into consideration. Vacations may, at the Employer's request, subject to the operational and scheduling requirements of the Department, be split into two relatively equal segments, each segment consisting of at least five days. Such requests shall not be unreasonably denied. Vacation selection shall be completed by December 15 of each year. However, an employee may retain up to five (5) vacation days that may be requested during the vacation year (after December 15) and which shall be approved on a first-come, first served basis, subject to the operational and scheduling requirements of the Department. An employee will not be denied a vacation request based solely on Shift Supervisor staffing; provided, however, that such a request may be denied in the event that there is not at least one Shift Supervisor or employee who is eligible and available to act as a Shift Supervisor assigned to that watch and available for duty for the vacation segment in question.

ARTICLE 7 CONTINUOUS SERVICE

Section 7.1 Continuous Service

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

- a. An approved, unpaid leave of absence of thirty (30) days or less or layoff of thirty (30) days or less;
- b. An absence where the employee is adjudged eligible for duty disability compensation;
- c. An approved Family and Medical Leave Act leave of absence;
- d. An approved personal or medical leave of absence of one year or less.

Section 7.2 Interruption in Service

Employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, unpaid leaves of absence for more than

thirty (30) days, layoff for more than thirty (30) days, or for any other unpaid leave or other interruption in service not specifically referenced in Section 8.1 above.

Section 7.3 Break In Service

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

- a. quits or resigns;
- b. is discharged for cause;
- c. retires;
- d. is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice;
- e. does not actively work for the Employer for 12 months for any reason except military service, approved Union or medical leave of absence, or duty disability leave;
- f. is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began;
- g. is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

Section 7.4 Seniority

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

Section 7.5 Probationary Employment

New employees will be regarded as probationary employees for the first twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) working days, or the first sixty (60) days of any time spent in required training courses, shall extend the probationary period of time equal to the absence or the first sixty (60) days of the training period. Probationary employees continuing in the service of the Employer after twelve (12) months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination,

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

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

Section 7.6 Watch Assignments

Watch assignments in effect upon implementation of this Agreement shall remain in effect except upon the filling of a vacancy, upon individual request granted by the Employer, or upon mandatory watch change made by the Employer.

When a mandatory change of watch is made by the Employer, reasonable advance notice will be given to the employee. The efficient operation of the Department shall be the overriding consideration when making a mandatory watch change. However, in the absence of any operational concerns, the watch shall be filled by the most senior volunteer. If there are no volunteers, the least senior employee on the impacted shift shall be selected to change watch assignments.

Section 7.7 Filling of Permanent Vacancies

- a. The Employer, in its sole discretion, shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.
- b. Employees within a department in the same job classification who desire a change in shift or day off group shall request such change in writing on the Employer's form. An employee may make no more than one request at a time. When an employee request is executed the employee may not submit another request for six (6) months from the date the transfer is affected. Following a request from the Union, the Employer shall provide to the Union copies of any transfer requests on file.
- c. Prior to filling any permanent vacancy in the bargaining unit, the Employer shall select the most senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer

shall give the Union a list of newly transferred employees by department once every six (6) months.

Section 7.8 Detailing

- a. Detailing is the temporary transfer of an employee to a work assignment within his/her job classification on a different shift or watch or day off group. The Employer shall notify employees of the requirements for said detailing.
- b. Where any detail is expected to last more than thirty (30) days, the terms of this Section 7.7(b) shall apply. The employee detailed must have the then present ability to perform the work required without further training. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied. Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.
- c. No detail shall last more than ninety (90) days, absent the agreement of the Union.

ARTICLE 8 HOLIDAYS

Section 8.1 Full-Time Salaried Employees

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

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

In addition to the foregoing twelve (12) paid holidays, employees shall receive one (1) personal day, which may be scheduled in accordance with the procedures for vacation selection set forth in Section 7.2 below. An employee shall not be required to schedule said personal day in the

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

Section 8.2 Holiday Observance

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

Employees whose regular day off coincides with an established holiday shall be granted another day off for each such holiday, without any change in their regular salary, at a time mutually agreed between the employee and the Department Head.

Employees who are required to work a regular tour of duty on an established holiday shall be paid at one and one-half (1.5) times their regular straight time rate of pay for each hour worked on each such holiday.; In addition, such employees shall receive another day off, to be scheduled at the mutual agreement between the employee and the Employer.

If a holiday falls on an employee's regularly scheduled work day, and the Employer determines that its operational requirements permit for the granting of a holiday off for an employee who would otherwise have been scheduled to work, the holiday off will be granted to an employee who has submitted a request for the holiday off at least seventy-two (72) hours in advance, without any change to such employee's regular salary. Holidays off under this paragraph will be subject to rotation from a seniority list for each watch. An employee whose request is granted will be rotated to the bottom of the list.

Section 8.3 Determining Work Days as Holidays

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

Section 8.4 Failure to Report to Work on a Scheduled Holiday

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

ARTICLE 9 LEAVES OF ABSENCE

Section 9.1 - Bereavement Pay

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

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

Section 9.2 Military Leave

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

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Section 9.3 Jury Duty Leave/Subpoena

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

Section 9.4 Sick Leave

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

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

Employees shall be credited with one (1) day of paid sick leave on the first day of each month. In the event an employee, or a member of employee's immediate family, experiences a serious health condition within the meaning of the Family and Medical Leave Act, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. Should the employee's, or his/her immediate family member's serious health condition require the employee to be absent into the next calendar year, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. The Employer reserves the right to require an employee to provide documentation that a serious illness which would qualify for family and medical leave under the FMLA exists.

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

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

Section 9.5 Family and Medical Leave

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

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

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

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

Section 9.6 Duty Disability Leave

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

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

Section 9.7 Personal Leave

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

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

Section 9.8 Medical Leave

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

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

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

Section 9.9 - Present Ability

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

ARTICLE 10 DISCIPLINE

Section 10.1 - Discipline Procedures

- a. Non-probationary, Career Service employees shall be discharged or otherwise disciplined only for just cause.
- b. Discharges shall be governed exclusively by the Employer's Personnel Rules and Human Resources Board Rules, and shall not be subject to the grievance and arbitration provisions of Article 12 of this Agreement. An employee may be discharged for just cause before the Human Resources Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board in accordance with said Board's rules and procedures, including applicable time frames. In the event that a discharged employee appeals an adverse decision of the Human Resources Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Human Resources Board is reversed or remanded, resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Human Resources Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under Article 11 of this Agreement.
- c. Written reprimands and suspensions shall be governed exclusively by the grievance and arbitration provisions of Article 11 of this Agreement, and such disciplinary actions shall not be subject to review before the Human Resources Board.
- d. An employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any interrogation or hearings.
- e. The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.
- f. In cases of oral warnings, the supervisor or his/her designee shall inform the employee that he/she is receiving an oral warning and the reasons therefor. For discipline other than oral warnings, the employee's immediate supervisor or his/her designee shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor or his/her designee shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. If the employee requests the presence of a Union representative at a meeting, one will be provided, if available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

Section 10.2 - Conduct of Disciplinary Investigations by the Inspector General

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

- a. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.
- b. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.
- c. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.
- d. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.
- e. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.
- f. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.
- g. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.
- h. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.
- i. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.
- j. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.
- k. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph

examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

- l. This Section shall not apply to employee witnesses.
- m. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.
- n. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.
- o. (1) Any evidence or information, including employee statements, that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.
(2) (a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.
(b) (1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or Human Resources Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Human Resources Board hearing shall be tolled until the arbitrator renders a decision as provided below.
(3) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O (1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

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

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

Section 10.3 File Inspection

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

Section 10.4 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, as provided for in Section 10.3 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 10.5 Use of File Material

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings. Any record of discipline may be used as a basis for further discipline for a period of time not to exceed ~~thirty-~~twenty-four (24) months from the date the discipline was issued to the employee, or, in the case of a suspension, from the last date the suspension was served; provided, however, that said record of discipline may continue to be used as a basis for further discipline beyond said ~~thirty-~~twenty-four (24) month period if the employee is charged with at least one additional, substantially similar offense at any time within said twenty-four (24) month period.

ARTICLE 11
GRIEVANCE AND ARBITRATION

Section 11.1

- a. Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, any discipline of probationary and other non-Career Service employees, and all discharges shall be excluded from grievance and arbitration.
- b. Except as provided in Section 11.1(a) above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in accordance with the terms and procedures provided in this Article.
- c. There shall be no interruption of the operations of the Employer. It is agreed that the time limitations set forth herein are of the essence, and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement. Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Section 11.2

- a. Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in this discussion, the following procedure shall be used to adjust the grievance:
- b. Step I - Immediate Supervisor

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

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the Union in writing of the decision.

- c. Step II

A. If the grievance is not settled at Step I, the Union shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision by the immediate supervisor, or the date it was due under Step I. The name of the Department Head designee shall be provided to the Union.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the Union in writing of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

d. Step III - Arbitration

A. If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated Law Department representative, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

B. The parties may select an arbitrator by mutual agreement, or in the absence of an agreement, either party may make written request to the Federal Mediation and Conciliation Service for appointment of an arbitrator under the rules of that tribunal, with a copy to the other party.

C. Arbitrators will advise the parties of their fees and expenses prior to selection, and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

D. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this

Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability, including timeliness, shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The fee and expenses of the arbitrator shall be borne by the party whose position is not sustained by the arbitrator. In cases of split decision, the arbitrator shall determine what portion each party shall be billed, based upon which party, if any, substantially prevails. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

Section 11.3

- a. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure.
- b. If the grievance or arbitration affects more than one employee, it may be presented in the name of a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group who have been properly identified in accordance with this subsection.
- c. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.
- d. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes would be resolved more expeditiously, may be filed at the option of the Union at Step II.
- e. The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

ARTICLE 12

NO STRIKE OR LOCKOUT

Section 12.1 No Strike

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

Section 12.2 Union's Responsibility

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

Section 12.3 Discipline For Breach

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

Section 12.4 No Lockout

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

ARTICLE 13

DUES DEDUCTION AND FAIR SHARE

Section 13.1

- a. Any employee covered by this Agreement who is a member of the Union on the effective date of this Agreement shall, as a condition of continuing employment, remain a member of the Union and shall tender to the Union those dues and fees uniformly required of Union members in good standing, for the life of this Agreement.
- b. The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorneys fees and court and other costs, that shall arise out

of, or by reason of action taken or not taken by the Employer for the purpose of complying with all sections and subsections of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

- c. The Employer shall provide to the Union each month the name, address, classification, rate of salary and starting date of the employees in the bargaining unit.
- d. It is further agreed that thirty (30) days after the execution of this Agreement or the employee's date of hire or entry into the Bargaining Unit, whichever is later, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted under the terms and procedures to be agreed to between the Employer and each of the Unions. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.
- e. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.2 Notification of Dues Change

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

ARTICLE 14

MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have

in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required; provided, however, where employees do not report to work because of vacations, or other absences or tardiness, leaves of absence or for personal reasons, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union may perform the work of said employees. For example, if an SSSCC is on vacation, an Aviation Communications Operator (ACO) may be assigned as a replacement SSSCC. However, in the absence of an emergency or any overriding operational concerns, any absence and/or tardiness that is known at least 24 hours in advance shall be filled first by voluntary assignment, on a rotating basis, of an available SSSCC volunteer, and next by assignment of a non-unit employee, prior to the involuntary/mandatory assignment of an SSSCC. In the event of such mandatory assignment, the assignment shall be made from the SSSCC's on the shift/location immediately preceding the shift in which the absence/tardiness has occurred. In cases involving less than 24 hours advance notice of the absence/tardiness, the position shall be filled first by voluntary assignment of an SSSCC volunteer from the shift immediately preceding the shift in which the absence/tardiness has occurred, and if there is no such volunteer, the position shall be filled either by the assignment of a non-unit employee or by the involuntary/mandatory assignment of an SSSCC, as determined necessary in the sole discretion of management. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

It is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors; (e) supervision of subordinate staff. Nothing in this Section shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

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

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that, in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

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

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

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

Section 14.4 – Privatization

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

Section 14.5 Rules and Regulations

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

Section 14.6 - Performance Evaluations

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

Section 14.7 Deferred Compensation

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

Section 14.8 Safety

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

Section 14.9 Residency

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

Section 14.10 Acting Up

The Employer may assign employees to perform, and be held accountable for, substantially all of the duties and responsibilities of a higher rated job classification not covered by this Agreement. Such assignments will be equitably rotated among eligible employees assigned to the affected shift, in accordance with the Employer's protocols for such assignments. Employees will be paid for such assignments at their regular rate of pay. Employees may refuse to accept such assignments without discipline. However, in the event of refusal, the employee with the least seniority may be involuntarily assigned.

ARTICLE 15

LAYOFFS AND RE-EMPLOYMENT

Section 15.1 Notice of Layoffs

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

accordance with their seniority, provided the employees remaining have the ability to perform the jobs needed to the satisfaction of the Employer.

Section 15.2 Hiring During Layoffs

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

Section 15.3 Layoffs and Recall

- a. The least senior employees in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department, and provided further that the layoff does not have a negative effect on the Employer's efforts to ensure equal employment opportunities.
- b. Employees shall be recalled in the reverse order they were laid off, provided the employee has the then present ability to perform the job to the Employer's satisfaction without further training.
- c. Employees shall retain and accumulate seniority and continuous service while on layoff of 30 days or less, subject to the terms of Article 8 of this Agreement.

Section 15.4 Abolishment of Job Classification

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

ARTICLE 16 **UNION RIGHTS**

Section 16.1

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

Section 16.2 - Right of Access

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

Section 16.3 – Stewards

The Union shall be responsible for keeping the Employer continuously informed, in writing, of the name of an employee designated to serve as Union steward, and shall notify the Employer promptly of any changes. Any employee acting as stewards shall not be discriminated against, nor transferred from their job classifications or departments, because of her/his activities on behalf of the Union. Any transfer of a steward from her/his job classification or department, other than in an emergency, will be discussed with the Union in advance.

Section 16.4 Bulletin Boards

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

Section 16.5 Union Meetings

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

Section 16.6 Grievance Processing

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

Section 16.7 Negotiating Team

One employee designated as a representative on the Union's negotiating team who is scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from her/his regular duties without loss of pay to the extent necessary to allow for her/his attendance, provided such absence from work will not interfere with the Employer's operations.

Section 16.8 Labor- Management Committee

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of the department or his/her designee shall meet quarterly with a Union representative. Fewer or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be unreasonably denied. Meetings shall be scheduled a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business. The parties may discuss any subject of mutual concern, except for grievances and changes to this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

ARTICLE 17 **DRUG AND ALCOHOL PROGRAM**

Section 17.1 Policy Statement

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

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

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

Section 17.2 Definitions

(a) Alcohol: Ethyl alcohol

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

Section 17.3 Disciplinary Action

- a. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances on or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.
- b. When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test.
- c. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:
 - (i) test positive for drug and/or alcohol use;
 - (ii) refuse to cooperate with testing procedures;
 - (iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;
 - (iii) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

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

Section 17.4 Drug and Alcohol Testing

- a. The Employer may require drug and/or alcohol testing under the following conditions:
 - (i) a test may be administered in the event that two superiors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.
 - (ii) a test may be required if an employee is involved in a workplace accident or fighting;
 - (iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period;
 - (iv) a test may be required if an employee applies for, transfers or elects to exercise available bumping rights pursuant to a reduction in force, into any position requiring satisfactory completion of drug and alcohol testing as a requirement of such position.
- b. Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.
- c. Drug and alcohol testing will be conducted by an independent laboratory accredited by the United States Department of Health and Human Services ("DHHS"), and may consist of either blood, urine or hair tests, or all three. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.
- d. Laboratory testing procedures will conform to the procedures specified in the Substance Abuse and Mental Health Services Administration (SAMSA) guidelines for federal workplace drug testing programs, dated June 9, 1994 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.
- e. Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the DHHS guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.
- f. Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall presumptively establish that the tested employee was under the influence of alcohol.
- g. The cost of initial and confirmatory testing will be borne by the Employer.

- h. Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceeding under Section 18.3 above.
- i. All urine, hair or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, or any employee.
- j. No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked filed maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 17.5 Employee Assistance Program

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

ARTICLE 18 **GROUP HEALTH AND CONTRIBUTIONS**

Section 18.1 Group Health and Contributions

The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life (\$25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, and subject to Section 18.2 below.

Section 18.2 Joint Labor Management Cooperation Committee on Health Care

- a. The Employer and the Union (the "Parties") agree to be bound by determinations and recommendations of the Joint Labor Management Cooperation Committee ("LMCC") negotiated between the Employer and the Coalition of Unionized Public Employees ("COUPE") and created pursuant to applicable state and federal law. The purpose of the LMCC is to research and make recommendations and decisions within its authority

related to the achievement of significant and measurable savings in the cost of employee health care during the term of this Agreement. The LMCC Agreement and Declaration of Trust ("Trust Agreement") is attached to this Agreement as Appendix A.

b. The Trust Agreement shall address, without limitation, the following:

1. Formation of a Committee to govern the LMCC consisting of up to thirty (30) Trustees, with half of the Trustees to be appointed by the Employer, and half to be appointed by unions who represent employees of the Employer, and who have also agreed to participate in the LMCC ("Participating Labor Unions").
2. Appointment by the City and Participating Labor Unions of a Co-Chair and Vice-Co chair as designated in the Trust Agreement.
3. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.
4. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 18.3 Self Insurance Plans

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

Section 18.4 Disputes

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

Section 18.5 HMO

Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selection an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary, subject to Section 18.2 above.

Section 18.6 Dual Coverage

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

ARTICLE 19

WAIVER AND SEPARABILITY

Section 19.1 Complete Agreement/Waiver

This Agreement constitutes the entire Contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. The parties expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to bargain collectively with respect to any subject matter concerning wages, hours or conditions of employment referred to or covered in this Agreement, or discarded during the negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

Section 19.2 Separability

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

ARTICLE 20

TERM OF AGREEMENT

Section 20.1 Term of Agreement

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

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, and shall remain in effect through **11:59 p.m. on June 30, 2017**, subject to the terms of Sections 19.2 of this Article. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations

concerning the request. It is further agreed that in the event the City of Chicago agrees to or authorizes additional vacation, holidays or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Section 20.2 Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 8 for the following reasons:

- a. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
- b. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care ("LMCC"), as defined below:
 1. The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.
 2. Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.
 3. Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of the following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:
 - Health Plan;
 - Structure of the LMCC;
 - Composition of the LMCC;
 - Funding of the LMCC.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within

which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

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

FOR THE CITY OF CHICAGO:

FOR THE UNION:

Date: _____

Date: _____

Letter of Agreement No. 1

Re: Teamsters Local 700 - 2013 Contract Negotiations Health Care -LMCC Referral

Dear Mr. Vendafrreddo:

Pursuant to Section ____ of the Agreement, the Employer and the Union agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries
- Comprehensive Communication and Outreach Strategies

AGREED: _____

APPENDIX A

CHICAGO LABOR-MANAGEMENT TRUST

AGREEMENT AND DECLARATION OF TRUST



City of Chicago



O2014-8965

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District to build, develop and operate new sports facility at Morgan Park-Beverly Sports Center
Committee(s) Assignment:	Committee on Finance

FW.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 regarding the Morgan Park-Beverly Sports Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1962

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and 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 the owner of two parcels of certain real property legally described on Exhibit A attached hereto and generally depicted on Exhibit B attached hereto, comprising of approximately 2.3 acres (the "City Property" or "Project Site"); and

WHEREAS, the Project Site is depicted on the survey attached hereto as Exhibit C; and

WHEREAS, the Project Site is located at the northeast and southeast corners of the intersection of South Western Ave and 115th Street, at 11505 S. Western Avenue and 2330 W. 115th Street; and

WHEREAS, the Park District wishes to build, develop, and operate a new sports facility on the Project Site, which will include an indoor ice rink and a gymnastics center (the "Project"); and

WHEREAS, the City wishes to assist the Park District with the Project by: (1) conveying the City Property to the Park District; and (2) providing certain City Funds (as hereinafter defined); 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, the Project Site lies wholly within the boundaries of the Western Avenue/Rock Island Redevelopment Area (as hereinafter defined); and

WHEREAS, the use of the Project Site for the Project is consistent with the purposes and objectives of the Western Avenue/Rock Island Redevelopment Plan (as defined below); and

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

WHEREAS, by Resolution No. 14-CDC-35, adopted on September 9, 2014, the CDC authorized the Department of Planning and Development ("DPD") to advertise its intent to negotiate a sale with the Park District for disposition of the City Property and to request alternative

proposals for redevelopment, and recommended the sale of the City Property to the Park District if no responsive alternative proposals were received at the conclusion of the advertising period, or if alternative proposals were received, if DPD determined in its sole discretion that it was in the best interest of the City to proceed with the Park District proposal; and

WHEREAS, public notices advertising DPD's intent to enter into a negotiated sale of the City Property with the Park District and requesting alternative proposals appeared in the Chicago Sun-Times on September 13, September 21, and September 28, 2014; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, by ordinance adopted on September 12, 2014, the Board of Commissioners of the Park District authorized the acceptance of title to the City Property from the City; and

WHEREAS, by Resolution No. 14-093-21 adopted on October 16, 2014, the Chicago Plan Commission recommended the transfer of the City Property to the Park District; and

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

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on February 8, 2006, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 69481 to 69641: (1) An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan (the "Western Avenue/Rock Island Redevelopment Plan") for the Western Avenue/Rock Island Redevelopment Project Area (the "Western Avenue Rock Island Redevelopment Area"); (2) An Ordinance of the City of Chicago, Illinois Designating the Western Avenue/Rock Island Redevelopment Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and (3) An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Western Avenue/Rock Island Redevelopment Area (the "Western Avenue/Rock Island TIF Ordinances"); and

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

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

WHEREAS, the Western Avenue/Rock Island Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Western Avenue/Rock Island Redevelopment Area; and

WHEREAS, subject to the availability of Western Avenue/Rock Island Increment, the City desires to use a portion of the Western Avenue/Rock Island Increment (the "City Funds") for the Project; and

WHEREAS, the City agrees to use the City Funds to reimburse the Park District for a portion of the costs of the TIF-Funded Improvements (as defined in the Recitals of Exhibit A hereto) for the Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Western Avenue/Rock Island Redevelopment 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 5/11-74.4-03(u) of the Act; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and use the transferred Increment as part of the City Funds; and

WHEREAS, the City, by and through DPD, wishes to make available to the Park District City Funds in an amount not to exceed \$10,000,000 for the purpose of funding the TIF-Funded Improvements to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, the City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached hereto as Exhibit D (the "Agreement"), whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements; and

WHEREAS, DPD has recommended that the City Council (i) approve the use of the City Funds for the purposes set forth in this ordinance; (ii) approve the conveyance of the City

Property from the City to the Park District; and (iii) authorize the City to enter into the Agreement; now, therefore

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

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

SECTION 2. The City hereby approves the conveyance of the City Property to the Park District in its "as is" condition for the sum of One and No/100 Dollar (\$1.00). The City Property shall be conveyed to the Park District subject to the Park District's execution of and in accordance with the terms and conditions of the Agreement.

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 City 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 City 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 City Property, terminate the estate conveyed to the Park District, and revert title to the City Property in the City.

SECTION 4. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 5. Subject to the approval of the Corporation Counsel of the City as to form and legality, and the approval of the Chief Financial Officer or the City Comptroller, the Commissioner of DPD (or any successor department thereto) are authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 6. 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 7. This ordinance takes effect upon its passage and approval.

Exhibit A – Legal Description of City Property
Exhibit B – Depiction of Property Ownership
Exhibit C – Survey of Project Site
Exhibit D – Intergovernmental Agreement

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOT 8, LOT 9 AND THE WEST HALF OF LOT 10 IN ROBERTS' SUBDIVISION OF ORIGINAL LOTS 1, 2 AND 3, AND THE SOUTH 93 FEET OF ORIGINAL LOTS 4 AND 5; AND ALSO A RESUBDIVISION OF LOTS 31, 32, 33, 38, 39 AND 40 IN SHELDON'S RESUBDIVISION OF THE SOUTH HALF OF LOTS 14 AND 15, ALL OF LOTS 6 TO 13, INCLUSIVE, AND THE NORTH 57 FEET OF ORIGINAL LOTS 4 AND 5; ALL IN BLOCK "E" IN BLUE ISLAND LAND AND BUILDING COMPANY'S RESUBDIVISION OF CERTAIN LOTS AND BLOCKS IN MORGAN PARK, WASHINGTON HEIGHTS, IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 53 TO 59, INCLUSIVE, IN BLOCK "D" IN WALKER'S RESUBDIVISION OF BLOCKS "A," "B" AND "D" IN MORGAN PARK IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2330 W 115TH STREET

AND

11505 S WESTERN AVENUE

CHICAGO, ILLINOIS 60643

PINS: 25-19-109-039-0000
25-19-300-001-0000

EXHIBIT B

DEPICTION OF PROPERTY OWNERSHIP

(ATTACHED)

Proposed Negotiated Sale of City Land to the Chicago Park District
MORGAN PARK-BEVERLY SPORTS CENTER
11445 S. Western Avenue/2330 W. 115th Street and 11525 S. Western Avenue
PINs 25-19-109-039 and 25-19-300-001



Enhanced Aerial Photograph

LEGEND

-  City Owned Parcel
-  Public Way Property



City of Chicago
Rahm Emanuel, Mayor
Department of Planning and Development
Andrew J. Mooney, Commissioner

DPD

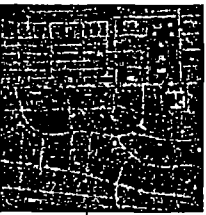
DPD-BZLU/SDD 09/17/14 MAR

EXHIBIT C
SURVEY OF PROJECT SITE

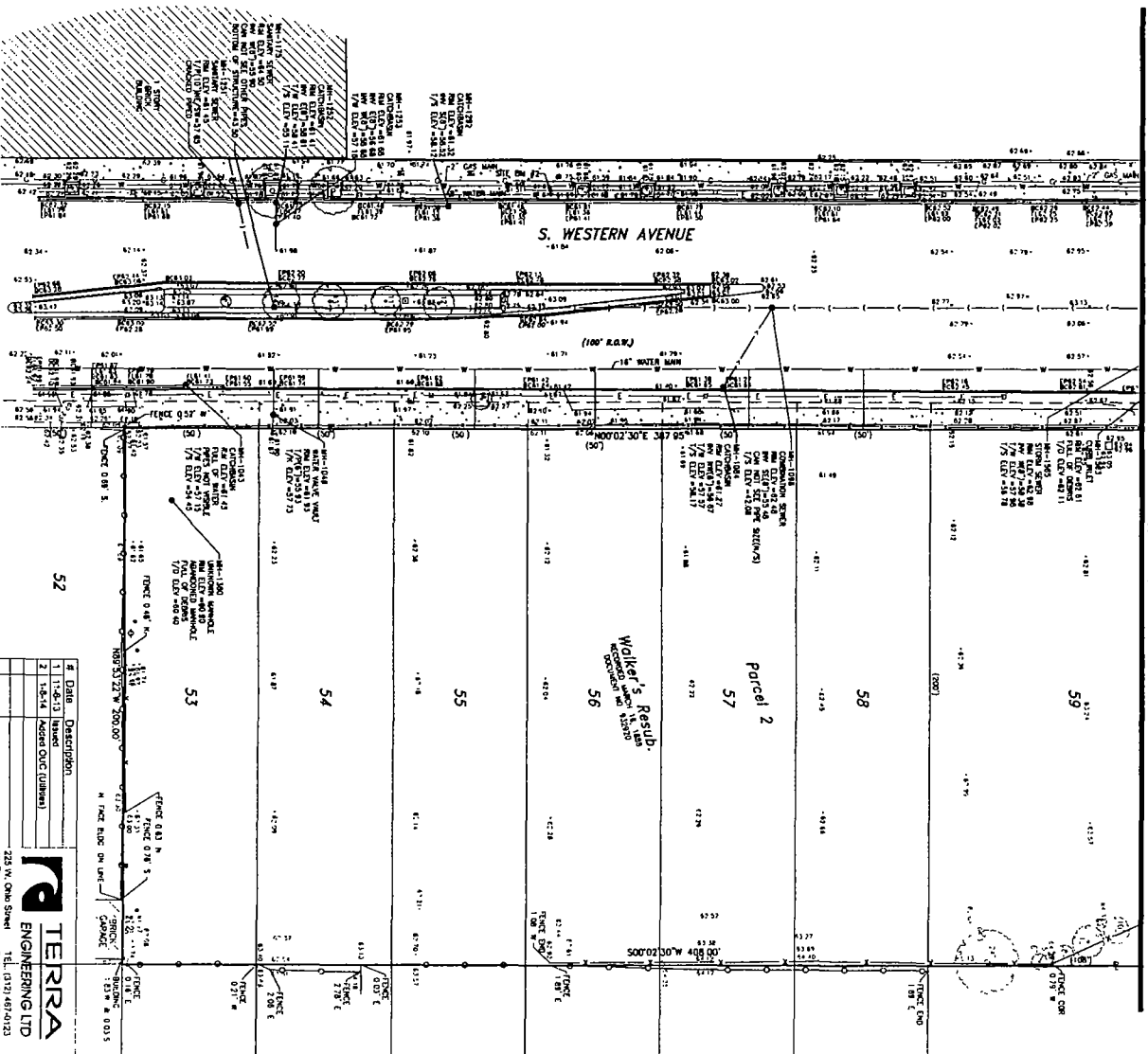
(ATTACHED)

A graphic scale bar is shown with markings for 0, 10, 20, and 30 feet. Below the scale, it is noted that 1 inch equals 30 feet. To the right of the scale is a cross-section diagram of a well, showing a vertical shaft with a pumpjack mechanism at the top and a fluid level indicated by a horizontal line.

SITE MAP



SITE



#	Date	Description
1	11-16-13	Unpaid
2	1-16-14	Assoc. Outc (unpaid)



TERRA
ENGINEERING LTD

222 W. Oak Street
4th Floor
Chicago, IL 60604

TEL: (312) 461-0123
FAX: (312) 461-0120
www.terraengr.com

Project Information:
PROJECT # 13-024
DESIGN BY TB
CHECKED BY TB

115th & Western
Chicago, IL

EXHIBIT D
INTERGOVERNMENTAL AGREEMENT
(ATTACHED)

**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
MORGAN PARK-BEVERLY SPORTS CENTER**

This Agreement is made this ____ day of _____, 2014 (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Planning and Development (together with any successor department thereto, "**DPD**"), and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "**Parties**."

RECITALS

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

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

C. The City is the owner of certain real property legally described on Exhibit A attached hereto (subject to final title and survey, the "City Property" or "Project Site").

D. The City Property consists of approximately 2.3 acres and is located at the northeast and southeast corners of the intersection of South Western Ave and 115th Street, at 11505 S Western Avenue and 2330 W 115th Street, as generally depicted on Exhibit B attached hereto.

E. [intentionally omitted]

F. [intentionally omitted]

G. The Park District wishes to build, develop, and operate a new sports facility on the Project Site, which will include an indoor ice rink and a gymnastics center (the "Project").

H. 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.

I. All of the Project Site lies wholly within the boundaries of the Western Avenue/Rock Island Redevelopment Area (as hereinafter defined).

J. To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on February 8, 2006, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 69481 to 69641: (1) An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan (the "Western Avenue/Rock Island Redevelopment Plan") for the Western Avenue/Rock Island

Redevelopment Project Area(the "Western Avenue Rock Island Redevelopment Area"); (2) An Ordinance of the City of Chicago, Illinois Designating the Western Avenue/Rock Island Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and (3) An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Western Avenue/Rock Island Redevelopment Project Area (the "Western Avenue/Rock Island TIF Ordinances").

K. 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 Western Avenue/Rock Island Redevelopment Area "Western Avenue/Rock Island Increment").

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

M. The Western Avenue/Rock Island TIF Ordinances contemplate that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Western Avenue/Rock Island Redevelopment Area.

N. Subject to the availability of Western Avenue/Rock Island Increment, the City desires to use a portion of the Western Avenue/Rock Island Increment (the "City Funds") for the Project.

O. The City agrees to use the City Funds to reimburse the Board for a portion of the costs of the TIF-Funded Improvements (as defined below) for the Project, pursuant to the terms and conditions of this Agreement.

P. 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 Western Avenue/Rock Island Redevelopment 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 5/11-74.4-03(u) of the Act.

Q. Pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights").

R. It is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and use the transferred Increment as part of the City Funds.

V. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall (1) convey the City Property to the Park District; (2) reimburse or pay the Park District for funding the Project costs (the "TIF-Funded Improvements") in an amount not to exceed \$10,000,000 (the "Project Assistance").

W. On September 12, 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:

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1 The Park District will purchase the City Property 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, including but not limited to 70 ILCS 1505/0.01 et seq. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance

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

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

1.4 The Park District shall also provide the City with copies, if any shall apply, of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Project Site as a public park from all appropriate governmental authorities,

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

SECTION 2. FUNDING.

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

2.2. The Park District may request that a certificate(s) of expenditure in the form of Exhibit D attached hereto and hereby made a part hereof ("Certificates of Expenditure") be processed and executed periodically. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are TIF-Funded improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DPD. Delivery by the Park District to DPD of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

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

2.3. 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 2.2 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.

2.4. The current estimate of the cost of the Project is \$18,236,206. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit E attached hereto and hereby made a part hereof. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all

costs of completing the Project, including, but not limited to, costs relating to the Project Site, over the Project Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

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

2.6. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject in every respect to the availability of funds as described in and limited by this Section 2.6 and Section 2.1. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted. The City may defer payments, up to 10 years after the execution of this Agreement, as funds become available.

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

SECTION 3. TERM, CONVEYANCE AND RIGHTS OF ENTRY.

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

3.2 The Park District shall complete the construction and development of the Project within five (5) years following the Closing Date, or later as the Commissioner may agree in writing.

3.3 The City shall convey the City Property to the Park District by quitclaim deed for the sum of One Dollar (\$1.00) on the Closing Date. The City shall prepare all necessary transfer documents and cause the conveyance of the parcels agreed to be transferred to the Park District. Without limiting the generality of the quitclaim nature of the City's deed, such conveyance and title shall, in addition to the provisions of this Agreement, be subject to:

- (a) the Redevelopment Project and Plan for the Western Avenue/Rock Island Redevelopment Project Area;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) general real estate taxes;
- (d) special assessments or other taxes, if any;
- (e) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (f) any liens thereon;
- (g) such other title defects as may exist; and
- (h) any and all exceptions caused by the acts of the Park District or its agents.

3.4 Subject to the terms and conditions set forth herein, the City hereby grants to the Park District a right of entry to the Property for the sole purpose of allowing the Park District to commence, manage, perform, and, after completion, but before conveyance of the Property from the City to the Park District, maintain the Project pursuant to this Agreement. The right of entry granted hereunder extends to, and the Park District shall be responsible for, its agents, employees, contractors, subcontractors and consultants. This right of entry is non-assignable. The Park District agrees to notify the City at least five (5) days prior to commencing the Project. The Park District further agrees to notify the City promptly upon completing the Project. The Park District shall require its contractor to provide the City evidence of the types and amounts of insurance as shall be determined by the City and to indemnify the City against all liabilities resulting from the commencement, management, performance, and, after completion, but before conveyance of the Property from the City to the Park District, maintenance of the Project.

3.5 The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the City Property prior to the Closing Date, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption, but shall have no further duties with respect to any such taxes. Furthermore, the Park District shall be responsible for all taxes accruing on the City Property after the Closing Date.

SECTION 4. ENVIRONMENTAL MATTERS

4.1. The Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary

shall be performed using the Project Assistance funding provided herein. The City's financial obligation shall be limited to an amount not to exceed \$10,000,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the City Property or the suitability of the City Property as a park or for any use whatsoever.

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

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

4.4 In addition, the City Property shall be conveyed to the Park District in its "as is, where is" condition, with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of the Park District to investigate and determine the soil and environmental condition of the City Property. If the soil conditions are not in all respects entirely suitable for the use or uses to which the City Property is intended to be utilized for under this Agreement, then it shall be the sole responsibility and obligation of the Park District to take such action as may be necessary to place the soil and environmental condition of the City Property in a condition entirely suitable for the intended uses under this Agreement. After the City's conveyance of the City Property to the Park District, the Park District shall have no recourse whatsoever against the City under any Environmental Laws or any other laws, rules or regulations for the environmental, soil or other condition of the City Property. For purposes of the foregoing, "Environmental Laws" shall 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 to (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, including but not limited to 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 thereof, whether or not in the performance of this Agreement.

SECTION 5. INSURANCE.

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

A. INSURANCE PROVIDED BY THE PARK DISTRICT

In connection with the execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,500,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). 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.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with this Agreement, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Self Insurance

To the extent permitted by law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for the above insurance requirements, the Park District 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 the insurance requirements as stipulated above.

B. INSURANCE PROVISIONS OF THE CONTRACTOR

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 coverage and requirements specified below, insuring all operations related to the Contract.

(i) 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, illness or disease.

(ii) 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. Coverage 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 (not to include Endorsement CG 21 39 or equivalent). The Park District 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 Agreement.

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

(iii) 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 Park District 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.

(v) Professional Liability

When any architects, engineers, project/construction managers or any 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. 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.

(vi) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The Park District and the City of Chicago are to be named as additional insureds and loss payees (subject to the rights of any permitted mortgagee).

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.

5.2. On or before the Closing Date, the Park District must furnish the City evidence of self-insurance. The Park District must furnish the City at the address stated in Section 8.13, original Certificates of Insurance, or such similar evidence, to be in force on or before the Park District commences construction of the Project, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has 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 commencement of construction of the Project. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from the Park District is not a waiver by the City of any requirements for the Park District to obtain and maintain the specified coverage.

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

5.4 The Park District must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5 Any deductibles or self insured retentions on referenced insurance must be borne by Park District and other contractors, as applicable.

5.6 The Park District hereby waives and agrees to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7 The insurance and limits furnished by the Park District in no way limit the Park District's or any other Contractors' liabilities and responsibilities specified within the Agreement or by law.

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

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. To the extent of liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to indemnify, defend (at the City's option), 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 30-day prior notice of intent to terminate at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the

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

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

SECTION 8. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the City ordinance passed on _____, 2014 (the "Ordinance"). Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

To the City: City of Chicago
 Department of Planning and Development
 Attention: Commissioner
 City Hall, Room 1006
 121 N. LaSalle Street
 Chicago, Illinois 60602
 (312) 744-5777
 (312) 744-6552 (Fax)

With copies to: City of Chicago
 Department of Law
 Attention: Finance and Economic Development Division &

Real Estate Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200

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

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

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

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

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

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

For the Park District: Rob Rejman
Chicago Park District
Director of Planning, Construction and Facilities
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4682
(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 of City Property

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOT 8, LOT 9 AND THE WEST HALF OF LOT 10 IN ROBERTS' SUBDIVISION OF ORIGINAL LOTS 1, 2 AND 3, AND THE SOUTH 93 FEET OF ORIGINAL LOTS 4 AND 5; AND ALSO A RESUBDIVISION OF LOTS 31, 32, 33, 38, 39 AND 40 IN SHELDON'S RESUBDIVISION OF THE SOUTH HALF OF LOTS 14 AND 15, ALL OF LOTS 6 TO 13, INCLUSIVE, AND THE NORTH 57 FEET OF ORIGINAL LOTS 4 AND 5; ALL IN BLOCK "E" IN BLUE ISLAND LAND AND BUILDING COMPANY'S RESUBDIVISION OF CERTAIN LOTS AND BLOCKS IN MORGAN PARK, WASHINGTON HEIGHTS, IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 53 TO 59, INCLUSIVE, IN BLOCK "D" IN WALKER'S RESUBDIVISION OF BLOCKS "A," "B" AND "D" IN MORGAN PARK IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2330 W 115TH STREET

AND

11505 S WESTERN AVENUE

CHICAGO, ILLINOIS 60643

PINS: 25-19-109-039-0000
25-19-300-001-0000

Exhibit B
Depiction of Property Ownership
(See Exhibit B to Ordinance)

Exhibit C
Project Description

The TIF-Funded Improvements for the Project include the following:

Development of a new Sports Center to include an indoor ice rink facility and gymnastics center located at 115th Street and Western Avenue. The project site is comprised of two city-owned properties located at the northeast and southeast corners of 115th Street and Western Avenue totaling 2.63 acres. Through an anticipated roadway vacation, a portion of 115th Street will be closed to vehicular traffic east of Western Avenue to create a cohesive development site for this new facility.

The field house will consist of a new 55,200 SF building which contains an indoor ice rink facility and gymnastics center as well as support program including skate rentals, concession areas, meeting / party rooms, viewing areas, offices, restrooms and team locker rooms.

The gymnastics center will be a world-class training gymnasium designed to accommodate standard USGA competition events for men and women as well as a large pit area and in-ground trampolines for additional training opportunities. The gym will accommodate preschool children up to club level athletes with public viewing area.

Exhibit D

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 have the meanings given such terms in the Agreement.

Chicago Park District

By: _____
Name
Title: _____

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

My commission expires: _____

Agreed and accepted:

Name
Title: _____
City of Chicago
Department of Planning and Development

Exhibit E
Project Budget
TIF-Funded Improvements

Park Development Uses Budget:

Estimated

Sources Budget

Chicago Park District	\$ 4,236,206.00
DCEO State Grant	\$ 4,000,000.00
City TIF	<u>\$10,000,000.00</u>
Total	\$18,236,206.00

Uses Budget

Design	\$ 1,047,706.00
Construction	<u>\$17,188,500.00</u>
Park Development Budget	\$18,236,206.00

The Commissioner may authorize changes to the preliminary budget set forth above, but may not increase the maximum amount of the budget nor materially change the nature of the Project.

*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City shall not exceed \$10,000,000.



City of Chicago



O2014-9321

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Transit Authority and Cook County for allocation of Motor Fuel Tax funds for operational expenses for Year 2015
Committee(s) Assignment:	Committee on Budget and Government Operations



BUDG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 the 2015 Motor Fuel Tax Allocation Ordinance and associated authorization for an intergovernmental agreement with the Chicago Transit Authority.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the Regional Transportation Authority Act (70 ILCS 3615/1.01, et seq.) (the "Act") that establishes the Regional Transportation Authority (the "RTA") provides, in Section 4.10 thereof, that the RTA shall not for any fiscal year of the RTA release to the Chicago Transit Authority (the "CTA") any funds except for the proceeds of taxes imposed by the RTA under Sections 4.03 and 4.03.1 thereof which are allocated to the CTA under Section 4.01(d) of the Act unless a unit or units of local government in Cook County (other than the CTA) enters into an agreement with the CTA to make a monetary contribution for such year of at least Five Million Dollars (\$5,000,000) for public transportation; and

WHEREAS, the CTA will, for the foreseeable future, require such financial grants from the RTA in order to meet its operational expenses; and

WHEREAS, every year since the inception of the RTA, the City of Chicago has contributed Three Million Dollars (\$3,000,000) and the County of Cook has contributed Two Million Dollars (\$2,000,000) to fulfill the condition set forth in Section 4.10 of the Act; now, therefore,

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

SECTION 1. There is hereby allocated for the fiscal year of the RTA ending December 31, 2015 the sum of Three Million Dollars (\$3,000,000) for use by the CTA as a matching grant from the City of Chicago, to be paid prior to December 31, 2015 from that part of the Motor Fuel Tax Funds which have been or may be allocated to the City of Chicago.

SECTION 2. The sum of Three Million Dollars (\$3,000,000) hereby allocated shall be deemed, considered and construed as the payment and fulfillment of the local contribution required of the City of Chicago pursuant to an agreement made under Section 4.10 of the Act among the CTA, the County of Cook, and the City of Chicago. Subject to the approval of the Corporation Counsel as to form and legality, the Mayor is authorized to execute such agreement, substantially in the form attached hereto as Exhibit A.

U:\DOCS\Budget 2015\2015 MFT IGA + authorizing ordinance.doc

SECTION 3. The City Clerk is hereby directed to transmit a certified copy of this Ordinance to the Governor of the State of Illinois and (2) two certified copies of this Ordinance to the Department of Transportation of the State of Illinois, Springfield, Illinois.

SECTION 4. This Ordinance shall be in force and effect from and after its passage and approval.

Exhibit "A" referred to in this Ordinance reads as follows:

INTERGOVERNMENTAL AGREEMENT

This agreement is made as of this ____ day of _____, 2015, by and among the Chicago Transit Authority, a municipal corporation of the State of Illinois that was established pursuant to the Metropolitan Transit Authority Act, 70 ILCS 3605/1, et seq. (the "Authority"), the City of Chicago, an Illinois municipal corporation (the "City"), and the County of Cook, an Illinois body corporate and politic (the "County").

Witnesseth

1. The City hereby agrees that, prior to December 31, 2015, and pursuant to an ordinance of the City Council of the City passed on _____, 2014 and recorded in the Journal of Proceedings of the City Council for that date at pages _____ thereof, it shall contribute to the Authority, for the Authority's public transportation purposes, the amount of Three Million Dollars (\$3,000,000) (the "City Contribution") from the City's allotment of State of Illinois ("Illinois") motor fuel tax funds.
2. The County hereby agrees that, prior to December 31, 2015, and pursuant to authority granted by the County Board of Commissioners on _____, it shall contribute to the Authority, for the Authority's public transportation purposes, the amount of Two Million Dollars (\$2,000,000) (the "County Contribution") from the County's allotment of Illinois motor fuel tax funds.
3. The Authority hereby agrees that, pursuant to an ordinance of the Chicago Transit Board passed on September 15, 2010, it has the authority to accept the City Contribution and the County Contribution.
4. The Authority hereby agrees to use the City Contribution and the County Contribution for its public transportation purposes as set forth in Section 4.10 of the Regional Transportation Authority Act, 70 ILCS 3615/1.01, et seq.
5. The Authority agrees that, if Illinois audits or otherwise questions the City or the County in connection with the City Contribution or the County Contribution, the City and the County shall each have the right to audit or question the Authority to the same extent thereof.
6. The Authority agrees to indemnify the City and the County from and against repayment losses, if any, to the extent Illinois requires the repayment to it of all or any part of the City Contribution or the County Contribution.
7. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
8. The Authority, the City and the County agree to cooperate fully with one another in the implementation of this agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this agreement on the date first referenced above.

City of Chicago, an Illinois municipal corporation, acting by and through its Mayor

By: _____
Rahm Emanuel
Mayor

County of Cook, an Illinois body corporate and politic

By: _____
Toni R. Preckwinkle
President

Chicago Transit Authority, a municipal corporation of the State of Illinois that was established pursuant to the Metropolitan Transit Authority Act, 70 ILCS 3606/1, et seq.

By: _____
Terry Peterson
Chairman

Approved as to form:

Assistant State's Attorney



City of Chicago



O2014-9022

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment No. 3 to Roosevelt-Homan Commercial/Residential Redevelopment Area Tax Increment Finance program redevelopment plan
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 amendments to various TIF districts.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1962

ORDINANCE

WHEREAS, pursuant to ordinances adopted on December 5, 1990, in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Roosevelt-Homan Commercial/Residential Redevelopment Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" (the "Designation Ordinance"); and (iii) adopted tax increment allocation financing for the Area (the "TIF Adoption Ordinance"); and

WHEREAS, pursuant to an ordinance adopted on July 31, 1996, the Corporate Authorities amended the Original Plan to increase the budget ("Amendment No. 1"); and

WHEREAS, pursuant to an ordinance adopted on October 6, 2010, the Corporate Authorities further amended the Original Plan, as amended by Amendment No. 1, to change the date by which redevelopment projects in the Area must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31, 2014 ("Amendment No.2;" the Original Plan, as amended, is referred to hereafter as the "Plan;" the Original Plan Ordinance, as amended, is referred to hereafter as the "Plan Ordinance") (the Plan Ordinance, the Designation Ordinance and the TIF Adoption Ordinance are collectively referred to in this ordinance as the "TIF Ordinances"); and

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

WHEREAS, the Corporate Authorities now desire further to amend the Plan to incorporate the "portability" language included in Section 11-74.4-4(q) of the Act to permit the City to transfer a certain amount of tax increment revenues to and from the Area and other redevelopment areas contiguous to or separated only by a public right-of-way from the Area, and vice versa; and

WHEREAS, the Corporate Authorities find that allowing for the portability of not to exceed ten percent (10%) of the Estimated Redevelopment Project Costs set forth in Table 1 of the Plan shall not (1) add additional parcels of property to the Area, (2) substantially affect the general land uses proposed in the Plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the Plan by more than 5% after adjustment for inflation from the date the Plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the Plan, or (6) increase the number of inhabited residential units to be displaced from the Area, as measured from the time of creation of the Area, to a total of more than 10;

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

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

SECTION 2. Approval of Amendment to Plan. The "Amendment No. 3 to the Roosevelt-Homan Commercial/Residential Redevelopment Area Tax Increment Finance Program Redevelopment Plan," a copy of which is attached hereto as Exhibit A (the "Amendment No. 3"), is hereby approved.

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

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

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

EXHIBIT A

AMENDMENT NO. 3 TO THE ROOSEVELT-HOMAN COMMERCIAL / RESIDENTIAL REDEVELOPMENT AREA TAX INCREMENT FINANCE PROGRAM REDEVELOPMENT PLAN

The following paragraph shall be added after the second paragraph under Table 1, "Estimated Redevelopment Project Costs" on page 26380 of the Council Journal of Proceedings of December 5, 1990 (the "Journal"), and after the second paragraph under "Roosevelt-Homan Commercial/Residential Redevelopment Project – E. Sources Of Funds To Pay Redevelopment Project Costs" on page 26399 of the Journal:

If the Redevelopment Project Area is contiguous to, or separated only by a public right-of-way from, one or more redevelopment project areas created under the Act, the City may utilize revenues received under the Act from the Redevelopment Project Area in an amount not to exceed ten percent (10%) of the Estimated Redevelopment Project Costs set forth in Table 1 to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or other redevelopment project areas separated only by a public right-of-way, and vice versa. In addition, if the Redevelopment Project Area is contiguous to, or separated only by a public right-of-way from, one or more redevelopment project areas created under the Industrial Jobs Recovery Law (the "Law", 65 ILCS 5/ 11-74.6-1, et seq. (1996 State Bar Edition), as amended (an "IJRB Project Area"), the City may utilize revenues received from such IJRB Project Area(s) in an amount not to exceed ten percent (10%) of the Estimated Redevelopment Project Costs set forth in Table 1 to pay eligible redevelopment project costs or obligations issued to pay such costs in the Redevelopment Project Area, and vice versa. Such revenues may be transferred outright from or loaned by the IJRB Project Area to the Redevelopment Project Area and vice versa. The amount of revenue from the Redevelopment Project Area made available to support any contiguous redevelopment project areas, or those redevelopment project areas separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the Redevelopment Project Area, shall not at any time exceed the total Estimated Redevelopment Project Costs. This paragraph is intended to give the City the benefit of the "portability" provisions set forth in the Act, 65 ILCS 5/ 11-74.4-4 (q), and the Law, 65 ILCS 5/11-74.6-1 5(s).



City of Chicago



O2014-9038

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

11/5/2014

Sponsor(s):

Emanuel (Mayor)

Type:

Ordinance

Title:

Amendment No. 1 to Homan-Arthington Redevelopment
Plan and Project Area Tan Increment Financing (TIF)
assistance

Committee(s) Assignment:

Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 amendments to various TIF districts.

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, pursuant to ordinances adopted on February 5, 1998, in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "Act"), and published in the Council Journal of Proceedings of that date at pages 60833-60916, the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "Homan-Arthington Redevelopment Area" (the "Area") (the "Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" (the "Designation Ordinance"); and (iii) adopted tax increment allocation financing for the Area (the "TIF Adoption Ordinance," and together with the Plan Ordinance and the Designation Ordinance, the "TIF Ordinances"); and

WHEREAS, pursuant to Section 11-74.4-3(n)(9) of the Act, for redevelopment project areas designated prior to November 1, 1999, the redevelopment plan may be amended without further joint review board meeting or hearing, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested party registry, to authorize the municipality to expend tax increment revenues for redevelopment project costs defined by paragraphs (5) and (7.5), subparagraphs (E) and (F) of paragraph (11), and paragraph (11.5) of subsection (q) of Section 11-74.4-3, so long as the changes do not increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted; and

WHEREAS, the Corporate Authorities desire to amend the Plan to update the Estimated TIF Eligible Costs set forth in Table 3 of the Plan to authorize the municipality to expend tax increment revenues for redevelopment project costs permitted by the Act, as amended; and

WHEREAS, the Corporate Authorities desire further to amend the Plan by increasing the total Estimated TIF Eligible Costs set out in Table 3 of the Plan by 5% after adjustment for inflation from the date the Plan was adopted;

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

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

SECTION 2. Approval of Amendment to Plan. The "Amendment No. 1 to the Homan-Arthington Redevelopment Project Area Tax Incremental Financing Eligibility Study, Redevelopment Plan and Project," a copy of which is attached hereto as Exhibit A (the "Amendment No. 1"), is hereby approved.

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

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

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

**CITY OF CHICAGO
AMENDMENT NO. 1
TO THE
HOMAN-ARTHRINGTON REDEVELOPMENT PLAN AND PROJECT
(the "PLAN")**

1. In Section 6 entitled, "Financial Plan," the sub-section entitled, "Eligible Cost," shall be deleted and replaced with the following:

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Plan (the "Redevelopment Project Costs.")

In the event the Act is amended after the date of the approval of this Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Table 3 or otherwise adjust the line items in Table 3 without further amendment to this Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Plan.

1. Eligible Redevelopment Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the Plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The costs of marketing sites within the Homan-Arthington R.P.A. to prospective businesses, developers and investors;
- c) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment

- or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
- e) Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) Costs of job training and retraining projects including the cost of "welfare to work" programs implemented by businesses located within the Homan-Arthington R.P.A.;
- g) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
- h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan;
- i) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- j) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act;
- k) Payment in lieu of taxes, as defined in the Act;
- l) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semitechnical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Homan-Arthington R.P.A.; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;
- m) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
 5. up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- n) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the City may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act;
 - o) The costs of daycare services for children of employees from low-income families working for businesses located within the Homan-Arthington R.P.A. and all or a portion of the cost of operation of day care centers established by Homan-Arthington R.P.A. businesses to serve employees from low-income families working in businesses located in the Homan-Arthington R.P.A. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80 percent of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development;
 - p) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
 - q) If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.
2. In Section 6 entitled, "Financial Plan," under the sub-heading, "Estimated Redevelopment Project Costs," Table 3 entitled, "Estimated TIF Eligible Costs" shall be deleted and replaced with the following:

Estimated Project Costs - AMENDMENT NO. 1	Cost
Professional and Administrative Services	\$ 200,000
Marketing	\$ 50,000
Property Assembly and Site Prep	\$ 200,000
Rehabilitation of Existing Buildings	\$ 2,155,161
Construction of Public Facilities and Improvement [1]	\$ 7,000,000
Job Training	\$ 500,000
Financing Costs	\$ 500,000
Relocation Costs	\$ 250,000
Interest Costs	\$ 150,000
Affordable Housing Construction	\$ 5,000,000
Day Care Services	\$ 50,000
Total [2] [3]	\$ 15,555,161 [4]

¹This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Homan-Arthington R.P.A. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

²Total Redevelopment Project Costs represent an upper limit on expenditures that are to be funded using tax increment revenues and exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs. Within this limit, adjustments may be made in line items without amendment to this Plan, to the extent permitted by the Act.

³The amount of the Total Redevelopment Project Costs that can be incurred in the Homan-Arthington R.P.A. will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Homan-Arthington R.P.A. only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Homan-Arthington R.P.A. but will not be reduced by the amount of redevelopment project costs incurred in the Homan-Arthington R.P.A. which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Homan-Arthington R.P.A. only by a public right-of-way.

⁴All costs are in 2014 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.



City of Chicago



A2014-104

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Jenny Yang as member of Special Service Area No. 26, Broadway Commercial District Commission, The
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

I have appointed Jenny Yang as a member of Special Service Area No. 26, the Broadway Commercial District Commission, for a term effective immediately and expiring May 26, 2015, to succeed Sisay Abebe, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



A2014-105

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Anthony E. Harris as member of Special Service Area No. 44, 103rd Street Beverly Commission
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

I have appointed Anthony E. Harris as a member of Special Service Area No. 44, the 103rd Street Beverly Commission, for a term effective immediately and expiring February 6, 2017, to succeed Shirley J. Makinney, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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1964



City of Chicago



A2014-106

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Cornelius D. Griggs as member of Chicago Community Land Trust Board of Directors
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

I have appointed Cornelius D. Griggs as a member of the Chicago Community Land Trust Board of Directors for a term effective immediately and expiring February 1, 2014, to succeed Michael Jasso, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



1911

1911



City of Chicago



A2014-107

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Kurt Summers, Jr. as City Treasurer
Committee(s) Assignment:	Committee on Finance



FIN-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

I have appointed Kurt Summers Jr. as City Treasurer.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



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City of Chicago



A2014-108

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Levoi K. Brown as member of Chicago Low Income Housing Trust Fund Board of Directors
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

I have appointed Levoi K. Brown as a member of the Chicago Low Income Housing Trust Fund Board of Directors for a term effective immediately and expiring December 31, 2014, to complete the unexpired term of Andrew H. Schapiro, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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City of Chicago



R2014-813

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 11/5/2014

Sponsor(s): Emanuel (Mayor)
Burke (14)
Reboyas (30)
Burnett (27)
Maldonado (26)
Sposato (36)
Austin (34)
Mell (33)
Waguespack (32)
Suarez (31)
Cochran (20)
Harris (8)
Holmes (7)
Quinn (13)
Lane (18)
O'Shea (19)
Thomas (17)
Tunney (44)
Hairston (5)
Solis (25)
Chandler (24)
Zalewski (23)
Munoz (22)
O'Connor (40)
Laurino (39)
Dowell (3)
Fioretti (2)
Moreno (1)

Type: Resolution

Title: Call for hearing(s) on unauthorized and improper telephone calls to election judges in connection with November 4, 2014 election

Committee(s) Assignment: Committee on Committees, Rules and Ethics



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

I transmit herewith, together with Alderman Burke and others, a resolution regarding unauthorized and improper automated telephone calls made to election judges in conjunction with the November 4, 2014 election.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

Mayor



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RESOLUTION

WHEREAS, President Thomas Jefferson once observed that: "The elective franchise, if guarded as the ark of our safety, will peaceably dissipate all combinations to subvert a Constitution, dictated by the wisdom, and resting on the will of the people;" and

WHEREAS, Maintaining the integrity of the electoral process is key to any well-functioning democracy;

WHEREAS, Yesterday, the Chicago Board of Elections announced that many Chicago area voters were not able to cast ballots Tuesday morning due to polling places opening late; and

WHEREAS, Chicago Board of Election Commissioners Chairman Langdon Neal indicated that the problem was due to a lack of election judges. The board had planned for 10,000 election judges to be assigned for Tuesday's election, and an unprecedented number of those judges did not show up; and

WHEREAS, The failure of 2,000 election judges to report to duty is believed to have been the result of malicious robocalls made to election judges over the weekend, falsely informing them that they had to report for training, or they would not be able to serve on Election Day; and

WHEREAS, In other cases, dozens of judges reported receiving calls demanding that they vote in a certain way in order to serve as an election judge. Some judges quit after receiving this misinformation; and

WHEREAS, Mr. Neal indicated that at least one precinct in all 50 wards experienced a problem with election judges not showing up, with the result that some voters, who did not have the luxury of waiting to vote until standby judges arrived at their polling place, were either unable to vote or were discouraged from voting; and

WHEREAS, It is clear that the bogus automated telephone calls that were made over the weekend were intended to disrupt the election and to keep vote totals down in Chicago; and

WHEREAS, While the Board of Elections acted as quickly as it could to take steps to redress this grievous wrong by asking a court to extend voting at six Chicago polling stations, the fact remains that people's right to vote was negatively affected in yesterday's election and, in some cases, outright denied; and

WHEREAS, While the City of Chicago has asked law enforcement authorities to investigate this matter, it is also critical that the public be fully informed of what actions took place, therefore,

BE IT RESOLVED, That We, the Mayor and Members of the City Council of the City of Chicago, assembled this fifth day of November, 2014, do hereby direct the Committee on

Committees, Rules and Ethics to hold a hearing on the matter described herein, with a view toward determining who was responsible for placing these automated calls; who paid for the calls to be made; and how and by whom the names and telephone numbers of the election judges were obtained; and, to call upon appropriate persons to testify relative to this matter.

~~Robert M. Miller~~ 30
Walter 27th
Robert M. Miller 26
Nelson 30th
Carrie M. Austin 34
Dahl 17th 33
Scott Agnew 32
Ray Leung 31st
Della B. Cochran 20th
Michelle A. Harris 8th
Natasha S. Allen 7th
Mae 13
Lore Lane 18th
Mary 19
Arthur 17

Edward M. Barker
Joe 44
Leslie N. Harrison 5th
Daniel Salin 25th
Michael D. Clark 24th
James 23
Ruth 22
Patrick J. Connor 40th
Margaret Laurino 39th
Pat Dowell, 3rd
Ruth W. 2nd
Joe Morano 1st

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City of Chicago



O2014-9320

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Expenditure of portion of Motor Fuel Tax Fund allocated to City of Chicago for year 2015
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 the 2015 Motor Fuel Tax Allocation Ordinance and associated authorization for an intergovernmental agreement with the Chicago Transit Authority.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



1. *Chlorophyll a* (Chl *a*)

ORDINANCE

EXPENDITURE OF THE PORTION OF THE MOTOR FUEL TAX FUND ALLOCATED TO THE CITY OF CHICAGO IN THE YEAR 2015

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

SECTION 1. Definitions. As used in this ordinance:

The term "authorized use" means any use permitted pursuant to Division 2 of Article 7 of the Illinois Highway Code, 605 ILCS 5/7-202, et seq., as described and interpreted by the Illinois Department of Transportation in its Bureau of Local Roads and Streets Manual, Figure 4-3B.

The term "eligible debt service" means debt service eligible for payment out of the portion of the Motor Fuel Tax Fund allocated to the City pursuant to 605 ILCS 5/7-202.13.

The term "Fund 310" means Fund 310 as set forth in the Annual Appropriation Ordinance for the year 2015.

SECTION 2. The Commissioner of Transportation is hereby authorized to expend for authorized uses undertaken in 2014 related to Bridges and Pavement Maintenance an additional Ten Million Four Hundred Thousand Dollars (\$10,400,000) hereby appropriated and allocated to Fund 310 in 2014.

SECTION 3. The City is hereby authorized to make the following expenditures from the portion of the Motor Fuel Tax Fund which has been or may be allocated to the City for the period beginning January 1, 2015, and ending December 31, 2015:

SUBSECTION A. The Commissioner of Transportation is authorized to expend:

(i) the sum of Two Million One Hundred Two Thousand One Hundred Twenty-Four Dollars (\$2,102,124) for authorized uses related to Electrical Operations, as more fully described in Fund 310, and

(ii) the sum of Eleven Million Eight Hundred Seventy Thousand Nine Hundred Sixty Dollars (\$11,870,960) for authorized uses related to In-House Construction, as more fully described in Fund 310.

SUBSECTION B. The Commissioner of Fleet and Facility Management is authorized to expend:

(i) the sum of Twenty-Two Million Six Hundred Forty-Five Thousand Six Hundred Sixty-Seven Dollars (\$22,645,667) for authorized uses related to Asset Management, as more fully described in Fund 310, and

(ii) the sum of Eight Million Eight Hundred Thirteen Thousand Three Hundred Sixty-Seven Dollars (\$8,813,367) for authorized uses related to Fleet Operations, as more fully described in Fund 310.

SUBSECTION C. The Commissioner of Streets and Sanitation is authorized to expend the sum of Seventeen Million One Hundred Thirty Thousand Nine Dollars (\$17,130,009) for authorized uses related to Street Operations, as more fully described in Fund 310.

SUBSECTION D. The Director of the Office of Budget & Management is authorized to approve the expenditure of the sum of Seven Million Dollars (\$7,000,000) for authorized uses related to Snow and Ice Removal, as more fully described in Fund 310.

SUBSECTION E. The City is authorized to expend the sum of Eighteen Million Seven Hundred Eighty-Six Thousand Two Hundred Seventeen Dollars (\$18,786,217) for eligible debt service, and costs or fees related thereto, as more fully described in Fund 310.

SUBSECTION F. The City is authorized to expend the sum of Ten Million Seven Hundred Sixty-Five Thousand Six Hundred Fifty-Six Dollars (\$10,765,656) for other authorized uses, as more fully described in Fund 310.

SECTION 4. The City shall maintain one or more separate ledger accounts recording expenditures from its portion of the Motor Fuel Tax Fund, utilizing standard account classifications acceptable under generally accepted accounting principles, with all charges for direct or indirect expenses categorized and detailed.

SECTION 5. Motor Fuel Tax Fund monies specifically allocated for a particular use shall not be transferred to any other Motor Fuel Tax funded use without prior approval of the City Council. The operating departments shall use allocated monies only for the objects and purposes associated with those monies in the annual appropriation ordinance.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage and approval.



City of Chicago



O2014-8810

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Section 7-12-060 by modifying provisions for redemption of impounded animals
Committee(s) Assignment:	Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

At the request of the Executive Director of Animal Care and Control, I transmit herewith an ordinance amending Chapter 7-12 of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

WHEREAS, Through the adoption program administered by Chicago Animal Care and Control ("CACC"), more than 1,000 animals are placed in loving homes each year; and

WHEREAS, To ensure pets are easily identified, CACC routinely offers City residents the opportunity to purchase microchips at low-cost clinics, enabling Chicagoans to reduce the risk that their pet will be impounded as a stray of unknown ownership; and

WHEREAS, CACC holds regular community adoption and vaccination events throughout Chicago, and offers online options to facilitate dog licensing, thereby providing residents with a convenient means of not only complying with legal requirements, but also reducing the risk of their pet's impoundment; and

WHEREAS, Despite these programs, CACC is required to provide humane shelter to more than 12,000 stray animals per year; and

WHEREAS, Notwithstanding CACC's diligent efforts to reunite these stray animals with their owners through various methods, including daily lost pet tours and photographs of lost pets posted online, less than seven percent of stray animals are claimed by owners, including less than one percent of stray cats and less than 15 percent of stray dogs; and

WHEREAS, Currently, the majority of the 93 percent of stray animals that go unclaimed are subject to a minimum of five days' "stray hold." Animal welfare experts have found that reducing the time an animal is held in a shelter significantly decreases the likelihood the animal will become ill or stressed, problems that are particularly acute with younger animals; and

WHEREAS, In 2013, CACC's redemption rate for stray cats aged four months or younger was less than one quarter of one percent, and the redemption rate for stray puppies aged four months or younger was approximately one percent; and

WHEREAS, To maximize the placement and adoption of animals in its care, CACC partners with more than 200 animal-welfare agencies and rescue groups that are willing, able, and authorized to receive transferred animals the moment they become available; and

WHEREAS, In the first nine months of 2014, more than 160 agencies and groups welcomed more than 8,300 animals transferred from CACC; and

WHEREAS, Several animal-welfare agencies, rescue groups, and humane societies, including multiple members of the Chicago Area Shelter Alliance, have requested modifications to the City's ordinance regarding stray holds, with an aim toward expediting the availability of animals for placement and adoption; and

WHEREAS, Making animals available for transfer or adoption in a more expeditious manner aligns with CACC's vital mission of promoting pet placement; now, therefore,

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

SECTION 1. Section 7-12-060 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

7-12-060 Redemption of impounded animals.

(a) Subject to the exceptions provided in subsections 7-12-060(b) and 7-12-060(c), the commission or any agency the commission may designate to take possession of animals for the purposes of impounding, shall hold impounded animals for a minimum of seven days, unless the owner redeems the animal sooner, during which time reasonable means shall be used to facilitate their return to the rightful owners. The owner of any animal impounded in any animal control center may, at any time during visiting hours at the animal control center, and before the sale or other disposal as provided in this ordinance chapter, redeem such animal by paying the required fees or charges and, in the case of an unlicensed animal, by complying with the license requirements. The seven-day holding period shall not apply to an animal relinquished by its owner to the commission under owner signature authorizing the commission to make immediate disposition of the animal at its discretion, nor shall any required holding period apply to an animal received for impounding in obviously critical physical condition or for which immediate euthanasia shall be deemed proper for humane reasons by the executive director or the executive director's designee.

(b) Any impounded animal of unknown ownership that remains unredeemed after three days shall be the property of the commission. The executive director may allow the adoption or transfer of any animal of unknown ownership after three days of impoundment, or any other disposition of the animal after five days of impoundment. In the event the executive director determines that an animal of unknown ownership suffers from severe behavioral issues, the executive director may allow any disposition of the animal after three days impoundment. ~~wild~~ Wild animals which are noxious by their very nature, such as wild rats, and undomesticated rodents, may be euthanized at once following an examination for zoonotic diseases.

~~Any animal remaining unredeemed after the prescribed holding period shall at once become the property of the commission.~~

(c) The executive director may allow the immediate adoption, or immediate transfer to an animal shelter or similar facility, of: (1) any impounded cat of unknown ownership; and (2) any impounded litter of puppies aged four months or younger of unknown ownership, as well as their mother, if she is present. The executive director also may allow the immediate transfer or other disposition of any impounded unweaned neonate animal of unknown ownership.

(d) The executive director shall have the authority to adopt rules necessary for the administration of this Section.

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



City of Chicago



O2014-8960

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 3 and 4 concerning various taxes, charges and fees (2015 Revenue Ordinance)
Committee(s) Assignment:	Committee on Finance



F 11/5

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 the Fiscal Year 2015 Revenue Ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

LIBRARY

R E V E N U E
O R D I N A N C E

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 (a) of the Illinois Constitution; and

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. Section 3-24-020 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

3-24-020 Definitions – Construction.

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

(Omitted text is unaffected by this ordinance)

3.5. “Gross rental or leasing charge” means the gross amount of consideration for the use or privilege of using hotel accommodations in the City of Chicago, valued in money, whether received in money or otherwise, including cash, credits, property and services, determined without any deduction for costs or expenses whatsoever, but not including charges that are added to the charge or fee on account of the tax imposed by this chapter or on account of any other tax imposed on the charge or fee. The term “gross rental or leasing charge” shall exclude separately stated optional charges not for the use or privilege of using hotel accommodations.

4. “Hotel accommodations” means, except as otherwise provided in this paragraph, a room or rooms in any building or structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment hotel, lodging house, bed-and-breakfast establishment, vacation rental, as defined in Section 4-6-300, dormitory or similar place, where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals. The term “hotel accommodations” shall not include (i) an accommodation which a person occupies, or has the right to occupy, as his domicile and permanent residence; (ii) any temporary accommodation provided in any building or structure owned or operated, directly or indirectly, by or on behalf of a not-for-profit medical institution, hospital, or allied educational institution; or (iii) an accommodation in a bed-and-breakfast establishment that is licensed ~~subject to licensing~~ under Section 4-6-290.

5. “Operator” means any person who has the right to rent or lease hotel accommodations to the public for consideration or who, directly or indirectly, receives or collects the price, charge or rent paid for the rental or lease of hotel accommodations. This term includes, but is not limited to, persons engaged in the business of selling or reselling to the public the right to occupy hotel accommodations, whether on-line, in person or otherwise. The term also includes persons engaged in the business of facilitating the rental or lease of hotel accommodations for consideration, whether on-line, in person or otherwise.

(Omitted text is unaffected by this ordinance)

SECTION 2. Section 3-27-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

3-27-030 Tax imposed.

(Omitted text is not affected by this ordinance)

D. To prevent multiple taxation, the use of nontitled tangible personal property in the city by a person who paid a municipal tax in another municipality with respect to the sale, purchase or use of the property shall be exempt from the tax imposed by this chapter to the extent of the amount of the tax properly due and actually paid in the other municipality. For the purpose of this provision:

1. the term "tax properly due" does not include the amount of any tax that the other municipality has agreed to rebate, reimburse, refund or otherwise return (collectively "rebate"); and
2. the term "tax actually paid" does not include:
 - a. the amount of any tax that the other municipality rebates; or
 - b. the amount of any rebate that is received by the taxpayer, the taxpayer's agent, or any entity that, directly or indirectly, (i) is owned, managed or controlled by the taxpayer, (ii) is under common ownership, management or control with the taxpayer, or (iii) owns, manages or controls the taxpayer.

(Omitted text is not affected by this ordinance)

SECTION 3. Chapter 3-32 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

3-32-020 Definitions.

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

~~A. —“Car-sharing organization” means a membership-based entity engaged in the business of leasing or renting passenger automobiles to its members primarily on an hourly basis; (i) where the majority of the automobiles meet the federal Environmental Protection Agency's definition of an “Ultra Low Emission Vehicle”, (ii) where all of the automobiles have a Greenhouse Gas Score of 5 or greater as defined in the United States Environmental Protection Agency's “Green Vehicle Guide”, (iii) where the automobiles are available to members through a self-service reservation system, without the need for a separate written agreement upon each use; (iv) where the entity provides all legally required insurance as a part of its initiation fees; membership dues or leasing or rental charges, and (v) where the entity's annual membership dues are at least two times its average hourly leasing or rental rate.~~

(Omitted text is unaffected by this ordinance)

K. “Lease price” or “rental price” means the consideration for the lease or rental of personal property, valued in money, whether received in money or otherwise, including cash, credits, property and services, determined without any deduction for costs or expenses whatsoever, but not including charges that are added to the price by a lessor on account of the tax imposed by this chapter or on account of any other tax imposed on the lessee for the lease or rental of personal property. The term “lease price” or “rental price” shall exclude separately stated optional charges not for the use of personal property. ~~If any separately stated charge is not optional, it shall be presumed unless proved otherwise that it is part of the charge for the use of the personal property.~~

(Omitted text is unaffected by this ordinance)

~~O. —“Passenger automobile” means a “larger passenger automobile” or “smaller passenger automobile” as those terms are used in the City's “wheel tax” ordinance, chapter 3-56 of this Code.~~

(Omitted text is unaffected by this ordinance)

3-32-030 Tax imposed.

(Omitted text is unaffected by this ordinance)

B. The rate of the tax shall be nine ~~eight~~ percent of the lease or rental price. The tax shall be paid by the lessee at the time of each lease or rental payment, and each tax payment shall be determined by applying the tax rate to the lease or rental payment.

(Omitted text is unaffected by this ordinance)

3-32-050 Exempt leases, rentals or uses.

A. Notwithstanding any other provision of this chapter, the following leases, rentals or uses shall be exempt from the tax imposed by this chapter:

(Omitted text is unaffected by this ordinance)

~~(13) The lease, rental or use of a passenger automobile by a natural individual, where the individual is a member of a car-sharing organization, where the lease or rental is from the car-sharing organization and where the automobile is picked up from a location in the City other than an airport, to the extent of all initiation fees, membership dues and lease or rental charges paid by the member to the car-sharing organization for a lease or rental that takes place on an hourly basis, but not including any lease or rental charges that are paid for leases or rentals that take place on a daily or weekly basis.~~

(Omitted text is unaffected by this ordinance)

SECTION 4. Chapter 4-156 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-156-010 Definitions.

For purposes of this chapter:

(Omitted text is unaffected by this ordinance)

"Charges paid" means the gross amount of consideration paid for the privilege to enter, to witness, to view or to participate in an amusement, valued in money, whether received in money or otherwise, including cash, credits, property and services, determined without any deduction for costs or expenses whatsoever, but not including charges that are added on account of the tax imposed by this chapter or on account of any other tax imposed on the charge.

(Omitted text is unaffected by this ordinance)

"License" means a ticket or other license granting the privilege to enter, to witness, to view or to participate in an amusement, or the opportunity to obtain the privilege to enter, to witness, to view or to participate in an amusement, and includes but is not limited to a permanent seat license.

(Omitted text is unaffected by this ordinance)

"Operator" means any person who sells or resells a ticket or other license to an amusement for consideration or who, directly or indirectly, receives or collects the charges paid for the sale or resale of a ticket or other license to an amusement. The term includes, but is not limited to, persons engaged in the business of selling or reselling tickets or other licenses to amusements, whether on-line, in person or otherwise. The term also includes persons engaged in

the business of facilitating the sale or resale of tickets or other licenses to amusements, whether on-line, in person or otherwise.

(Omitted text is unaffected by this ordinance)

“Resale” means the resale of a ticket or other license to an amusement after the ticket or other license has been sold by the owner, manager or operator of the amusement, or by the owner, manager or operator of the place where the amusement is being held, to an independent and unrelated third party.

“Reseller” means a person who resells a ticket or other license to an amusement for consideration. The term includes but is not limited to ticket brokers, and applies whether the ticket is resold by bidding, consignment or otherwise, and whether the ticket is resold in person, at a site on the Internet or otherwise.

~~“Reseller’s agent” means a person who, for consideration, resells a ticket on behalf of the ticket’s owner or assists the owner in reselling the ticket. The term includes but is not limited to an auctioneer, a broker or a seller of tickets for amusements, as those terms are used in 65 ILCS 5/11-42-1, and applies whether the ticket is resold by bidding, consignment or otherwise, and whether the ticket is resold in person, at a site on the Internet or otherwise.~~

(Omitted text is unaffected by this ordinance)

4-156-020 Tax imposed.

(Omitted text is unaffected by this ordinance)

F. The tax imposed in subsection A of this section shall apply to and be imposed upon ~~100~~60 percent of the admission fees or other charges (including, but not limited to, the gross lease or rental amount) paid for the privilege of using special seating areas to witness or to view an amusement; provided, however, that the amusement tax that would otherwise be due upon such charges shall be reduced by any other city taxes imposed on such charges, if such taxes are separately stated and paid by the patron, either directly or as an authorized reimbursement.

(Omitted text is unaffected by this ordinance)

H. For the purpose of determining the amount of the amusement tax due under Section 4-156-020, admission fees or other charges shall be computed exclusive of this tax, any federal, state or county taxes imposed upon the amusement patron and any separately stated optional charges for nonamusement services or for the sale or use ~~sales~~ of tangible personal property.

(Omitted text is unaffected by this ordinance)

J. ~~Notwithstanding subsection A of this section, if an owner, manager or operator of an amusement or of a place where an amusement is being held, or if a reseller of tickets to an amusement, is a party to a franchise agreement or any other agreement with the city pursuant to which the owner, manager, operator or reseller compensates the city for the right to use the public way or to do business in the city, the patron's liability under the tax imposed by subsection A shall be reduced by the amount paid to the city pursuant to the agreement in connection with the same charges that create the patron's liability for the tax imposed by subsection A; provided, however, that the reduction shall not exceed three percent of the charges that create the patron's liability for the tax imposed by subsection A.~~

4-156-030 Collection, payment and accounting.

A. It shall be the joint and several duty of every owner, manager or operator of an amusement or of a place where an amusement is being held, and of every reseller of tickets to an amusement, ~~and of every reseller's agent~~, to secure from each patron or buyer the tax imposed by Section 4-156-020 of this article and to remit the tax to the department of finance not later than the 15th last day of each calendar month for all admission fees or other charges received during the immediately preceding calendar month; provided, however, that a reseller of tickets, ~~and a reseller's agent~~, shall be required to collect and remit tax to the department of finance only on that portion of the ticket price that exceeds the amount that the reseller paid for the tickets. For purposes of this provision, it shall be presumed that the amount that the reseller paid for the tickets is the face amount of the tickets, unless the taxpayer or tax collector proves otherwise with books, records or other documentary evidence. A verified statement of admission fees or charges in a form prescribed by the comptroller shall accompany each remittance. Acceptance by the city of any amount tendered in payment of the tax shall be without prejudice to any claim, demand or right on account of any deficiency.

(Omitted text is unaffected by this ordinance)

C. Every owner, manager, operator, or reseller ~~of tickets, or reseller's agent~~, who is required to collect the tax imposed by Section 4-156-020 of this article shall be considered a tax collector for the city. All amusement tax collected shall be held by such tax collector as trustee for and on behalf of the city. The failure of the tax collector to collect the tax shall not excuse or release the patron from the obligation to pay the tax.

(Omitted text is unaffected by this ordinance)

E. [Reserved]

F. ~~Notwithstanding subsection A of this Section 4-156-030, a reseller's agent shall not be required to collect the tax imposed by Section 4-156-020 and remit the tax to the department of finance, if the reseller provides to the reseller's agent (1) a written verification that the reseller is registered with the department of finance and (2) the tax registration number issued to the reseller by the department of finance. In any other case involving a reseller's agent, the reseller's agent shall be primarily responsible for collecting and remitting the tax, and the reseller shall be responsible for collecting and remitting only if the reseller's agent fails to do so.~~

(Omitted text is unaffected by this ordinance)

~~4-156-033 Additional tax imposed on sellers of tickets.~~

~~A. In addition to the tax imposed by Section 4-156-020 of this article, a tax is imposed upon persons that sell tickets in the city for theatricals, shows, exhibitions, athletic events and other amusements within the city at a place other than the theater or location where the amusement is given or exhibited. The rate of this tax shall be nine percent of any service fees or similar charges received by the seller in connection with the sale of such tickets in the city, as distinguished from the admission fees or other charges paid for the privilege to enter, to witness, to view or to participate in such amusements. This tax shall not apply if the theatrical, show, exhibition, athletic event or other amusement is exempt or otherwise not subject to the tax imposed by Section 4-156-020.~~

~~B. To prevent multiple taxation, upon proof that a taxpayer has paid a similar tax in another state or municipality with respect to the service fee or similar charge received by a seller in connection with the sale of tickets in the city, the taxpayer shall be allowed a credit against the tax authorized by subsection A. of this section to the extent of the amount of such tax properly due and paid in such other state or municipality.~~

~~C. Sellers of tickets shall pay the tax imposed by this Section 4-156-033 to the department of finance not later than the last day of the calendar month following the month they receive the service fees or similar charges. A return prescribed by the comptroller shall accompany each tax payment. Such sellers of tickets shall keep accurate books and records of their business, including original source documents and books of entry, which shall be made available for inspection by the department of finance at all times during business hours of the day.~~

~~D. Notwithstanding any other provision of this chapter, for all periods beginning on or after January 1, 2000, (1) all tax returns shall be filed with the department of finance on an annual basis on or before August 15 of each year in accordance with Sections 3-4-186 and 3-4-189 of this Code, (2) all tax payments shall be made in accordance with either Section 3-4-187 (payment of actual tax liabilities) or Section 3-4-188 (payment of estimated taxes) and (3) the provisions of Sections 3-4-186, 3-4-187, 3-4-188 and 3-4-189 shall control over any contrary provisions in this chapter regarding the subjects covered by those sections.~~

(Omitted text is unaffected by this ordinance)

SECTION 5. Chapter 4-236 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-236-010 Definitions.

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

(Omitted text is unaffected by this ordinance)

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

(Omitted text is unaffected by this ordinance)

“Parking lot” or “garage” means any building, structure, premises, enclosure or other place, whether enclosed or not, except a public way, within the City of Chicago, where four or more motor vehicles are stored, housed or parked for hire, charge, fee or other valuable consideration in a condition ready for use, or where rent or compensation is paid to the owner, manager, operator or lessee of the premises for the housing, storing, sheltering, keeping or maintaining of such motor vehicles; ~~provided, however, that said terms shall not include residential parking provided for single family homes or multiple family dwelling units, wherein an arrangement for such parking is provided on a rental basis to meet the terms of the Chicago Zoning Ordinance for off-street parking, the consideration therefor being set forth in the house or apartment lease or in a separate writing between the landlord and tenant, or if in a condominium between the condominium association and the owner, occupant or guest of a unit whether the parking charge is payable to the landlord, condominium association, or to the operator of the parking lot or garage.~~

(Omitted text is unaffected by this ordinance)

4-236-020 Tax imposed.

(Omitted text is unaffected by this ordinance)

(c) The tax imposed by this chapter shall not apply to residential off-street parking of house or apartment tenants or condominiums ~~required by the City of Chicago Zoning Ordinance,~~ wherein an arrangement for such parking is provided in the house or apartment lease or in a separate writing between the landlord and tenant, or if in a condominium between the condominium association and the owner, occupant or guest of a unit, whether the parking charge is payable to the landlord, condominium association, or to the operator of the parking lot or garage.

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

(ii) The tax imposed by this chapter for the privilege of parking for a 24-hour period or less shall be 20% ~~18%~~ of the charge or fee paid for parking on a Saturday or Sunday; and 22% ~~20%~~ of the charge or fee paid for parking on a Monday, Tuesday, Wednesday, Thursday or Friday.

(iii) The tax imposed by this chapter for the privilege of parking on a weekly basis shall be 22% ~~20%~~ of the charge or fee paid for parking.

(iv) The tax imposed by this chapter for the privilege of parking on a monthly basis shall be 22% ~~20%~~ of the charge or fee paid for parking.

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

(Omitted text is unaffected by this ordinance)

~~(h) — The comptroller shall promulgate a rule effective February 1, 1995 stating that valet parking operators are required to collect the tax imposed by this chapter, and to remit the tax to the department of finance, when a person pays consideration to them for the privilege of occupying a space on or upon any parking lot or garage; provided, however, that a valet parking operator is not required to collect or remit tax if the valet parking operator or the recipient pays the tax to the person conducting the operation of the parking lot or garage.~~

4-236-025 Additional tax imposed on valet parking businesses.

A. In addition to the tax imposed by Section 4-236-020 of this chapter, a tax is imposed upon persons engaged in the business of valet parking in the City. The rate of this tax shall be 20% of the gross amount of consideration received by the valet parking business in connection with its valet parking operations in the city, including all related service fees or similar charges.

B. A valet parking business that has paid or remitted the tax imposed by Section 4-236-020 in connection with the same transactions that are subject to subsection A of this section shall be entitled to a credit against the amount of tax owed under subsection A of this section. The valet parking business shall have the burden of proving its entitlement to this credit with books, records and other documentary evidence.

C. Valet parking businesses shall file returns and pay the tax as follows: (1) all tax returns shall be filed with the department on an annual basis on or before August 15 of each year in accordance with Sections 3-4-186 and 3-4-189 of this Code, (2) all tax payments shall be made in accordance with either Section 3-4-187 (payment of actual tax liabilities) or Section 3-4-188 (payment of estimated taxes) and (3) the provisions of Sections 3-4-186, 3-4-187, 3-4-188

and 3-4-189 shall control over any contrary provisions in this chapter regarding the subjects covered by those sections.

(Omitted text is unaffected by this ordinance)

SECTION 6. Those portions of Sections 1, 2, 4 and 5 of this ordinance that add subsection 3-24-020(A)(3.5) and that amend subsection 3-27-030(D), section 4-156-010, subsection 4-156-020 (H) and the definitions of "parking lot" and "garage" in section 4-236-010 of the Municipal Code are intended to clarify, rather than change, existing law.

SECTION 7. The provisions of this ordinance are declared to be separate and severable. The invalidity of any provision of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 8. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. Those provisions identified in Section 6 of this ordinance, and that portion of Section 4 of this ordinance that amends subsection 4-156-020(F) of the Municipal Code, shall take effect immediately upon due passage and approval. The remainder of this ordinance shall take effect on January 1, 2015.



City of Chicago



O2014-9200

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 1, 2, 3, 4, 7, 9, 10, 11, 13 and 17 concerning various department functions and duties (2015 Management Ordinance)
Committee(s) Assignment:	Committee on Budget and Government Operations

Budg



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 the Fiscal Year 2015
Management Ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE
LIBRARY OF THE
CONGRESS

MANAGEMENT **ORDINANCE**

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 (a) of the Illinois Constitution; and

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

WHEREAS, The management, structure, powers and functions of its departments and agencies is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1-VARIOUS MUNICIPAL CODE TITLE 1 AMENDMENTS. Title I of the Municipal Code of Chicago is hereby amended by repealing sections 1-12-020, 1-12-030 and 1-16-080, by adding the language underscored, and by deleting the language struck through, as follows:

1-4-040 Administrative copies – City clerk powers and duties.

The city clerk shall keep ~~two copies~~ at least one current printed copy of this Code ~~and shall maintain at least one location at City Hall where the public may access the Code. These copies shall be printed, pasted or otherwise mounted on paper sufficiently thick and tough to withstand heavy usage, and preserved by the city clerk in a book or binder in looseleaf form, or in such other form as the city clerk may consider most expedient, so that all amendments to the Code and all general ordinances hereafter passed may be inserted in their appropriate places in such volumes, and all sections of this Code or ordinances repealed from time to time may be extracted therefrom for the purpose of maintaining the two copies in such condition that they will show all general ordinances passed up to date at any time to serve as a current and ready reference.~~

(Omitted text is unaffected by this ordinance)

1-4-060 Publication of Code – Conditions.

~~No officer or employee except aldermen of the city shall issue or distribute~~ All printed material issued or distributed as a publication of the city ~~or any of its agencies, departments or officers any printed matter purporting to be~~ that includes an excerpt or quotation from this Code shall be published subject to the understanding that the Municipal Code of Chicago is subject to change without notice ~~without first having submitted the printed matter to the corporation counsel for examination and approval as to form and accuracy.~~

1-4-150 Zoning ordinance adopted.

The comprehensive zoning amendment passed by the city council on ~~May 29, 1957~~ March 31, 2004, as amended (Chicago Zoning Ordinance) is hereby incorporated into this Code and designated Title 17.

1-12-010 Official city time designated.

Central standard time or central daylight time, as applicable, shall be the official time within the City of Chicago for the transaction of all city business; ~~except that from 2:00 a.m. on the last Sunday in April to 2:00 a.m. on the last Sunday in October in each year the official time for the City of Chicago shall be one hour in advance of central standard time.~~

When reference is made to any time without qualification in any ordinance, resolution or order heretofore passed or which may be passed hereafter by the city council, or in any official notice, advertisement or document of the city, or in any contract to which the city is party, it such reference shall be understood to refer to the official time of the city as herein prescribed. ~~When the words "daylight saving time" are used, the reference shall be to the advanced time herein prescribed as the official time from the last Sunday in April until the last Sunday in October.~~

In all ordinances, resolutions or orders of the city council, and in all official notices, advertisements or documents of the city, and in all contracts to which the city is a party relating to the time of performance of any act by any officer or department of the city or relating to the time within which any rights shall accrue or determine or relating to the time within which any act shall or shall not be performed by any person, it shall be understood and intended that the time shall be the official time of the city as herein prescribed.

~~1-12-020 City clocks to show official time.~~

~~All clocks or other timepieces in or upon public buildings or other premises maintained at the expense of the city shall be set and run according to the official time as provided in Section 1-12-010. It is hereby made the duty of the officer or other person having control and charge of such building or buildings and premises to see that said clocks or other timepieces are set and run in accordance with official time.~~

~~1-12-030 Violation—Penalty.~~

~~Any person violating any of the provisions of this chapter, where no other penalty is specifically provided, shall be fined not more than \$200.00 for each offense.~~

1-16-010 Definitions.

For the purposes of this ordinance, the following definitions shall apply:

(a) "Person" ~~means a natural person, as well as a corporation, institution or other entity~~ has the meaning ascribed to the term in Section 1-4-090(e), but shall not include the federal government or any agency thereof.

(Omitted text is unaffected by this ordinance)

~~1-16-080 Severability.~~

~~If any section, subsection, paragraph, sentence or word of this ordinance shall be held to be invalid, either on its face or as applied, the invalidity of such provision shall not affect the other sections, subsections, paragraphs, sentences or words of this ordinance, and the~~

applications thereof; and to that end the sections, subsections, paragraphs, sentences or words of this ordinance shall be deemed to be severable.

SECTION 2-AMBULANCE FEES. Sections 2-25-050 and 4-68-130 of the Municipal Code of Chicago are hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

2-25-050 Powers and duties of the department.

(Omitted text is unaffected by this ordinance)

(b) Powers and duties of the commissioner and the department. The powers and duties of the commissioner and department shall be as follows:

(Omitted text is unaffected by this ordinance)

(6) To exercise all rights, powers, duties, obligations and responsibilities that relate to:

(i) the issuance or rescission of licenses and public way use permits;
and

(ii) the enforcement of license, permit and business taxation requirements formerly administered by the department of business affairs and ~~consumer protection~~ licensing. Provided, however, that nothing in this item (6) shall be construed to limit the powers of the department of finance provided for in chapter 2-32;

(Omitted text is unaffected by this ordinance)

(20) To administer and enforce all ordinances relating to public passenger vehicles and ambulances; provided that the comptroller shall administer section 4-68-130;

(Omitted text is unaffected by this ordinance)

4-68-130 Fees for ambulance services.

The City of Chicago may levy reasonable fees, as determined by the comptroller, for ambulance services rendered by public ambulances.

SECTION 3-RIVERWALK AUTHORITY. Sections 2-51-050, 2-102-030 and 10-36-145 of the Municipal Code of Chicago are hereby amended by adding the language underscored and by deleting the language struck through, as follows:

2-51-050 Commissioner of fleet and facility management – Powers and duties.

The commissioner of fleet and facility management shall have the following duties and responsibilities:

a. To operate, manage and maintain: (1) all public buildings and public grounds owned or occupied by the city, subject to lease provisions, except (i) airport properties; or (ii) the public way and public transit rights of way; or (iii) properties managed by the department of planning and development; or (iv) property within any redevelopment or project area designated by the community development commission pursuant to the provisions of Chapter 2-124 of this Code; or (v) the sale of surplus land pursuant to Chapters 2-158 and 2-159 of this Code, and except as may otherwise be provided by this Code; and (2) the Chicago Riverwalk as defined in Section 2-32-1300(a);

(Omitted text is unaffected by this ordinance)

l. Subject to the approval of the corporation counsel as to form and legality, to negotiate and execute on behalf of the city, any lease, right-of-entry agreement, or other document evidencing an agreement for the use and occupancy of real property which is for a term not to exceed 30 days. Such initial agreement may be extended, renewed or continued for an additional 60-day period. Provided, however, that no extension, renewal or continuation of such initial agreement shall extend beyond a totality of 90 days unless the agreement is referred to the Chicago City Council for review and full disclosure as to all parties, particulars, events and justifications meriting such extension, renewal or continuation. If the Chicago City Council approves an extension, renewal or continuation of such agreement beyond a totality of 90 days, such extension shall be deemed to be a temporary extension of the agreement. Such temporary extension shall not exceed 90 days in duration. Provided further, that through December 31, 2015, unless otherwise provided by ordinance, the commissioner of fleet and facility management shall have the authority, subject to the approval of the corporation counsel as to form and legality, and after publicly soliciting requests for proposals or qualifications, to negotiate and execute concession agreements on behalf of the city, for a term not to exceed 180 days, for food, beverages, goods and services within the Chicago Riverwalk as defined in Section 2-32-1300(a);

(Omitted text is unaffected by this ordinance)

2-102-030 Commissioner – Powers and duties

The commissioner of transportation shall have the following powers and duties:

(Omitted text is unaffected by this ordinance)

~~(t)~~(u) To administer Chapters 9-101 and 9-102.

~~(t)~~(v) In addition to exercising authority over the public way as specified in Title 9 of the Code, to administer the “Make Way for People – People Spots and People Streets” program and other programs to develop outdoor public enjoyment areas. The commissioner is authorized to negotiate and execute agreements to accomplish these programs' purposes, and to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto. The commissioner is further authorized to regulate, by permit or other appropriate means, any entity's occupancy, maintenance or other use of or function bearing on

the affected portion of the public way, or any structure placed thereon, pursuant to an agreement authorized by this paragraph.

(w) The powers and duties conferred in this section shall not apply to the operation, management and maintenance of the Chicago Riverwalk, as defined in Section 2-32-1300(a), which shall be under the jurisdiction of the commissioner of fleet and facility management.

10-36-145 Chicago Riverwalk – Hours of operation.

(Omitted text is unaffected by this ordinance)

(c) As used in this section:

“Authorized concession stand” means any concession stand authorized to operate on the Chicago Riverwalk ~~pursuant to the Chicago Park District's Riverwalk concessions program.~~

“Chicago Riverwalk” has the meaning ascribed to the term in section 2-32-1300(a).

“Commissioner” means the commissioner of ~~transportation~~ fleet and facility management.

SECTION 4-LIBRARY-EDUCATIONAL MATERIALS. Section 2-64-025 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-64-025 Educational materials – Purchasing authority.

Subject to the availability of funds duly appropriated therefor, the library commissioner is authorized to contract for and purchase, for library purposes, magazines, books, periodicals and similar articles of an educational or instructional nature, in paper, electronic, or other formats. The commissioner shall provide a quarterly report of contracts entered and purchases made pursuant to this section to the board of library trustees established pursuant to 75 ILCS 5/4-1 et seq.

SECTION 5-CPD SEIZED PROPERTY. Sections 2-57-040, 2-84-160 and 2-84-330 of the Municipal Code of Chicago are hereby amended by adding the language underscored and by deleting the language struck through, as follows:

2-57-040 Chief administrator – Powers and duties.

In addition to other powers conferred herein, the chief administrator shall have the following powers and duties:

(Omitted text is unaffected by this ordinance)

(f) To forward all other complaints filed against members of the department to the department's bureau of internal affairs ~~division;~~

(Omitted text is unaffected by this ordinance)

2-84-160 Sale of seized ~~or unclaimed~~ property.

~~The custodian shall keep a record of all property which may be seized or otherwise taken possession of by the police department. If such property shall not be claimed by the rightful owner thereof and possession surrendered to such owner within 30 days from the date of the final disposition of the court proceedings or administrative hearing proceedings in connection with which such property was seized or otherwise taken possession of, or, in case there are no court proceedings, then if such property shall not be claimed by the rightful owner thereof and possession surrendered to such owner within 30 days from the date of such seizure or taking by the police, said custodian shall proceed to dispose of said property. If such property be deemed salable, the custodian shall cause to be published in a daily newspaper of the city a notice of sale at public auction of such property describing in general terms and not by individual items and shall give notice that if such property be not claimed by the rightful owner or owners thereof within ten days from the date of such publication such property will be sold at public auction at such place as the superintendent of police may direct and in such manner as to expose to the inspection of bidders all property so offered for sale. No member of said department, directly or indirectly, shall participate in the bidding for, or purchase of such unclaimed property. Provided, that any of such unclaimed property, if deemed by the superintendent of police to be of use to any city department, may be retained for use of such department. Provided, further, that any of such unclaimed property deemed by the custodian to be unsalable shall be confiscated and destroyed or turned over to the house of correction for disposal.~~

(a) The department shall keep a record of all seized property. For purposes of this section, "seized property" means property seized by the department in connection with an arrest.

(b) The department shall make reasonable efforts to notify and advise to the owner of any seized property not being held for investigation, or potential forfeiture, of the procedure to claim such property.

(c) The department shall dispose of any seized property that is:

(1) not retained for investigatory or evidentiary purposes, or for potential forfeiture, and the owner fails to claim the seized property within 30 days from the date of its seizure; or

(2) held for investigatory or evidentiary purposes and the owner fails to claim the seized property within 30 days:

(i) from the date of the final disposition of the court or administrative hearing proceeding pertaining to such property; or

(ii) after notice from the department that the investigation for which the property was seized has been concluded, if the property is not subject to a court or administrative hearing proceeding, or potential forfeiture.

(d) Any seized property not recovered by the owner at the expiration of the holding period provided in subsection (c) shall be disposed of in the following manner:

(1) seized property deemed by the superintendent to be of use to the city shall be forfeited to the city for its use;

(2) seized property deemed by the superintendent to be unsalable and of no use to the city shall be destroyed; or

(3) seized property deemed salable by the superintendent shall be sold through online public auction.

(e) The department shall publish on its website the procedures to claim any seized property eligible for return and information directing the owners to the website of the third-party online or live auctioneers that auction the seized property.

(f) After the expiration of the holding period provided in subsection (c), the department shall transfer salable seized property to a third-party online or live auctioneer for auction to the highest bidder. Before such sale, the third-party online or live auctioneer shall provide a publicly available description and photograph of the seized property on its auctioning website. Any owner believing his property is subject to auction shall have the opportunity to recover, subject to ownership verification, the property from the third-party auctioneer before the sale of the property.

(g) No member of the department shall, directly or indirectly, participate in the bidding for, or purchase of, seized property.

2-84-330 Conduct of disciplinary investigations.

(Omitted text is unaffected by this ordinance)

B. The interrogation, depending upon the allegation, will normally take place at either the officer's unit of assignment, the independent police review authority, the bureau of internal affairs division, or other appropriate location.

(Omitted text is unaffected by this ordinance)

SECTION 6-VARIOUS MUNICIPAL CODE CHAPTER 4-156 AMENDMENTS.

Chapter 4-156 of the Municipal Code of Chicago is hereby amended by deleting section 4-156-490, by inserting the language underscored and deleting the language struck through, as follows:

4-156-440 Ventilation.

In all rooms or halls in which dancing is permitted, ventilation shall be provided as required in Chapter 18-28 ~~13-176 of this Code~~; except that existing dance halls, in which the floor area is less than 2,000 square feet, may be ventilated by means of a mechanical ventilating exhaust system described in Section 18-28-401.1 ~~13-176-030~~. The capacity of such system shall be equal to three cubic feet of air per minute for each square foot of floor area of any such dance hall and the ventilating openings in such room or space shall be not less than four percent of the floor area.

~~4-156-490 License Revocation.~~

~~The mayor may revoke any license for default in the payment or performance of any obligation to the city under the provisions of this chapter or for the violation of any provisions in this Code or the laws of the State of Illinois, applicable to the licensee or the licensed premises.~~

~~A license issued or renewed after the effective date of this section shall be subject to suspension or revocation if the licensee's business becomes or creates a nuisance. A licensed business is or creates a nuisance if within any consecutive 12 months not less than five separate incidents occur on the licensed premises, involving acts that violate any federal or state law defining a felony, or any federal or state law or municipal ordinance regulating narcotics, controlled substances or weapons. It is not a defense to a charge of violating this section that the licensee or the licensee's employees or agents were not personally involved in the commission of the illegal acts.~~

SECTION 7-CABLE PEG. Chapter 4-280 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

4-280-330 Funding.

A. The CAC shall be funded by:

1. Payments by the grantee(s), including an initial payment; a percentage of annual gross cable revenues subject to a guaranteed minimum annual payment; and contributions of funds for studios, equipment and technical assistance; in amounts to be agreed upon and specified in the franchise(s); and

2. Foundation, corporate, governmental and other philanthropic grants; and

3. Payments from the holder of a State- issued authorization to provide cable service or video service in Chicago ~~as of January 1, 2009; however, in no event may the CAC use such payments in a manner that would lessen the amount of the service provider fee owed to the city under Section 4-280-590 of this chapter.~~

B. The Cable Administrator shall direct that two-thirds of all fees paid for public, educational or governmental use by each grantee, pursuant to subparagraph A(1) of this section, and each holder of a State-issued authorization, pursuant to subparagraph A(3) of this section, be paid directly to the CAC. If direct payment to the CAC is not possible, the City shall accept and remit in full to the CAC the amount specified by this paragraph within sixty days of receipt.

4-280-600 Payment of fee to support public, education and government access.

~~To the extent that doing so would not lessen the amount of the service provider fee owed to the city under Section 4-280-590 of this chapter, the~~ The holder of a State-issued authorization to provide cable service or video service shall pay for public education and government access, as provided in this section, a fee equal to no less than either 1% of gross revenues, or if greater, the percentage of gross revenues that the incumbent cable operators pay for public education and government access support within the City's jurisdiction.

1. The percentage of gross revenues that all incumbent cable operators pay shall be equal to the annual sum of the payments that incumbent cable operators in the service area are obligated to pay by franchises and agreements or by contracts for public education and government access in effect on January 1, 2007, including the total of any lump sum payments required to be made over the term of each franchise or agreement divided by the number of years of the applicable term, divided by the annual sum of such incumbent cable operator's gross revenues during the immediately prior calendar year. The sum of payments includes any payments that an incumbent cable operator is required to pay pursuant to 220 ILCS 5/21-301(c)(3).

2. All holders of a State-issued authorization to provide cable services or video services in Chicago and all cable operators franchised by the City of Chicago shall provide to the City of Chicago and to Chicago Access Corporation, information sufficient to calculate the public, education and government access equivalent fee and any credits under paragraph (1).

3. The fee shall be due on a quarterly basis and paid 45 days after the close of the calendar quarter. Each payment shall include a statement explaining the basis for the calculation of the fee. If mailed, the fee is considered paid on the date it is postmarked. The liability of the holder for payment of the fee under this subsection shall commence on the same date as the liability for the service provider fee pursuant to 4-280-780.

4. ~~Except as provided below, all~~ All fees paid under this section shall be paid to the City and to the CAC as provided in Section 4-280-330(B) to the Commissioner of Business Affairs and Consumer Protection; ~~provided however, if the holder's State-issued authorization is in effect on January 1, 2009, then the holder shall pay the fee under this section to Chicago Access Corporation.~~

5. The Commissioner of Business Affairs and Consumer Protection shall have the power to administer and enforce this section.

SECTION 8-RECYCLING PROGRAM. Section 7-30-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

7-30-020 Recycling program requirements.

(Omitted text is unaffected by this ordinance)

(e) This section shall not apply to the operator of any store meeting the requirements set forth in Section 11-4-4020 and 11-4-4030.

SECTION 9-DOG LICENSES. Section 7-12-140 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

7-12-140 License required.

(a) It is the duty of the owner of each dog four months of age or older to obtain from the city a dog license for the privilege of owning such dog, unless such dog shall be temporarily within the possession of a veterinary hospital, pet shop, animal care facility, or humane society. The owner of each dog required to hold a license hereunder shall, when the dog is on the public way, either: (i) ensure the license is visible and securely attached to a collar, harness or similar device worn by the dog, or (ii) upon request by an authorized city official, make available the license for inspection. The license fee for each dog license shall be as set forth in Section 7-12-170.

(b) Upon determining that an owner ~~subject to the license requirement of subsection (a) of this section has failed to obtain such license~~ has violated subsection 7-12-140(a), the city clerk an authorized city official shall issue a notice of violation ~~to the owner. If, within 30 days from the date such notice is deposited in the mail, the owner has not come into compliance with subsection (a), the city clerk shall issue a second notice of violation to the owner.~~ The notice required by this subsection shall either be served by hand upon the person in possession of the animal at the time the violation is identified or sent by first class mail addressed to the owner at the most recent address shown on county rabies vaccination records.

(c) ~~The penalty for failure to obtain the license required by this section any violation of subsection 7-12-140(a) shall be no less than \$30.00 and no greater than \$200.00 for each offense. Each day that a violation continues shall be considered a separate offense to which a separate fine shall apply.~~

(d) The provisions of Article I of Chapter 2-14 of the code shall apply to this section.

SECTION 10-MOBILE FOOD VEHICLES. Section 7-38-117 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

7-38-117 Mobile food vehicle stands program.

(Omitted text is unaffected by this ordinance)

(c) The commissioner is authorized, subject to the approval of the city council, to establish stands where mobile food vehicles may be operated at all times or during certain specified periods, if, after consulting with the alderman of the ward in which a proposed stand will be located and the department of police, the commissioner determines that establishing such a stand: (1) will not create undue safety hazards in the use of the street by vehicular or pedestrian traffic; (2) will not impede the safe and efficient flow of traffic upon the street on which the mobile food vehicle stand is proposed; and (3) ~~establishing such a stand provides will provide~~ benefit and convenience to the public. After engaging in the above consultations and posting appropriate signs, the commissioner may amend the time of operation of mobile food vehicles at a mobile food stand. A minimum of 5 such stands shall be established in each community area, as such areas are designated in section 1-14-010 of this Code, that has 300 or more retail food establishments.

(Omitted text is unaffected by this ordinance)

(i) The commissioner of transportation is authorized to establish a mobile food vehicle stand within the side of the block where each of the following addresses is located:

- (1) 3627 North Southport Avenue;
- (2) 3420 North Lincoln Avenue;
- (3) 3241 North Lincoln Avenue;
- (4) 817 West Belmont Avenue;
- (5) 1005 West Wrightwood Avenue;
- (6) 1030 West Fullerton Avenue;
- (7) 2342 North Stockton Drive;
- (8) 1262 North Milwaukee Avenue;
- (9) 1218 North Milwaukee Avenue;
- (10) 2135 West Division Street;
- (11) 1155 North Oakley Boulevard;
- (12) 1615 West Chicago Avenue;
- (13) 149 North Ashland Avenue;
- (14) 831 North Wells Street;
- (15) 930 North LaSalle Drive;
- (16) 219 West Chicago Avenue;
- (17) 450 North Cityfront Plaza Drive;
- (18) 729-829 North Larrabee Street;
- (19) 30 East Lake Street;
- (20) 126 South Clark Street;
- (21) 437 South Columbus Drive;
- (22) 902 West Adams Street;
- (23) 436 West Taylor Street;
- (24) 1400 West Adams Street;
- (25) 1851 West Jackson Boulevard;

- (26) 150 West Van Buren Street;
- (27) 65 East Harrison Street;
- (28) 2500 North Cannon Drive;
- (29) 3628 North Broadway;
- (30) 1760 North Sheffield Avenue;
- (31) 200 South LaSalle Street;
- (32) 151 North Franklin Street;
- (33) 185 North Upper Columbus Drive;
- (34) 105 East Monroe Street; and
- (35) 300 South Wabash Avenue.

SECTION 11-PUBLIC CHAUFFEURS. Chapter 9-104 of the Municipal Code of Chicago is hereby amended by deleting section 9-104-050, by inserting the language underscored and by deleting the language struck through, as follows:

9-104-030 Application – Qualifications.

(Omitted text is unaffected 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.~~ Each applicant shall be responsible for providing, in a form and format prescribed by the commissioner in rules and regulations: (i) a photograph; and (ii) a report, detailing any information relevant to the applicant's qualifications and background.

(Omitted text is unaffected by this ordinance)

~~9-104-050 Applicant—Fingerprints and photograph.~~

~~The fingerprints of each applicant shall be submitted to the superintendent of police for examination unto the criminal record, if any, of the applicant or prior issuance, if any, of a public chauffeur's license to applicant. The superintendent of police shall keep and maintain these fingerprints as part of the police department's permanent record. Each applicant shall file with his application four recent photographs of himself, of a size which may be easily attached to his license. One photograph shall be attached to the license, when issued, one to the license stub record, one to the fingerprint card and the fourth shall be filed, together with the application. The photograph shall be so attached to the license that it cannot be removed and another photograph substituted without detection.~~ ~~9-104-050.~~

SECTION 12-VARIOUS TRAFFIC CODE AMENDMENTS. Sections 9-68-028, 9-100-020 and 9-101-020 of the Municipal Code of Chicago are hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-68-028 Industrial parking permits.

(Omitted text is unaffected by this ordinance)

(d) Except as otherwise provided in Section 9-68-020(g), Any any person obtaining, using or transferring to any person any industrial parking permit in violation of who violates this section or in violation of any regulations established by the parking administrator shall be fined in an amount as provided in Section 9-68-020(i) not less than \$200.00 nor more than \$500.00 for each offense, and each day such a violation continues shall be deemed a separate and distinct offense.

(e) The parking administrator shall have the authority to make and enforce such reasonable rules and regulations as may be necessary to effectively administer any of the powers granted herein or in Section 9-64-091, and to publish such rules and regulations and make them available to such member of the public as may request them.

9-100-020 Violation – Penalty.

(a) The violation of any provision of the traffic code prohibiting or restricting vehicular standing or parking, or establishing a compliance, automated speed enforcement system, or automated traffic law enforcement system violation, shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in the traffic code, shall be imposed.

(b) The fines listed below shall be imposed for a violation of the following sections of the traffic code:

<i>Traffic Code Section</i>	<i>Fine</i>
9-12-060	\$90.00
9-64-020(a)	<u>\$25.00</u>
9-64-020(b)	<u>\$75.00</u>
9-64-020(c)	<u>\$25.00</u>
9-64-030	<u>\$50.00</u>
9-64-040(b)	<u>\$60.00</u>
9-64-041	<u>\$60.00</u>
9-64-050(j)	<u>\$250.00</u>

9-64-060	<u>\$60.00</u>
9-64-070	<u>\$60.00</u>
9-64-080	<u>\$100.00</u>
9-64-090(a)—(j) <u>(d) and (e)</u>	<u>\$75.00</u>
9-64-091	<u>\$50.00</u>
9-64-100(a)	<u>\$150.00</u>
9-64-100(b) and (c)	<u>\$150.00</u>
9-64-100(d)	<u>\$75.00</u>
9-64-100(e) and (h)	<u>\$100.00</u>
9-64-100(f) and (g)	<u>\$60.00</u>
9-64-110(a)	<u>\$100.00</u>
9-64-110(c), (d) and (e)	<u>\$60.00</u>
9-64-110(b), (f) and (g)	<u>\$75.00</u>
9-64-110(h)	<u>\$100.00</u>
9-64-120	<u>\$50.00</u>
9-64-130	<u>\$150.00</u>
9-64-140	<u>\$100.00</u>
9-64-150(a)	<u>\$100.00</u>
9-64-150(b)	<u>\$75.00</u>
9-64-160	<u>\$60.00</u>
9-64-170(a)	<u>\$75.00, if the vehicle weighs less than 8,000 pounds;</u> <u>\$125.00, if the vehicle weighs 8,000 pounds or more</u>
9-64-170(b)	<u>\$75.00, if the vehicle weighs less than 8,000 pounds;</u> <u>\$125.00, if the vehicle weighs 8,000 pounds or more</u>
9-64-170(c)	<u>\$60.00</u>
9-64-180(a)—(e)	<u>\$60.00</u>
9-64-190(a)	<u>\$50.00</u>
9-64-190(b)	<u>\$65.00</u>

9-64-200(b)	<u>\$50.00</u>
9-64-210	<u>\$50.00</u>
~~9-68-040~~	~~100.00~~
~~9-76-150~~	~~25.00~~
9-80-080(a)	100.00
9-80-080(b) and (c)	25.00
9-80-095	<u>\$250.00</u>
9-80-110(a)	<u>\$75.00</u>
9-80-110(b)	<u>\$75.00</u>
9-80-120(a)	<u>\$50.00</u>
9-80-120(b)	<u>\$25.00</u>
9-80-130	<u>\$50.00</u>

(c) The fines listed below shall be imposed for violation of the following sections of the traffic code:

<i>Traffic Code Section</i>	<i>Fine</i>
9-40-080	\$75.00
9-40-170	<u>\$25.00</u>
9-40-220	<u>\$25.00</u>
9-64-125(b)	<u>\$200.00</u>
9-64-125(c)	<u>\$500.00</u>
9-64-125(d)	<u>\$30.00</u>
9-76-010	<u>\$25.00</u>
9-76-020	<u>\$25.00</u>
9-76-030	<u>\$25.00</u>
9-76-040	<u>\$25.00</u>
9-76-050	<u>\$25.00</u>
9-76-060	<u>\$25.00</u>

9-76-070	<u>\$25.00</u>
9-76-080	<u>\$25.00</u>
9-76-090	<u>\$25.00</u>
9-76-100	<u>\$25.00</u>
9-76-110(a)	<u>\$25.00</u>
9-76-120	<u>\$25.00</u>
9-76-130	<u>\$25.00</u>
9-76-140(a)	<u>\$500.00</u>
9-76-140(b)	<u>\$100.00</u>
9-76-160	<u>\$60.00</u>
~~9-76-180~~	~~\$25.00~~
9-76-190	<u>\$25.00</u>
9-76-200	<u>\$25.00</u>
9-76-210(a) and (b)	<u>\$25.00</u>
9-76-220(a) and (b)	<u>\$250.00</u>

(d) The fines listed below shall be imposed for a violation of the following sections of the traffic code:

<i>Traffic Code Section</i>	<i>Fine</i>
9-101-020	
(1)	<u>\$35.00</u> if the recorded speed is 6 or more miles over the applicable speed limit, but less than 11 miles over such speed limit;
(2)	<u>\$100.00</u> if the recorded speed is 11 or more miles per hour over the applicable speed limit.
9-102-020	\$100.00

9-101-020 Automated speed enforcement system violation – Speed limit.

(Omitted text is unaffected by this ordinance)

(d) The amount of the fine shall be as set forth in Section ~~9-010-020(d)~~ 9-100-020(d).

(Omitted text is unaffected by this ordinance)

SECTION 13-STANDS ON THE PUBLIC WAY. Sections 10-28-050 and 10-28-180 of the Municipal Code of Chicago are hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

10-28-050 Maintenance of stands.

Except as specifically permitted by this Code or when authorized by contract entered into by the chief procurement officer in cooperation with the commissioner of transportation pursuant to Section 10-28-045, ~~It~~ it shall be unlawful for any person to erect, place or maintain in, upon or over any public way or other public place in the city, any fruitstand, shoeshining stand, flower stand, vegetable stand, lunch wagon, table, box, bin or any other arrangement or structure for the display or sale of goods, wares or merchandise, or for the pursuit of any occupation whatsoever unless a permit for the same shall be obtained from the commissioner of business affairs and consumer protection or the commissioner of transportation; provided, that the commissioner of business affairs and consumer protection shall issue no such permits except for the purpose of operating a produce stand by a produce merchant, as provided in Section 10-28-060 of this chapter, and provided that the commissioner of transportation shall issue no such permits except for the purpose of exhibiting for sale daily newspapers, within such districts as are or have been designated by the city council.

10-28-180 Limitation on use.

The maintenance of newspaper stands subject to regulation under this article shall be under the direction and supervision of the commissioner of transportation. Each such newspaper stand must be maintained in a safe, neat and clean condition and shall be kept free of graffiti. Except as specifically permitted by this Code or when authorized by contract entered into by the chief procurement officer in cooperation with the commissioner of transportation pursuant to Section 10-28-045, or by contract entered into by the chief financial officer and approved by the city council pursuant to Section 10-28-046, ~~No~~ no advertising bill, poster, card, or other advertising matter of any kind whatsoever shall be exhibited, displayed or placed on, or affixed to, any such stand. A newspaper stand shall be used for no purpose other than the exhibition and sale of newspapers, periodicals and similar publications. On the outside of each newspaper stand there shall be clearly displayed at all times a sign stating the name, business telephone number and address of the permit holder. In addition, a copy of the permit shall be displayed prominently inside the newspaper stand. Any newspaper stand that is not in compliance with this requirement shall be removed by the city pursuant to this article.

SECTION 14-TIER II RULEMAKING. Section 11-4-1200 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

11-4-1200 Tier II notification – When required.

(Omitted text is unaffected by this ordinance)

(G) *Enforcement.* The commissioner of health, the fire commissioner, the executive director of emergency management and communications, the commissioner of business affairs and consumer protection and their respective designees are authorized: (1) to inspect, at reasonable hours or in case of an emergency, any facility subject to the requirements of Section 12 of the Illinois Emergency Planning and Community Right To Know Act for the purpose of determining compliance with the requirements of this section; and (2) to examine the applicable books and records of any person subject to the requirements of Section 12 of the Illinois Emergency Planning and Community Right To Know Act in order to corroborate the quantities of hazardous chemicals reported or required to be reported under Section 11-4-1200 by the owner or operator of the facility; and (3) to jointly promulgate rules and regulations necessary to implement this section.

SECTION 15-PLANNED DEVELOPMENT REVIEW FEES. Section 17-13-0610 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

17-13-0610 Effect of Planned Development Approval. After the adoption of a planned development ordinance, every application for a permit or license within the planned development boundaries must be reviewed by the Zoning Administrator for a determination that the proposed use, building or structure complies with all provisions of the planned development ordinance. A review fee of ~~\$0-25~~ .50 per square foot of buildable floor area will be assessed at the time of review. Zoning and occupancy certificates may be issued by the Zoning Administrator for uses, buildings or structures within the planned development only upon his written approval. Any permit, license or certificate issued in conflict with the planned development ordinance is null and void.

SECTION 16-OPT-OUT AGGREGATION PROGRAM. The Ordinance establishing the City of Chicago's Opt-Out Electricity Aggregation Program, which ordinance was passed by the City Council on December 12, 2012, and published at pages 42333-42336 of the Journal of Proceedings of the City Council of that date, is hereby amended by inserting the language underscored, as follows:

SECTION 5. In addition to any other applicable requirement, the following requirements shall be included in the program:

(Omitted text is unaffected by this ordinance)

(e) Program prices for each customer class, with each class determined in a manner to maximize cost savings, shall be uniform and shall not vary based upon address, income, credit status, ethnicity, race, religion or any other legally impermissible basis.

(Omitted text is unaffected by this ordinance)

SECTION 17-TRANSPORTATION NETWORK ORDINANCE. Section IV of the Transportation Network Ordinance, which was adopted by the City Council on May 28, 2014, and which was published at pages 82771-82800 of the Journal of Proceedings for that date, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

SECTION IV. Chapter 9-112 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, through and by inserting the language underscored and by adding new Section 9-112-565, as follows:

SECTION 18-CRANE OPERATORS EFFECTIVE DATE. SECTIONS 2 and 18 of an ordinance passed on December 11, 2013 and published at pages 71889-71898 of the Journal of the Proceedings for that date ("the ordinance") are hereby amended by deleting the language stricken through and by inserting the language underscored, as set forth below. The remaining amendments set forth in Section 2 and 18 of the ordinance are unaffected by this amendment.

As set forth in SECTION 2 of the ordinance:

4-288-030 Application – Qualification For Examination.

(Omitted text is unaffected by this ordinance)

(c) In addition to the requirements in subsection (b) of this section, to qualify to take the crane operator's license examination after ~~November 10, 2014~~ September 1, 2015 or the date applicable to paragraphs (a)(2) and (f) of 29 CFR 1926.1427 as set forth in 29 CFR 1926.1427(k)(1), whichever comes later, the applicant shall have a current and valid certification issued by an approved accredited certifying entity identifying the type(s) of crane that the applicant is certified to operate.

(Omitted text is unaffected by this ordinance)

As set forth in SECTION 18 of the ordinance:

SECTION 18. Following due passage and publication, Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8 and Section 9 of this ordinance shall take full force and effect on ~~November 10, 2014~~ September 1, 2015. The remainder of this ordinance shall take full force and effect upon its passage and publication.

SECTION 19-PRODUCE STANDS PILOT PROGRAM. Section 10-28-060 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

10-28-060 A produce stand on the public way pilot program.

(Omitted text is unaffected by this ordinance)

(m) This pilot program shall expire on December 31, ~~2014~~ 2015. Sixty (60) days before the expiration of the pilot program, the commissioner, the commissioner of transportation, the commissioner of planning and development, and the commissioner of health shall evaluate the effectiveness of the pilot program and may recommend the continuation of the program with or without changes as may be adopted by ordinance.

SECTION 20-WHEEL TAX LICENSE EMBLEMS. Sections 3-56-040, 3-56-050, 3-56-070 and 9-68-020 of the Municipal Code of Chicago are hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

3-56-040 Issuance.

(a) Upon payment by the applicant of the wheel tax license fee hereinafter provided, the city clerk shall issue, or cause to be issued, a wheel tax license. The ~~annual~~ period for a wheel tax license shall begin on the required purchase date and shall end on the last day of the ~~same~~ month ~~in the following year, as indicated on the face of such license.~~ Provided, however, that if a wheel tax license is issued before the required purchase date, such license shall be valid upon its issuance. Provided further, that in the case of renewal of a valid and current wheel tax license only, the following requirements shall apply:

(1) Prior to July 1, 2016, the ~~annual~~ applicable period for renewing a valid and current wheel tax license shall include a 15-day grace period, during which the applicant may purchase a wheel tax license without incurring any (1) late fees under Section 3-56-050, or (2) penalties under Section 3-56-150 for failure to obtain the wheel tax license by the required purchase date.

(2) On and after July 1, 2016, the ~~annual~~ applicable period for renewing a valid and current wheel tax license shall include a 30-day grace period, during which the applicant may purchase a wheel tax license without incurring any late fees under Section 3-56-050. Provided, however, that nothing in the paragraph (a)(2) shall be construed to authorize the waiver of penalties under Section 3-56-150 for failure to obtain the wheel tax license by the required purchase date.

(Omitted text is unaffected by this ordinance)

(b) The city clerk shall make wheel tax licenses available for an annual period. ~~During~~ Provided, however, that during the transition period preceding full implementation of the staggered system authorized under Section 3-56-015 for issuing wheel tax licenses, and thereafter, as provided for in duly promulgated rules and regulations, in the case of persons who are subject to Sections 3-56-021(a) and 3-56-050(d), the city clerk is authorized, as provided for in duly promulgated rules and regulations, to issue wheel tax licenses for more or less than an annual period. Provided further, that in the case of renewal of an existing wheel tax license issued pursuant to the staggered system authorized under Section 3-56-015, the City Clerk may offer applicants for a wheel tax license the option, as provided for in duly promulgated rules and

regulations, to purchase such license for more than an annual period of up to two years. ~~In such case~~ If a wheel tax license is issued for more or less than an annual period, the fee for such license shall be prorated in accordance with Section 3-56-050(c).

(Omitted text is unaffected by this section)

3-56-050 Fees – Late fees.

(Omitted text is unaffected by this ordinance)

(d) (1) Persons who obtain a wheel tax license within 30 days of purchasing or otherwise acquiring ownership of a vehicle or of commencing residence within the city shall be assessed a prorated fee for such license, as provided for in paragraph (2) of this subsection, if the applicant furnishes an affidavit, in a form satisfactory to the city clerk and accompanied by suitable documentary proof, establishing the date of the purchase or acquisition of the vehicle or the commencement of residency. Suitable documentary proof of the date of commencement of residency shall include a lease, mortgage or title documents, or other appropriate documents. Suitable documentary proof of the date of vehicle purchase or acquisition shall include vehicle registration or title documents issued by the Secretary of State or other appropriate documents. All applicants that do not comply with the requirements for a prorated license shall be subject to a full annual license fee.

(2) ~~Except as otherwise provided in paragraph (3) of this subsection (d), the following prorated fees shall apply to persons meeting the requirements set forth in paragraph (1) of this subsection:~~

~~Between July 1, 2013, and November 30, 2013—100 percent of the applicable fee set forth in subsection (a) plus any additional fee mandated by subsection (b);~~

~~Between December 1, 2013, and March 31, 2014—two thirds of the applicable fee set forth in subsection (a) plus any additional fee mandated by subsection (b); and~~

~~After April 1, 2014, and before July 1, 2014—one third of the applicable fee set forth in subsection (a) plus any additional fee mandated by subsection (b); and~~

~~On and after July 1, 2014—the~~ The amount of the prorated fee required under subsection (d)(1) of this section shall be based on the number of months for which the wheel tax license is issued, as set forth in the prorated fee schedule established by the city clerk pursuant to subsection (c) of this section.

(3) ~~Notwithstanding any language in this subsection (d) to the contrary, if, at any time after July 1, 2013, and before July 1, 2014, the city clerk (i) authorizes, pursuant to Section 3-56-040(b), the issuance of wheel tax licenses for more or less than an annual period; and (ii) establishes, pursuant to Section 3-56-050(c), a prorated fee schedule for such license(s), the amount of the prorated fee required to be paid under this subsection shall be as set forth in such prorated fee schedule. Such prorated fee shall be in addition to any late fee required to be paid under subsection (b) of this section.~~

3-56-070 Wheel tax license emblems.

(Omitted text is unaffected by this ordinance)

The city clerk shall change ~~annually~~ the background colors of such wheel tax license emblems as necessary or appropriate to ensure the proper administration and enforcement of this chapter.

(Omitted text is unaffected by this ordinance)

9-68-020 Residential parking permits.

(Omitted text is unaffected by this ordinance)

(d) (1) The fee for an annual residential parking permit is \$25.00 for each vehicle. ~~Except as otherwise provided in paragraph (3) of this subsection (d), if application is made for the permit on or after July 1, 2013, the following fees shall apply:~~

~~Between July 1, 2013, and November 30, 2013—100 percent of the applicable fee;
and~~

~~Between December 1, 2013, and March 31, 2014—66 percent of the applicable fee; and~~

~~Between April 1, 2014, and June 30, 2014—33 percent of the applicable fee;
And~~

~~On and after July 1, 2014—The amount of the prorated fee shall be based on the number of months for which the residential parking permit or wheel tax license/residential permit parking emblem is issued, as set forth in the prorated fee schedule established by the city clerk pursuant to paragraph (2) of this subsection~~

(2) The city clerk is authorized to establish and administer a prorated fee schedule which shall apply to any person who purchases a residential parking permit for less or more than a year. The amount of the prorated fee shall be based on the number of months for which the residential parking permit or wheel tax license/residential permit parking emblem is issued.

~~(3) Notwithstanding any language in this subsection (d) to the contrary, if, at any time after July 1, 2013, and before July 1, 2014, the city clerk establishes, pursuant to paragraph (2) of this subsection, a prorated fee schedule for the residential parking permit or wheel tax license/residential permit parking emblem, the amount of the prorated fee required to be paid under this subsection shall be as set forth in such prorated fee schedule.~~

(4)(3) The fee for one-day permits shall be \$16 for 30 permits. A replacement of an annual permit will be issued for \$10 upon receipt of the permit number portion of the removed annual permit sticker and a receipt for the current annual permit sticker. Replacement of any permits which are lost or destroyed will be made at full cost.

(Omitted text is unaffected by this ordinance)

SECTION 21-DEPARTMENT OF BUILDINGS APPLICATIONS EXPIRATION.

Sections 13-20-560 and 13-32-030 of the Municipal Code of Chicago are hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

13-20-560 Permit application.

(Omitted text is unaffected by this ordinance)

(3) If the building commissioner determines that an application or any supporting documentation required for a permit under Section 13-20-550 is incomplete or otherwise deficient, the commissioner shall notify the applicant or the applicant's agent of such fact in writing. Such notification, which shall be dated, shall (1) explain why the application or supporting documentation is deficient; (2) state that no further processing of the application shall occur until the deficiencies identified in the notification are corrected; and (3) inform the applicant that if the deficiencies are not corrected within 120 days of the date indicated on the face of the notification, the application shall be deemed, by operation of law, to have been withdrawn. Provided, however, that upon receipt of a written request from the applicant, and for good cause shown, the building commissioner may extend, to a date certain, the period to cure the deficiencies identified in the notification required under this subsection.

(Omitted text is unaffected by this ordinance)

13-32-030 Applications.

(Omitted text is unaffected by this ordinance)

Every such application for a permit shall be accompanied by a copy of every recorded easement on the lot on which the building is to be erected, and on the immediately adjoining lots, showing the use or benefit resulting from such easement. All such applications shall be accompanied by drawings, plans, and specifications in conformity with the provisions of this chapter. Where alterations or repairs in buildings are made necessary by reason of damage by fire, that fact shall be stated in the application for a permit. In such cases, before a permit shall be issued, the building commissioner shall cause a thorough inspection to be made of the damaged premises with the view of testing the structural integrity of the damaged parts. No permit shall be issued by the building commissioner for the construction, erection, addition to or alteration of any building or structure unless the applicant therefor shall furnish to the building commissioner a certificate or other written evidence of the proper federal officer or agency that the proposed construction is not prohibited by any order, rule or directive of an agency of the United States government.

If the building commissioner determines that an application or any supporting documentation required for a building permit is incomplete or otherwise deficient, the commissioner shall notify the applicant or the applicant's agent of such fact in writing. Such notification, which shall be dated, shall (1) explain why the application or supporting documentation is deficient; (2) state that no further processing of the application shall occur until the deficiencies identified in the notification are corrected; and (3) inform the applicant that if the deficiencies are not corrected within 120 days of the date indicated on the face of the notification, the application shall be deemed, by operation of law, to have been withdrawn. Provided, however, that upon receipt of a written request from the applicant, and for good cause shown, the building commissioner may extend, to a date certain, the period to cure the deficiencies identified in the notification required under this subsection.

(Omitted text is unaffected by this ordinance)

SECTION 22-SIDEWALK CAFÉ PERMITS. Chapter 10-28 of the Municipal Code of Chicago is hereby amended by adding a new section 10-28-823, by inserting the language underscored and by deleting the language struck through, as follows:

10-28-820 Review of application.

The department shall review a submitted application for compliance with this article and regulations.

(A) Except with regard to renewal applications governed by section 10-28-823, applications shall be reviewed and processed pursuant to this section. If the commissioner finds that the applicant meets the requirements of this article and the regulations promulgated hereunder, the commissioner shall provide the application to the alderman of the affected ward, together with a recommendation for introduction of an ordinance approving the application. Such approval shall not be unreasonably withheld. Pending the introduction and disposition of such an ordinance, the commissioner may issue a temporary permit authorizing the applicant to operate a sidewalk café for a term not to exceed 90 days. No less than 28 days prior to issuance of a temporary permit authorized by this subsection, the commissioner shall send a copy of the application to the Chairman of the Committee on Transportation and Public Way with a request for any information on whether the applicant meets the requirement of this article. The temporary permit shall terminate upon the pending ordinance either going into effect or failing to pass. Upon passage and publication of an ordinance approving the application, the commissioner shall issue the sidewalk café permit to the applicant.

(Omitted text is unaffected by this ordinance)

10-28-823 Renewal application review.

(A) For purposes of this section, "renewal application" means an application for the operation of a sidewalk café at the same location and by the same person approved by the city council within the previous 12 months.

(B) If the commissioner finds that a renewal application meets the requirements of this article and the regulations promulgated hereunder, the commissioner shall prepare an ordinance, which ordinance may include a group of renewal applications, for approval by the city council. Such approval shall not be unreasonably withheld. Pending the introduction and disposition of such an ordinance, if the commissioner determines that the plan submitted with the renewal application, including the size and location of the sidewalk café, is substantially the same as the previously approved plan, and the applicant has not been found liable or guilty of any violation of any applicable law or rule at the location within the 12 months prior to the submission of the renewal application, the commissioner may issue a temporary permit authorizing the applicant to operate the sidewalk café for a term not to exceed 90 days. No less than 28 days prior to issuance of a temporary permit authorized by this subsection, the commissioner shall send a copy of the application to the Chairman of the Committee on Transportation and Public Way with a request for any information on whether the applicant meets the requirement of this subsection. The temporary permit shall terminate upon the ordinance either going into effect or failing to pass. Upon passage and publication of an ordinance approving the application, the commissioner shall issue the sidewalk café permit to the applicant.

(C) If the commissioner finds that the applicant fails to meet the requirements of this article or the regulations promulgated hereunder, or if approval by ordinance is withheld, the commissioner shall deny the application. The commissioner shall notify the unsuccessful applicant in writing of the denial and the reasons therefor within ten business days after the denial.

SECTION 23-SEVERABILITY. The provisions of this ordinance are declared to be separate and severable. The invalidity of any provision of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 24-REPEALER. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 25-EFFECTIVE DATE. Section 7 of this ordinance shall take effect upon passage and approval. Section 18 of this ordinance shall take effect upon passage and approval and be deemed retroactive to November 9, 2014. Section 16 of this ordinance shall take effect upon passage and approval and be deemed retroactive to March 1, 2014. The remainder of this ordinance shall take effect, following due passage and approval, on January 1, 2015.



City of Chicago



O2014-8838

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acquisition of property at 2023 E 71st St, 2101 E. 71st St, 2100 E 72nd St, 7131 S Clyde Ave and 7153 S Jeffery Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 Hairston, an ordinance authorizing an acquisition of property for 71st / Jeffery.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



1. The first part of the document is a list of names and addresses, which are arranged in two columns. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list appears to be a directory or a list of contacts.

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 an ordinance adopted by the City Council of the City ("City Council") on October 7, 1998, and published at pages 78137 and 78139 through 78211 of the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") of such date, a certain redevelopment plan and project (the "Plan") for the 71st and Stony Island Tax Increment Financing 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"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on October 7, 1998, and published at pages 78210 and 78212 through 78227 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on October 7, 1998, and published at pages 78226 and 78228 through 78242 of the Journal of such date, 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 helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, the City Council finds that it is useful, necessary and desirable to acquire the parcels of property located in the Area identified on **Exhibit A** attached hereto and made a part hereof (the "Acquisition Parcels") in order to achieve the objectives of the Plan, which include, among other things: reducing or eliminating those conditions that qualify the Area as a conservation area; and facilitating assembly, preparation, and marketing of improved and vacant sites for large-scale commercial, retail, and limited residential redevelopment, as well as supporting off-street parking areas; and

WHEREAS, by Resolution No. 14-CDC-42, adopted by the Community Development Commission of the City of Chicago ("Commission") on October 14, 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; and

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 1998 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 \$7,000,000 in property assembly costs as a budget line item in Table 2 of the Plan (and \$40,000,000 in total redevelopment project costs), and also described property assembly

as a part of the redevelopment project for the Area, including in Sections 1 ("Executive Summary"), 4 ("Redevelopment Project & Plan") and 5 ("Financial Plan"), 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, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found 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.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) of the Acquisition Parcels for the purchase of such Acquisition Parcels. If the Corporation Counsel and the owner of an Acquisition Parcel are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcel 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 under the City's power of eminent domain. Such acquisition efforts shall commence with respect to improved property within four (4) years of the date of the publication of this ordinance, and with respect to vacant lots within ten (10) years of the date of the publication of this ordinance. Commencement shall be deemed to have occurred within such periods upon the City's delivery of an offer letter to the owner(s) of the subject Acquisition Parcel(s). The above grant of authority shall be construed to authorize acquisition of fewer than all the Acquisition Parcels and shall also be construed to authorize the acquisition of less than all of any particular Acquisition Parcel.

SECTION 4. The Commissioner of the Department of Planning and Development 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)

	PIN	ADDRESS	VACANT OR IMPROVED
1.	20-25-200-034-0000	7153 South Jeffrey Avenue	Improved
2.	20-25-200-036-0000	2023 East 71 st Street	Improved
3.	20-25-200-037-0000	2101 East 71 st Street	Improved
4.	20-25-201-033-0000	2100 East 72 nd Street	Improved
5.	20-25-201-035-0000	7131 South Clyde Avenue	Improved



City of Chicago



A2014-103

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Mike Moreno as member of Special Service Area No. 25, Little Village Commission, The
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 2014

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

Ladies and Gentlemen:

I have reappointed Mike Moreno as a member of Special Service Area No. 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



1911

1911



City of Chicago



O2014-8824

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Appropriation and tax levy for Special Service Area No. 49 (2015)
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 a scope of services, budget and management agreement for various special service areas.

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, special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time (the "Code"); and

WHEREAS, on December 8, 2010, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 49 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2010 through and including 2019, not to exceed an annual rate of two percent (2%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, the Establishment Ordinance established the Area as that territory consisting approximately of Exchange Avenue from the south side of 71st Street to 79th Street; 75th Street from the east side of Paxton Avenue to west side of South Shore Avenue; 79th Street from the east side of Paxton Avenue to the west side of South Shore Avenue; and

WHEREAS, the Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, the Establishment Ordinance provided for the appointment of the South Shore/Exchange Special Service Area Commission (the "Commission") for the purpose of recommending to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, it is the responsibility of the Commission to recommend to the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, the Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its recommendations to the City Council for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2015; and

WHEREAS, the Commission anticipates that in the future it will recommend the execution of an agreement with a Service Provider for the provision of the Special Services in and for the Area in fiscal year 2015 to the City Council; now, therefore,

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

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

**SOUTH SHORE/EXCHANGE SPECIAL SERVICE AREA COMMISSION
SPECIAL SERVICE AREA BUDGET**

For the fiscal year commencing January 1, 2015 and ending December 31, 2015.

EXPENDITURES

Service Provider Agreement for the provision of Special Services	\$427,691

TOTAL BUDGET REQUEST	\$427,691

SOURCE OF FUNDING

Tax levy at an annual rate not to exceed two percent (2%) of the equalized assessed value, of the taxable property within Special Service Area Number 49	\$427,691

Carryover funds currently available from prior tax years	\$0

Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any	\$0

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$427,691 as the amount of the Services Tax for the tax year 2014 .

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 30, 2014, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2014 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

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

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect 10 days after its passage and publication.



City of Chicago



O2014-8817

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Termination of West Pullman Tax Increment Financing (TIF) Industrial Park Conservation Area
Committee(s) Assignment:	Committee on Finance

FW



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 termination of various TIF districts.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City Council of the City of Chicago (the "City") adopted ordinances in accordance with the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 et seq. (the "Law") on March 11, 1998: (1) approving a tax increment redevelopment project and plan for the West Pullman Industrial Park Conservation Area (the "Area"); (2) designating the Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Area; and

WHEREAS, pursuant to Section 35 of the Law, when redevelopment projects costs for a redevelopment project area, including without limitation all municipal obligations financing redevelopment project costs incurred under the Law, have been paid, all surplus funds then remaining in the special tax allocation fund for a redevelopment project area designated under the Law shall be distributed by being paid by the municipal treasurer to the municipality and the county collector; first to the municipality in direct proportion to the tax incremental revenue received from the municipality, but not to exceed the total incremental revenue received from the municipality minus any annual surplus distribution of incremental revenue previously made; with any remaining funds to be paid to the county collector who shall immediately thereafter pay said funds to the taxing districts in the redevelopment project area in the same manner and proportion as the most recent distribution by the county collector to the affected districts of real property taxes from real property in the redevelopment project area; and

WHEREAS, furthermore, pursuant to Section 35 of the Law, upon the payment of all redevelopment project costs, the retirement of obligations, the distribution of any excess monies pursuant to Section 35 of the Law, and final closing of the books and records of the redevelopment project area, the municipality shall adopt an ordinance dissolving the special tax allocation fund for the redevelopment project area and terminating the designation of the redevelopment project area as a redevelopment project area under the Law; and

WHEREAS, furthermore, pursuant to Section 35 of the Law, municipalities shall notify affected taxing districts prior to November 1 if a redevelopment project area is to be terminated by December 31 of that same year; and

WHEREAS, the City has, prior to November 1, 2014, notified the affected taxing districts of the proposed termination of the Area as a redevelopment project area, in accordance with the provisions of the Law; and

WHEREAS, with respect to the Area, by December 31, 2014 all redevelopment projects for which redevelopment project costs have been paid or incurred shall be completed, all obligations relating thereto shall be paid and retired, and, subject to Section 3 of this Ordinance, all excess monies, if any, shall be distributed; and

WHEREAS, subject to Section 3 of this Ordinance, the City shall accomplish the final closing of the books and records of the Area; and

WHEREAS, in accordance with the provisions of Section 35 of the Law, the City desires to dissolve the special tax allocation fund for the Area (the "Special Fund") and terminate the designation of the Area as a redevelopment project area as of December 31, 2014; now, therefore,

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

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

Section 2. The designation of the Area legally described on Exhibit A attached hereto and otherwise depicted on Exhibit B attached hereto shall be terminated as of December 31, 2014. The list of parcels comprising the Area is attached hereto as Exhibit C.

Section 3. Notwithstanding Section 2 hereof, it is anticipated that the City will continue to receive incremental property taxes for assessment year 2013/collection year 2014. Accordingly, although the designation of the Area is repealed by Section 2 hereof, the City will continue to maintain the Special Fund for the limited purpose of receiving any remaining incremental property taxes for assessment year 2013/collection year 2014. Pursuant to the Law, upon receipt of such taxes, the City shall calculate and declare surplus revenue, and shall return surplus revenue to the Cook County Treasurer in a timely manner for redistribution to the local taxing districts that overlap the Area. Thereupon, the Special Fund shall be considered to be dissolved.

Section 4. The method of calculating and allocating property tax increment by the County of Cook pursuant to the Law for the parcels listed on Exhibit C shall be terminated from and after December 31, 2014.

Section 5. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee thereof, is authorized to execute any documents and take any steps necessary to terminate the designation of the Area pursuant to this Ordinance and the Law on behalf of the City, and the previous execution of any documents and the previous taking of any steps necessary to terminate the designation of the Area pursuant to the Law by the Commissioner, or a designee thereof, on behalf of the City are hereby ratified.

Section 6. This Ordinance shall be in full force and effect upon its passage.

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 8. All ordinances (including but not limited to the three ordinances identified in the first recital hereof), resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent of their conflict.

Exhibit A, Area Description
(see attached)

Legal Description Of The Area.

That part of the south half of Section 20 and the north half of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows.

beginning at the intersection of the northerly right-of-way line of 118th Street with the westerly right-of-way line of Loomis Street; thence easterly along said northerly right-of-way line to the westerly line of a 16 foot wide public alley abutting Block 30 of Frederick H. Bartlett's Greater Calumet Subdivision of Chicago; thence northerly along said westerly alley line to the northerly right-of-way line of 117th Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line to Carpenter Street; thence southerly along said easterly right-of-way line to the northwest corner of Lot 61 of Stanley Matthews' Subdivision; thence easterly along the northerly line of said lot to the westerly line of Lots 35 through 48, inclusive, in said subdivision; thence southerly along said westerly line to the northerly right-of-way line of 118th Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line of Morgan Street; thence southerly along said easterly right-of-way line to the northerly right-of-way line of 119th Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line of Peoria Street; thence southerly along said easterly right-of-way line to the westerly extension of the northerly line of Lot 1 in Block 1 of First Addition of West Pullman Subdivision; thence easterly along said northerly extension to the northwest corner of said Lot 1; thence southerly along the westerly line of Lots 1 through 11, inclusive, in said block to the northerly right-of-way line of 120th Street; thence southerly to the northwest

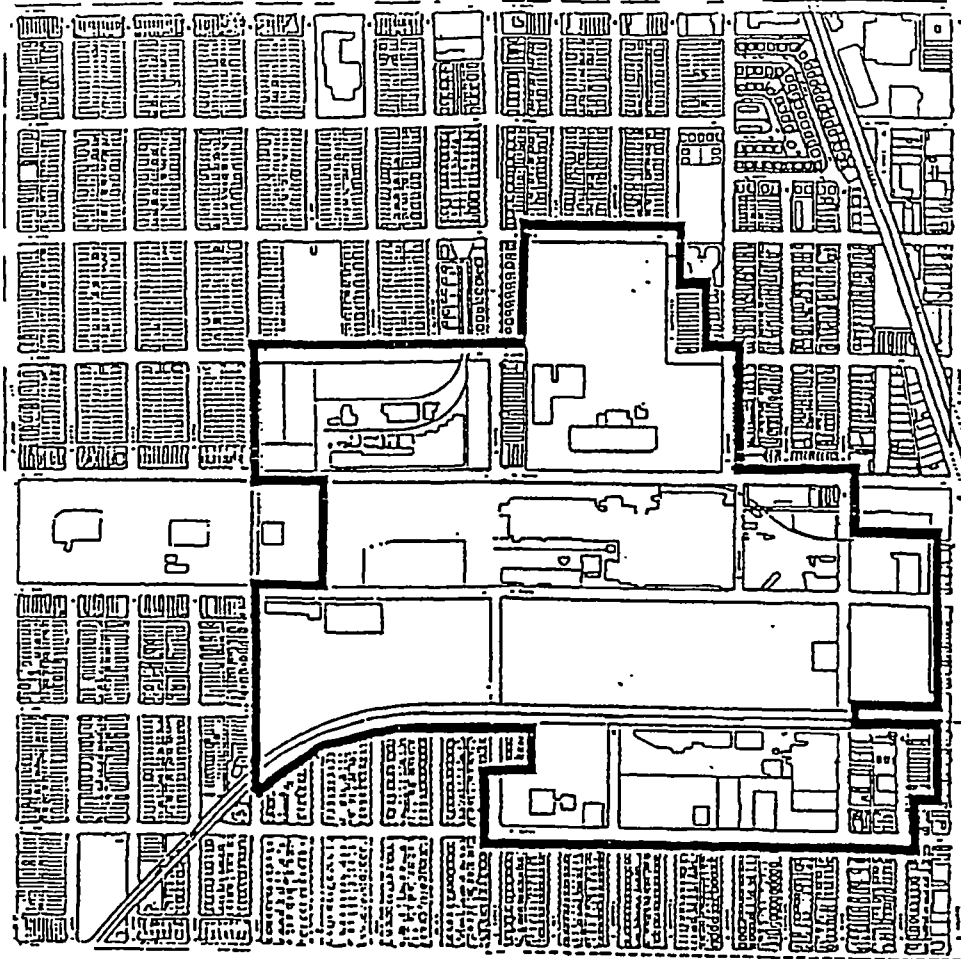
corner of Lot 1 in Block 8 of said First Addition to West Pullman Subdivision; thence southerly along the westerly line of Lots 1 through 18, inclusive, in said block to the southwest corner of said Lot 18; thence 25.00 feet southerly along a prolongation of the last course; thence 165 feet westerly; thence southerly to the northerly right-of-way line of Illinois Central Railroad; thence westerly along said northerly right-of-way line to the easterly right-of-way line of Peoria Street; thence southerly along said easterly right-of-way line to the southerly right-of-way line of said Illinois Central Railroad; thence easterly along said southerly right-of-way line to the northwest corner of Lot 1 in Block 9 of said First Addition to West Pullman Subdivision; thence southerly along the westerly line of Lots 1 through 12 to the easterly extension of the southerly line of Lot 11 in Block 1 of resubdivision of Blocks 9 to 16, inclusive, of said First Addition; thence westerly along said southerly lot line to the easterly right-of-way line of Green Street; thence southerly along said easterly right-of-way line to the southerly right-of-way line of 122nd Street; thence westerly along said southerly right-of-way line to the westerly right-of-way line of Racine Avenue; thence northerly along said westerly right-of-way line to the westerly extension of the southerly line of Lot 7 in Victory Heights Third Addition; thence easterly along said extension and said southerly line to the westerly line of a 16 foot wide vacated public alley abutting Lots 1 through 7, inclusive, in said subdivision; thence northerly along said westerly alley line to the southerly right-of-way line of said Illinois Central Railroad; thence westerly along said southerly right-of-way line and curve to the westerly right-of-way line of said Loomis Street; thence northerly along said westerly right-of-way line to the northerly right-of-way line of 120th Street; thence easterly along said northerly line to a point 400 feet east of the east line of that part of said Loomis Street vacated between 120th Street and 119th Street; thence northerly along a line, 400 feet east of said vacation, to a point 55 feet south of the southerly right of way line of said 119th Street; thence westerly along a line, 55 feet south of said right-of-way, to the centerline of said Loomis Street; thence northerly along said centerline to said southerly right-of-way line of said 119th Street; thence westerly along said southerly right-of-way line to the westerly right-of-way line of said Loomis Street; thence northerly along said westerly right-of-way line to said point of beginning.

Exhibit B, Area Map
(see attached)

WEST PULLMAN

Industrial Park Conservation Area

AREA BOUNDARIES



LEGEND

WIPCA BOUNDARY

NORTH

Exhibit C, List of Parcels within the Area

25203250390000
25203250400000
25203250410000
25203260130000
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25203280340000
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25203280780000
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25295000090000



City of Chicago



O2014-8819

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Termination of Kostner Avenue Tax Increment Financing (TIF) Redevelopment Project Area
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 termination of various TIF districts.

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 Council of the City of Chicago (the "City") adopted ordinances in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act") on November 5, 2008: (1) approving a tax increment redevelopment project and plan for the Kostner Avenue Redevelopment Project Area (the "Area"); (2) designating the Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Area; and

WHEREAS, pursuant to Section 8 of the Act, when redevelopment projects costs for a redevelopment project area, including without limitation all municipal obligations financing redevelopment project costs incurred under the Act, have been paid, all surplus funds then remaining in the special tax allocation fund for a redevelopment project area designated under the Act shall be distributed by being paid by the municipal treasurer to the State of Illinois Department of Revenue, the municipality and the county collector; first to the Department of Revenue and the municipality in direct proportion to the tax incremental revenue received from the State of Illinois and the municipality, but not to exceed the total incremental revenue received from the State or the municipality less any annual surplus distribution of incremental revenue previously made; with any remaining funds to be paid to the county collector who shall immediately thereafter pay said funds to the taxing districts in the redevelopment project area in the same manner and proportion as the most recent distribution by the county collector to the affected districts of real property taxes from real property in the redevelopment project area; and

WHEREAS, furthermore, pursuant to Section 8 of the Act, upon the payment of all redevelopment project costs, the retirement of obligations, the distribution of any excess monies pursuant to Section 8 of the Act, and final closing of the books and records of the redevelopment project area, the municipality shall adopt an ordinance dissolving the special tax allocation fund for the redevelopment project area and terminating the designation of the redevelopment project area as a redevelopment project area under the Act; and

WHEREAS, furthermore, pursuant to Section 8 of the Act, municipalities shall notify affected taxing districts prior to November 1 if a redevelopment project area is to be terminated by December 31 of that same year; and

WHEREAS, the City has, prior to November 1, 2014, notified the affected taxing districts of the proposed termination of the Area as a redevelopment project area, in accordance with the provisions of the Act; and

WHEREAS, with respect to the Area, by December 31, 2014 all redevelopment projects for which redevelopment project costs have been paid or incurred shall be completed, all obligations relating thereto shall be paid and retired, and, subject to Section 3 of this Ordinance, all excess monies, if any, shall be distributed; and

WHEREAS, subject to Section 3 of this Ordinance, the City shall accomplish the final closing of the books and records of the Area; and

WHEREAS, in accordance with the provisions of Section 8 of the Act, the City desires to dissolve the special tax allocation fund for the Area (the "Special Fund") and terminate the designation of the Area as a redevelopment project area as of December 31, 2014; now, therefore,

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

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

Section 2. The designation of the Area legally described on Exhibit A attached hereto and otherwise depicted on Exhibit B attached hereto shall be terminated as of December 31, 2014. The list of parcels comprising the Area is attached hereto as Exhibit C.

Section 3. Notwithstanding Section 2 hereof, it is anticipated that the City will continue to receive incremental property taxes for assessment year 2013/collection year 2014. Accordingly, although the designation of the Area is repealed by Section 2 hereof, the City will continue to maintain the Special Fund for the limited purpose of receiving any remaining incremental property taxes for assessment year 2013/collection year 2014. Pursuant to the Act, upon receipt of such taxes, the City shall calculate and declare surplus revenue, and shall return surplus revenue to the Cook County Treasurer in a timely manner for redistribution to the local taxing districts that overlap the Area. Thereupon, the Special Fund shall be considered to be dissolved.

Section 4. The method of calculating and allocating property tax increment by the County of Cook pursuant to the Act for the parcels listed on Exhibit C shall be terminated from and after December 31, 2014.

Section 5. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee thereof, is authorized to execute any documents and take any steps necessary to terminate the designation of the Area pursuant to this Ordinance and the Act on behalf of the City, and the previous execution of any documents and the previous taking of any steps necessary to terminate the designation of the Area pursuant to the Act by the Commissioner, or a designee thereof, on behalf of the City are hereby ratified.

Section 6. This Ordinance shall be in full force and effect upon its passage.

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 8. All ordinances (including but not limited to the three ordinances identified in the first recital hereof), resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent of their conflict.

Exhibit A, Area Description
(see attached)

Legal Description Of The Area.

That part of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

beginning at the point of intersection of the east line of the west 33 feet of the northwest quarter of the northeast quarter of said Section 27, said east line being the east right-of-way line of South Kostner Avenue and a line which is parallel and southerly 44.00 feet with the southerly right-of-way of the Chicago, Burlington and Quincy Railroad; thence south along said east right-of-way line of South Kostner Avenue to the intersection with the easterly extension of the north line of S.C. Storer's Subdivision of the south 7 acres of the northeast quarter of the southwest quarter of said Section 27, recorded September 17, 1890 as Document 1337901; thence west along said north line of S.C. Storer's Subdivision to the east line of the west 33.00 feet of the northeast quarter of the southwest quarter of said Section 27; thence north along said east line of the west 33.00 feet of said northeast quarter and along the east line of the west 33.00 feet of the southeast quarter of the northwest quarter of said Section 27 to said line parallel and southerly 44.00 feet with the southerly right-of-way of the Chicago, Burlington and Quincy Railroad; thence northeasterly along said parallel line to the intersection with a line which is 427.5 feet west of and parallel with the east line of said northwest quarter; thence south 48.90 feet along said east line which is 427.5 feet west of and parallel with the east line of said northwest quarter; thence northeasterly 92.17 feet along a line forming a deflection angle to said parallel line of 47 degrees, 20 minutes to the right, to said line which is parallel and southerly 44.00 feet with the southerly right-of-way of the Chicago, Burlington and Quincy Railroad; thence northeasterly along said parallel to the point of beginning.

Exhibit B, Area Map
(see attached)

Boundary Map Of Area.

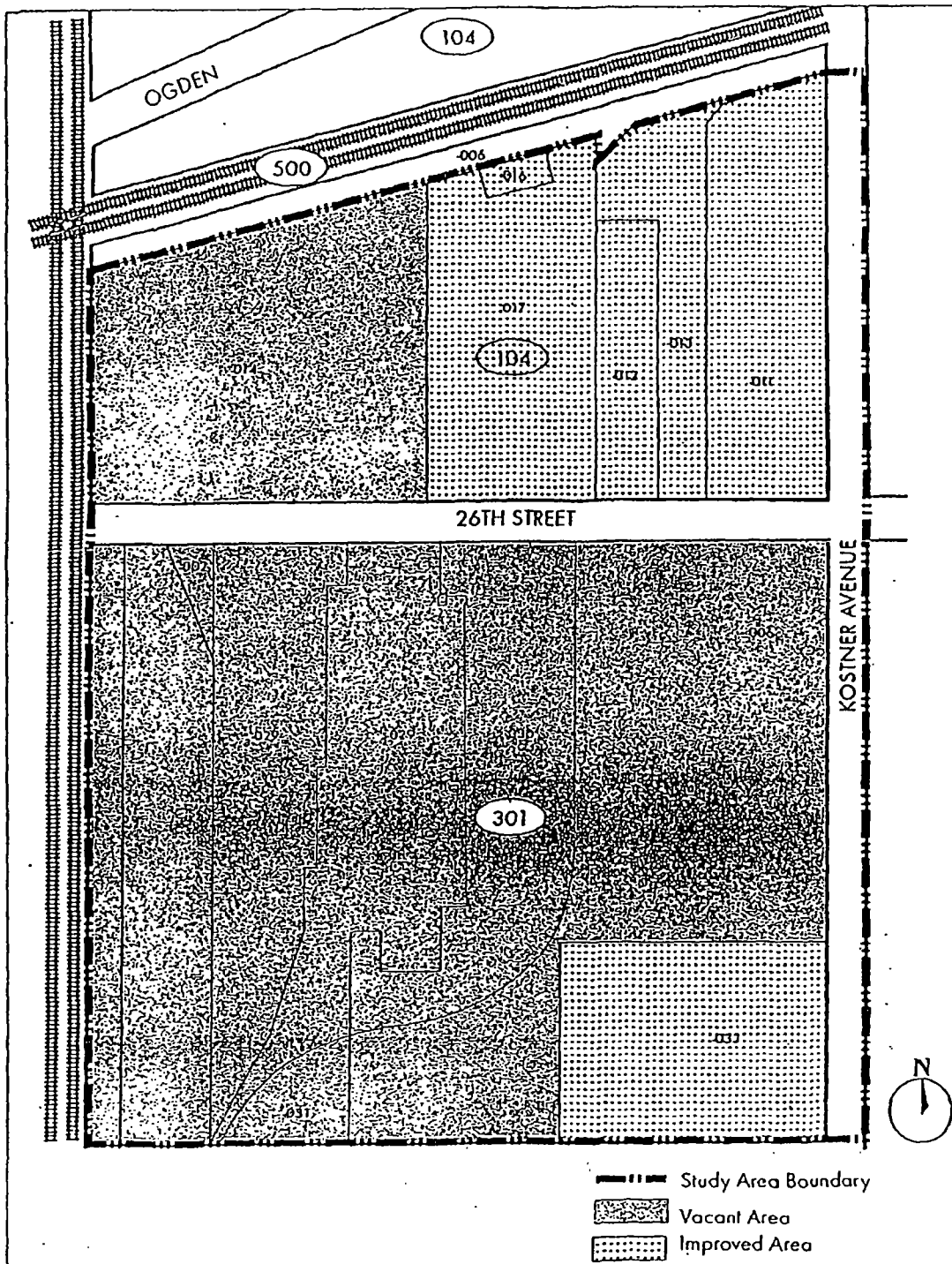


Exhibit C, List of Parcels within the Area

16271040120000

16271040160000

16273010020000

16273010250000

16273010300000



City of Chicago



O2014-8820

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Termination of 134th Street and Avenue K Tax Increment Financing (TIF) Redevelopment Project Area
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 termination of various TIF districts.

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 Council of the City of Chicago (the "City") adopted ordinances in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act") on March 12, 2008: (1) approving a tax increment redevelopment project and plan for the 134th Street and Avenue K Redevelopment Project Area (the "Area"); (2) designating the Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Area; and

WHEREAS, pursuant to Section 8 of the Act, when redevelopment projects costs for a redevelopment project area, including without limitation all municipal obligations financing redevelopment project costs incurred under the Act, have been paid, all surplus funds then remaining in the special tax allocation fund for a redevelopment project area designated under the Act shall be distributed by being paid by the municipal treasurer to the State of Illinois Department of Revenue, the municipality and the county collector; first to the Department of Revenue and the municipality in direct proportion to the tax incremental revenue received from the State of Illinois and the municipality, but not to exceed the total incremental revenue received from the State or the municipality less any annual surplus distribution of incremental revenue previously made; with any remaining funds to be paid to the county collector who shall immediately thereafter pay said funds to the taxing districts in the redevelopment project area in the same manner and proportion as the most recent distribution by the county collector to the affected districts of real property taxes from real property in the redevelopment project area; and

WHEREAS, furthermore, pursuant to Section 8 of the Act, upon the payment of all redevelopment project costs, the retirement of obligations, the distribution of any excess monies pursuant to Section 8 of the Act, and final closing of the books and records of the redevelopment project area, the municipality shall adopt an ordinance dissolving the special tax allocation fund for the redevelopment project area and terminating the designation of the redevelopment project area as a redevelopment project area under the Act; and

WHEREAS, furthermore, pursuant to Section 8 of the Act, municipalities shall notify affected taxing districts prior to November 1 if a redevelopment project area is to be terminated by December 31 of that same year; and

WHEREAS, the City has, prior to November 1, 2014, notified the affected taxing districts of the proposed termination of the Area as a redevelopment project area, in accordance with the provisions of the Act; and

WHEREAS, with respect to the Area, by December 31, 2014 all redevelopment projects for which redevelopment project costs have been paid or incurred shall be completed, all obligations relating thereto shall be paid and retired, and, subject to Section 3 of this Ordinance, all excess monies, if any, shall be distributed; and

WHEREAS, subject to Section 3 of this Ordinance, the City shall accomplish the final closing of the books and records of the Area; and

WHEREAS, in accordance with the provisions of Section 8 of the Act, the City desires to dissolve the special tax allocation fund for the Area (the "Special Fund") and terminate the designation of the Area as a redevelopment project area as of December 31, 2014; now, therefore,

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

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

Section 2. The designation of the Area legally described on Exhibit A attached hereto and otherwise depicted on Exhibit B attached hereto shall be terminated as of December 31, 2014. The list of parcels comprising the Area is attached hereto as Exhibit C.

Section 3. Notwithstanding Section 2 hereof, it is anticipated that the City will continue to receive incremental property taxes for assessment year 2013/collection year 2014. Accordingly, although the designation of the Area is repealed by Section 2 hereof, the City will continue to maintain the Special Fund for the limited purpose of receiving any remaining incremental property taxes for assessment year 2013/collection year 2014. Pursuant to the Act, upon receipt of such taxes, the City shall calculate and declare surplus revenue, and shall return surplus revenue to the Cook County Treasurer in a timely manner for redistribution to the local taxing districts that overlap the Area. Thereupon, the Special Fund shall be considered to be dissolved.

Section 4. The method of calculating and allocating property tax increment by the County of Cook pursuant to the Act for the parcels listed on Exhibit C shall be terminated from and after December 31, 2014.

Section 5. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee thereof, is authorized to execute any documents and take any steps necessary to terminate the designation of the Area pursuant to this Ordinance and the Act on behalf of the City, and the previous execution of any documents and the previous taking of any steps necessary to terminate the designation of the Area pursuant to the Act by the Commissioner, or a designee thereof, on behalf of the City are hereby ratified.

Section 6. This Ordinance shall be in full force and effect upon its passage.

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 8. All ordinances (including but not limited to the three ordinances identified in the first recital hereof), resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent of their conflict.

Exhibit A, Area Description
(see attached)

LEGAL DESCRIPTION

FOR

134th & K TIF

THAT PART OF THE EAST HALF OF SECTION 31, ALSO THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 32, ALSO THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32, AND ALSO THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32, ALL IN TOWNSHIP 37 NORTH; RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, HYDE PARK TOWNSHIP, COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF 132nd STREET AND BURLEY AVENUE; THENCE EASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 132nd STREET TO THE NORTHEAST CORNER OF GREENBAY AVENUE AND 132nd STREET; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID GREENBAY AVENUE TO A POINT DISTANT 32.39 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 18 OF THE SUBDIVISION OF BLOCK 10, ALL OF BLOCK 17 AND THE NORTH 292.1 FEET OF BLOCK 18 OF THAT CERTAIN SUBDIVISION MADE BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH 5 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP AND RANGE AFORESAID; THENCE EASTERLY TO A POINT IN THE WEST LINE OF LOT 9, BLOCK 18 OF SAID SUBDIVISION; THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 18; THENCE EASTERLY TO THE SOUTHEAST CORNER OF SAID LOT 9, BLOCK 18; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 20 IN HEGEWISCH LAND ASSOCIATION SECOND SUBDIVISION OF THE WEST 157.77 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP AND RANGE AFORESAID; THENCE EASTERLY TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 1 OF THE SUBDIVISION OF THE EAST 869.85 FEET OF THE WEST 1027.62 FEET, EXCEPT THE SOUTH 224 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP AND RANGE AFORESAID; THENCE EASTERLY TO THE NORTHEAST CORNER OF LOT 14 IN BLOCK 2; OF SAID SUBDIVISION OF THE EAST 869.85 FEET OF THE WEST 1027.62 FEET; THENCE NORTHEASTERLY TO A POINT IN THE WEST LINE OF LOT 12 IN SAID BLOCK 2, DISTANT NORTHERLY 45 FEET FROM THE SOUTHWEST CORNER OF LOT 13 IN SAID BLOCK 2; THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID LOT 12 DISTANT NORTHERLY

45 FEET FROM THE SOUTHEAST CORNER OF LOT 13 IN SAID BLOCK 2; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 14 IN BLOCK 3 OF SAID SUBDIVISION OF THE EAST 869.85 FEET OF THE WEST 1027.62 FEET; THENCE EASTERLY TO THE NORTHEAST CORNER OF LOT 13 IN SAID BLOCK 3; THENCE EASTERLY TO THE NORTHWEST CORNER OF LOT 34 OF PHILLIP'S SUBDIVISION OF THE EAST 298.54 FEET EXCEPT THE SOUTH 224 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP AND RANGE AFORESAID; THENCE EASTERLY TO THE NORTHEAST CORNER OF LOT 33 IN SAID PHILLIPS SUBDIVISION; THENCE NORTHEASTERLY TO THE NORTHWEST CORNER OF LOT 29 IN MCNAMARA'S FIRST ADDITION TO HEGEWISCH, A SUBDIVISION OF THE WEST 174 FEET (EXCEPT THE NORTH 40 FEET TAKEN FOR STREET) OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP AND RANGE AFORESAID; THENCE EASTERLY TO THE NORTHEAST CORNER OF SAID LOT 29; THENCE NORTHERLY TO THE NORTHEAST CORNER OF LOT 1, IN SAID MCNAMARA'S FIRST ADDITION; THENCE WESTERLY TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WESTERLY TO SOUTHWEST CORNER OF AVENUE K AND 134th STREET; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID AVENUE K TO THE SOUTHWEST CORNER OF 133rd STREET AND SAID AVENUE K; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID 133rd STREET TO THE SOUTHEAST CORNER OF AVENUE K AND 133rd STREET; THENCE NORTH 89 DEGREES 37 MINUTES 06 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 133rd STREET 327.29 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF STATE OF ILLINOIS DEPARTMENT OF CONSERVATION PROPERTY 1448.11 FEET; THENCE SOUTH 60 DEGREES 43 MINUTES 10 SECONDS EAST 310.00 FEET; THENCE SOUTH 58 DEGREES 46 MINUTES 03 SECONDS EAST 190.00 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 34 SECONDS EAST 465.31 FEET; THENCE SOUTH 50 DEGREES 43 MINUTES 10 SECONDS EAST 132.29 FEET; THENCE NORTH 46 DEGREES 14 MINUTES 29 SECONDS EAST 875.00 FEET TO SOUTHERLY LINE OF STATE OF ILLINOIS PROPERTY; THENCE NORTH 25 DEGREES 45 MINUTES 31 SECONDS WEST ALONG SAID SOUTHERLY LINE 35.00 FEET; THENCE NORTH 58 DEGREES 46 MINUTES 03 SECONDS WEST TO A POINT ON THE NORTH SOUTH CENTERLINE OF SAID SECTION 32; THENCE NORTHERLY TO A POINT ON THE NORTH LINE OF FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 32; THENCE EASTERLY TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD PROPERTY; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD PROPERTY TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY LINE TO A POINT ON THE NORTH LINE OF THE 50 FOOT WIDE RIGHT OF WAY OF THE PENNA RAILROAD (SOUTH CHICAGO AND SOUTHERN RAILROAD); THENCE EASTERLY 100 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTHERLY ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 50 FEET TO A POINT ON THE SOUTH LINE OF SAID PENNA RAILROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PENNA RAILROAD TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTHERLY 174 FEET ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE WESTERLY TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SAID POINT BEING ON THE CENTERLINE OF AVENUE K EXTENDED SOUTH; THENCE WESTERLY TO A POINT ON THE WEST LINE OF THE

SOUTHWEST QUARTER OF SAID SECTION 32; THENCE CONTINUING WESTERLY TO A POINT ON THE WEST RIGHT OF WAY LINE OF AVENUE O; THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID AVENUE O, A DISTANCE OF 199.94 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PENNA RAILROAD (SOUTH CHICAGO AND SOUTHERN RAILROAD); THENCE NORTHWESTERLY 307.60 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 605.11 FEET TO A POINT IN THE CENTERLINE OF SAID GREENBAY AVENUE; THENCE SOUTHERLY ALONG SAID CENTERLINE TO A POINT 33 FEET EASTERLY OF THE NORTHEAST CORNER OF LOT 19 IN BLOCK 19 OF CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION IN SECTION 31, TOWNSHIP AND RANGE AFORESAID; THENCE WESTERLY 33 FEET TO THE NORTHEAST CORNER OF SAID LOT 19 IN BLOCK 19; THENCE SOUTHERLY TO THE SOUTHEAST CORNER OF SAID LOT 19 IN BLOCK 19, SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF 136th STREET; THENCE WESTERLY ALONG THE SAID NORTH RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF LOT 23 IN SAID BLOCK 19; THENCE NORTHERLY TO THE NORTHWEST CORNER OF SAID LOT 23, BLOCK 19; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 18 IN SAID BLOCK 19; THENCE NORTHERLY ALONG THE WEST LINES OF LOTS 1 THROUGH 18 BLOCK 19, AND LOTS 1 THROUGH 24 BLOCK 16, IN SAID CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION IN SAID SECTION 31 TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 16; THENCE CONTINUING NORTH, 33 FEET TO THE CENTER LINE OF 134th STREET; THENCE WEST 7 FEET; THENCE NORTH ALONG THE CENTER LINE OF A 14 FOOT VACATED ALLEY, AND THE SOUTH EXTENSION OF SAID CENTER LINE; LYING WEST OF LOTS 1 THRU 5 IN BLOCK 11 OF SAID CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION, TO THE SOUTH LINE, EXTENDED WEST, OF LOT 18 IN BLOCK 7 OF HEGEWISCH FIRST ADD TO HEGEWISCH IN SAID SECTION 31, BEING ON THE CENTER LINE OF VACATED ALLEY; THENCE WEST 7 FEET TO THE WEST LINE OF VACATED ALLEY; THENCE NORTH ALONG SAID WEST LINE TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF 133rd STREET; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT DISTANT 71.25 FEET EASTERLY OF THE SOUTHEAST CORNER OF THE INTERSECTION OF SAID 133rd STREET AND MACKINAW AVENUE; THENCE NORTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF RAILROAD LANDS TO A POINT DISTANT SOUTHERLY 41 FEET FROM THE SOUTH LINE OF SAID 132nd STREET; THENCE WESTERLY TO A POINT IN THE WEST LINE OF LOT 47 BLOCK 2; THENCE NORTHWESTERLY TO A POINT IN THE WEST LINE OF MACKINAW AVENUE, DISTANT SOUTH 36.77 FEET FROM THE SOUTHWEST CORNER OF 132nd STREET AND SAID MACKINAW AVENUE; THENCE WESTERLY TO A POINT IN THE EAST LINE OF LOT 47 BLOCK 3 OF SAID HEGEWISCH FIRST ADDITION TO HEGEWISCH SUBDIVISION OF SAID SECTION 31; THENCE NORTHERLY TO THE SOUTHEAST CORNER OF LOT 48 IN SAID BLOCK 3; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 48 BLOCK 3 TO THE EASTERLY LINE OF BUFFALO AVENUE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID BUFFALO AVENUE TO THE SOUTHEAST CORNER OF THE INTERSECTION OF SAID BUFFALO AVENUE AND SAID 133rd STREET; THENCE WESTERLY TO THE INTERSECTION OF THE SOUTHWEST CORNER OF SAID 133rd STREET AND SAID BURLEY AVENUE; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BURLEY AVENUE TO THE POINT OF BEGINNING.

Exhibit B, Area Map
(see attached)

Exhibit C, List of Parcels within the Area

26312190010000
26312190020000
26312200010000
26312200510000
26312210250000
26312210270000
26312210280000
26312290030000
26312290040000
26314060020000
26314130040000
26314130050000
26314140190000
26314140290000
26314140300000
26314140310000
26321140120000
26321140130000
26321140140000
26321160010000
26321160020000
26321160030000
26321160040000
26321160050000
26321160060000
26321160070000
26321160080000
26321160090000
26321160100000
26321160110000
26321160120000
26321160130000
26321160140000
26321160150000
26321160160000
26322000020000
26323040080000
26323040210000
26323050100000

26323050220000
26323060130000
26323060260000
26323070130000
26323070220000
26323080010000
26323080020000
26323090020000
26323090030000
26323090040000
26323090060000
26323110120000
26324000020000
26324000080000
26324000090000
26325000030000



City of Chicago



O2014-8821

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Termination of 45th/Western Tax Increment Financing District (TIF) Industrial Park Conservation Area
Committee(s) Assignment:	Committee on Finance



FIN

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 termination of various TIF districts.

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 Council of the City of Chicago (the "City") adopted ordinances in accordance with the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 et seq. (the "Law") on March 27, 2002: (1) approving a tax increment redevelopment project and plan for the 45th/Western Industrial Park Conservation Area (the "Area"); (2) designating the Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Area; and

WHEREAS, pursuant to Section 35 of the Law, when redevelopment projects costs for a redevelopment project area, including without limitation all municipal obligations financing redevelopment project costs incurred under the Law, have been paid, all surplus funds then remaining in the special tax allocation fund for a redevelopment project area designated under the Law shall be distributed by being paid by the municipal treasurer to the municipality and the county collector; first to the municipality in direct proportion to the tax incremental revenue received from the municipality, but not to exceed the total incremental revenue received from the municipality minus any annual surplus distribution of incremental revenue previously made; with any remaining funds to be paid to the county collector who shall immediately thereafter pay said funds to the taxing districts in the redevelopment project area in the same manner and proportion as the most recent distribution by the county collector to the affected districts of real property taxes from real property in the redevelopment project area; and

WHEREAS, furthermore, pursuant to Section 35 of the Law, upon the payment of all redevelopment project costs, the retirement of obligations, the distribution of any excess monies pursuant to Section 35 of the Law, and final closing of the books and records of the redevelopment project area, the municipality shall adopt an ordinance dissolving the special tax allocation fund for the redevelopment project area and terminating the designation of the redevelopment project area as a redevelopment project area under the Law; and

WHEREAS, furthermore, pursuant to Section 35 of the Law, municipalities shall notify affected taxing districts prior to November 1 if a redevelopment project area is to be terminated by December 31 of that same year; and

WHEREAS, the City has, prior to November 1, 2014, notified the affected taxing districts of the proposed termination of the Area as a redevelopment project area, in accordance with the provisions of the Law; and

WHEREAS, with respect to the Area, by December 31, 2014 all redevelopment projects for which redevelopment project costs have been paid or incurred shall be completed, all obligations relating thereto shall be paid and retired, and, subject to Section 3 of this Ordinance, all excess monies, if any, shall be distributed; and

WHEREAS, subject to Section 3 of this Ordinance, the City shall accomplish the final closing of the books and records of the Area; and

WHEREAS, in accordance with the provisions of Section 35 of the Law, the City desires to dissolve the special tax allocation fund for the Area (the "Special Fund") and terminate the designation of the Area as a redevelopment project area as of December 31, 2014; now, therefore,

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

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

Section 2. The designation of the Area legally described on Exhibit A attached hereto and otherwise depicted on Exhibit B attached hereto shall be terminated as of December 31, 2014. The list of parcels comprising the Area is attached hereto as Exhibit C.

Section 3. Notwithstanding Section 2 hereof, it is anticipated that the City will continue to receive incremental property taxes for assessment year 2013/collection year 2014. Accordingly, although the designation of the Area is repealed by Section 2 hereof, the City will continue to maintain the Special Fund for the limited purpose of receiving any remaining incremental property taxes for assessment year 2013/collection year 2014. Pursuant to the Law, upon receipt of such taxes, the City shall calculate and declare surplus revenue, and shall return surplus revenue to the Cook County Treasurer in a timely manner for redistribution to the local taxing districts that overlap the Area. Thereupon, the Special Fund shall be considered to be dissolved.

Section 4. The method of calculating and allocating property tax increment by the County of Cook pursuant to the Law for the parcels listed on Exhibit C shall be terminated from and after December 31, 2014.

Section 5. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee thereof, is authorized to execute any documents and take any steps necessary to terminate the designation of the Area pursuant to this Ordinance and the Law on behalf of the City, and the previous execution of any documents and the previous taking of any steps necessary to terminate the designation of the Area pursuant to the Law by the Commissioner, or a designee thereof, on behalf of the City are hereby ratified.

Section 6. This Ordinance shall be in full force and effect upon its passage.

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 8. All ordinances (including but not limited to the three ordinances identified in the first recital hereof), resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent of their conflict.

Exhibit A, Area Description
(see attached)

*Legal Description Of The Industrial
Park Conservation Area.*

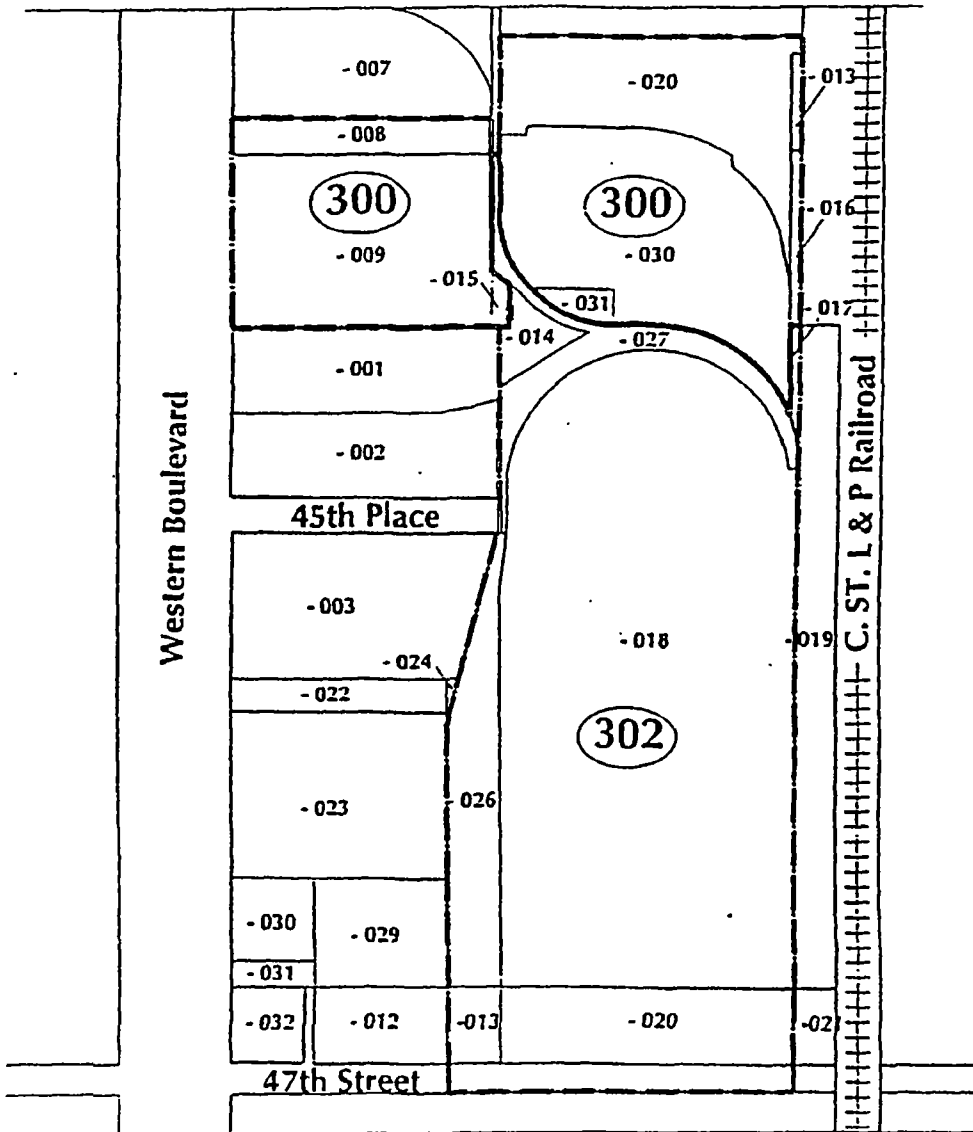
That part of the west half of the southwest quarter of Section 6 and the west half of the northwest quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

beginning at a point on the north line of West 47th Street which is 90 feet west of the east line of the west half of the southwest quarter of the southwest quarter of said Section 6; thence north along a line 90.00 feet west of and parallel with the east line of the west half of the southwest quarter of the southwest quarter of said Section 6, a distance of 587.59 feet to a point which is 81.69 feet south of the south line of the north 293.45 feet of the south three-quarters of the west half of the southwest quarter of the southwest quarter of said Section 6; thence northeasterly, a distance of 84.27 feet to a point in the south line of the north 293.45 feet of the south three-quarters of the west half of the southwest quarter of the southwest quarter of said Section 6 which is 68.75 feet west of the east line of the west half of the southwest quarter of the southwest quarter of said Section 6; thence northeasterly, a distance of 145.73 feet to a point in a line 32.00 feet west of and parallel with the east line of the west half of the southwest quarter of the southwest quarter of said Section 6 and 152.19 feet south of the north line of the south three-quarters of the west half of the southwest quarter of the southwest quarter of said Section 6; thence northeasterly and making an angle of 165 degrees, 25 minutes, 08 seconds (as measured from south to east to northeast) with the aforesaid parallel line, a distance of 66.00 feet; thence northeasterly, a distance of 56.29 feet to a point in the south line of the north 33.00 feet of the south three-quarters of the west half of the southwest quarter of the southwest quarter of said Section 6; thence east along said south line, a distance of 4.00 feet to a point on the east line of the west half of the southwest quarter of the southwest quarter of said Section 6 (said point being on a line 364.87 feet south of and parallel with the north line of the southwest quarter of the southwest quarter of said Section 6; thence north along said east line of the west half of the southwest quarter of the southwest quarter to the north line of the southwest quarter of the southwest quarter of said Section 6; thence west along said north line to a point 200 feet east of and parallel with the west line of the west half of the southwest quarter of said Section 6; thence north along said 200 feet east of and parallel to a line 969.00 feet south of and parallel with

the north line of the west half of the southwest quarter of said Section 6; thence east along said parallel line, a distance of 449.62 feet more or less to a line 15.00 feet west of and parallel with the east line of the west half of the northwest quarter of the southwest quarter of said Section 6; thence south along said 15.00 feet west of and parallel to a line, a distance of 60.00 feet; thence east along a line parallel with the north line of the west half of the southwest quarter of said Section 6, a distance of 15.00 feet to the east line of the west half of the northwest quarter of the southwest quarter of said Section 6; thence north along said east line of the west half of the northwest quarter of the southwest quarter of said Section 6 to the south line of the north 853.50 feet of the west half of the southwest quarter of said Section 6; thence east along said south line of the north 853.50 feet to a line 150.00 feet west of and parallel with the east line of the west half of the southwest quarter of said Section 6; thence south along said line to the north line of the south 5 acres of the southwest quarter of the southwest quarter of said Section 6; thence west along said north line, a distance of 8.00 feet to a point on the west line of Lot 3 (extended north) in subdivision of said south 5 acres of the southwest quarter of the southwest quarter; thence south along said west line of lot, extended north and south to the south line of 66 foot wide West 47th Street into the west half of the northwest quarter of aforesaid Section 7; thence west along said south line of West 47th Street to a line 90.00 feet west of and parallel with the east line (extended south) of the west half of the southwest quarter of the southwest quarter of said Section 6; thence north along said line (extended south) to the point of beginning, all in Cook County, Illinois.

Exhibit B, Area Map
(see attached)

45th/Western Industrial Park Conservation
Area Boundary Line Map.



Legend

- Industrial Park Conservation Area Boundary
- Block Boundary Line

0 100 200
Scale in Feet



Exhibit C, List of Parcels within the Area

20063000080000
20063000090000
20063000130000
20063000150000
20063000160000
20063000200000
20063000300000
20063000310000
20063020140000
20063020170000
20063020180000
20063020200000
20063020260000
20063020270000



City of Chicago



O2014-9060

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Revision No. 4 to Belmont/Cicero Tax Increment Financing Plan and Project
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 amendments to various TIF districts.

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, under ordinances adopted on January 12, 2000, and published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 22866 to 22995, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved "The Belmont/Cicero Avenue Tax Increment Financing Redevelopment Plan and Project" (the "Original Plan") for a portion of the City known as the "Belmont/Cicero Redevelopment Project Area" (the "Area") (such ordinance being defined herein as the "Approval Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance") and, (iii) adopted tax increment financing for the Area (the "Adoption Ordinance"); and

WHEREAS, under an ordinance adopted on May 17, 2000 and published in the Journal for such date at pages 32000 to 32102 (the "2000 Amended Approval Ordinance"), the Corporate Authorities approved an amendment to the Original Plan entitled "Revision Number 2 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project" ("Revision Number 2"); and

WHEREAS, under an ordinance adopted on May 14, 2008 and published in the Journal for such date at pages 26744 to 26854 (the "2008 Amended Approval Ordinance", together with the 2000 Amendment Approval Ordinance, the "Amended Approval Ordinances"), the Corporate Authorities approved an amendment to the Original Plan entitled "Revision Number 3 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project" ("Revision Number 3"); and

WHEREAS, the Approval Ordinance, the Designation Ordinance, the Adoption Ordinance, and the Amended Approval Ordinances are collectively referred to in this ordinance as the "TIF Ordinances"; and

WHEREAS, the Plan, as amended by Revision Number 3, is referred to in this ordinance as the "Plan" (a copy of which is attached hereto as Exhibit 2); and

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

WHEREAS, the Corporate Authorities now desire to amend the Plan further to add redevelopment project costs (including but not limited to up to 50 percent of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act), which such amendment shall not (1) add additional parcels of property to the proposed redevelopment

project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10;

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

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

SECTION 2. Approval of Revision Number 4 to Plan. The "Revision Number 4 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project," a copy of which is attached hereto as Exhibit 1 (the "Revision Number 4"), is hereby approved. Except as amended hereby, the Plan shall remain in full force and effect.

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

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

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

EXHIBIT 1
REVISION NUMBER 4
(see attached)

CITY OF CHICAGO
REVISION NUMBER 4
BELMONT/CICERO TAX INCREMENT FINANCING PLAN AND PROJECT

NOTICE is hereby given by the City of Chicago of the publication and inclusion of changes to the City of Chicago Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project (as amended by this Revision Number 4, the "Plan") for the Belmont/Cicero Redevelopment Project Area approved pursuant to an ordinance enacted by the City Council on November 5, 2014 pursuant to Section 5/11-74.4-5 of the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS Section 5/11-74.4-1 et seq. (the "Act").

1. In Section 1 entitled, "Introduction and Executive Summary", in sub-section F, entitled "Redevelopment Plan And Project Activities And Costs", the following shall be added before the seventh bullet point:

- Construction of residential development

2. In Section 1 entitled, "Introduction and Executive Summary", the last sentence in sub-section F, entitled "Redevelopment Plan And Project Activities And Costs", shall be deleted and replaced with the following:

The total estimated cost for the activities listed in Table Three is Thirteen Million Nine Hundred Twenty-five Thousand Dollars (\$13,925,000).

3. In Section 4 entitled, "Redevelopment Goals and Objectives," number 2 in sub-section A, entitled "General Goals for the Belmont/Cicero Avenue Redevelopment Area", shall be deleted and replaced with the following:

2. Within the Area, create commercial, mixed use and residential environments that will contribute positively to the health, safety and general welfare of the City.

4. In Section 4 entitled, "Redevelopment Goals and Objectives," number 7 in sub-section B, entitled "Redevelopment Objectives", shall be deleted and replaced with the following:

7. Assemble or encourage the assembly of land into parcels of appropriate shape and sufficient size for commercial, mixed use and residential redevelopment in accordance with this Plan, and contemporary development needs and standards.

5. In Section 6 entitled, "Redevelopment Plan and Project," the fourth and fifth paragraphs in sub-section B, entitled "Proposed Generalized Land Use Plan", shall be deleted and replaced with the following:

The generalized land use plan focuses on maintaining and enhancing sound and viable existing businesses, and promoting new businesses and residential developments at selected locations. The generalized land use plan highlights areas for use as commercial that will enhance existing development and promote new development within the Area. It also highlights two areas for residential development. The generalized land use plan designates four land uses within the Area:

- Commercial
- Industrial
- Mixed Use
- Residential

6. In Section 6 entitled, "Redevelopment Plan and Project," the last sentence of the third paragraph of number 2, "Public Redevelopment Investment" in sub-section C, entitled "Redevelopment Projects", shall be deleted and replaced with the following:

In no instance, however, shall such additions or adjustments result in any increase by more than 5%, after adjustment for inflation, from the date the Plan was adopted without following the procedures for amendment set forth in the Act.

7. In Section 6 entitled, "Redevelopment Plan and Project," under sub-section C, entitled "Redevelopment Projects", the table and associated footnotes entitled "Table Three: Estimated Redevelopment Project Costs," shall be deleted and replaced with the following:

Table Three
Estimated Redevelopment Project Costs

Activity	Cost
Planning, Legal, Marketing Professional Services	\$ 500,000
Property Assembly, Site Clearance, and Environmental Remediation and Site Preparation	\$ 1,550,000
Rehabilitation Costs and Leasehold Improvements	\$ 2,725,000
Public Works or Improvements (1)	\$ 2,200,000
Job Training, Retraining, Welfare to Work and Day Care	\$ 700,000
Taxing Districts Capital Costs	\$ 1,200,000
Relocation Costs	\$ 250,000
Interest Subsidy	\$ 250,000
Affordable Housing Construction	\$ 4,500,000
Day Care Services	\$ 50,000
Total (2)(3)(4)	\$ 13,925,000

(1) Public improvements may also include capital costs of taxing district. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the City or other public entities. As provided in the Act, to the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.

(2) Total Redevelopment Project Costs represent an upper limit on expenditures that are to be

funded using tax increment revenues and exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs. Within this limit, adjustments may be made in line items without amendment to this Plan, to the extent permitted by the Act.

(3) The amount of the Total Redevelopment Project Costs that can be incurred in the Belmont/Cicero Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Belmont/Cicero Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Belmont/Cicero Area but will not be reduced by the amount of redevelopment project costs incurred in the Belmont/Cicero Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Belmont/Cicero Area only by a public right-of-way.

(4) All costs are in 2014 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

EXHIBIT 2
PLAN
(see attached)

Exhibit 1.
(To Ordinance)

Revision Number 3

April, 2008.

Belmont/Cicero Tax Increment Financing Redevelopment Plan And Project.

Revision Number 2 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project (the "Plan") is amended as follows:

Title.

"Revision Number 3 April, 2008" is added directly below "Revision Number 2".

Section I.

Introduction And Executive Summary.

E. Plan Objectives And Strategies.

Following the second (2nd) paragraph, the fourth (4th) of eight (8) listed goals and objectives is amended to read as follows:

- develop new commercial or mixed-use (residential/commercial/institutional) uses on vacant and/or underutilized properties in the Area;

In the fifth (5th) and final paragraph, the existing third (3rd) and fourth (4th) sentences are deleted and replaced with the following:

However, where appropriate, mixed-use (residential/commercial/institutional) uses may be interspersed within the Area. This Plan is intended to build on the City's previous actions

to stabilize commercial land uses, attract new businesses, and provide for new mixed-use development along Belmont and Cicero Avenues.

Section 111

Statutory Basis For Tax Increment Financing.

B. The Redevelopment Plan And Project For The Belmont/Cicero Avenue Tax Increment Financing Redevelopment Project Area.

Following the sixth (6th) and final paragraph, the first (1st) of the four (4) listed anticipated benefits is deleted and replaced with the following:

- An increased property tax base arising from new commercial and mixed-use (residential/commercial/institutional) development and the rehabilitation of existing buildings.

Section IV.

Redevelopment Goals And Objectives.

A. General Goals For The Belmont/Cicero Avenue Redevelopment Area

The following is added as the sixth (6th) listed general goal, and the previous sixth (6th), seventh (7th) and eighth (8th) listed general goals are renumbered as 7., 8. and 9. respectively:

6. Attract new mixed-use (residential/commercial/institutional) development in the Area.

Section IV.

Redevelopment Goals And Objectives.

B. Redevelopment Objectives.

The following are added as the ninth (9th) and tenth (10th) listed redevelopment objectives,

and the previous ninth (9th) and tenth (10th) listed ninth (9th) and tenth (10th) redevelopment objections are renumbered 11. and 12; respectively.

9. Facilitate the rehabilitation of existing mixed-use development and new development of same.

10. Facilitate the development of new mixed-use development.

Section IV

Redevelopment Goals And Objectives.

C. Development And Design Objectives.

1. Land-Use.

The first (1st) and second (2nd) of the four (4) listed guidelines are deleted and replaced with the following:

- Promote new commercial and mixed-use development where appropriate and integrate new development with existing uses throughout the Area.
- To the extent possible, facilitate rehabilitation and development of commercial and mixed-uses.

Section VI.

Redevelopment Plan And Project.

B. Proposed Generalized Land-Use Plan.

The first (1st) sentence in the third (3rd) paragraph is deleted and replaced with the following:

The commercial corridors that comprise the Area should be revitalized through improvement of the existing streetscape and infrastructure and through redevelopment of small-scale individual properties.

The fourth (4th) and final sentence in the third (3rd) paragraph is deleted and replaced with the following:

The intent of this land-use plan is also to enhance and support the existing, viable commercial businesses in the Area through providing opportunities for financial assistance for expansion and growth, and encourage the development of mixed-use uses where appropriate.

The fourth (4th) paragraph is deleted and replaced with the following:

The generalized land-use plan designates four (4) land-use categories within the Area:

Following the fourth (4th) paragraph, the following land-use category is added as the third (3rd) listed land-use category:

-- Mixed-Use.

In the fifth (5th) paragraph, "two (2)" is deleted and replaced with "three (3)".

The sixth (6th) paragraph is deleted.

(Sub)Exhibit C.

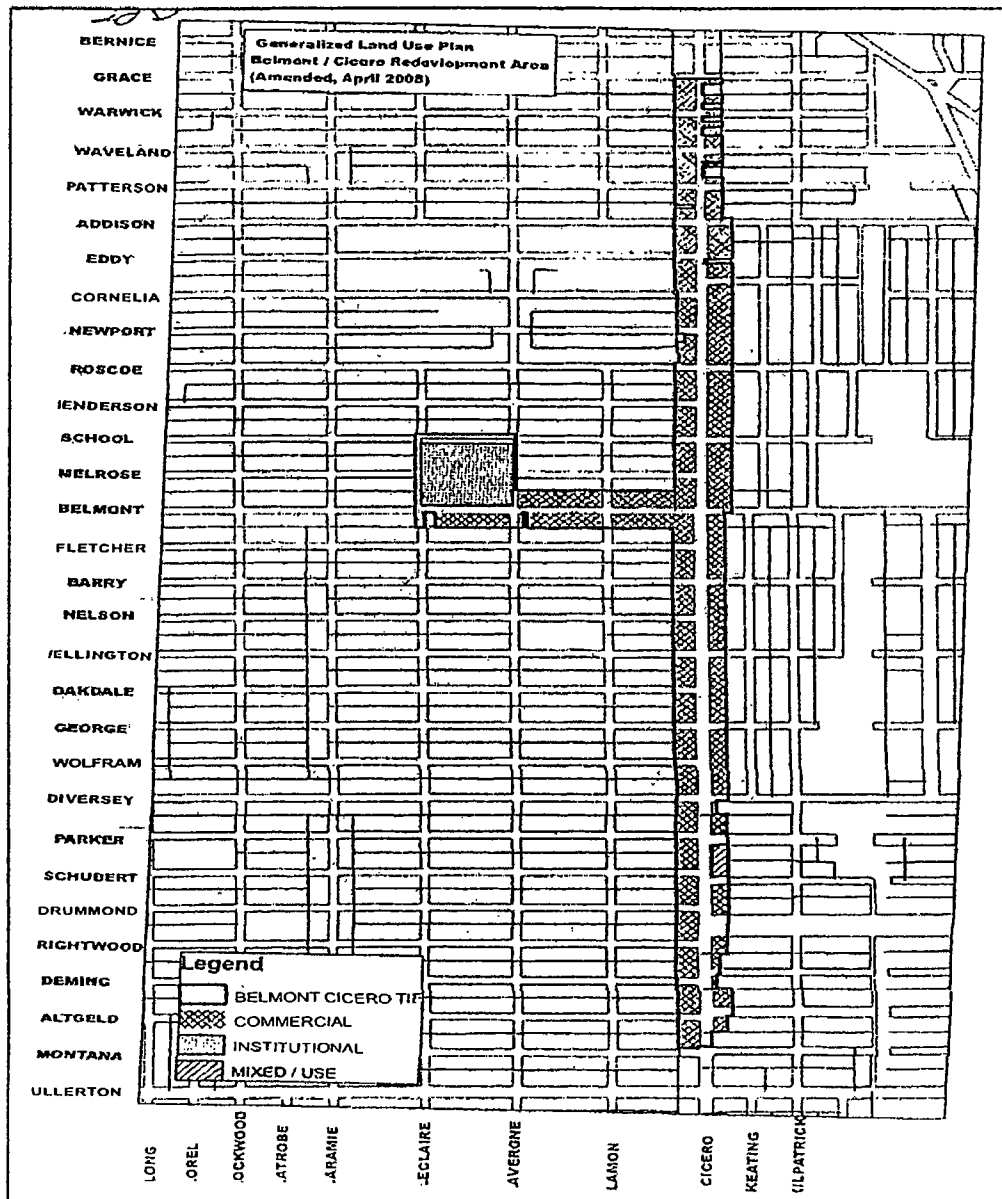
(Sub)Exhibit C to the Plan is replaced in its entirety with (Sub)Exhibit C attached to this Revision Number 3.

[(Sub)Exhibit "C" referred to in this Revision Number 3
printed on page 26751 of this *Journal*.]

(Sub)Exhibit "C".
(To Revision Number 3)

Generalized Land-Use Plan

*Belmont/Cicero Redevelopment Area
(Amended, April 2008).*



"Exhibit 2".
(To Ordinance)

The Plan.

WHEREAS, Pursuant to ordinances adopted on January 12, 2000, and published in the Journal of the Proceedings of the City Council of the City of Chicago for such date (the "Journal of Proceedings") at pages 22866 -- 22995, and in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City") (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "Belmont/Cicero Redevelopment Project Area" (the "Area") (the "Plan Ordinance"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area; and

WHEREAS, Section 5/11-74.4-3(n)(F) of the Act requires a redevelopment plan to include the most recent equalized assessed valuation ("E.A.V.") of a redevelopment project area; and

WHEREAS, The Plan, attached as Exhibit A to the Plan Ordinance, included the 1997 E.A.V. and contemplated in Section VII.A of the Plan that if the 1998 E.A.V. became available prior to the date of the adoption of the Plan by the City Council, then the City would update the Plan by replacing the 1997 E.A.V. with the 1998 E.A.V. in order to comply with the Act; and

WHEREAS, The 1998 E.A.V. became available prior to the date of the adoption of the Plan Ordinance by the City Council, but after the Plan had been submitted to the Community Development Commission to set a public hearing pursuant to Section 5/11-74.4-4 and 5/11-74.4-5 of the Act, and the City was not able to insert the 1998 E.A.V. in the Plan prior to its adoption by ordinance for various logistical reasons; and

WHEREAS, The Corporate Authorities desire to amend the Plan to update the E.A.V. as contemplated in the Plan and to conform the Plan to Section 11-74.4-3(n)(F) of the Act, and to make other, minor changes; and

WHEREAS, Section 5/11-74.4-5(c) of the Act permits amendments for such changes to a redevelopment plan to be made without a public hearing, provided that the City shall give notice of such changes by mail to each affected taxing district and each registrant in the interested parties registry for the Area, and by publication in a newspaper of general circulation within the affected taxing district not later than ten (10) days following the adoption by ordinance of such changes; now, therefore,

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

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

SECTION 2. Amendments To Redevelopment Plan. The City, pursuant to Section 5/11-74.4-5 of the Act, hereby amends the Plan, as previously published in the Journal of Proceedings, by the amendments set forth in Exhibit 1 attached hereto and approves the Plan, as amended, the amended version of which is attached hereto as Exhibit 2.

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

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

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

Exhibits 1 and 2 referred to in this ordinance read as follows:

Exhibit 1.

Amendments To Plan

The Plan, as previously published in the Journal of the Proceedings of the City Council of the City of Chicago for January 12, 2000 (the "Journal of Proceedings") at pages 22866 -- 22995, is hereby amended as follows. Insertions are shown as italicized text; deletions are shown in brackets. Page number references refer to the page numbers in such Journal of Proceedings.

1. The date of the Plan shall be "September 1, 1999, Revised as of October 29, 1999, Revised as of January 6, 2000".
2. The date of the Eligibility Study included as Attachment One to the Plan (the "Eligibility Study") shall be "September 1, 1999, Revised as of October 29, 1999, Revised as of January 6, 2000".

3. Section V.B.2 is hereby amended by deleting the last complete sentence on page 22889 and replacing it with the following language:

Age and the requirements of contemporary commercial tenants have caused portions of the Area and its building stock to become obsolete and the growth rate of the E.A.V. of the Area has grown slower than the growth rate for the City as a whole since 1994.

4. Section V.B.2 is hereby amended by deleting the third (3rd) full paragraph on page 22890 and replacing it with the following language:

From 1994 through 1998, the City of Chicago equalized assessed value increased from Thirty Billion One Hundred Million Dollars (\$30,100,000,000) to Thirty-three Billion Nine Hundred Million Dollars (\$33,900,000,000) according to Cook County records. This represents a gain of Three Billion Eight Hundred Million Dollars (\$3,800,000,000) (annual average of two and seven-tenths percent (2.7%)) during this five (5) year period. In 1994 the equalized assessed value of Cook County was Sixty-seven Billion Eight Hundred Million Dollars (\$67,800,000,000) and grew to Seventy-eight Billion Five Hundred Million Dollars (\$78,500,000,000) in 1998. This represents a gain of Ten Billion Seven Hundred Million Dollars (\$10,700,000,000) (annual average of two and eight-tenths percent (2.8%)) during this five (5) year period. In 1998, the E.A.V. of the Area was Thirty-three Billion Seven Hundred Million Dollars (\$33,700,000,000). This figure represents an approximately One Million Five Hundred Thousand Dollars (\$1,500,000) million increase in E.A.V. since 1994. The average rate of increase in E.A.V. for the Area has only been one and two-tenths percent (1.2%) annually since 1994. Further, approximately two and nine-tenths percent (2.9%) of the properties in the Area are delinquent in the payment of 1997 real estate taxes and one hundred four (104) building code violations have been issued on buildings since January of 1994.

5. Section VI.D. of the Plan is hereby amended by deleting the second (2nd) sentence in the second (2nd) full paragraph on page 22907 and replacing it with the following language:

In recent years, E.A.V. in the Area has grown slower than the City as a whole.

6. Section VII of the Plan is hereby amended by deleting the second (2nd) and third (3rd) sentences in the paragraph on page 22911 following the header "A. Most Recent Equalized Assessed Valuation" and replacing them with the following:

The 1998 E.A. V. of all taxable parcels in the Area is approximately Thirty-three Million Seven Hundred Thousand Dollars (\$33,700,000). This total E.A. V. amount, by P.I.N., is summarized in 1998 Estimated E.A. V. by Tax Parcel included as Attachment Four of the Appendix

7. Section II.B. of the Eligibility Study is hereby amended by deleting the third (3rd) full paragraph on page 22921 and replacing it with the following language:

From 1994 through 1998, the City of Chicago equalized assessed value increased from Thirty Billion One Hundred Million Dollars (\$30,100,000,000) to Thirty-three Billion Nine Hundred Million Dollars (\$33,900,000,000) according to Cook County records. This represents a gain of Three Billion Eight Hundred Million Dollars (\$3,800,000,000) (annual average of two and seven-tenths percent (2.7%)) during this five (5) year period. In 1994 the equalized assessed value of Cook County was Sixty-seven Billion Eight Hundred Million Dollars (\$67,800,000,000) and grew to Seventy-eight Billion Five Hundred Million Dollars (\$78,500,000,000) in 1998. This represents a gain of Ten Billion Seven Hundred Million Dollars (\$10,700,000,000) billion (annual average of two and eight-tenths percent (2.8%)) during this five (5) year period. In 1998, the E.A. V. of the Area was Thirty-three Million Seven Hundred Thousand (\$33,700,000). This figure represents an approximately One Million Five Hundred Thousand Dollars (\$1,500,000) million increase in E.A. V. since 1994. The average rate of increase in E.A. V. for the Area has only been one and two-tenths percent (1.2%) annually since 1994. Further, approximately two and nine-tenths percent (2.9%) of the properties in the Area are delinquent in the payment of 1997 real estate taxes and one hundred four (104) building code violations have been issued on buildings since January of 1994 according to information provided by the City of Chicago Department of Buildings.

8. Section IV of the Eligibility Study is hereby amended by deleting the second (2nd) sentence in the last paragraph on page 22944 and replacing it with the following language:

In addition, the E.A. V. growth rate of the Area has grown slower than the City as whole since 1994.

9. Attachment Four to the Plan appearing on pages 22951 through 22959 is hereby amended by replacing the 1997 E.A.V. data with the 1998 E.A.V. data and by deleting the number [1997] in the header for Attachment Four and in the column heading of the third (3rd) column in Attachment Four and inserting in each instance the number 1998. A copy of such updated table is included in Amendment Number 1 to the Belmont/Cicero Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan and Project, attached to this ordinance as Exhibit 2.

Exhibit "2".

Revision Number 2.

*Belmont/Cicero Tax Increment Financing
Redevelopment Plan And Project.*

Section I.

Introduction And Executive Summary.

A. Area Location.

The Belmont/Cicero Redevelopment Project Area (hereafter referred to as the "Area") is located on the northwest side of the City of Chicago ("City"), approximately eight (8) miles northwest of the central business district. A location map is provided on the following page that indicates the general location of the Area within the City. The Area covers approximately ninety-nine (99) acres and includes forty-nine (49) (full and partial) city blocks. The Area is of Linear shape and encompasses the property along Cicero Avenue from Grace Street on the north to Montana Avenue on the south. In addition, an east/west linear section follows Belmont Avenue, from

Cicero Avenue on the east to Leclaire Avenue on the west. The boundary of the Area is identified on (Sub)Exhibit A, Boundary Map of T.I.F. Area included in Attachment Two of the Appendix. The Area is adjacent to the Northwest Industrial Corridor Redevelopment Project Area on the south and the Irving/Cicero Redevelopment Project Area on the north.

Within these two (2) comdors, the block face on both sides of the street (to the respective parallel alley) is generally included.

B. Existing Conditions

The Cicero Avenue comdor, between Grace Street on the north and Montana Avenue on the south, is a continuous commercial comdor. A significant number of uses along this comdor are auto related. However, additional retail and service uses provide a wide range of services to adjacent residential neighborhoods. The Cicero Avenue and Belmont Avenue intersection is at the core of the Area and forms a central commercial node from which commercial uses stretch to the north and south along Cicero Avenue and to the west along Belmont Avenue. Belmont Avenue west of Cicero Avenue is an arterial street that exhibits a compact commercial character similar to Cicero Avenue. The commercial character extends to the west along Belmont Avenue for several blocks ending at Foreman High School.

The Area consists primarily of older commercial properties located along Cicero Avenue and Belmont Avenue (see (Sub)Exhibit B, Existing Land-Use Assessment Map included in Attachment Two of the Appendix). Many structures in the Area are in need of repair due to depreciation of physical maintenance and other conditions as documented in the Eligibility Study included as Attachment One of the Appendix. Zoning classification in the Area is predominately "commercial" and "business" district with a small portion of the Area designated for residential uses mainly associated with Foreman High School. Zoning classifications in the Area are shown on (Sub)Exhibit D, Generalized Existing Zoning Map included in Attachment Two of the Appendix. Seventy-seven percent (77%) of the buildings in the Area are or exceed thirty-five (35) years of age.

Declining public and private investment is evidenced by deterioration and depreciation of maintenance of some of the public infrastructure components (principally streets and sidewalks) and deterioration of private properties as documented in the Eligibility Study (see Attachment One of the Appendix).

The Area is characterized by the following conditions:

- the predominance (seventy-seven percent (77%)) of structures that are thirty-five (35) years old or older;

- obsolescence (sixty percent (60%) of buildings or parcels);
- excessive land coverage (seventy-one percent (71%) of buildings or site improvements);
- depreciation of physical maintenance (seventy-five percent (75%) of buildings or site improvements);
- lack of community planning (seventy-one percent (71%) of buildings or parcels).

In addition, the Area exhibits other characteristics to a lesser extent which are set forth in the Eligibility Study including some streets, sidewalks, curbs and street lighting requiring repair and maintenance.

C. Business And Industry Trends.

The age of many of the buildings and the inability of Area properties to provide contemporary commercial building sites and buildings has contributed to a gradual decline in the overall conditions of properties along Cicero Avenue and Belmont Avenue within the Area. Some Area buildings are vacant and/or in need of maintenance and repair to deteriorating portions of the structures. Approximately sixty thousand (60,000) square feet of commercial space is vacant. The Area is characterized by numerous automotive related businesses. These businesses range from small used car lots covering one (1) or two (2) commercial lots to large automotive sales lots covering nearly entire blocks. In most instances, these larger operations are franchised new car dealerships. The remaining commercial uses are a mix of small service and retail uses and many of these businesses are also automotive related uses such as general and specialty repair and service facilities, body shops, parts stores, et cetera.

There is also an inability to provide contemporary development sites throughout the Area. Because so many of the existing uses are located on one (1) or two (2) narrow lots, the availability of off-street parking and room for expansion are limited. The possibility exists that the commercial businesses in the Area may look outside the Area to expand their operations. Loss of additional commercial tenants, due to an inability to meet contemporary commercial space needs, would likely have an adverse impact on the Area's viability as an employment center within the City. Loss of commercial tenants would likely be detrimental to the surrounding residential neighborhoods because residents likely would go outside the Area to find suitable shopping alternatives.

The City has an on-going maintenance program for Area public improvements to repair and improve Area infrastructure. Despite these efforts, improved commercial sites in the Area are gradually becoming obsolete and underutilized. Some of these sites will likely become blighted and lose the ability to generate jobs and tax revenue if these conditions are not reversed.

D. Redevelopment Plan Purpose.

Tax increment financing ("T.I.F.") is permitted by the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"). The Act sets forth the requirements and procedures for establishing a redevelopment project area and a redevelopment plan. This Belmont/Cicero Avenue Tax Increment Financing Redevelopment Plan and Project (hereafter referred to as the "Plan") includes the documentation as to the qualifications of the Area as a conservation area as defined in the Act. The purposes of this Plan are to provide an instrument that can be used to guide the correction of Area problems, attract new private development that will produce new employment and tax increment revenues and to stabilize existing development in the Area. This Plan identifies those activities, sources of funds, procedures and various other necessary requirements in order to implement tax increment financing pursuant to the Act.

E. Plan Objectives And Strategies.

As a part of the City's overall strategy to retain viable businesses, recruit new businesses into the City and check the loss of jobs from the City, the City has chosen to utilize tax increment financing to revive the commercial corridors that make up the Area.

The Plan represents an opportunity for the City to implement a program that can achieve a number of Citywide goals and objectives, as well as some that are specifically directed at the Area. These goals and objectives include:

- support and retain the existing tax base of the Area with particular emphasis on maintaining the stability of the major auto dealerships;
- retain the existing employment base and provide new employment opportunities in the Area;
- expand the tax base through reuse and rehabilitation of existing commercial properties that are presently vacant or underutilized;

- develop new commercial buildings on vacant and/or underutilized properties in the Area;
- establish a program of planned public improvements designed to enhance the retention of existing business and industries and to promote the Area as a place to do business;
- attract new business that will complement the existing business community and provide expanded goods and services for adjacent neighborhoods and existing businesses;
- improve the condition and appearance of properties within the Area; and
- eliminate the conditions that have caused the Area to exhibit signs of blight and that **qualify** the Area as a conservation area.

These goals and objectives can be accomplished by utilizing T.I.F. as described in Section III, herein. T.I.F. initiatives and establishment of the Area are designed to arrest the spread of blight and decline of the Area and **will** help to retain, redevelop and expand the commercial businesses within the Area. In doing so, the use of T.I.F. **will** help to preserve the adjoining residential neighborhoods that have traditionally been served by the commercial corridors of the Area. In addition, the opportunity exists to revive and enhance these declining commercial corridors that also serve the employees of the businesses located in or nearby the Area.

This Plan will create the mechanism to revitalize these important commercial corridors through the improvement of the physical environment and **infrastructure**. The City proposes to use **T.I.F.**, as **well** as other economic development resources, when available, to address needs in the Area and induce the investment of private capital.

In **implementing** this Plan, the City is **acting** to facilitate the **revitalization** of the entire Area. The majority of the Area should be maintained as a pair of connected commercial corridors that provide **services** to the Area and surrounding **residential** neighborhoods. Cicero Avenue has long-standing recognition as an automotive sales and service corridor in the City and it is a goal of this plan to support and improve the Area's image in that regard. This Plan is intended to build on the City's previous actions to stabilize commercial land uses, support business expansion and attract new businesses to the Area. The City recognizes that blighting influences will continue to weaken the Area and that the Area may become blighted if the decline is not reversed. Consequently, the City wishes to encourage private development activity by using T.I.F. as a prime implementation tool to complete various public projects.

F. Redevelopment Plan And Project Activities And Costs.

The projects anticipated for the Area may include, but are not Limited to:

- rehabilitation and improvement to existing properties including streetscape improvements;
- property assembly, site clearance and preparation;
- private developer assistance;
- transportation improvements;
- street, alley and sidewalk reconstruction;
- utility work;
- environmental remediation;
- marketing and promotion; and
- planning studies.

The anticipated activities and associated costs are shown on Table Three, Estimated Redevelopment Project Costs. The total estimated cost for the activities listed in Table Three is Nine Million Six Hundred Twenty-five Thousand Dollars (\$9,625,000).

G. Summary And Conclusions.

This Plan summarizes the analyses and findings of the consultant's work, which, unless otherwise noted, is the responsibility of PGAV-Urban Consulting ("Consultant"). The City is entitled to rely on the findings and conclusions of this Plan in designating the Area as a redevelopment project area under the Act (defined herein). The Consultant has prepared this Plan and the related Eligibility Study with the understanding that the City would rely: 1) on the findings and conclusions of the Plan and the related Eligibility Study in proceeding with the designation of the Area and the adoption and implementation of the Plan, and 2) on the fact that the Consultant compiled the necessary information so that the Plan and the related Eligibility Study will comply with the Act.

The study and survey of the Area indicate that the requirements necessary for designation of the Area as a conservation area under the Act are present. Therefore, the Area is qualified under the terms of the definitions in the Act. This Plan and the supporting documentation contained in the Eligibility Study (included herein as Attachment One of the Appendix) indicate that the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Plan.

Section II.

Legal Description And Project Boundary.

The boundaries of the Area include only those contiguous parcels of real property and improvements thereon substantially benefitted by the activities to be undertaken as a part of the Plan. Since the boundaries of the Area include approximately ninety-nine (99) acres of land, the statutory minimum of one and five-tenths (1.5) acres is exceeded. The boundaries represent an area that consists of two (2) adjoining commercial corridors that serve adjacent residential neighborhoods and the northwestern part of the City. These commercial corridors contain common characteristics that influence the viability of the entire Area:

- the corridors along Cicero and Belmont Avenues represent an older commercial core for the adjacent neighborhoods;
- occupancy rates, building age, building conditions and streetscape conditions are relatively similar throughout the entire Area.

The boundaries of the Area are shown on (Sub)Exhibit A, Boundary Map of T.I.F. Area included in Attachment Two of the Appendix and the boundaries are described in the Legal Description of the Area included as Attachment Three of the Appendix. A listing of the permanent index numbers and the 1998 equalized assessed value for all properties in the Area are provided as 1998 Estimated E.A.V. by Tax Parcel included as Attachment Four of the Appendix.

*Section III.*Statutory *Basis* For Tax Increment *Financing*.

A. Introduction.

In January, 1977, T.I.F. was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"). The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation or industrial park conservation areas and to finance eligible "redevelopment project costs" with incremental property *tax* revenues. "Incremental property tax" or "incremental property taxes" are derived from the increase in the current E.A.V. of real property *within* the redevelopment project area over and above the "certified initial E.A.V." of such real property. Any increase in E.A.V. is then multiplied by the current tax rate, which results in incremental property taxes. A decline in current E.A.V. does not result in a negative incremental property tax.

To finance redevelopment project costs, a municipality may issue obligations secured by incremental property taxes to be generated *within* the project area. In addition, a municipality may pledge toward payment of such obligations any part or any combination of the following:

- (a) net revenues of all or **part** of any redevelopment project;
- (b) taxes levied and collected on any or all property in the municipality;
- (c) the full faith and credit of the municipality;
- (d) a mortgage on part or **all** of the redevelopment project; or
- (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate **tax** revenues by increasing tax rates. It generates revenues by allowing the municipality to capture, for a **prescribed** period, the new revenues produced by the enhanced valuation of properties **resulting** from the municipality's redevelopment program, improvements and activities, various redevelopment projects and the reassessment of properties. Under T.I.F., **all** taxing districts continue to receive property taxes levied on the initial valuation of properties within the redevelopment project area. Additionally,

taxing districts can receive distributions of excess incremental property taxes when annual incremental property taxes received exceed principal and interest obligations for that year and redevelopment project costs necessary to implement the redevelopment plan have been paid. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

As used herein and in the Act, the term "redevelopment project" ("project") means any public and private development project in furtherance of the objectives of a redevelopment plan. The term "area" means an area designated by the municipality, which is not less in the aggregate than one and one-half (1½) acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted area and conservation area. Redevelopment plan ("Plan") means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area for utilization of tax increment financing, and thereby to enhance the tax bases of the **taxing** districts which extend into the redevelopment project area.

This increase or "increment" can be used to **finance** "redevelopment project costs" such as property assembly, site clearance, building **rehabilitation**, interest subsidy, construction of public infrastructure, et cetera, as **permitted** by the Act.

The Illinois General Assembly made various findings in adopting the Act:

1. that there exists in many municipalities **within** the State blighted and conservation areas; and
2. that the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are **essential** to the public interest and welfare.

These findings were made on the basis that the presence of blight, or conditions which lead to blight, are detrimental to the safety, health, welfare **and morals** of the public.

To ensure that the exercise of these powers is proper **and** in the public interest, the Act specifies **certain requirements** that must be met before a **municipality can** proceed with implementing a redevelopment **plan**. One of these **requirements** is that the municipality must demonstrate that a redevelopment project area qualifies for designation. With certain exceptions, an area must **qualify** generally either as:

- a blighted area (both "improved" and "vacant" or a combination of both); or
- a conservation area; or
- a combination of both blighted areas and conservation areas within the definitions for each set forth in the Act.

The Act does not offer detailed definitions of the blighting factors used to qualify areas. The definitions set forth in the Illinois Department of Revenue's "Definitions and Explanations of Blight and Conservation Factors (1988)" were used in this regard in preparing this Plan.

B. The Redevelopment Plan And Project For The Belmont/Cicero Avenue Tax Increment Financing Redevelopment Project Area.

As evidenced herein, the Area as a whole has not been subject to growth and development through private investment. Furthermore, it is not reasonable to expect that the Area as a whole will be redeveloped without the use of T.I.F.

This Plan has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Area in order to stimulate private investment in the Area. The goal of the City, through implementation of this Plan, is that the entire Area be revitalized on a comprehensive and planned basis to ensure that private investment in rehabilitation and new development occurs:

1. on a coordinated rather than piecemeal basis to ensure that land-use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards;
2. on a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated; and
3. accomplish objectives within a reasonable and defined period so that the Area may contribute productively to the economic vitality of the City.

This Plan sets forth the overall Project which are those public and private activities to be undertaken to accomplish the City's above-stated goal. During implementation of the Project, the City may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private improvements on one (1) or several parcels (collectively referred to as "Redevelopment Projects").

This Plan specifically describes the Area and summarizes the factors which qualify the Area as a "conservation area" as defined in the Act (also, see the Eligibility Study included as Attachment One of the Appendix).

Successful implementation of this Plan requires that the City utilize incremental property taxes and other resources in accordance with the Act to stimulate the comprehensive and coordinated development of the Area. Only through the utilization of tax increment financing will the Area develop on a comprehensive and coordinated basis, thereby reducing or eliminating the conditions which have precluded development of the Area by the private sector.

The use of incremental property taxes will permit the City to direct, implement and coordinate public improvements and activities to stimulate private investment within the Area. These improvements, activities and investments will benefit the City, its residents, and all taxing districts having jurisdiction over the Area. These anticipated benefits include:

- An increased property tax base arising from new commercial development and the rehabilitation of existing buildings.
- An increased sales tax base resulting from new and existing development.
- An increase in construction and employment opportunities for residents of the City.
- Improved roadways, utilities and other infrastructure that better serve existing businesses, residents and institutions and accommodate desired new development.

Section IV.

Redevelopment *Goals* And Objectives.

Information regarding the needs of the Area and proposals for the future was obtained from the City of Chicago, various neighborhood groups, comments expressed at neighborhood meetings and field investigations by the Consultant.

The Area boundaries have been established to maximize the development tools created by the Act and its ability to address Area problems and needs. To address these needs, various goals and objectives have been established for the Area as noted in this section.

A. General Goals For The Belmont/Cicero Avenue Redevelopment Area.

Listed below are the general goals adopted by the City for redevelopment of the Area. These goals provide the overall focus and direction of this Plan:

1. Improve the quality of life in the City by revitalizing the Area. This can be accomplished through assisting the Area to have secure, functional, attractive, marketable and competitive business environments that capitalize on the automotive nature of much of the Area.
2. Within the Area, create commercial environments that will contribute more positively to the health, safety and general welfare of the City.
3. Stabilize and enhance the real estate and sales **tax** base of the City and other taxing districts having jurisdiction over the Area.
4. **Retain** and enhance sound and viable **existing** businesses **within** the Area.
5. Attract new business development within the Area.
6. Improve the appearance of the Cicero Avenue and Belmont Avenue corridors that comprise the Area. This should be accomplished through: **building** facade renovation/restoration; removal of **signage** clutter; restoration of deteriorated **signage**; other public and private improvements that will have a positive visual impact and provide an identity for the commercial district.

7. Create new job opportunities within the Area.
8. Employ residents from within the Area as well as adjacent neighborhoods.

B. Redevelopment Objectives.

Listed below are the redevelopment objectives that will guide planning decisions regarding redevelopment within the Area:

1. Reduce or eliminate those conditions that qualify the Area as a "conservation area". These conditions are described in detail in the Eligibility Study (see Attachment One of the Appendix).
2. Create an environment that stimulates private investment in the upgrading and expansion of existing businesses and the construction of new business facilities that will create jobs and increase the property tax base.
3. Create a coherent overall urban design and character for the Area. Individual developments should be visually distinctive **and** compatible.
4. Encourage visually attractive buildings, rights-of-way and open spaces incorporating sound building and property design standards including signage and off-street parking.
5. Provide or reinforce necessary public improvements and facilities in proper relationship to the projected demand for such facilities and in accordance with modern design standards for such facilities.
6. ~~Maximize~~ the existing transportation network of ~~the~~ Area and ensure that the Area is served by a street system **and** public transportation facilities that provide safe **and** convenient access to and circulation **within** the Area.
7. Assemble or encourage the assembly of land into parcels of appropriate **shape** and sufficient size for redevelopment in accordance with this **Plan** and contemporary development needs and standards.
8. Facilitate business retention, rehabilitation and new development.

9. Assist in the establishment of job training and job readiness programs to provide residents from within and surrounding the Area with the skills necessary to secure jobs within the Area.
10. Provide opportunities for women-owned and minority-owned businesses to share in the redevelopment of the Area.

C. Development And Design Objectives.

Listed below are the specific development and design objectives which will assist the City in directing and coordinating public and private improvement and investment throughout the Area in order to achieve the general goals and redevelopment objectives for the Area identified previously in this Plan.

The following guidelines are intended to help attract desirable new businesses and employment opportunities, foster a consistent and coordinated development pattern and create an attractive and quality image and identity for the Area.

1. Land-Use.

- Promote new commercial development, where appropriate, and integrate new development with existing businesses throughout the Area to create a planned mix of commercial uses.
- To the extent possible, facilitate rehabilitation and development of commercial, retail and commercial service uses where appropriate. However, the Plan recognizes the need for and existence of institutional and residential uses to a limited extent given the Area's current boundaries and existing land-use and zoning patterns.
- Promote amenities such as shared parking in selected locations that support the needs of the Area's residents, employees and business patrons.
- Protect areas designated for a particular land-use from development that may be detrimental through implementation of the generalized land-use plan for the Area.

2. Building And Site Development.

- Repair, rehabilitate and reuse existing commercial buildings in poor condition, when feasible.
- Promote the use of consistent and visually attractive architectural treatments (including lighting, signage and landscaping) around buildings to add visual interest and promote a unique identity within the Area.
- Locate building service and loading areas away from front entrances and major streets where possible.
- Encourage parking, service and support facilities that can be shared by multiple businesses.

3. Transportation And Infrastructure.

- Provide safe and convenient access to the Area for trucks, autos and public transportation.
- Improve the street surface conditions, street lighting, curbs, sidewalks and traffic signalization.
- Promote developments that will take advantage of the ease of access to the City's mass transit network.
- Provide well-defined, safe pedestrian connections between developments within the Area and between the Area and nearby destinations.
- Upgrade public utilities and infrastructure throughout the Area as required.

4. Urban Design.

- Establish a comprehensive streetscape system to guide the design and location of light fixtures, sidewalks, paving materials, landscaping, street furniture and signage within the Area.

- Replace signage that is deteriorated and unattractive.
- Discourage proliferation of building and site signage and restrict off-premises advertising (particularly billboards) to the extent permitted by law.
- Provide distinctive design features, including landscaping and signage, at the major entryways into the Area to create a unified identity.
- Preserve and promote buildings with historic and architectural value, where appropriate.

5. Landscaping And Open Space.

- Provide landscaped buffer areas around the periphery of and within the commercial portions of the Area to reduce the adverse impact of commercial activities on adjacent residential neighborhoods.
- Promote the use of landscaping and attractive fencing to screen dumpsters, waste collection areas, loading areas, service areas and the perimeter of parking lots and other vehicular use areas.
- Ensure that **all** landscaping and design materials comply with the City of Chicago Landscape Ordinance.
- Promote the development of shared open spaces including courtyards, outdoor ~~eating~~ areas, recreational areas, et cetera.
- Ensure ~~that~~ all open spaces are designed, landscaped and lighted to achieve a high level of security.

Section V.

Basis For ~~Eligibility~~ Of The Area And Findings.

A. Introduction.

Attachment One of the Appendix (the "Eligibility Study") contains a comprehensive report that documents all factors required by the Act to make a determination that the Area is eligible under the Act. A brief synopsis of this Eligibility Study is included in this section.

To designate a redevelopment project area, according to the requirements of the Act, a municipality must find that there exist conditions which cause such project area to be classified as a blighted area, conservation area, combination of blighted and conservation areas, or an industrial park conservation area. The criteria and the individual factors that were utilized in conducting the evaluation of the physical conditions in the Area are outlined under the individual headings that follow.

B. Area Background Information.

1. Location And Size Of Area.

The Area is located eight (8) miles northwest of downtown Chicago. The northern limit of the Area along Cicero Avenue is approximately one (1) mile southwest of the Kennedy Expressway. The Area contains approximately ninety-nine (99) acres and consists of forty-nine (49) (full and partial) blocks.

The boundaries of the Area are described in the Legal Description included as Attachment Three of the Appendix and are geographically shown on (Sub)Exhibit A, Boundary Map of T.I.F. Area, included in Attachment Two of the Appendix. Existing land uses are identified on (Sub)Exhibit B, Existing Land-Use Assessment Map, included in Attachment Two of the Appendix.

2. Description Of Current Conditions.

As noted previously, the Area consists of forty-nine (49) (full and partial) city blocks, one hundred seventy-three (173) buildings and three hundred seventy-seven (377) parcels covering approximately ninety-nine (99) acres. The gross land-use percentage breakdown of the Area's acreage is shown below:

Land-Use	Percentage Of Gross Land Area
Residential	0.4
Industrial	0.4
Commercial	46.9
Institutional and Related	13.4
Vacant/Undeveloped Land	0.3
Public Right-of-way	38.6

Much of the Area is in need of redevelopment, rehabilitation and revitalization and is characterized by the conservation area factors that exist to a major extent listed below:

Obsolescence.

Sixty percent (60%) of buildings or parcels exhibited evidence of obsolescence. Obsolescence identified in the Area includes: structures containing vacant space, structures with design and space layouts that are no longer suitable for their current use, parcels of limited and narrow size and configuration and obsolete site improvements including limited provisions for on-site parking.

Excessive Land Coverage.

Seventy-one percent (71%) of buildings or site improvements exhibited evidence of excessive land coverage. Examples of excessive land coverage identified in the Area include: building or site improvements exhibiting nearly one hundred percent (100%) lot coverage, lack of required off-street parking and inadequate provision for loading or service areas.

Depreciation Of Physical Maintenance.

Depreciation of physical maintenance was identified on seventy-five percent (75%) of buildings and site improvements in the Area. Examples observed in the Area include: unpainted or unfinished surfaces, peeling paint, loose or missing materials, cracks in masonry construction, broken windows, loose gutters and

downspouts, and damaged building areas still in disrepair. Trash and debris was also observed on several sites and several parking lots and paved areas exhibited cracks and potholes in need of repair.

Lack Of Community Planning.

The presence of a lack of community planning was observed on seventy-one percent (71%) of the buildings or parcels in the area. This factor is primarily associated with commercial properties that are located on lots that are too small to adequately accommodate appropriate off-street parking and loading requirements.

In addition to the four (4) factors noted above, the following factors were found to exist to a minor extent:

- Dilapidation (eleven percent (11%) of buildings and site improvements).
- Deterioration (twenty-three percent (23%) of buildings and site improvements).
- Illegal use of individual structures (two percent (2%) of buildings).
- Presence of structures below minimum code standards (seventeen percent (17%) of buildings).
- Abandonment (one percent (1%) of buildings).
- Excessive vacancy (eight percent (8%) of buildings).
- Overcrowding of structures and community facilities (two percent (2%) of buildings).
- Deleterious land-use and layout (ten percent (10%) of buildings and site improvements).

The Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Plan. Age and the requirements of contemporary commercial tenants have caused portions of the Area and its building stock to become obsolete and the E.A.V. of the Area has grown slower than the growth rate for the City as a whole since 1994. These and other factors may result

in further disinvestment in the Area. Some businesses have relocated out of the Area and approximately fourteen (14) commercial buildings contain vacant floor space.

Previous efforts to check decline in the Area have been limited to on-going maintenance of public improvements by the City. However, these efforts have not prevented further decline. In addition, these efforts have not resulted in occupancy and beneficial use of some vacant buildings. The City is developing this Plan in an attempt to attract new growth and development.

The City and the State of Illinois ("State") have designated a portion of this section of the community as Enterprise Zone 5 ((Sub)Exhibit F, Enterprise Zone Map included in Attachment Two of the Appendix). However, this designation only covers the right-of-way of Cicero Avenue. The remaining portion of the Area will not benefit from the Enterprise Zone program.

From 1994 through 1998, the City of Chicago equalized assessed value increased from Thirty Billion One Hundred Million Dollars (\$30,100,000,000) to Thirty-three Billion Nine Hundred Million Dollars (\$33,900,000,000) according to Cook County records. This represents a gain of Three Billion Eight Hundred Million Dollars (\$3,800,000,000) (annual average of two and seven-tenths percent (2.7%)) during this five (5) year period. In 1998, the E.A.V. of the Area was Thirty-three Million Seven Hundred Thousand Dollars (\$33,700,000). This figure represents an approximately One Million Five Hundred Thousand Dollars (\$1,500,000) increase in E.A.V. since 1994. The average rate of increase in E.A.V. for the Area has only one and two-tenths percent (1.2%) annually since 1994. Further, approximately two and nine-tenths percent (2.9%) of the properties in the Area are delinquent in the payment of 1997 real estate taxes and one hundred four (104) building code violations have been issued on buildings since January of 1994.

Of the approximately one hundred seventy-three (173) buildings and ninety-nine (99) acres in the Area, only two (2) major new buildings have been built since January of 1994 according to building permit information provided by the City of Chicago Building Department. Both of these buildings were commercial buildings. Approximately seventy-seven percent (77%) of the buildings in the Area are or exceed thirty-five (35) years of age.

There is approximately sixty thousand (60,000) square feet of vacant commercial floor space. A significant portion of the vacant floorspace in the Area is located in buildings that are obsolete in terms of contemporary business requirements and layout. As part of the documentation of existing conditions in the Area, a separate analysis looked at development opportunities in the Area.

According to information provided by the Goodman Williams Group, large-scale

retail opportunities are limited in the Area. The main factor limiting development in the Area is the lack of sites capable of accommodating the space and site requirements of contemporary retail development. Several large retailers are located in shopping centers near the Area. These shopping centers are on large sites that provide adequate parking and large building footprints more suited for contemporary retail use. Retail demand for large building footprints and on-site parking may be causing some Area properties to be less desirable for commercial uses. In addition, a major neighborhood retail-shopping node is located just north of the Area at Cicero Avenue and Irving Park Road, outside the Area boundaries.

For many Area properties, building size, building layout and limited on-site parking is not suited for large contemporary commercial tenants. The result is that a narrower mix of commercial uses will seek to occupy the existing commercial buildings in the Area and thereby limit demand for some properties. This adds significantly to the view that the Area has experienced additional blight and that private market acceptance of portions of the Area is not favorable and likely will not be favorable in the future.

The documentation provided in this Plan and the attached Eligibility Study (long-term vacancies, properties that are tax delinquent, absence of new development and declining E.A.V.) indicates that private investment in revitalization and redevelopment has not occurred. These conditions may cause the Area to become blighted in the future. In addition, the Area is not reasonably expected to have increased stability and be redeveloped without the aggressive efforts and leadership of the City, including the adoption of the Plan.

C. Area Data And Profile.

The City is proposing an overall strategy to address conditions that qualify the Area as a conservation area. These efforts are directed at increasing property values, retaining viable businesses, recruiting new businesses into the City and reversing the loss of industrial and commercial jobs. Isolated areas within the **Belmont/Cicero Avenue Redevelopment Area** and surrounding areas have received or will receive funding for planning and capital improvement programs. Funding of these projects is outlined in the 1998 -- 2002 City of Chicago Capital Improvement Program. However, these programs are not sufficient to overcome the factors causing decline in the Area.

As noted in the Introduction, the Area is a pair of connected, linear commercial corridors located along Cicero Avenue and Belmont Avenue. These corridors contain numerous commercial businesses and provide employment opportunities to residents in the surrounding neighborhoods. However, many existing structures are not suited for contemporary commercial development because of age, size, condition

and layout. Deteriorating buildings, small lots, inadequate or non-existent on-site **parking**, buildings that are obsolete in terms of contemporary retail space needs and declining streetscapes are present throughout the Area. If the Area is to be revitalized, these conditions must be addressed.

The primary purpose of the Plan is to establish a program of addressing those factors that cause the Area to **qualify** under the Act. Further, the tax increment financing identified in this Plan is designed to lead to retention of existing business and promote the Area for new commercial development and private investment.

D. Existing Land-Use And Zoning Characteristics.

A tabulation of existing land-use by category is shown below:

Table One.

Tabulation Of Existing Land-Use.

Land-Use	Land Area Gross Acres	Percentage Of Gross Land Area	Percentage Of Net Land Area ⁽¹⁾
Residential	0.4	0.4	0.7
Industrial	0.4	0.4	0.7
Commercial	46.5	46.9	76.4
Institutional	13.3	13.4	21.8
Vacant/Undeveloped Land	0.3	0.3	0.4
Subtotal -- Net Area	60.9	61.4	100.0
Public Right-of-way	38.3	38.6	NA
TOTAL:	99.2 Ac.	100.0%	NA

Note:

(1) Net land area exclusive of acreage associated with public right-of-way.

The existing land uses itemized in Table One are predominantly commercial in nature, as seventy-six and four-tenths percent (76.4%) of the net Area (exclusive of public right-of-way) is commercial. One (1) institutional use (Foreman High School) is located in the Area. No public parks are located in the Area and several residential uses are scattered throughout the Area. The majority of property within the Area is zoned in commercial or business categories with the primary exception being Foreman High School, which is in an area zoned residential (see (Sub) Exhibit D, Generalized Existing Zoning Map included in Attachment Two of the Appendix).

There are no large retail shopping centers in the Area. The pockets of residential use existing in the Area contain single-family and multi-family buildings or commercial buildings containing upper floor residential uses. These residential areas are associated with individual lots located along Cicero Avenue. The overwhelming commercial nature of these corridors makes these residential uses incompatible with the overall character of the Area. Approximately zero and four-tenths percent (0.4%) of the total gross land area or zero and seven-tenths percent (0.7%) of the net land area (exclusive of public right-of-way) is residential.

The land-use survey and map are intended to focus on the uses at street level which usually are the predominate use of the property. It should be recognized, however, that many of the multi-story buildings throughout the corridor are actually mixed-use structures. The upper floors of these buildings are often intended for multi-family use, constructed so that the business owner could live above his shop and maximize the rental income potential of the building. In the overwhelming majority of these instances, these upper floors experience high rates of occupancy even if the first (1st) floor commercial space is vacant. The focus on ground floor uses is not intended to minimize the importance of the second (2nd) floor uses. In fact, maximum use and occupancy of these mixed-use buildings is and should be encouraged.

Cicero and Belmont Avenues have **parking** restrictions that limit on-street parking during peak periods. In addition, **several** zones have been **created** adjacent to the Area that **Limit** on-street **parking** in residential areas through a **parking** permit **program**. However, **these** areas are small in **number**. Along Cicero and Belmont Avenues limited on-street **parking** is available. Individual businesses along these streets have narrow street frontage and many buildings cover one hundred percent (100%) of their lots, thereby preventing any on-site **parking** or loading. Many of the Area's residents, employees and patrons of Area businesses must **park** on adjacent streets to access the Area.

E. Investigation And Analysis Of Conservation Factors.

In determining whether the proposed Area meets the eligibility requirements of the Act, various methods of research were utilized in addition to the field surveys. The data includes information assembled from the sources below:

1. Contacts with local individuals knowledgeable of Area conditions and history, age of buildings and site improvements, methods of construction, real estate records and related items.
2. Aerial photographs, Sidwell block sheets, et cetera.
3. Inspection and research as to the condition of local buildings, streets, utilities, et cetera.
4. On-site field inspection of the Area conditions by experienced property inspectors of the Consultant and others as previously noted. Personnel of the Consultant are trained in techniques and procedures of determining conditions of local properties, utilities, streets, et cetera and determining eligibility of designated areas for tax increment financing.
5. Use of accepted definitions and guidelines to determine area eligibility as established by the Illinois Department of Revenue manual in conducting eligibility compliance review for State of Illinois Tax Increment Finance Areas in 1988.
6. Adherence to basic findings of need as established by the Illinois General Assembly in establishing the Act. These are:
 - a. There exists in many Illinois municipalities, areas that are conservation or blighted areas, within the meaning of the Act.
 - b. The eradication of blighted areas and the treatment of conservation areas by redevelopment projects are essential to the public interest.
 - c. These findings are made on the basis that the presence of blight or conditions, which lead to blight, are detrimental to the safety, health, welfare and morals of the public.

In making the determination of eligibility, it is not required that each and every property or building in the Area qualify. It is the Area as a whole that must be determined to be eligible.

The Act sets forth fourteen (14) separate factors that are to be used to determine if an area qualifies as a "conservation area". In addition, two (2) thresholds must be met. For an area to qualify as a conservation area, **fifty** percent (50%) or more of the structures in the area must have an age of thirty-five (35) years or more and a combination of three (3) or more of the fourteen (14) factors must be found to exist such that although the area is not yet a blighted area, it is detrimental to the public safety, health, morals or welfare and may become a blighted area.

The Act does not define the blight terms, but the Consultant has utilized the definitions for these terms as established by the Illinois Department of Revenue in their 1988 Compliance Manual. The Eligibility Study included in the Appendix defines all of the terms and the methodology employed by the Consultant in arriving at the conclusions as to eligibility.

Conservation Area: A combination of three (3) or more of the following factors must exist for an area to qualify as a conservation area under the Act.

1. Dilapidation.
2. Obsolescence.
3. Deterioration.
4. Illegal use of individual structures.
5. Presence of structures below minimum code standards.
6. Abandonment.
7. Excessive vacancies.
8. Overcrowding of structures and community facilities.
9. Lack of ventilation, light or sanitary facilities.

10. Inadequate utilities.
11. Excessive land coverage.
12. Deleterious land-use or layout.
13. Depreciation of physical maintenance.
14. Lack of community planning.

Table Two, Conservation Factors Matrix, tabulates the condition of all improved properties in the approximately ninety-nine (99) acre, forty-nine (49) full and partial block Area. Table Two documents the conditions of improved portions of the Area. The data contained in Table Two indicate that four (4) blighting factors associated with improved land are present to a meaningful extent and generally distributed throughout the Area. These four (4) factors were summarized previously and are further described in the Eligibility Study contained as Attachment One of the Appendix.

F. Summary Of Findings/Area Qualification.

It was determined in the investigation and analysis of conditions in the Area that the Area qualifies as a "conservation area" under the Act. Those qualifying factors that were determined to exist in the Area are summarized in Table Two, Conservation Factors Matrix. The Plan includes measures designed to reduce or eliminate the deficiencies that cause the Area to qualify. This is consistent with the strategy of the City in other redevelopment project areas.

The loss of business from this Area further documents the trend line and deteriorating conditions of the Area. Vacant buildings, declining E.A.V., lack of private investment and little interest in the Area by the private market are further evidence of decline in the Area. There is approximately sixty thousand (60,000) square feet of vacant commercial floor space in approximately fourteen (14) buildings scattered throughout the Area. Some of these properties have been available in the real estate market for an extended time-period.

The City and the State have designated the right-of-way of Cicero Avenue as a portion of State of Illinois Enterprise Zone Number 5. However, this designation can not address problems associated with property along Cicero Avenue and Belmont Avenue (see (Sub)Exhibit F, Enterprise Zone Map included in Attachment Two of the Appendix).

The conclusion of the Consultant is that the number, degree and distribution of eligibility factors as documented in this report warrant the designation of the Area as a conservation area as set forth in the Act. The summary tables contained on the following pages highlight the factors found to exist in the Area that cause it to qualify.

Although it may be concluded that the mere presence of the stated eligibility factors noted herein may be sufficient to make a finding of qualification as a conservation area, this evaluation was made on the basis that the factors must be present to an extent that would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the conservation area eligibility factors must be reasonably distributed throughout the Area so that a non-eligible area is not arbitrarily found to be a conservation area simply because of proximity to an area that exhibits blighting factors.

In addition to the presence of multiple conservation area factors, trends indicating that Area E.A.V. is declining and the presence of vacant floor space indicates that the Area on the whole has not been subject to growth and development as a result of investment by private enterprise and will not be developed without action by the City. These have been previously documented. All properties within the Area will benefit from the use of T.I.F. and the implementation of the Plan.

The table presented on the following page shows the status of the Area with respect to the age threshold and eligibility factors documented in the Area. The analysis presented in this Plan was based upon field review and data assembled by the Consultant. The conclusions presented in this report are those of the Consultant. The local governing body should review this report. If satisfied with the summary of findings contained herein, the governing body may adopt a resolution making a finding of a conservation area for the Area and make this report a part of the public record. The study and survey of the Area indicate that requirements necessary for designation as a "conservation area" are present. Therefore, the Area meets the requirements for designation as a conservation area and is eligible to be designated as a redevelopment project area and eligible for Tax Increment Financing under the Act (see full text of Attachment One, Eligibility Study included in the Appendix).

1. Improved Land Statutory Factors.

Eligibility Factor"	Existing In Area
Age ⁽²⁾	77% of buildings are or exceed 35 years of age
1. Dilapidation	Minor Extent
2. Obsolescence	Major Extent
3. Deterioration	Minor Extent
4. Illegal use of individual structures	Minor Extent
5. Presence of structures below minimum code standards	Minor Extent
6. Abandonment	Minor Extent
7. Excessive vacancies	Minor Extent
8. Overcrowding of structures and community facilities	Minor Extent
9. Lack of ventilation, light or sanitary facilities	Not Present
10. Inadequate utilities	Not Present

Notes:

(1) Only three (3) factors are required by the Act for eligibility. Twelve (12) factors are present in the Area. Four (4) factors were found to exist to a major extent and eight (8) were found to exist to a minor extent.

(2) Age is not a factor for designation but rather a threshold that must be met before an area can qualify as a conservation area.

Eligibility Factor"	Existing In Area
11. Excessive land coverage	Major Extent
12. Deleterious land-use or layout	Minor Extent
13. Depreciation of physical maintenance	Major Extent
14. Lack of community planning	Major Extent

Section VI.

Redevelopment Plan And Project.

A. Introduction.

This section presents the Plan and Project for the Area. Pursuant to the Act, when the finding is made that an area qualifies as a conservation, blighted, combination of conservation and blighted areas, or industrial park conservation area, a redevelopment plan must be prepared. A redevelopment plan is defined in the Act at 65 ILCS 5/11-74.4-3(n) as:

"the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a 'blighted area' or 'conservation area' or combination thereof or 'industrial park conservation area', and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area".

Notes:

- (1) Only three (3) factors are required by the Act for eligibility. Twelve (12) factors are present in the Area. Four (4) factors were found to exist to a major extent and eight (8) were found to exist to a minor extent.

B. Proposed Generalized Land-Use Plan

The generalized land-use plan for the Area is presented on (Sub)Exhibit C, Generalized Land-Use Plan included in Attachment Two of the Appendix.

The generalized land-use plan for the Area will be in effect upon adoption of this Plan. This land-use plan is a generalized plan in that it states land-use categories and even alternative land-uses that apply to each block in the Area. Existing land uses that are not consistent with these categories may be permitted to exist if they are legal and conform to the underlying zoning. However, T.I.F. assistance will only be provided for those properties in conformity with this generalized land-use plan.

The commercial corridors that comprise the Area should be revitalized through improvement of the existing streetscape and infrastructure and through redevelopment of small-scale individual properties with the primary focus being a series of planned commercial retail/service corridors. In addition, provisions for the lone institutional use (Foreman High School) are also included. The land uses should be arranged and located to minimize conflicts between neighboring land-use activities. The intent of this land-use plan is also to enhance and support ~~the existing, viable~~ commercial businesses in the Area through providing opportunities for financial assistance for expansion and growth.

The generalized land-use plan is focused on maintaining and enhancing sound and viable existing businesses, and promoting new business development at selected locations. The generalized land-use plan highlights areas for use as commercial business that will enhance existing development and promote new development within the Area. The generalized land-use plan designates two (2) land-use categories within the Area:

- Commercial.
- Institutional.

These two (2) categories, and their location on the map on (Sub)Exhibit C, Generalized Land-Use Plan included as Attachment Two of the **Appendix**, were developed from several factors: existing land-use, the existing underlying zoning districts and the land-use anticipated in the future (**and deemed to be appropriate based on sound urban planning principles and real estate market realities**).

It is not the intent of the generalized land-use plan to eliminate non-conforming existing uses in this Area except to the extent such elimination would occur as a result of the City's Zoning Ordinance provisions. The intent is to prohibit the expansion of non-conforming uses and allow the commercial nature of the Area to

remain intact. In some instances, transformation from residential use to commercial use may be desirable. It should be noted that existing residential uses can remain until such time that they are no longer viable for their current use. All redevelopment project activities shall be subject to the provisions of the City's ordinances and applicable codes as may be in existence and may be amended from time to time.

C. Redevelopment Projects.

To achieve the objectives proposed in the Plan, a number of projects and activities will need to be undertaken. While no private projects are proposed at this time, an essential element of the Plan is a combination of private projects, public projects and infrastructure improvements. Projects and activities necessary to implement the Plan may include the following:

1. Private Redevelopment Investment.

Rehabilitation of existing properties including adaptive reuse of certain existing buildings built for one use but proposed for another use. New construction or reconstruction of private buildings at various locations as permitted by the Plan.

2. Public Redevelopment Investment.

Public projects and support activities will be used to induce and complement private investment. These may include, but are not limited to: street improvements; public building rehabilitation; property assembly and site preparation; street work; transportation improvement programs and facilities; public utilities (water, sanitary and storm sewer facilities); environmental clean-up; park improvements; school improvements; landscaping; traffic signalization; promotional and improvement programs; signage and lighting, as well as other programs as may be provided by the City and permitted by the Act.

The estimated costs associated with the eligible public redevelopment investment are presented in Table Three, Estimated Redevelopment Project Costs below. These projects are necessary to carry out the capital improvements and to address the additional needs identified in preparing this Plan. This estimate includes reasonable or necessary costs incurred or estimated to be incurred in the implementation of this Plan.

Some of the costs Listed in Table Three, Estimated Redevelopment Project Costs will become eligible costs under the Act pursuant to an amendment to the Act which will become effective November 1, 1999. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment costs without further amendment to this Redevelopment Plan.

The City proposes to achieve its redevelopment goals and objectives for the Area through the use of public financing techniques including, but not limited to tax increment financing. The City also reserves the right to undertake additional activities and improvements authorized under the Act.

Table Three.

Estimated Redevelopment Project Costs.

Activity	Cost ⁽¹⁾
1. Planning, Legal, Marketing Professional Services, Administrative	\$ 500,000
2. Property Assembly, Site Clearance, and Environmental Remediation and Site Preparation	1,550,000
3. Rehabilitation Costs and Leasehold Improvements	2,500,000
4. Public Works or Improvements	2,200,000
5. Job Training, Retraining, Welfare to Work and Day Care	750,000

(1) Further descriptions of costs are provided in Section VII of this Plan. Certain costs contained in this table will become eligible costs as of November 1, 1999 pursuant to an amendment to the Act.

Activity	Cost ⁽¹⁾
6. Taxing Districts' Capital Costs	\$1,200,000
7. Relocation Costs	50,000
8. Interest Subsidy	<u>875,000</u>
* TOTAL REDEVELOPMENT PROJECT COSTS:	\$9,625,000

3. Property Assembly.

Property assembly in accordance with this Plan may be undertaken by the private sector. Additionally, the City may encourage the preservation of buildings that are structurally sound and compatible with the overall redevelopment of the Area.

(1) Further descriptions of costs are provided in Section VII of this Plan. Certain costs contained in this table will become eligible costs as of November 1, 1999 pursuant to an amendment to the Act.

- In addition to the above stated costs, each issue of bonds issued to finance a phase of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations, including interest. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are an upper limit on expenditures. Adjustments may be made in line items within the total and may be made without amendment to the Plan. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment costs without further amendment to this Redevelopment Plan. The City may incur Redevelopment Project Costs which are paid for from the funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes.

To meet the goals and objectives of the Plan, the City may acquire and assemble property throughout the Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program and may be acquired for the purposes of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

The City may demolish improvements, remove and grade soils and prepare sites with soils and materials suitable for new construction. Acquisition, clearance and demolition will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tax-producing redevelopment closely follows site clearance.

The City may (a) acquire any historic structure (whether a designated City or State landmark or on, or eligible for, nomination to the National Register of Historic Places); (b) demolish any non-historic feature of such structure; and (c) incorporate any historic structure or historic feature into a development on the subject property or adjoining property.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of the Plan.

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Redevelopment Project Area, and to meet the other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

D. Assessment Of Financial Impact On Taxing Districts.

In 1994, the Act was amended to require an assessment of any financial impact of the redevelopment project area on, or any increased demand for services from, any taxing district affected by the redevelopment plan and a description of any program to address such financial impacts or increased demand. The City intends

to monitor development in the Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

The following major taxing districts presently levy taxes against properties located ~~within~~ the Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District Of Greater Chicago. This district provides the main trunk lines for the collection of wastewater from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. This district is a unit of the State of Illinois' system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

Board Of Education Of The City Of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operations of educational facilities and the provision of educational services for kindergarten through twelfth (12th) grade. Edwin G. Foreman High School is located within the Area. This school as well as other Chicago Public Schools near the Area are shown on (Sub)Exhibit A, Boundary Map of T.I.F. Area included as Attachment Two of the Appendix.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs. No recreational facilities are located within the Area. Parks near the Area are located on (Sub)Exhibit A, Boundary Map of T.I.F. Area included in Attachment Two of the Appendix.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

Cook County Health Facility. The Cook County Health Facility provides health care services to residents of Cook County.

City Of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, et cetera.

City Of Chicago Library Fund. The Chicago Library District operates and maintains seventy-nine (79) libraries throughout the City of Chicago. No library facilities are located in the Area. Branch library facilities in the environs of the Area provide library services for residents of the Area.

The City finds that the financial impact on taxing districts of the City implementing the Plan and establishing the Area is not significant. In fact, the indication is that the Area is a liability to taxing districts if E.A.V. trends indicating decline are not reversed. This Plan and Area will not result in significant increased demand for facilities or services from any taxing district.

The replacement of vacant and underutilized properties with new development may cause some increased demand for services and/or capital improvements. These services are provided by the Metropolitan Water Reclamation District (M.W.R.D.) and the City (fire and police protection as well as sanitary collection, recycling, et cetera). Because no vacant land exists in the Area and no residential development is anticipated to result from activities associated with this Plan, it is not anticipated that the demand for increased services and facilities will be significant. All portions of the Area are currently served via the existing infrastructure. Any increase in demand can be adequately handled by existing facilities of the M.W.R.D. Likewise, services and facilities of the City of Chicago are adequate to handle any increased demand that may occur.

The major goals of this Plan are to: revitalize existing business areas; assist in property assembly; accomplish the planned program of public improvements; and address the needs identified herein which cause the Area to qualify for T.I.F. under the Act. Existing built-up areas are proposed to be revitalized and stabilized. Revitalization is not expected to result in a need for new facilities or expanded services from area taxing bodies.

The costs presented in Table Three, Estimated Redevelopment Project Costs, have included a limited portion of costs associated with capital improvement projects for Area taxing jurisdictions. The City will monitor the progress of the Plan and its future impacts on all local taxing bodies. In the event significant adverse impacts are identified that increase demand for facilities or services in the future, the City will consider utilizing tax increment proceeds or other revenues, to the extent they are available, to assist in addressing needs that are in conformance with this Plan.

The Area represents a very small portion (less than one-tenth of one percent, or (0.09%)) of the total tax base of the City. In recent years, E.A.V. in the Area has grown slower than the City as a whole. Hence, the taxing bodies will benefit from a program designed to stabilize the tax base in the Area, check the declining tax revenues that are the result of deterioration in the Area and attract new growth and development in the future.

E. Prior Efforts.

As noted previously, efforts to revitalize portions of the Area have been limited to on-going maintenance of public infrastructure. Community meetings held in the Area with respect to this plan have elicited comments and inputs from those residing in or doing business in the Area. However, continued and broader efforts that address the factors causing decline of the Area are needed. The community leaders and businesses point to the need for expanded concerted efforts to:

- eliminate blighting factors;
- redevelop abandoned sites;
- reduce crime;
- improve transportation services, including provision of or improvement to centralized parking areas and incorporation of vehicular traffic and safety measures;

- initiate employment training programs so as to better prepare the labor force in the Area for employment opportunities;
- undertake physical improvements to improve the appearance, image and marketability of the Area; and
- encourage other proposals that can create long-term economic life and stability.

Section VII.

Statutory Compliance And Implementation Strategy.

The development and followthrough of an implementation strategy is an essential element in achieving the success of this Plan. In order to maximize program efficiency, take advantage of current developer and existing property owner interest in improving property in the Area, and with full consideration of available funds, a phased implementation strategy will be employed.

A combination of private investments and projects and public improvements and projects is an essential element of the Plan. In order to achieve this end, the City may enter into agreements with public entities, private developers or existing property owners, where deemed appropriate by the City, to facilitate public or private projects. The City may also contract with others to accomplish certain public projects and activities as contained in this Plan.

Costs that may be incurred by the City in implementing this Plan may include, without limitation, project costs and expenses that may be eligible under the Act, as amended from time to time, including those costs that are necessary and related or incidental to those listed below as currently permitted by the Act. Some of the costs listed below will become eligible cost under the Act pursuant to an amendment to the Act which will become effective November 1, 1999:

1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning and marketing sites within the Area to prospective businesses, developers and investors or other services.

2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal or rights or interest therein, demolition of buildings, site preparation, site improvement that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements.
4. The cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment and the cost of construction of public works or improvements.
5. Cost of job ~~training~~ and retraining projects including the costs of "welfare to work" programs implemented by businesses located within the redevelopment project area.
6. Financing costs, including but not limited to **all** necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto.
7. To the extent the City by **written** agreement accepts and approves the same, **all** or a portion of a **taxing** district's capital costs resulting **from** the redevelopment project necessarily incurred or to be incurred (consistent **with** statutory requirements) **within the** taxing district in furtherance of the objectives of the **Plan** and Project.
8. Relocation costs to the extent that a municipality determines that relocation costs ~~shall~~ be **paid** or is required to make payment of relocation costs by Federal or state **law**.
9. Payments in lieu of taxes.

10. Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one (1) or more taxing districts, provided that such costs: (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act (as defined in the Act) and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code (as defined in the Act).
11. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - (A) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - (B) such payments in any (1) one year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project **during** that year;
 - (C) if there are not sufficient funds available in the special tax allocation fund to **make the** payment pursuant to this provision then the amounts so due **shall** accrue and be payable when **sufficient funds** are available in the special tax allocation fund;
 - (D) the total of such interest payments **paid** pursuant to the Act may not exceed thirty percent (30%) of the total: (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs **incurred** by a municipality pursuant to the Act; and

- (E) the thirty percent (30%) limitation in (B) and (D) above may be increased to up to seventy-five percent (75%) of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- 12. An elementary, secondary or unit school district's increased costs attributable to assisted housing units as provided in the Act.
- 13. Up to fifty percent (50%) of the cost of construction, renovation and/or rehabilitation of **all** low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act.
- 14. The cost of day care services for children of employees from low-income families working for businesses located ~~within~~ the redevelopment project area and **all** or a ~~portion~~ of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed eighty percent (80%) of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

A. Most Recent Equalized Assessed Valuation.

The purpose of identifying the most recent equalized assessed **valuation** (E.A.V.) of the Area is to provide an estimate of the initial E.A.V. which the Cook County Clerk will certify for the purpose of annually calculating the incremental E.A.V. and incremental property taxes of the Area. The 1998 E.A.V. of **all** taxable parcels in the Area is approximately Thirty-three Million Seven Hundred Thousand Dollars (\$33,700,000). This total E.A.V. amount, by P.I.N., is **summarized** in 1998 E.A.V. by Tax Parcel included as Attachment Four of the Appendix. The E.A.V. is subject to verification by the Cook County Clerk. After verification, the **final** figure shall be certified by the Cook County Clerk, and shall become the Certified Initial E.A.V. from which all incremental property taxes in **the Area** will be calculated by Cook County. If the 1998 E.A.V. **shall** become available prior to the date of the adoption of the Plan by the City Council, the City may update the Plan by replacing the 1997

E.A.V. with the 1998 E.A.V. without further City Council action.

B. Redevelopment Valuation.

Contingent on the adoption of this Plan, it is anticipated that several major private developments and/or improvements may occur within the Area. The private redevelopment investment and anticipated growth that will result from redevelopment and rehabilitation activity in this Area is expected to increase the equalized assessed valuation by approximately Five Million Dollars (\$5,000,000) to Ten Million Dollars (\$10,000,000). This is based, in part, upon an assumption that the vacant buildings and underutilized properties in the Area will be improved and increase in assessed value. These actions will stabilize values in the remainder of the Area and further stimulate rehabilitation and expansion of existing viable businesses.

C. Sources Of Funds.

The **primary** source of funds to pay for Redevelopment Project Costs associated with implementing the Plan shall be funds collected pursuant to tax increment allocation financing to be adopted by the City in connection with the Plan. Under such financing, tax increment revenue resulting from increases in the E.A.V. of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special **Tax Allocation Fund** shall be used to pay Redevelopment Project Costs and retire any obligations incurred to finance Redevelopment Project Costs.

In order to expedite the implementation of the Plan and construction of **the** public improvements and projects, the City of Chicago, pursuant to the authority granted to it under the Act, may issue bonds or other obligations to pay for the eligible Redevelopment Project Costs. These obligations may be secured by future revenues to be collected and allocated to the Special **Tax Allocation Fund**. The City may also incur redevelopment project costs which are paid for from the funds of the City other than incremental taxes, **and** the City may then be reimbursed for such costs **from** incremental taxes.

If available, revenues from other economic development **funding** sources, public or private, **will** be utilized. These may include City, state and federal programs, local retail sales tax, applicable revenues from any **adjoining** tax increment **financing** areas and land disposition proceeds from the sale of **land** in the Area, as well as **other** revenues. The final decision concerning redistribution of yearly tax increment revenues may be made a **part** of a bond ordinance.

The Area is presently contiguous to the Northwest Industrial Comdor Redevelopment Project Area and the Irving/Cicero Redevelopment Project Area, and in the future, may be contiguous to, or be separated only by a public right-of-way from, other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Area made available to support such contiguous redevelopment project areas or areas separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Area, shall not at any time exceed the total Redevelopment Project Costs described in this Plan.

The Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.61-1, et seq., as amended). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Plan that net revenues from the Area be made available to support any such redevelopment project areas and vice versa. The City therefore proposes to utilize net incremental revenues received from the Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Area and such areas. The amount of revenue from the Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table Three of this Redevelopment Plan.

D. Nature And Term Of Obligation.

Without excluding other methods of City or private financing, a major source of funding will be those deposits made into the Special Tax Allocation Fund of monies received from the taxes on the increased value (above the initial equalized assessed value) of real property in the Area. These monies may be used to repay private or public sources for the expenditure of funds made as Redevelopment Project Costs for applicable public or private redevelopment activities noted above, or may be used to amortize T.I.F. obligations, issued pursuant to this Plan, for a term not to exceed twenty (20) years bearing an annual interest rate as permitted by law. Revenues received in excess of one hundred percent (100%) of funds necessary for the payment of principal and interest on the bonds and not needed for other redevelopment project costs or early bond retirements may be declared as surplus

and become available for distribution annually to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the project or the bonds. One (1) or more bond issues may be sold at any time in order to implement this Plan.

E. Completion Of Redevelopment Project And Plan.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31st of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this redevelopment project area is adopted (By December 31, 2024).

F. Commitment To Fair Employment Practices, Affordable Housing And Affirmative Action Plan.

The City is committed to **and will affirmatively** implement the following principles in redevelopment agreements with respect to this Plan:

1. The assurance of equal opportunity in all personnel and employment actions, including, but not limited to: **hiring**, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
2. Redevelopers **will** meet City of Chicago standards for participation of Minority Business Enterprises and Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
3. This commitment to **affirmative** action will ensure that **all members** of the protected groups are sought out to compete for **all** job openings and promotional opportunities.
4. The City requires **that** developers who receive T.I.F. assistance for market rate housing set aside twenty percent (20%) of the units to meet **affordability** criteria established by the City's **Department** of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons **earning** no more **than** one hundred twenty percent (120%) of the area median income, and affordable rental units should be affordable to persons earning no more than eighty percent

(80%) of the area median income.

In order to implement these principles, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the City shall be required to agree to the principles set forth in this section.

G. Amending The Redevelopment Plan.

This Plan may be amended in accordance with the provisions of the Act. In addition, the City shall adhere to all reporting requirements and other statutory provisions.

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs (such as, for example, to include the cost of construction of residential housing), or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interests costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as eligible costs under the Redevelopment Plan. In the event of such amendment(s), the City may add any new eligible redevelopment project costs as a line item in Table Three (which sets forth the T.I.F. eligible costs for the Redevelopment Plan), or otherwise adjust the line items in Table Three without amendment to this Redevelopment Plan.

In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment project costs without further amendment to this Redevelopment Plan.

H. Conformity Of The Plan For The Area To Land Uses Approved By The Planning Commission Of The City.

This Plan and the Project described herein include the generalized land uses set forth on the Generalized Land-Use Plan, as approved by the Chicago Plan Commission prior to the adoption of the Plan by the City of Chicago.

1. Housing Impact And Related Matters.

The Area contains one (1) single-family building, four (4) multi-family buildings and fifty-one (51) mixed-use buildings with upper story residential for a total of three hundred fifty-nine (359) units. Three hundred twenty-one (321) of the three hundred fifty-nine (359) residential units in the Area are inhabited. Because the Area includes a significant number of residential units, information is provided regarding this Plan's potential impact on housing.

Included in the Plan is (Sub)Exhibit C, Generalized Land-Use Plan, included as Attachment Two of the Appendix. This map, when compared to (Sub)Exhibit B, Existing Land-Use Assessment Map, indicates that there are parcels of real property on which there are buildings containing residential units that could be removed if the Plan is implemented in accordance with the Generalized Land-Use Plan, and that to the extent those units are inhabited, the residents thereof might be displaced. The Plan also includes information on the condition of buildings within the Area. Some of the residential buildings exhibit a combination of characteristics such as dilapidation or deterioration, excessive vacancies and obsolescence which might result in a building's removal and the displacement of residents, during the time that this Plan is in place.

The number and type of residential buildings in the Area potentially affected by this Plan were identified during the building condition and land-use survey conducted as part of the eligibility analysis for the Area. A good faith estimate and determination of the number of residential units within each such building, whether such residential units were inhabited and whether the inhabitants were low-income or very low-income households were based on a number of research and analytical tools including, where appropriate, physical building surveys, data received from building owners and managers and data bases maintained by the City's Department of Planning and Development, Cook County tax assessment records and census data.

Any buildings containing residential units that may be removed and any displacement of residents of inhabited units projected herein are expressly intended to be within the contemplation of the comprehensive program intended or sought to be implemented pursuant to this Plan. To the extent that any such removal or displacement will affect households of low-income and very low-income persons, there shall be provided affordable housing and relocation assistance not less than that which would be provided under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may either be existing or newly constructed housing and the City shall make a good faith effort to ensure that the affordable housing is located in or near the Area. For the purposes hereof, "low-income households", "very low-income households" and "affordable households"

shall have the meanings set forth in the Illinois Affordable Housing Act.

Map And Survey Overview.

As noted, based on the Plan's land-use map shown in (Sub)Exhibit C, Generalized Land-Use Plan, included as Attachment Two of the Appendix, when compared to (Sub)Exhibit B, Existing Land-Use Assessment Map, also included in Attachment Two of the Appendix, there are certain parcels of property currently containing residential uses and units that, if the Plan is implemented in accordance with the Generalized Land-Use Plan, could result in such buildings being removed. There are three hundred twenty-one (321) occupied residential units reflected on the Existing Land-Use Assessment Map that would be removed if the Generalized Land-Use Plan were implemented. Of this number, seventy-two (72) are estimated to be occupied by residents classified as low-income and ninety-six (96) are estimated to be occupied by residents classified as very low-income.

In instances where residential uses on the Existing Land-Use Assessment Map (Appendix, Attachment 2, (Sub)Exhibit B) are identified as a land-use designation indicating a combination of residential and other use, as shown on the Generalized Land-Use Plan (Appendix, Attachment 2, (Sub)Exhibit C), the future land-use may continue to be residential.

The Appendix contains references to reflect the parcels containing buildings and units of residential housing that are impacted by the discussion presented in the previous paragraphs. In Attachment Four of the Appendix those properties referenced above are identified with an *.

[(Sub)Exhibits "A", "B", "C", "D", "E" and "F" of Attachment Two --
Maps and Plan Exhibits referred to in this Revision Number 2
to Belmont/Cicero Tax Increment **Financing** Redevelopment
Plan and Project printed on pages 26838
through 26843. of **this** Journal.]

[Attachment Four -- 1998 Estimated E.A.V. by **Tax** Parcel referred
to in this Revision Number 2 to Belmont/Cicero Tax Increment
Financing Redevelopment **Plan** and Project printed on
pages 26844 through 26852 of this Journal.]

[Location Map and Table Two referred to in this Revision Number 2 to Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project printed on pages 26853 through 26854 of this Journal.]

Attachment One -- Eligibility Study and Attachment Three -- Legal Description referred to in this Revision Number 2 to the Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project read as follows:

Attachment One.

(To Revision Number 2 To Belmont/Cicero Tax Increment Financing Redevelopment Plan And Project)

Eligibility Study.

Revision Number 2.

*Belmont/Cicero Avenue Tax Increment Financing
Redevelopment Plan And Project.*

September 1, 1999.

(Revised As Of October 29, 1999)

(Revised As Of January 6, 2000)

I.

Introduction

PGAV Urban Consulting (the "Consultant") has been retained by the City of Chicago (the "City") to prepare a Tax Increment Financing Redevelopment Plan and Project for the proposed redevelopment project area known as the Belmont/Cicero Redevelopment Area (the "Area"). Prior to preparation of the Plan, the Consultant undertook various surveys and investigations of the Area to determine whether the Area, containing all or part of forty-nine (49) full or partial City blocks and approximately ninety-nine (99) acres, qualifies for designation as a tax increment financing district, pursuant to the Illinois Tax increment Allocation Redevelopment

Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"). This report summarizes the analyses and findings of the Consultant's work. This assignment is the responsibility of PGAV Urban Consulting who has prepared this Eligibility Study with the understanding that the City would rely: 1) on the findings and conclusions of this Eligibility Study in proceeding with the designation of the Area as a redevelopment project area under the Act, and 2) on the fact that PGAV Urban Consulting has obtained the necessary information to conclude that the Area can be designated as a redevelopment project area in compliance with the Act.

Following this introduction, Section II presents background information of the Area including the geographic location, description of current conditions and area data; Section III documents the building condition assessment and qualifications of the Area as a conservation area under the Act. Section IV, Summary and Conclusions, documents the findings of the Eligibility Study.

This Eligibility Study is a part of the overall tax increment redevelopment plan (the "Plan") for the Area. Other portions of the Plan contain information and documentation as required by the Act for a redevelopment plan.

II.

Background Information

A. Location And Size Of Area.

The Area is located approximately eight (8) ~~miles~~ northwest of downtown Chicago. The Area contains approximately ninety-nine (99) acres and consists of forty-nine (49) (full and partial) blocks. The Area consists of two (2) linear commercial corridors connected at Cicero and Belmont Avenues and is adjacent to the Northwest Industrial Corridor Redevelopment Project Area on the south and the Irving/Cicero Redevelopment Project Area on the north. The Area includes property that flanks Cicero Avenue, from Grace Street on the north to Montana Street on the south and Belmont Avenue, from Cicero Avenue on the east to Leclaire Avenue on the west. The Area generally includes the block face to the respective parallel alley on both sides of the streets noted above.

The boundaries of the Area are described in the Legal Description included as Attachment Three of the Appendix of the Redevelopment Plan and are geographically shown on (Sub)Exhibit A, Boundary Map included in Attachment Two of the Appendix of the Redevelopment Plan. Existing land uses are identified on (Sub)Exhibit B, Existing Land-Use Assessment Map included as Attachment Two

of the Appendix of the Redevelopment Plan.

B. Description Of Current Conditions.

As noted previously, the Area consists of forty-nine (49) (full and partial) city blocks and ninety-nine (99) acres. The Area contains one hundred seventy-three (173) buildings and three hundred seventy-seven (377) parcels. Of the estimated ninety-nine (99) acres in the Area, the land-use breakdown (shown as a percentage of gross land within the Area) is as follows:

Land-Use	Percentage Of Gross Land Area
Residential	0.4
Industrial	0.4
Commercial	46.9
Institutional and Related	13.4
Vacant/ Undeveloped Land	0.3
Public Right-of-way	38.6

Much of the Area is in need of redevelopment, rehabilitation or revitalization and is characterized by:

- obsolescence (sixty percent (60%) of buildings or parcels);
- excessive land coverage (seventy-one percent (71%) of buildings or site improvements);
- depreciation of physical ~~maintenance~~ (seventy-five percent (75%) of buildings or site improvements); and
- lack of community planning (seventy-one percent (71%) of **buildings** or parcels).

The Area on the whole has not been subject to growth and investment and is not expected to do so without the adoption of the Plan. Age and the requirements of contemporary commercial and industrial tenants have caused portions of the Area and its building stock to decline and may result in further disinvestment in the Area. Along Cicero Avenue and Belmont Avenue, vacancies in commercial buildings and depreciation of physical maintenance are present and evidence a need to revitalize the area through the Plan.

Prior efforts by the City, Area leaders and residents, businesses and neighborhood groups have met with Limited success. The City has continued ongoing maintenance on public infrastructure. However, these efforts have not been able to address the needs of the Area properties.

The City and the State of Illinois ("State") have also included a portion (Cicero Avenue) of the Area in Enterprise Zone Number Five as shown on (Sub)Exhibit F, Enterprise Zone Map included in Attachment Two of the Appendix of the Redevelopment Plan. However, this initiative only covers the right-of-way of Cicero Avenue and cannot reverse decline in Area properties.

From 1994 through 1998, the City of Chicago equalized assessed value increased from Thirty Billion One Hundred Million Dollars (\$30,100,000,000) to Thirty-three Billion Nine Hundred Million Dollars (\$33,900,000,000) according to Cook County records. This represents a gain of Three Billion Eight Hundred Million Dollars (\$3,800,000,000) (annual average of two and seven-tenths percent (2.7%)) during this five (5) year period. In 1994 the equalized assessed value of Cook County was Sixty-seven Billion Eight Hundred Million Dollars (\$67,800,000,000) and grew to Seventy-eight Billion Five Hundred Million Dollars (\$78,500,000,000) in 1998. This represents a gain of Ten Billion Seven Hundred Million Dollars (\$10,700,000,000) (annual average of two and eight-tenths percent (2.8%)) during this five (5) year period. In 1998 the E.A.V. of the Area was Thirty-three Million Seven Hundred Thousand Dollars (\$33,700,000). This figure represents approximately One Million Five Hundred Thousand Dollars (\$1,500,000) increase in E.A.V. since 1994. The average rate of increase in E.A.V. of the Area has only been one and two-tenths percent (1.2%) annually since 1994. Further, approximately two and nine-tenths percent (2.9%) of the properties in the Area are delinquent in the payment of 1997 real estate taxes and one hundred four (104) building code violations have been issued on buildings since January of 1994 according to information provided by the City of Chicago Department of Buildings.

Of the one hundred seventy-three (173) buildings in the Area, only two (2) major new buildings have been built since January of 1994 according to building permit information provided by the City of Chicago Department of Buildings. Both of these buildings were commercial buildings. Approximately seventy-seven percent (77%) of the buildings in the Area are thirty-five (35) years old or older.

A small percentage of buildings has been vacant for more than one (1) year and has not generated private development interest. There is approximately sixty thousand (60,000) square feet of vacant commercial floor space in the Area which suggest that the Area may experience additional decline and that market acceptance of portions of the Area is not favorable.

It is clear from the study of this Area and documentation in this Eligibility Study (commercial vacancies, properties that are tax delinquent, absence of significant new development, E.A.V. growth lagging behind surrounding areas, et cetera) that private revitalization and redevelopment is not occurring and may cause the Area to become blighted. The Area is not reasonably expected to experience significant development without the aggressive efforts and leadership of the City, including the adoption of the Plan.

C. Area Data And Profile.

Public Transportation.

A description of the transportation network of the Area is provided to document the availability of public transportation at the present and for future potential needs of the Area. The frequent spacing of C.T.A. bus lines and direct connection service to various C.T.A. train and Metra station locations provides the Area with adequate commuter transit alternatives.

The Belmont/Cicero Redevelopment Area is served by several C.T.A. bus routes. These routes include:

- North/South Route:
 - Route 54: Cicero Avenue.

-- East/West Route:

- Route 152: Addison Street.
- Route 77: Belmont Avenue.
- Route 76: Diversey Avenue.

Route 152 (Addison Street) and Route 77 (Belmont Avenue) both have direct connection to the C.T.A. Blue Line to the east. Route 54 (Cicero Avenue) has direct connection to the C.T.A. Blue Line to the south at the Cicero station and to the north at the Montrose station.

Access to Metra commuter rail is provided through direct connecting bus routes. The Cicero Avenue (Route 54) route provides a direct connection to the Metra Milwaukee District North Line to Fox Lake at the Mayfair station and the Addison bus (Route 152) provides a direct connection route to this line at the Grayland station east of the Area.

Street System.

Region.

Access to the regional street system is primarily provided via the Kennedy Expressway (I-90/94) located approximately one (1) mile to the north of the northern portion of the Area. Cicero Avenue is designated as State Highway 50.

Street Classification.

Cicero Avenue has two (2) travel lanes in each direction. Signalized intersections along Cicero Avenue are located at intersections with arterial class streets. Cicero Avenue carries a large amount of through and local traffic. Truck traffic, both through and local, is common along Cicero Avenue. Belmont Avenue has one (1) travel lane in each direction and a curbside lane that can be used for parking during certain periods.

Parking.

Cicero Avenue and Belmont Avenue have peak-period parking restrictions, which can increase street capacity and improve efficiency. In addition, several

zones have been created adjacent to the Area that limit on-street parking in residential areas through a parking permit program. However, these areas are not widespread. Along Cicero Avenue and Belmont Avenue, limited on-street parking is available. Individual businesses along these streets have narrow street frontage and many buildings cover one hundred percent (100%) of the lot thereby preventing any on-site parking. In some instances, businesses have acquired adjacent or nearby property in order to increase parking for customers and employees in the Area.

Pedestrian Traffic.

Pedestrian traffic is prevalent along both Cicero and Belmont Avenues with the heaviest concentrations located near intersections with arterial class streets.

Historic Structures.

No buildings in the Area were identified as significant in a survey of historic resources undertaken by the City.

Area Decline.

The Area has experienced a gradual decline in its visual image and viability as a commercial corridor. Along Cicero Avenue and Belmont Avenue the effects of age and reuse of many of the commercial structures have resulted in the depreciation of physical maintenance of the building stock of the Area. In addition, the E.A.V. of the Area has declined since 1994.

Along Cicero and Belmont Avenues existing buildings are suffering from a lack of maintenance. In some instances, property uses and appearances are not up to the standards of contemporary commercial development. As can be said for much of the Cicero Avenue corridor through the City, this segment of the street is populated almost exclusively by auto-related uses including new and used car dealerships, auto parts and repair operations and other similar uses.

Along Cicero Avenue, several of the existing commercial uses generally consume entire block frontages with sales lots or buildings covering nearly every square foot of the parcels. In many cases, the structures being used to support these uses were not designed for such uses. In some instances, sales offices are being operated out of buildings that are intended to be temporary structures or were otherwise never intended to support the commercial uses currently present on the sites. Many of the commercial uses along Cicero Avenue generally abut residential

property with only an alley acting as the separation. This proximity of uses has a deleterious effect on the livability and value of adjacent residential property. In addition, off-street parking for employees and customers is nearly non-existent.

The combination of overall parcel size and depth and the age and design of the building stock has meant that these properties generally have limited use for modern commercial operations of any type. Even assembly of sites would mean that any new commercial use would have to conform to a long and narrow parcel configuration -- something not generally acceptable to commercial businesses today. Therefore, these conditions hamper large-scale commercial redevelopment of the parcels and have resulted in vacancy of some of the buildings. In addition, existing businesses in the Area have had difficulty expanding. The departure of any of the commercial businesses in the Area will result in the loss of significant tax revenue to the City.

The physical appearance of some uses along Cicero Avenue also creates a negative image for the Area. Overly large signage, streamers, banners and other attention-grabbing visibility gimmicks create a carnival-like atmosphere along some segments of the Cicero corridor. The combination of this visual clutter, the mix of uses and the marginal image portrayed by some of the uses, results in a streetscape image that is one of clutter and congestion and general decline.

In general, the other structures along Cicero Avenue are also located on narrow lots with limited depth. Narrow lots with limited depth prevent large-scale reuse of the sites for modern commercial development and have resulted in vacancies in commercial buildings.

Along Belmont Avenue, age, obsolete site layouts and excessive site coverage have resulted in limited new commercial development and/or reinvestment in existing development. The early stages of decline that are present in the Area are evidence that the Area is in need of assistance. If assistance is not provided, the factors that are present may influence other portions of the Area and thereby cause the entire Area to become blighted.

The City proposes to use tax increment financing, as well as other economic development resources, when available, to address needs in the Area and induce the investment of private capital. The Area on the whole has not been subject to growth and development through investment by private enterprise and is not likely to do so without the adoption of the Plan.

This Eligibility Study includes the documentation on the qualifications of the Area for designation as a redevelopment project area. The purpose of the Plan is to provide an instrument that can be used to guide the correction of Area problems that cause the Area to qualify, attract new growth to the Area and stabilize existing

development in the Area.

D. Existing Land-Use And Zoning Characteristics.

At the present time, the existing land uses itemized in Table One are predominantly commercial in nature, as seventy-eight and nine-tenths percent (78.9%) of the net area (exclusive of public right-of-way) is commercial. There are no large multi-tenant retail shopping centers in the Area.

Table One, presented below contains a tabulation of land area by land-use category:

Table One.

Tabulation Of Existing Land-Use.

Land-Use	Land Area Gross Acres	Percentage Of Gross Land Area	Percentage Of Net Land Area ⁽¹⁾
Residential	0.4	0.4	0.7
Industrial	0.4	0.4	0.7
Commercial	46.5	46.9	76.4
Institutional	13.3	13.4	21.8
Vacant/ Undeveloped Land	0.3	0.3	0.4
Subtotal -- Net Area	60.9	61.4	100.0
Public Right-of-way	<u>38.3</u>	<u>38.6</u>	<u>NA</u>
TOTAL:	99.2	100.0	NA

Note:

(1) Net land area exclusive of acreage associated with public right-of-way.

The majority of property within the Area is zoned for commercial or business uses as shown on (Sub)Exhibit D, Generalized Existing Zoning Map included in Attachment Two of the Appendix of the Redevelopment Plan. The only significant section of the Area not zoned in a business or commercial category is Foreman High School.

There are also several isolated residential uses in the Area. Residential structures in the Area are a mixture of single-family and multi-family buildings located along Cicero Avenue. Approximately zero and four-tenths percent (0.4%) of the total gross land area or zero and seven-tenths percent (0.7%) of the net land area (exclusive of public right-of-way) in the Area is residential. Along the ~~flanks~~ of the Area residential uses are in close proximity to the commercial corridors that comprise the Area. The boundary separating residential and commercial uses is usually an alley. The lack of parking for customers of commercial uses and limited parking in residential areas has prompted the creation of several permit-parking zones adjacent to some commercial areas. In addition, one (1) institutional use (Foreman High School) is located in the Area.

III.

Qualification Of The Area.

A. Illinois Tax Increment Allocation Redevelopment Act.

The Act authorizes Illinois municipalities to redevelop locally designated deteriorated areas through tax increment financing. In order for an area to qualify as a tax increment financing district, it must first be designated as a blighted area, a conservation area (or a combination of the two (2)) or an industrial park conservation area as defined in Section 5/11-74.4-3(a) of the Act:

"(a) 'Blighted area' means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial Limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of five or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land-use or layout; depreciation of physical maintenance; or lack of community planning, is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired by, (1) a combination

of two or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused railyards, rail tracks or railroad rights-of-way, or (5) the area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one or more improvements in or in proximity to the area which improvements have been in existence for at least five years, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within five years prior to the designation of the redevelopment project area, and which area meets at least one of the factors itemized in provision (1) of this subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

(b) 'Conservation area' means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of three or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land-use or layout; depreciation of physical maintenance; lack of community planning, is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area."

The Act also states at 65 ILCS 5/11-74.4-3(n) that:

****. No redevelopment plan shall be adopted unless a municipality . . . finds that the redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without the adoption of the redevelopment plan."

Vacant areas may also qualify as blighted. In order for vacant land to qualify as blighted, it must first be found to be vacant. Vacant land as described in the statute is:

"any parcel or combination of parcels of real property without commercial, agricultural and residential buildings which has not been used for commercial agricultural purposes within five years prior to the designation of the redevelopment area unless the parcel is included in an industrial park conservation area or the parcel has been subdivided." (65 ILCS 5/11-74.4-3(v)) (1996 State Bar Edition), as amended.

As vacant land, the property may qualify as blighted if the:

"sound growth of the taxing districts is impaired by (1) a combination of two or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such vacant land; flooding on all or part of such land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quames, or (4) the area consists of unused railyards, rail backs or railroad rights-of-way, or (5) the area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one or more improvements in or in proximity to the area which improvements have been in existence for at least five years, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material which were removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within five years prior to the designation of the redevelopment project area and which area meets at least one of the factors itemized in provision (1) of this subsection (a) and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose". (65 ILCS 5/11-74.4-3(a)) (1996 State Bar Edition), as amended.

On the basis of these criteria, the Area is considered eligible and qualifies as a conservation area within the requirements of the Act as documented below.

B. Survey, Analysis And Distribution Of Eligibility Factors.

Exterior surveys of observable conditions were conducted of **all** of the properties located within the Area. **An** analysis was made of each of the conservation area eligibility factors contained in the Act to determine their presence in the Area. This survey examined not only the condition and use of buildings but also included conditions of streets, sidewalks, curbs, gutters, lighting, vacant land, underutilized land, parking facilities, landscaping, fences and walls and general maintenance. In addition, an analysis was conducted on existing site coverage, parking and land uses, and their relationship to the surrounding Area. It was determined that the Area qualifies as a conservation area under the Act.

A building-by-building analysis of the forty-nine (49) blocks was conducted to identify the eligibility factors for the Area (see Conservation Area Factors Matrix, Table Two). Each of the factors relevant to **making** a finding of eligibility is present as stated in the tabulations.

C. Building Evaluation Procedure.

During the field survey noted above, all components of and improvements to the subject properties were **examined** to determine the presence and extent to which conservation area factors exist in the Area. Field investigators from the staff of the Consultant included a registered architect and professional planners. They conducted research and inspections of the Area to ascertain the existence and prevalence of the **various** factors described in the Act and Area needs. These inspectors have been trained in T.I.F. **survey** techniques and have vast experience in similar undertakings. The Consultant's staff was assisted by information obtained **from** the City of Chicago and **various** neighborhood groups. Based on these investigations and qualification requirements and the **determination** of needs and deficiencies in the Area the qualification and the boundary of the Area were determined.

D. investigation **And** Analysis Of Conservation Area Factors.

In **determining** whether the proposed Area meets the eligibility requirements of the Act, various methods of research were used in addition to the field surveys. The **data** include **information** assembled from the sources below:

1. Contacts with local individuals knowledgeable as to Area conditions and history, age of buildings and site improvements, methods of construction, real estate records and related items, as well as examination of existing studies and information related to the Area. In addition, aerial photographs, Sidwell block sheets, et cetera were utilized.
2. Inspection and research as to the condition of local buildings, streets, utilities, et cetera.
3. On-site field inspection of the proposed Area conditions by experienced property inspectors of the Consultant and others as previously noted. Personnel of the Consultant are trained in techniques and procedures of determining conditions of properties, utilities, streets, et cetera and determination of eligibility of designated areas for tax increment financing.
4. Use of accepted definitions and guidelines to determine area eligibility as established by the Illinois Department of Revenue manual in conducting eligibility compliance review for State of Illinois Tax Increment Finance Areas in 1988.
5. Adherence to basic findings of need expressed in the Act:
 - i. There exists in many Illinois municipalities areas that are conservation or blighted areas, within the meaning of the Act.
 - ii. The eradication of blighted areas and the treatment of conservation areas by redevelopment projects are essential to the public interest.
 - iii. These findings are made on the basis that the presence of blight or conditions, which lead to blight, is detrimental to the safety, health, welfare and morals of the public.

E. Analysis Of Conditions In The Conservation Area.

In making the determination of eligibility, each and every property or building in the Area is not required to be blighted or otherwise qualify. It is the Area as a whole that must be determined to be eligible. The following analysis details conditions which cause the Area to qualify under the Act, as a conservation area, per surveys and research undertaken by the Consultant in February and March of 1999:

Age Of Structures,-- Definition.

Age, although not one (1) of the fourteen (14) blighting factors used to establish a conservation area under the Act, is used as a threshold that an area must meet to qualify. In order for an Area to qualify as a conservation area the Act requires that "fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more". In a conservation area, according to the Act, the determination must be made that the Area is, "not yet a blighted area", but because of the presence of certain factors, "may become a blighted area".

Age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures and exposure to the elements over a period of many years. As a rule, older buildings typically exhibit more problems than buildings constructed in later years because of longer periods of active usage (wear and tear) and the impact of time, temperature and moisture. Additionally, older buildings tend not to be ideally suited for meeting modern-day space and development standards. These typical problematic conditions in older buildings can be the initial indicators that the factors used to qualify the Area may be present.

Summary Of Findings Regarding Age.

The Area contains a total of one hundred seventy-three (173) main¹ buildings, of which seventy-seven percent (77%), or one hundred thirty-four (134) buildings are thirty-five (35) years of age or older as determined by field surveys and local research.

Thus the Area meets the threshold requirement for a conservation area in that fifty percent (50%) or more of the structures in the Area are or exceed thirty-five (35) years of age.

(1) Main buildings are defined as those buildings presently located on each parcel that were constructed to accommodate the principal land uses currently occupying the buildings (or prior uses in the case of buildings that are vacant). Accessory structures such as freestanding garages for single-family and or multi-family dwellings, storage sheds, communications towers, etcetera are not included in the building counts. However, the condition of these structures was noted in considering the overall condition of the improvements on each parcel.

1. Dilapidation -- Definition.

Dilapidation refers to an "advanced" state of disrepair of buildings or improvements, or the lack of necessary repairs, resulting in the building or improvement falling into a state of decay. Dilapidation as a factor is based upon the documented presence and reasonable distribution of buildings and improvements that are in an advanced state of disrepair. At a minimum, dilapidated buildings should be those with critical defects in primary structural components (roof, bearing walls, floor structure and foundation), buildings systems (heating, ventilation, lighting, and plumbing) and secondary structural components in such combination and extent that:

- a. major repair is required; or
- b. the defects are so serious and so extensive that the buildings must be removed.

Summary Of Findings Regarding Dilapidation.

Of the one hundred seventy-three (173) buildings in the Area, nineteen (19) buildings, or eleven percent (11%), were found to be in an advanced state of disrepair. The exterior field survey of main buildings in the Area found structures with critical defects in primary structural components such as roofs, bearing walls, floor structure and foundations and in secondary structural components to an extent that major repair or the removal of such buildings is required.

2. Obsolescence -- Definition.

An obsolete building or improvement is one which is becoming obsolete or going out of use -- not entirely disused, but gradually becoming so. Thus, obsolescence is the condition or process of falling into disuse.

Obsolescence, as a factor, is based upon the documented presence and reasonable distribution of buildings and other site improvements evidencing such obsolescence. Examples include:

- a. **Functional Obsolescence:** Structures are typically built for specific uses or purposes and their design, location, height and space arrangement are each intended for a specific occupancy at a given time. Buildings are obsolete when they contain characteristics or deficiencies that limit the use and marketability of such buildings. The characteristics may include

loss in value to a property resulting from an inherent deficiency existing from poor design or layout, improper orientation of building on site, et cetera, which detracts from the overall usefulness or desirability of a property. Obsolescence in such buildings is typically difficult and expensive to correct.

- b. **Economic Obsolescence:** Economic obsolescence is normally a result of adverse conditions that cause some degree of market rejection, and hence, depreciation in market values. Typically, buildings classified as dilapidated and buildings that contain vacant space are characterized by problem conditions, which may not be economically curable, resulting in net rental losses and/or depreciation in market value.
- c. **Obsolete Platting:** Obsolete platting would include parcels of limited or narrow size and configuration or parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements. Plats that created in adequate right-of-way widths for streets, alleys and other public rights-of-way or which omitted easements for public utilities should also be considered obsolete.
- d. **Obsolete Site Improvements:** Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, et cetera, may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this obsolescence may include inadequate utility capacities, outdated designs, et cetera.

Summary Of Findings Regarding Obsolescence.

The field survey of **main buildings** and parcels in the Area found that certain buildings and parcels exhibit characteristics of obsolescence. Obsolete buildings or site improvements comprised sixty percent (60%) or one hundred four (104) of the one **hundred** seventy-three (173) buildings in the Area. Obsolete site improvements in the form of **secondary structures** exist throughout the Area.

3. Deterioration -- Definition.

Deterioration refers to physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. While deterioration may be evident in basically sound buildings (i.e., lack of painting, loose or missing materials, or

holes and cracks over limited areas), such deterioration can be corrected through normal maintenance. Such deterioration would not be sufficiently advanced to warrant classifying a building as being deteriorated or deteriorating within the purposes of the Act.

Deterioration, which is not easily correctable in the course of normal maintenance, may also be evident in buildings. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (i.e., doors, windows, porches, gutters and downspouts, fascia materials, et cetera), and major defects in primary building components (i.e., foundations, frames, roofs, et cetera), respectively.

The conditions of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may also evidence deterioration in the form of surface cracking, crumbling, potholes, depressions, loose paving materials, weeds protruding through the surface, et cetera.

Deterioration is the presence of structural and non-structural defects which are not correctable by normal maintenance efforts, but which require rehabilitation.

Summary Of Findings Regarding Deterioration.

Throughout the Area, deteriorating conditions were recorded on twenty-three percent (23%) or thirty-nine (**39**) of the one hundred seventy-three (173) buildings. The exterior field survey of main buildings in the Area found structures with major defects in the secondary structural components, including windows, doors, gutters, downspouts, porches, chimneys, fascia materials, parapet walls, et cetera. There were also numerous secondary structures exhibiting deterioration on exterior **building** facades.

In addition, ~~several~~ sections of streets, sidewalks and curbs in the Area also exhibit signs of deterioration. These include:

- Sidewalks and sections of curb along Cicero Avenue and Belmont Avenue were observed to be broken or cracked to an extent that would require replacement.

4. Illegal Use Of Individual Structures -- Definition.

This factor applies to the use of structures in violation of applicable national, state or local laws, and not to legal, nonconforming uses. Examples of illegal uses may include, but not be limited to, the following:

- a. illegal home occupations;
- b. conduct of any illegal vice activities such as gambling or drug manufacture;
- c. uses not in conformance with local zoning codes and not previously grandfathered in as legal nonconforming uses;
- d. uses involving manufacture, sale, storage or use of dangerous explosives and firearms.

Summary Of Findings Regarding Illegal Use Of Individual Structures.

Illegal use of individual structures was recorded in two percent (2%) or four (4) of the one hundred seventy-three (173) buildings in the Area.

5. Presence Of Structures Below **Minimum** Code Standards -- Definition.

Structures below minimum code standards include all structures that do not meet the standards of **zoning**, subdivision, and State building laws and regulations. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from various types of occupancy, to be **safe** for **occupancy against** fire and similar hazards, and/or establish **minimum** standards essential for safe and sanitary habitation. Structures below **minimum** code are characterized by defects or deficiencies **that** threaten health and safety.

Summary Of Findings Regarding Presence Of Structures Below **Minimum** Code Standards.

Throughout the Area, structures below minimum code were recorded in seventeen percent (17%) or thirty (30) of the one hundred seventy-three (173) buildings in the Area. The exterior field **survey** of main buildings in the Area found structures not in conformance with local **zoning** and building codes and

structures not safe for occupancy because of fire and similar hazards

6. Abandonment -- Definition.

Abandonment usually refers to the relinquishing of all rights, title, claim and possession with intention of not reclaiming the property or resuming its ownership, possession or enjoyment. However, in some cases a determination of abandonment is appropriate if the occupant walks away without legally relinquishing title. For example, a structure not occupied for twelve (12) months should probably be characterized as abandoned.

Summary Of Findings Regarding Abandonment.

The field investigation indicated two (2) buildings or one percent (1%) of the total one hundred seventy-three (173) buildings were abandoned. These buildings appeared to have been vacant for more than twelve (12) months. It should be noted that these buildings represent a portion of the total vacant floor space in the Area.

7. Excessive Vacancies -- Definition.

Establishing the presence of this factor requires the identification, documentation and mapping of the presence of vacant buildings which are unoccupied or underutilized and which represent an adverse influence on the Area because of the frequency, extent or duration of such vacancies. It includes properties which evidence no apparent effort directed toward occupancy or utilization and **partial** vacancies.

Summary Of Findings Regarding Excessive Vacancies.

The field investigation indicates that fourteen (14) **buildings**, eight percent (8%) of the total one hundred seventy-three (173) buildings, exhibited excessive vacancy of floor space. There is in excess of **sixty** thousand (60,000) square feet of vacant commercial floor space in the Area. In some instances this vacant floor space has not been utilized for extended time periods.

8. Overcrowding Of Structures And Community Facilities -- Definition.

Overcrowding of structures and community facilities refers to utilization of public or private buildings, facilities or properties beyond their reasonable or legally permitted capacity. Overcrowding is frequently found in buildings and improvements originally designed for a specific use and later converted to accommodate a more intensive use of activities without adequate provision for minimum floor area requirements, privacy, ingress and egress, loading and services, capacity of building systems, et cetera.

Summary Of Findings Regarding Overcrowding Of Structures And Community Facilities.

Throughout the Area, overcrowding of structures was observed in two percent (2%) or four (4) of the one hundred seventy-three (173) buildings in the Area.

9. Lack Of Ventilation, Light Or Sanitary Facilities -- Definition.

Many older structures fail to provide adequate ventilation, Light or sanitary facilities. This is also a characteristic often found in illegal or improper building conversions and in commercial buildings converted to residential usage. Lack of ventilation, light or sanitary facilities is presumed to adversely affect the health of building occupants (i.e., residents, employees or visitors).

Typical requirements for ventilation, Light and sanitary facilities include:

- a. adequate mechanical ventilation for air circulation in spaces/rooms without windows (i.e., bathrooms, dust, odor or smoke-producing activity areas);
- b. adequate natural light and ventilation by means of skylights or windows for interior rooms/spaces, and proper window sizes and amounts by room area to window area ratios;
- c. adequate sanitary facilities (i.e., garbage storage/enclosure, bathroom facilities, hot water and kitchen); and
- d. adequate ingress and egress to and from all rooms and units.

Summary Of Findings Regarding Lack Of Ventilation, Light Or Sanitary Facilities.

No evidence of this factor was documented in the Area.

10. Inadequate Utilities -- Definition.

Inadequate utilities refers to deficiencies in the capacity or condition of utilities which service a property or area, including, but not limited to, storm drainage, water supply, electrical power, sanitary sewers, gas and electricity.

Summary Of Findings Regarding Inadequate Utilities.

No evidence of this factor was documented in the Area.

11. Excessive Land Coverage -- Definition.

This factor may be documented by showing instances where building coverage is excessive. Excessive coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and/or shape in relation to present-day standards of development for health and safety, and multiple buildings on a single parcel. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of fire due to close proximity to nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provision for loading or service. Excessive land coverage has an adverse or blighting effect on nearby development as problems associated with lack of parking or loading areas impact adjoining properties.

Summary Of Findings Regarding Excessive Land Coverage.

Structures exhibiting one hundred percent (100%) lot coverage with party or firewalls separating one (1) structure from the next is a historical fact of high-density urban development. This is a common situation found throughout the Area.

Numerous commercial businesses are located in structures that cover one hundred percent (100%) of their respective lots. Other businesses are utilizing one hundred percent (100%) of their lot for business operations. These conditions typically do not allow for off-street loading facilities for shipping operations or do not provide parking for patrons and employees. The impact of this is that often parking occurs on adjacent residential streets or patrons are discouraged from shopping in some areas due to the lack of adequate parking. In addition, delivery trucks were observed off-loading goods at the curb. In addition, trucks associated with delivery of vehicles to the auto-related uses along Cicero Avenue were observed off-loading vehicles in the middle of Cicero Avenue as part of what appeared to be normal delivery operations.

In the Area, seventy-one percent (71%) or one hundred twenty-two (122) of the one hundred seventy-three (173) structures revealed significant evidence of excessive land coverage.

12. Deleterious Land-Use Or Layout -- Definition.

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses which may be considered noxious, offensive or environmentally unsuitable.

Summary Of Findings Regarding Deleterious Land-Use Or Layout.

As in many communities which evolved over the years, commercial uses have merged with residential uses in the Area. It is not unusual to find small pockets of isolated residential buildings within a predominantly commercial area. Although these areas may be excepted by virtue of age ("grandfather") clauses as legal non-conforming uses, they are, nonetheless, incompatible land uses inasmuch as the predominant character of the Area is commercial. As noted previously, seventy-six and four-tenths percent (76.4%) of the net acreage of the Area (minus streets and public rights-of-way) is used for commercial purposes. The Area contains approximately four (4) residential structures. Along Cicero Avenue, second (2nd) floor residential uses are present in some of the commercial buildings that are more than one (1) story. This is indicative of building design during the period in which many of the Area buildings were built. In urban centers, commercial buildings were typically designed so that shop owners could live above their stores. In addition, there are commercial uses that are inappropriate for this type of commercial corridor. Examples would include locations with outside storage, truck deliveries or operations that are deleterious to the residential neighborhoods that border the corridors. The combination of limited on-site parking and high density commercial and residential development

in close proximity causes conflicts in traffic, parking and environmental conditions that has promoted deleterious use of land in some portions of the Area. Ten percent (10%) or seventeen (17) of the one hundred seventy-three (173) structures in the Area were considered to be deleterious uses.

13. Depreciation Of Physical Maintenance -- Definition.

This factor considers the effects of deferred maintenance and the lack of maintenance of buildings, improvements and grounds comprising the Area. Evidence to show the presence of this factor may include, but is not limited to, the following:

- a. Buildings: unpainted or unfinished surfaces; paint peeling; loose or missing materials; sagging or bowing walls, floors, roofs and porches; cracks; broken windows; loose gutters and downspouts; loose or missing shingles; damaged building areas still in disrepair; et cetera. This information may be collected as part of the building condition surveys undertaken to document the existence of dilapidation and deterioration.
- b. Front yards, side yards, back yards and vacant parcels: accumulation of trash and debris; broken sidewalks; lack of vegetation; lack of paving and dust control; potholes, standing water; fences in disrepair; lack of mowing and pruning of vegetation, et cetera.
- c. Public or private utilities: Utilities that are subject to interruption of service due to on-going maintenance problems such as leaks or breaks, power outages or shut-downs, or inadequate levels of service, et cetera.
- d. Streets, alleys and parking areas: potholes; broken or crumbling surfaces; broken curbs and/or gutters; areas of loose or missing materials; standing water, et cetera.

Summary Of Findings Regarding Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is widespread throughout the Area. A majority of the parcels in the Area exhibit characteristics that show a depreciation of physical maintenance. Of the one hundred seventy-three (173) main buildings in the Area, seventy-five percent (75%) or one hundred twenty-nine (129) of the buildings are impacted by a depreciation of physical maintenance, based on the field surveys conducted. These are combined characteristics in building and site improvements.

Many parking and yard areas in the Area exhibit signs of depreciation of physical maintenance due to deteriorating paving or lack of sealing; debris storage, abandoned vehicles, lack of mowing and pruning of vegetation.

14. Lack Of Community Planning -- Definition.

This may be counted as a factor if the Area developed prior to or without the benefit or guidance of a community plan. This means that no community plan existed or it was considered inadequate, and/or was **virtually** ignored during the time of the Area's development. Indications of a lack of community planning include:

1. One-way street systems that exist with little regard for overall systematic traffic planning.
2. Street parking existing on streets that are too narrow to accommodate two-way traffic and street parking.
3. Numerous commercial/industrial properties exist that are too small to adequately accommodate appropriate off-street parking and loading requirements.

Summary Of Findings Regarding Lack Of Community Planning.

The field investigation indicates that seventy-one percent (71%) or one hundred twenty-two (122) of the one hundred seventy-three (173) main buildings in the Area exhibit a **lack of community planning**.

The majority of ~~the~~ property **within** the Area developed **during** the 1920s and 1930s. **During this** period the majority of property was developed with Limited on-site parking. Patrons of commercial businesses generally **walked** to their destination from adjacent neighborhoods or utilized public transportation. **This** situation often conflicts with contemporary use of the automobile for a means of transportation and the increase in patrons utilizing shopping alternatives outside of their local shopping area. Because **parking** is generally not provided on-site, patrons are **limited** to utilizing on-street **parking**. Given that the majority of commercial uses exist on one (1) or two (2) narrow lots, parking is also limited to one (1) or two (2) spaces in front of a commercial use. ~~Often~~ the commercial operation is of a nature **that** would require **significantly** more spaces **than** are available in front of their respective **building**. If the spaces are being utilized, patrons are forced to utilize parking spaces on adjacent residential streets or move

further up the block thus infringing on the availability of parking for another business. In addition, on-street parking provides no provisions for handicapped access or handicapped reserved spaces thereby limiting the accessibility of some segments of the population.

Loading requirements for commercial businesses have also changed over time. Several instances were observed where goods were being off-loaded at the curb or in a travel lane of one (1) of the streets that comprise the Area. In previous eras, delivery vehicles were often smaller and utilized access to properties via alleys. However, given the nature of some of the uses in the Area, unloading of goods is often done at the curb because delivery trucks are too large to access narrow alleys at the rear of commercial uses. One (1) example of this condition is in regard to the automotive sales lots that line Cicero Avenue. In several instances, tractor-trailers were unloading vehicles in travel lanes of Cicero Avenue due to an inability to access the alley.

In addition, there are several billboards and large signs located throughout the area. The presence of billboards is unsightly and conflicts with the neighborhood commercial nature of the Area. The profusion, size and deteriorated quality of Area signage detracts from the Area's visual character.

F. Conclusion Of Investigation Of Conservation Area Factors For The Redevelopment Project Area.

The Area is impacted by a number of conservation area factors. As documented herein, the presence of these factors qualifies the Area as a conservation area. The Plan includes measures designed to reduce or eliminate the deficiencies which cause the Area to qualify consistent with other redevelopment project areas that the City of Chicago has implemented to revitalize commercial corridors.

The underutilization of commercial storefronts and lower levels of economic activity mirror the experience of other large urban centers and further illustrates the trend line and deteriorating conditions of the neighborhood. Vacancies in commercial buildings and depreciation of physical maintenance are further evidence of declining conditions in the Area. The lack of significant private investment throughout the Area and limited evidence of business reinvestment in the Area are further evidence of the need for the assistance provided by tax increment financing. To some degree, this lack of private investment may also be related to the inability of existing property owners to acquire adjacent properties and developers to assemble the properties due to the cost of acquisition of developed property.

The City and the State of Illinois have designated eighteen and five-tenths percent (18.5%) of the Area as the State of Illinois Enterprise Zone Number 5. However, this designation only covers the right-of-way of Cicero Avenue and does not cover any of the real property within the Area.

IV.

Summary And Conclusion

The conclusion of P.G.A.V. Urban Consulting is that the number, degree and distribution of conservation area eligibility factors in the Area as documented in this Eligibility Study warrant the designation of the Area as a conservation area. The summary table below highlights the factors found to exist in the Area which cause it to qualify as a conservation area.

A. Conservation Area Statutory Factors.

Factor ⁽¹⁾	Existing In Area
Age ⁽²⁾	77% of buildings are or exceed 35 years of age
1. Dilapidation	Minor Extent
2. Obsolescence	Major Extent
3. Deterioration	Minor Extent

Notes:

- (1) Only three (3) factors are required by the Act for eligibility. Twelve (12) factors are present in the Area. Four (4) factors were found to exist to a major extent and eight (8) were found to exist to a minor extent.
- (2) Age is not a blighting factor for designation but rather a threshold that must be met before an area can qualify as a conservation area.

Factor"	Existing In Area
4. Illegal use of individual structures	Minor Extent
5. Presence of structures below minimum code standards	Minor Extent
6. Abandonment	Minor Extent
7. Excessive vacancies	Minor Extent
8. Overcrowding of structures and community facilities	Minor Extent
9. Lack of ventilation, light or sanitary facilities	--
10. Inadequate utilities	--
11. Excessive land coverage	Major Extent
12. Deleterious land-use or layout	Minor Extent
13. Depreciation of physical maintenance	Major Extent
14. Lack of community planning	Major Extent

While it may be concluded that the mere presence of the stated eligibility factors noted above may be sufficient to qualify the Area as a conservation area, this evaluation was made on the basis that the factors **must** be present to an extent that would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the conservation area eligibility factors must be reasonably distributed throughout the **Area** so that a non-eligible area is not arbitrarily found to be a conservation area simply because of proximity to an area which exhibits conservation area factors.

Notes:

- (1) Only three (3) factors are required by the Act for eligibility. Twelve (12) factors are present in the Area. Four (4) factors were found to exist to a major extent and eight (8) were found to exist to a minor extent.

Research indicates that the Area on the whole has not been subject to growth and development as a result of investment by private enterprise and will not be developed without action by the City. In addition, the E.A.V. growth rate of the Area has grown slower than the City as a whole since 1994. These have been previously documented. All properties within the Area will benefit from the Plan.

The conclusions presented in this Eligibility Study are those of the Consultant. The local governing body should review this Eligibility Study and, if satisfied with the summary of findings contained herein, adopt a resolution making a finding of a conservation area and making this Eligibility Study a part of the public record.

The analysis continued herein was based upon data assembled by P.G.A.V. Urban Consulting. The study and survey of the Area indicate that requirements necessary for designation as a conservation area are present. Therefore, the Area qualifies as a conservation area to be designated as a redevelopment project area and eligible for Tax Increment Financing under the Act.

(Table Two referred to in this Eligibility Study constitutes Table Two to Revision Number 2 to Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project and is printed on page 26854 of this Journal.)

Attachment Three.

(To Revision Number 2 To Belmont/Cicero Tax Increment Financing Redevelopment Plan And Project)

*Legal Description For Belmont/Cicero
Redevelopment Area.*

All that part of Sections 21, 22, 27 and 28 in Township 40 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the west line of North Leclaire Avenue with the north line of West Belmont Avenue; thence north along said west line of North Leclaire Avenue to the north line of West School Street; thence east along said north line of West School Street to the east line of North Lavergne Avenue; thence south along said east line of North Lavergne Avenue to the south line of Lot 24 in Block 5 in Edward's Subdivision of the southwest quarter of the southeast quarter of the southeast quarter of Section 21, Township 40 North,

Range 13 East of the Third Principal Meridian, said south line of Lot 24 in Block 5 in Edward's Subdivision being also the north line of the alley north of West Belmont Avenue; thence east along said north line of the alley north of West Belmont Avenue to the east line of Lot 46 in Block 4 in Edward's Subdivision of the southeast quarter of the southeast quarter of the southeast quarter of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, said east line of Lot 46 being also the west line of the alley west of North Cicero Avenue; thence north along said west line of the alley west of North Cicero Avenue to the north line of West Roscoe Street; thence east along said north line of West Roscoe Street to the east line of Lot 1 in Moms Rifkin's Subdivision of Lot 36 (except the east 125 feet of the north 60 feet and except that part of the east 110 feet south of the north 60 feet) in Fred H. Bartlett's Subdivision of the south two-thirds of the north half of the southeast quarter of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian; thence north along the east line of said Lot 1 in Morris Rifkin's Subdivision to a north line of said Lot 1, said north line of Lot 1 being also the south line of the north 60 feet of Lot 36 in Fred H. Bartlett's Subdivision; thence west along said north line of Lot 1 in Morris Rifkin's Subdivision to the north most east line of said Lot 1, said east line of Lot 1 being also the west line of the east 125 feet of the north 60 feet of Lot 36 in Fred H. Bartlett's Subdivision; thence north along said west line of the east 125 feet of the north 60 feet of Lot 36 in Fred H. Bartlett's Subdivision and along the east 125 feet of Lot 35 in said Fred H. Bartlett's Subdivision to a line 77 feet south of and parallel with the south line of West Newport Avenue; thence east along said line 77 feet south of and parallel with the south line of West Newport Avenue to a line 57 feet east of and parallel with the west line of the resubdivision of Lot 35 in F. H. Bartlett's Subdivision; thence north along said line 57 feet east of and parallel with the west line of the resubdivision of Lot 35 in F. H. Bartlett's Subdivision to the south line of West Newport Avenue; thence west along said south line of West Newport Avenue to the southerly extension of the west line of the east 125 feet of Lot 33 in said Fred H. Bartlett's Subdivision; thence north along said southerly extension and along the west line of the east 125 feet of Lots 33 and 34 in said Fred H. Bartlett's Subdivision and along the northerly extension thereof to the north line of West Cornelia Avenue; thence west along said north line of West Cornelia Avenue to the west line of Lots 1 through 6, inclusive, in Mionske's Resubdivision of Lot 1 in Fred H. Bartlett's Subdivision of the south two-thirds of the north half of the southeast quarter of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian; thence north along said west line of Lots 1 through 6, inclusive, in Mionske's Resubdivision to the south line of Lot 1 in Block 4 in Hield and Martin's Addison Avenue Subdivision of the north one-third of the north half of the southeast quarter of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian; thence west along said south line of Lot 1 in Block 4 in Hield and Martin's Addison Avenue Subdivision to the west line of said Lot 1; thence north along said west line of said Lot 1 in Block 4 in Hield and Martin's Addison

Avenue Subdivision and the northerly extension thereof and along the west line of Lots 1, 2 and 3 in Block 1 in said Hield and Martin's Addison Avenue Subdivision, and along the northerly extension thereof to the north line of West Addison Street; thence east along said north line of West Addison Street to the east line of Lot 114 in Koester and Zander's West Irving Park Subdivision of Lots 3 and 4 in the Circuit Court Partition of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, said east line of Lot 114 in Koester and Zander's West Irving Park Subdivision being also the west line of the alley west of North Cicero Avenue; thence north along said west line of the alley west of North Cicero Avenue to the westerly extension of the north line of the south 30 feet of Lot 61 in said Koester and Zander's West Irving Park Subdivision; thence east along said westerly extension and the north line of the south 30 feet of Lot 61 in Koester and Zander's West Irving Park Subdivision to the west line of North Cicero Avenue; thence north along said west line of North Cicero Avenue to the north line of the south 60 feet of said Lot 61 in Koester and Zander's West Irving Park Subdivision; thence west along said north line of the south 60 feet of Lot 61 in Koester and Zander's West Irving Park Subdivision and along the westerly extension thereof to the east line of Lot 114 in said Koester and Zander's West Irving Park Subdivision; said east line of Lot 114 being also the west line of the alley west of North Cicero Avenue; thence north along said west line of the alley west of North Cicero Avenue to the south line of West Grace Street; thence east along said south line of West Grace Street to the west line of Lot 19 in Block 4 in Gross' Milwaukee Avenue Addition, a subdivision of parts of Blocks 19 and 22 and all of 18 and 23 to 25 in Grayland, a subdivision in the northwest quarter of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, said west line of Lot 19 in Block 4 in Gross' Milwaukee Avenue Addition being also the east line of the alley east of North Cicero Avenue; thence south along said east line of the alley east of North Cicero Avenue to the easterly extension of the south line of Lot 20 in said Block 4 in Gross' Milwaukee Avenue Addition; thence west along said easterly extension and the south line of Lot 20 in said Block 4 in Gross' Milwaukee Avenue Addition to the east line of North Cicero Avenue; thence south along said east line of North Cicero Avenue to the south line of Lot 24 in said Block 4 in Gross' Milwaukee Avenue Addition; thence east along said south line of Lot 24 in Block 4 in Gross' Milwaukee Avenue Addition and along the easterly extension thereof to the west line of Lot 30 in said Block 4 in Gross' Milwaukee Avenue Addition, said west line of Lot 30 being also the east line of the alley east of North Cicero Avenue; thence south along said east line of the alley east of North Cicero Avenue to the easterly extension of the south line of Lot 27 in said Block 4 in Gross' Milwaukee Avenue Addition; thence west along said easterly extension and the south line of Lot 27 in said Block 4 in Gross' Milwaukee Avenue Addition to the east line of North Cicero Avenue; thence south along said east line of North Cicero Avenue to the north line of West Warwick Avenue; thence east along said north line of West Warwick Avenue to the northerly extension of the west line of Lot 19 in Block 5

in Gross' Milwaukee Avenue Addition, said west line of Lot 19 being also the east line of the alley east of North Cicero Avenue; thence south along said northerly extension and the east line of the alley east of North Cicero Avenue to the easterly extension of the south line of Lot 20 in said Block 5 in Gross' Milwaukee Avenue Addition; thence west along said easterly extension and the south line of Lot 20 in said Block 5 in Gross' Milwaukee Avenue Addition to the east line of North Cicero Avenue; thence south along said east line of North Cicero Avenue to the south line of Lot 21 in said Block 5 in Gross' Milwaukee Avenue Addition; thence east along said south line of Lot 21 in Block 5 in Gross' Milwaukee Avenue Addition and along the easterly extension thereof to the west line of Lot 19 in said Block 5 in Gross' Milwaukee Avenue Addition, said west line of Lot 19 being also the east line of the alley east of North Cicero Avenue; thence south along said east line of the alley east of North Cicero Avenue to the easterly extension of the south line of Lot 23 in said Block 5 in Gross' Milwaukee Avenue Addition; thence west along said easterly extension and the south line of Lot 23 in said Block 5 in Gross' Milwaukee Avenue Addition to the east line of North Cicero Avenue; thence south along said east line of North Cicero Avenue to the south line of Lot 26 in said Block 5 in Gross' Milwaukee Avenue Addition; thence east along said south line of Lot 26 in Block 5 in Gross' Milwaukee Avenue Addition and along the easterly extension thereof to the west line of Lot 30 in said Block 5 in Gross' Milwaukee Avenue Addition, said west line of Lot 30 being also the east line of the alley east of North Cicero Avenue; thence south along said east line of the alley east of North Cicero Avenue to the easterly extension of the south line of Lot 22 in said Block 6 in Gross' Milwaukee Avenue Addition; thence west along said easterly extension and south of the line of Lot 22 in said Block 6 in Gross' Milwaukee Avenue Addition to the east line of North Cicero Avenue; thence south along said east line of North Cicero Avenue to the south line of Lot 23 in said Block 6 in Gross' Milwaukee Avenue Addition; thence east along said south line of Lot 23 in Block 6 in Gross' Milwaukee Avenue Addition and along the easterly extension thereof to the west line of Lot 19 in said Block 6 in Gross' Milwaukee Avenue Addition, said west line of Lot 19 being also the east line of the alley east of North Cicero Avenue; thence south along said east line of the alley east of North Cicero Avenue to the easterly extension of the south line of Lot 24 in said Block 6 in Gross' Milwaukee Avenue Addition; thence west along said easterly extension and the south line of Lot 24 in said Block 6 in Gross' Milwaukee Avenue Addition to the east line of North Cicero Avenue; thence south along said east line of North Cicero Avenue to the south line of Lot 28 in said Block 6 in Gross' Milwaukee Avenue Addition; thence east along said south line of Lot 28 in Block 6 in Gross' Milwaukee Avenue Addition and along the easterly extension thereof to the west line of Lot 30 in said Block 6 in Gross' Milwaukee Avenue Addition, said west line of Lot 30 being also the east line of the alley east of North Cicero Avenue; thence south along said east line of the alley east of North Cicero Avenue to the north line of West Addison Street; thence east along said north line of West Addison Street to the northerly extension

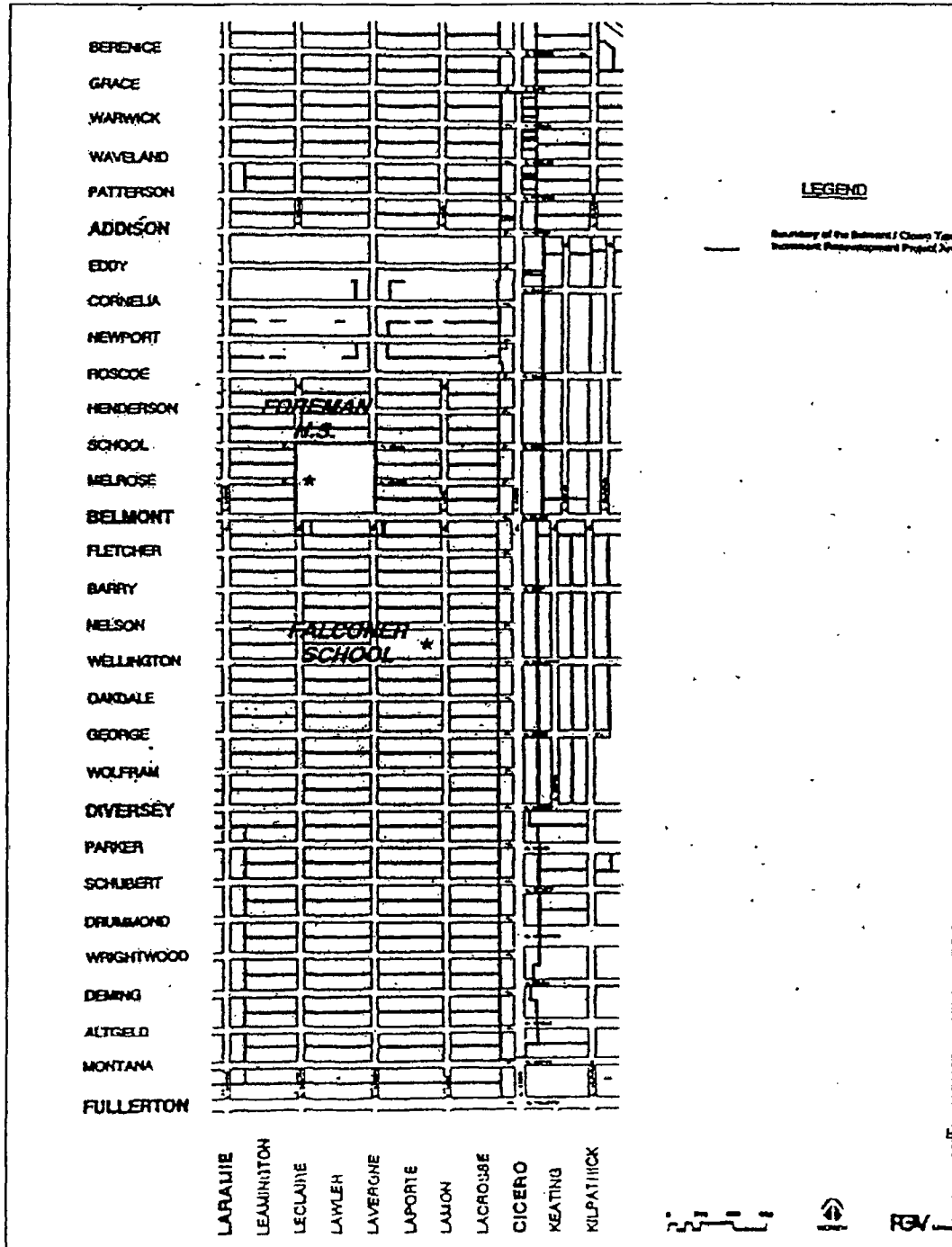
of the west line of Lot 7 in Block 2 in Wirth and Gilbert's Subdivision of the west half of the southwest quarter of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian (except the east 40 acres thereof), said west line of Lot 7 in Block 2 in Wirth and Gilbert's Subdivision being also the east line of the alley east of North Cicero Avenue; thence south along said northerly extension and along the east line of the alley east of North Cicero Avenue to the easterly extension of the south line of Lot 58 in Koester and Zander's Subdivision of Blocks 1, 3, 4, 5, 6 and 7 and the west half of Block 2 in Wirth and Gilbert's Subdivision of the west half of the southwest quarter of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and the south line of Lot 58 in Koester and Zander's Subdivision to the east line of North Cicero Avenue; thence south along said east line of North Cicero Avenue to the south line of the north 37.5 feet of Lot 59 in said Koester and Zander's Subdivision; thence east along said south line of the north 37.5 feet of Lot 59 in said Koester and Zander's Subdivision and along the easterly extension thereof to the west line of Lot 30 in Block 2 in Wirth and Gilbert's Subdivision of the west half of the southwest quarter of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, said west line of Lot 30 being also the east line of the alley east of North Cicero Avenue; thence south along said east line of the alley east of North Cicero Avenue to the south line of West Belmont Avenue; thence west along said south line of West Belmont Avenue to the west line of Lot 45 in Koester and Zander's Section Line Subdivision in the northwest quarter of the northwest quarter of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, said west line of Lot 45 in Koester and Zander's Section Line Subdivision being also the east line of the alley east of North Cicero Avenue; thence south along said east line of the alley east of North Cicero Avenue to the south line of West Diversey Avenue; thence west along said south line of West Diversey Avenue to the west line of Lot 16 in Neil's Buck and Company Resubdivision of Lots 1 to 38 in Buchanan's Resubdivision of Lots 1 to 21 and 24 to 38 and the private alley in Block 4 in S. S. Hayes Kelvyn Grove Addition to Chicago, a subdivision of the southwest quarter of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian; thence south along said west line of Lot 16 in Neil's Buck and Company Resubdivision to the south line of said Lot 16, said south line of Lot 16, being also the north line of the alley south of West Diversey Avenue; thence east along said north line of the alley south of West Diversey Avenue to the northerly extension of the west line of Lot 30 in said Neil's Buck and Company Resubdivision; thence south along said northerly extension and the west line of Lot 30 in said Neil's Buck and Company Resubdivision to the north line of West Parker Avenue; thence east along said north line of West Parker Avenue to the northerly extension of the west

line of Lot 39 in Vognild and Jenisch's Resubdivision of Block 5 in S. S. Hayes Kelvyn Grove Addition to Chicago, a subdivision of the southwest quarter of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, said west line of Lot 39 in Vognild and Jenisch's Resubdivision being also the east line of the alley east of North Cicero Avenue; thence south along said northerly extension and along the east line of the alley east of North Cicero Avenue and along the southerly extension thereof to the south line of West Wrightwood Avenue; thence west along said south line of West Wrightwood Avenue to the west line of the east 19 feet of Lot 9 in Block 13 in S. S. Hayes Kelvyn Grove Addition to Chicago, a subdivision of the southwest quarter of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian; thence south along said west line of the east 19 feet of Lot 9 in Block 13 in S. S. Hayes Kelvyn Grove Addition to Chicago and along the southerly extension thereof to the north line of Lot 17 in said Block 13 in S. S. Hayes Kelvyn Grove Addition to Chicago, said north line of Lot 17 being also the south line of the alley south of West Wrightwood Avenue; thence west along said south line of the alley south of West Wrightwood Avenue to the east line of Lot 14 in said Block 13 in S. S. Hayes Kelvyn Grove Addition to Chicago; thence south along said east line of Lot 14 in said Block 13 in S. S. Hayes Kelvyn Grove Addition to Chicago and along the southerly extension thereof to the south line of West Deming Place; thence west along said south line of West Deming Place to the east line of Lot 22 in Block 20 in said S. S. Hayes Kelvyn Grove Addition to Chicago; thence south along said east line of Lot 22 in Block 20 in S. S. Hayes Kelvyn Grove Addition to Chicago to the south line thereof, said south line of Lot 22 in Block 20 in said S. S. Hayes Kelvyn Grove Addition to Chicago being also the north line of the alley north of West Altgeld Street; thence east along said north line of the alley north of West Altgeld Street to the northerly extension of the east line of the west half of Lot 26 in said Block 20 in S. S. Hayes Kelvyn Grove Addition to Chicago; thence south along said northerly extension and the east line of the west half of Lot 26 in said Block 20 in S. S. Hayes Kelvyn Grove Addition to Chicago and along the southerly extension thereof to the south line of West Altgeld Street; thence west along said south line of West Altgeld Street to the west line of Lot 30 in John J. Haverkamp, Jr.'s Resubdivision of Block 21 in S. S. Hayes Kelvyn Grove Addition to Chicago; thence south along said west line of Lot 30 in John J. Haverkamp, Jr.'s Resubdivision to the south line thereof, said south line of Lot 30 in John J. Haverkamp, Jr.'s Resubdivision being also the north line of the alley north of West Montana Street; thence west along said north line of the alley north of West Montana Street to the east line of North Cicero Avenue; thence south along said east line of North Cicero Avenue to the north line of West Montana Street, as said West Montana Street is laid out in the west half of the southwest quarter of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian; thence west along the westerly extension of said north line of West Montana Street to the west line of North Cicero Avenue; thence south along said west line of North Cicero Avenue to the

north line of West Montana Street, as said West Montana Street is laid out in the east half of the southeast quarter of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian; thence west along said north line of West Montana Street to the east line of Lot 47 in Block 13 in E. F. Kennedy's Resubdivision of Paul Stensland's Subdivision of the east half of the southeast quarter of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian, said east line of Lot 47 in Block 13 in E. F. Kennedy's Resubdivision being also the west line of the alley west of North Cicero Avenue; thence north along said west line of the alley west of North Cicero Avenue to the north line of Lot 11 in Block 1 in Hield's Subdivision of Blocks 1 to 6 and 9 to 12 in Falconer's Addition to Chicago, a subdivision of the north half of the northeast quarter of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian, said north line of Lot 11 being also the south line of the alley south of West Belmont Avenue; thence west along said south line of the alley south of West Belmont Avenue to the southerly extension of the west line of Lot 20 in Block 8 in Falconer's Addition to Chicago, a subdivision of the north half of the northeast quarter of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian; thence north along said southerly extension and the west line of Lot 20 in Block 8 in Falconer's Addition to Chicago to the south line of West Belmont Avenue; thence west along said south line of West Belmont Avenue to the west line of Lot 21 in said Block 8 in Falconer's Addition to Chicago; thence south along said west line of Lot 21 in said Block 8 in Falconer's Addition to Chicago and along the southerly extension thereof to the north line of Lot 25 in said Block 8 in Falconer's Addition to Chicago, said north line of Lot 25 being also the south line of the alley south of West Belmont Avenue; thence west along said south line of the alley south of West Belmont Avenue to the southerly extension of the west line of Lot 20 in Block 9 in Hield's Subdivision of Blocks 9, 10, 11 and 12 in Falconer's Addition to Chicago, a subdivision of the north half of the northeast quarter of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian; thence north along said southerly extension and the west line of Lot 20 in Block 9 in Hield's Subdivision to the south line of West Belmont Avenue; thence west along said south line of West Belmont Avenue to the east line of North Leclaire Avenue; thence south along said east line of North Leclaire Avenue to the easterly extension of the north line of Lot 44 in Steven's Belmont and Laramie Avenue Subdivision of Block 16 in aforesaid Falconer's Addition to Chicago, said north line of Lot 44 being also the south line of the alley south of West Belmont Avenue; thence west along said easterly extension to the west line of North Leclaire Avenue; thence north along said west line of North Leclaire Avenue to the point of beginning at the north line of West Belmont Avenue, all in the City of Chicago, Cook County, Illinois.

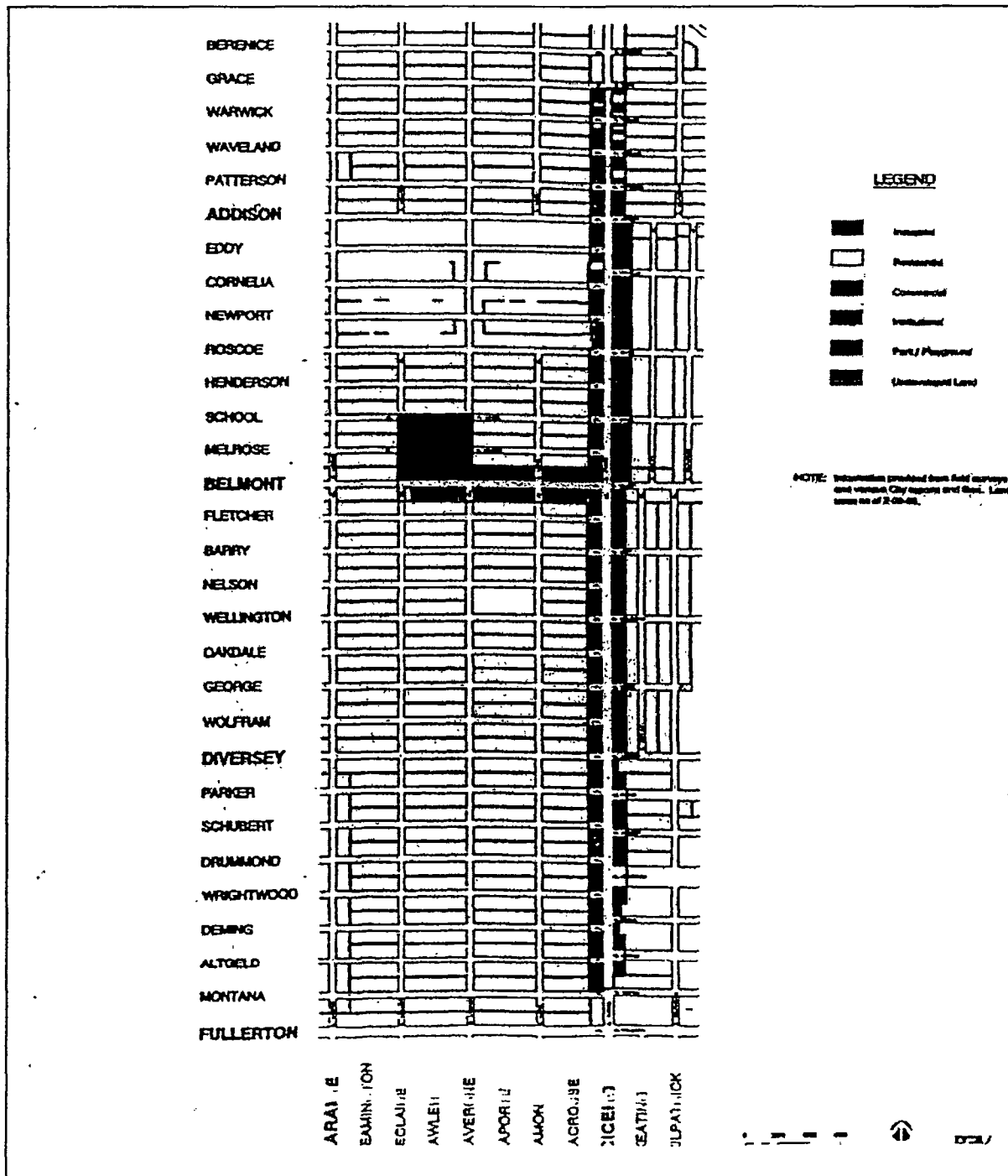
(Sub)Exhibit "A" Of Attachment Two - Maps And Plan Exhibits.
 (To Revision Number 2 To Belmont/Cicero Tax Increment
 Financing Redevelopment Plan And Project)

Boundary Map Of T.I.F. Area



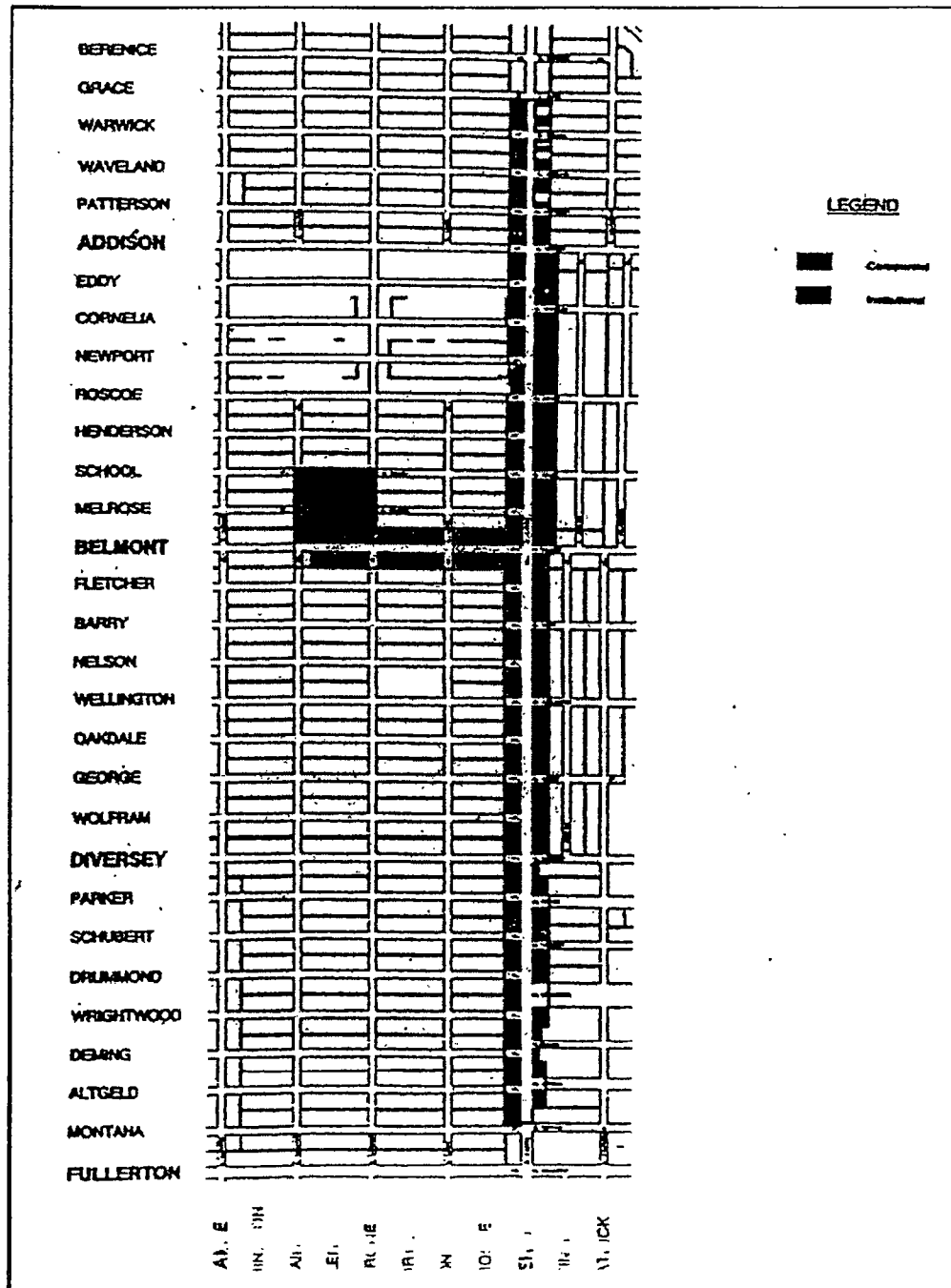
*(Sub)Exhibit "B" Of Attachment Two - Maps And Plan Exhibits.
(To Revision Number 2 To Belmont/Cicero Tax Increment
Financing Redevelopment Plan And Project)*

Existing Land-Use Assessment Map.



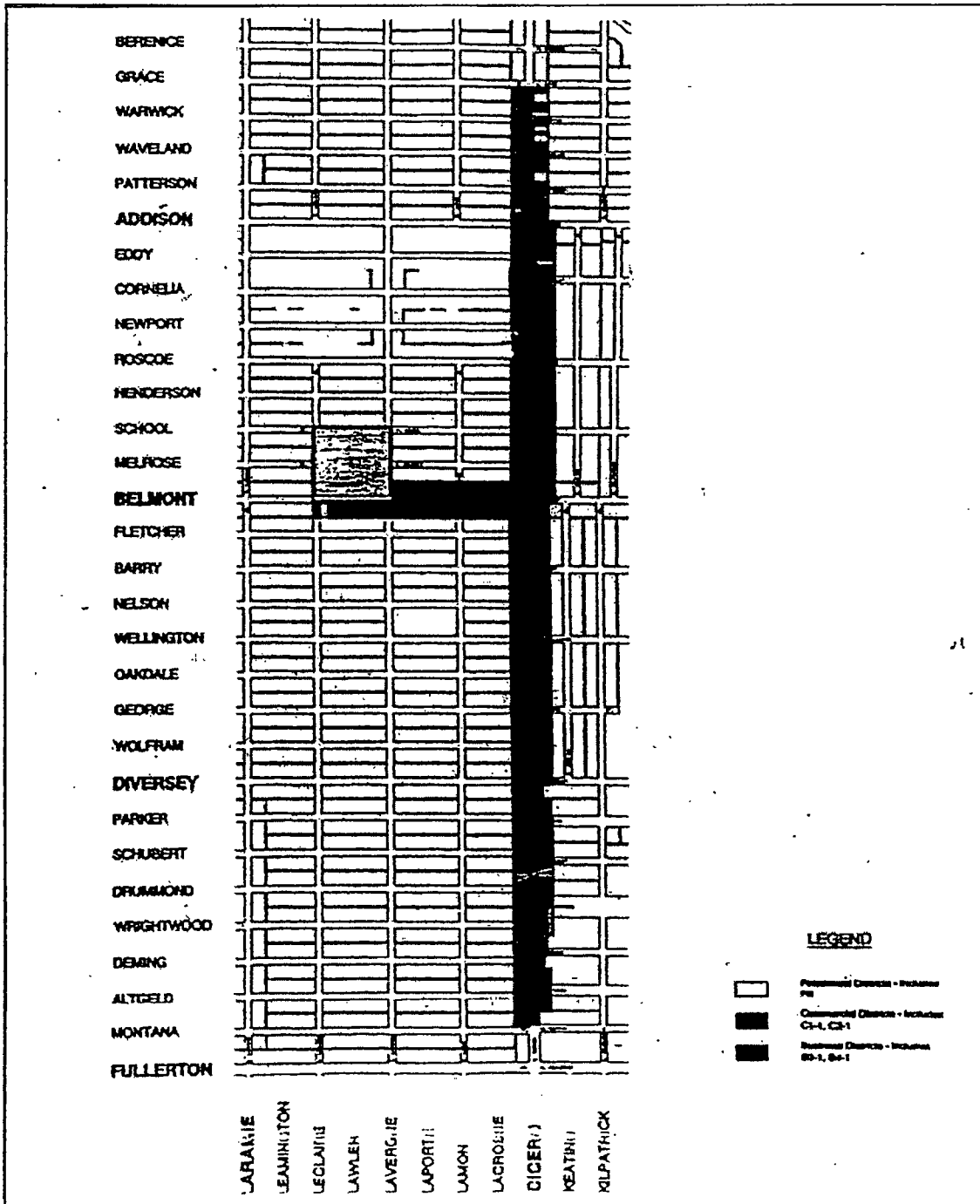
(Sub)Exhibit "C" OF Attachment Two - Maps And Plan Exhibits.
 (To Revision Number 2 To Belmont/Cicero Tax Increment
 Financing Redevelopment Plan And Project)

Generalized Land-Use Plan



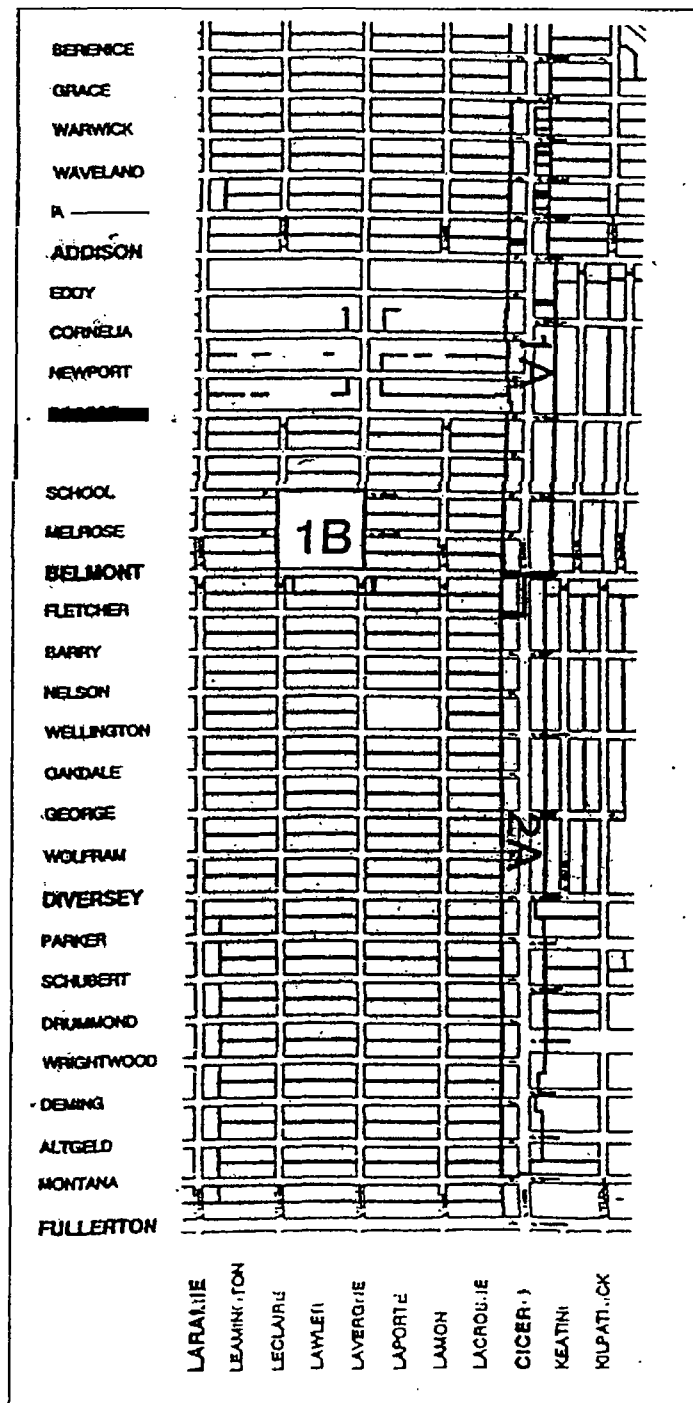
(Sub)Exhibit "D" Of Attachment Two - Maps And Plan Exhibits.
 (To Revision Number 2 To Belmont/Cicero Tax Increment
 Financing Redevelopment Plan And Project)

Generalized Existing Zoning Map.



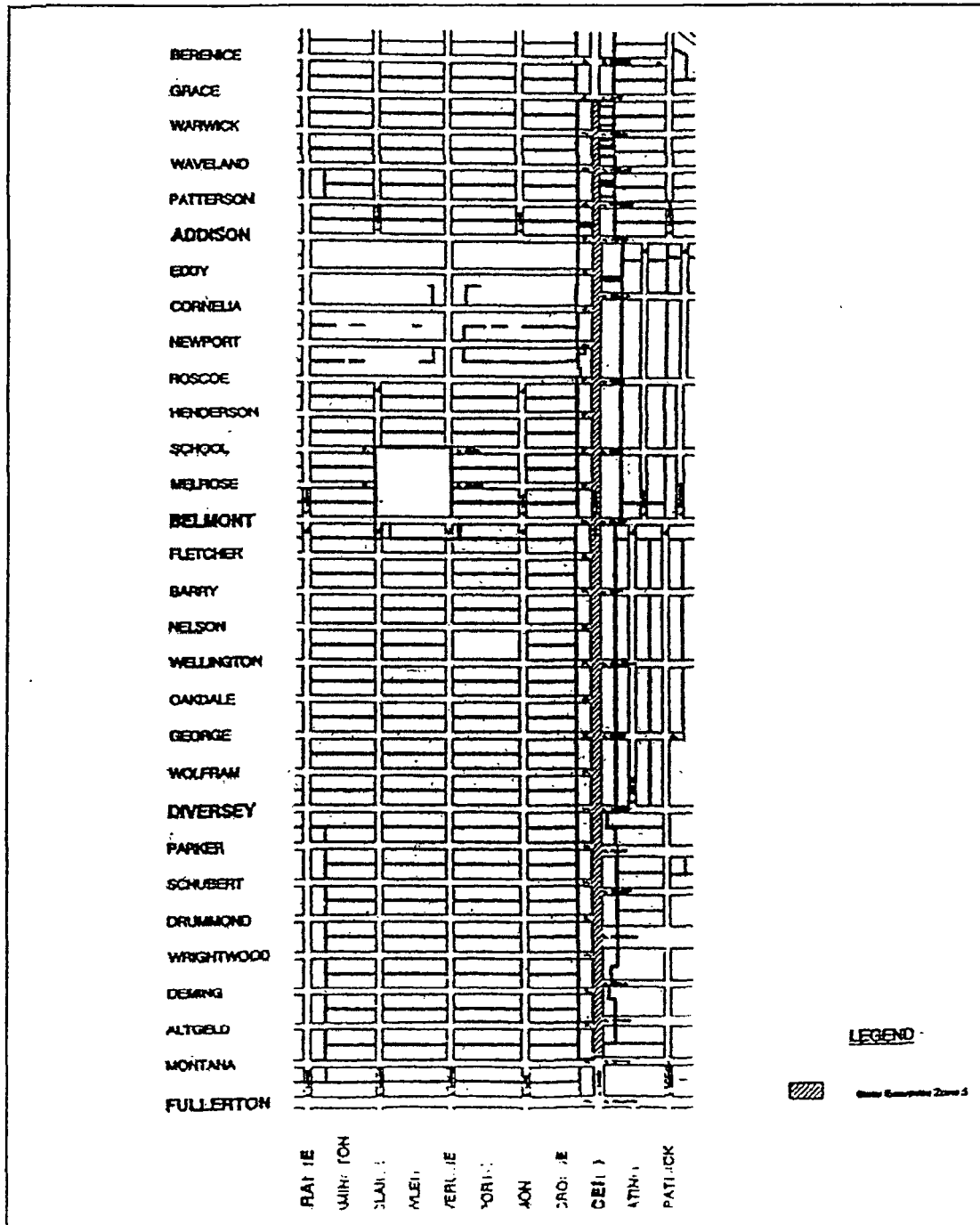
(Sub)Exhibit "E" Of Attachment Two - Maps And Plan Exhibits.
 (To Revision Number 2 To Belmont/Cicero Tax Increment
 Financing Redevelopment Plan And Project)

Subarea Key Map.



(Sub)Exhibit "F" Of Attachment Two - Maps And Plan Exhibits.
 (To Revision Number 2 To Belmont/Cicero Tax Increment
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Enterprise Zone Map.



Attachment Four.

(To Revision Number 2 To Belmont/Cicero Tax Increment
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1998 Estimated E.A.V. By Tax Parcel.

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COUNT	ASSESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING / UNIT (1)
1	1321219032	68,896		
2	1321219034	60,741		
3	1321219035	22,592		
4	1321219036	205,355		
5	1321219037	33,930		
6	1321219038	17,984		
7	1321223014	233,504		
8	1321223015	131,603		
9	1321223016	75,124		
10	1321223018	80,015		
11	1321223019	119,984		
12	1321223020	80,430		
13	1321223021	40,437		
14	1321227030	285,315		
15	1321227031	132,782		
16	1321227032	127,110		
17	1321227037	114,809		
18	1321227038	135,337		
19	1321231027	Exempt		
20	1321231028	30,235		
21	1321231029	144,966		
22	1321231031	45,741		
23	1321231032	70,358		
24	1321401053	146,664		
25	1321401054	77,881		
26	1321401055	72,377		
27	1321401056	67,256		
28	1321403023	70,840		
29	1321403055	35,918		
30	1321403056	35,537		
31	1321403057	108,130		
32	1321403079	89,498		
33	1321403080	105,616		
34	1321405066	299,780		
35	1321405069	16,785		
36	1321405070	216,357		
37	1321405073	118,445		
38	1321405076	5,088	Y	
39	1321407072	46,111		
40	1321407073	64,111		
41	1321407074	90,501		
42	1321407077	111,676		

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1998 Estimated E.A.V. By Tax Parcel

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COUNT	ASSESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING / UNIT (1)
43	1321411032	367,961		
44	1321415033	29,616		
45	1321415034	22,928		
46	1321415035	21,598		
47	1321415036	21,598		
48	1321415037	22,928		
49	1321415038	47,267		
50	1321415039	47,267		
51	1321415040	22,928		
52	1321415041	29,725		
53	1321418001	Exempt		
54	1321420036	190,120		
55	1321420037	21,128		
56	1321420038	21,917		
57	1321420039	22,813		
58	1321420040	28,925		
59	1321421021	77,404		
60	1321421022	77,038		
61	1321421023	17,908		
62	1321421024	16,955		
63	1321421025	17,975		
64	1321421026	41,752		
65	1321421027	39,203		
66	1321421028	57,968		
67	1321421029	168,107		
68	1321421033	92,681		
69	1321421034	92,681		
70	1321421035	109,249		
71	1321421036	58,247		
72	1321421037	51,360		
73	1321421038	51,071		
74	1321421039	26,178		
75	1321421043	116,655		
76	1321421045	145,691		
77	1321422035	25,119		
78	1321422036	206,720		
79	1321422037	76,811		
80	1321422038	76,811		
81	1321422039	298,524		
82	1321422041	538,544		
83	1321422042	649,671		
84	1322112001	104,330		
85	1322112006	62,849		

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1998 Estimated E.A.V. By Tax Parcel.

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COUNT	ASSEESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING UNIT (1)
86	1322112007	85,681		
87	1322112008	85,681		
88	1322112009	28,578		
89	1322112010	26,736		
90	1322114001	27,970		
91	1322114003	24,934		
92	1322114004	124,254		
93	1322114008	5,694		
94	1322114009	Exempt		
95	1322114010	Exempt		
96	1322114011	Exempt		
97	1322121003	60,233		
98	1322121005	45,793		
99	1322121009	104,576		
100	1322121063	45,146		
101	1322123001	23,079		
102	1322123002	45,076		
103	1322123003	74,350		
104	1322123004	21,869		
105	1322123005	21,088		
106	1322123006	21,869		
107	1322123007	21,869		
108	1322123008	74,077		
109	1322300001	302,662		
110	1322300002	81,600		
111	1322300003	49,909		
112	1322300004	67,819		
113	1322300005	115,142		
114	1322300007	116,298		
115	1322300008	616,615		
116	1322307001	Exempt		
117	1322307002	Exempt		
118	1322307003	Exempt		
119	1322307004	Exempt		
120	1322307005	Exempt		
121	1322307006	Exempt		
122	1322707035	235,750		
123	1322307036	1,145,049		
124	1322307037	90,632		
125	1322312001	77,766		
126	1322312002	17,191		
127	1322312003	Exempt		
128	1322312004	Exempt		

Attachment Four.

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1998 Estimated E.A.V. By Tax Parcel.
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COUNT	ASSESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING / UNIT (1)
129	1322312005	Exempt		
130	1322312006	Exempt		
131	1322312007	Exempt		
132	1322312008	Exempt		
133	1322312009	Exempt		
134	1322312010	Exempt		
135	1322312011	40,385		
136	1322312012	35,419		
137	1322312013	74,919		
138	1322319003	71,594		
139	1322319004	47,243		
140	1322319007	190,096		
141	1322319008	334,946		
142	1322319024	378,753		
143	1322319025	278,519		
144	1322319026	910,592		
145	1327100001	113,383		
146	1327100002	49,150	Y	
147	1327100003	20,426	Y	
148	1327100004	19,562	Y	
149	1327100005	19,530	Y	
150	1327100006	91,238		
151	1327100007	91,238		
152	1327100008	19,556		
153	1327100009	19,556		
154	1327100010	100,836		
155	1327100011	115,685		
156	1327100012	16,031		
157	1327100013	16,031		
158	1327100014	143,154		
159	1327100015	16,718		
160	1327100016	51,186		
161	1327100017	16,718		
162	1327100018	94,898		
163	1327100019	175,046		
164	1327108001	17,108		
165	1327108002	57,412		
166	1327108003	75,573		
167	1327108004	75,573		
168	1327108005	148,909		
169	1327108006	51,404		
170	1327108007	157,696		
171	1327108008	17,348		

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Financing Redevelopment Plan And Project)

1998 Estimated E.A.V. By Tau Parcel

(Page 5 of 9)

COUNT	ASSESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING / UNIT (1)
172	1327108009	65,489		
173	1327108010	48,396	Y	
174	1327108011	180,753	Y	
175	1327108012	79,632	Y	
176	1327108013	61,484	Y	
177	1327108014	17,537	Y	
178	1327108015	19,092	Y	
179	1327108016	85,280		
180	1327108040	60,211		
181	1327115061	157,397		
182	1327115002	102,150		
183	1327115003	4,791		
184	1327115004	16,548		
185	1327115005	51,978		
186	1327115006	16,493		.
187	1327115007	38,427		.
188	1327115008	16,445		
189	1327115009	16,511		
190	1327115010	177,649		
191	1327115011	206,620		.
192	1327115012	8,639		
193	1327115013	80,364		.
194	1327115014	57,937		.
195	1327115015	71,823		.
196	1327115016	8,639		
197	1327115017	78,226		.
198	1327115018	18,326		
199	1327115019	16,506		
200	1327122001	119,145		
201	1327122002	119,552		
202	1327122003	33,941		
203	1327122004	16,528		
204	1327122007	20,282		
205	1327122008	19,310		
206	1327122009	18,913		
207	1327122018	15,998		
208	1327122019	15,998		
209	1327122020	15,484		
210	1327122021	47,417		
211	1327122022	105,392		
212	1327122023	105,394		
213	1327122024	104,871		
214	1327122045	9,398		

Attachment Four.

(To Revision Number 2 To Belmont/Cicero Tax Increment
Financing Redevelopment Plan And Project)

1998 Estimated E.A.V. By Tax Parcel

(Page 6 of 9)

COUNT	ASSESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING / UNIT (1)
215	1327122046	241,446		
216	1327300001	29,021		
217	1327300002	26,821		
218	1327300040	203,439		
219	1327300041	1,441		
220	1327304001	35,508		
221	1327304002	40,705		
222	1327304003	42,255		
223	1327304004	40,701		
224	1327304005	71,546		
225	1327304006	20,330		
226	1327304007	18,366		
227	1327304008	20,330		
228	1327304009	20,330		
229	1327304010	22,536		
230	1327308001	137,521		
231	1327308002	18,309		
232	1327308003	18,309		
233	1327308004	18,309		
234	1327308005	48,017		
235	1327308006	58,857		
236	1327308007	21,084		
237	1327312018	158,435		
238	1327312035	33,847		
239	1327312036	137,015		
240	1327312037	85,129		
241	1327316001	76,865		
242	1327316037	41,061		
243	1327316038	82,834		
244	1327320037	128,395		
245	1327320038	73,663		
246	1327320039	104,380		
247	1328201004	70,755		
248	1328201005	60,965		
249	1328201006	17,189		
250	1328201007	8,728		
251	1328201010	63,376		
252	1328201014	83,362		
253	1328201015	95,392		
254	1328201016	111,838		
255	1328201017	38,562		
256	1328201018	38,076		
257	1328201019	38,076		

Attachment Four.

(To Revision Number 2 To Belmont/Cicero Tax Increment
Financing Redevelopment Plan And Project)

1998 Estimated E.A.V. By Tax Parcel.

(Page 7 of 9)

COUNT	ASSEESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING / UNIT (1)
258	1328201020	38,076		
259	1328201021	95,000		
260	1328201022	95,000		
261	1328201023	98,547		
262	1328201040	32,794		
263	1328201042	74,688		
264	1328201044	39,378		
265	1328201045	98,150		
266	1328202001	57,872		
267	1328202002	23,467		
268	1328202004	204,688		
269	1328202005	204,688		
270	1328202006	204,688		
271	1328202007	75,959		
272	1328202008	16,162		
273	1328202009	52,457		
274	1328202010	52,052		
275	1328202011	52,052		
276	1328202014	55,908		
277	1328202015	55,908		
278	1328202016	89,093		
279	1328202017	89,093		
280	1328202018	Exempt		
281	1328202019	17,350		
282	1328202020	17,350		
283	1328202021	17,530		
284	1328202022	18,510		
285	1328202040	46,732		
286	1328202041	17,389		
287	1328203001	65,962		
288	1328203002	65,574		
289	1328203003	38,057		
290	1328203004	38,057		
291	1328203005	38,057		
292	1328203006	38,057		
293	1328203007	16,657		
294	1328203009	16,591		
295	1328203010	16,591		
296	1328203011	16,591		
297	1328203012	16,489		
298	1328203013	16,944		
299	1328203014	16,482		
300	1328203015	17,003		

Attachment Four.

(To Revision Number 2 To Belmont/Cicero Tax Increment
Financing Redevelopment Plan And Project)

1998 Estimated E.A.V. By Tax Parcel

(Page 8 of 9)

COUNT	ASSESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING / UNIT (1)
301	1328203016	28,474		
302	1328203031	125,536		
303	1328203032	426,255		
304	1328203033	1,057,777		
305	1328203034	292,211		
306	1328203035	26,863		
307	1328203036	86,682		
308	1328203037	11,822		
309	1328203038	22,333		
310	1328207027	139,433		
311	1328207028	117,065		
312	1328207029	205,312		
313	1328207030	79,307		
314	1328207031	82,912		
315	1328207032	251,188		
316	132152110	10,130		
317	1328211431	9,040		
318	1328211032	9,040		
319	1328211033	110,227		
320	1328211034	60,157		
321	1328211035	53,606		
322	1328211036	190,861		
323	13215215024	141,292		
324	1328215025	165,315		
325	1328215026	165,060		
326	1328219033	296,462		
327	1328219034	258,506		
328	1328223027	241,997		
329	1328223028	251,796		
330	1328223029	107,689		
331	1328223030	17,428		
332	1328223031	40,073		
333	1328223032	40,073		
334	1328223033	45,008		
335	1328227031	86,712		
336	1328227032	73,264		
337	1328227033	222,559		
338	1328227038	268,330		
339	1328231036	92,434		
340	1328231040	337,300		
341	1328603038	201,152		
342	1328603039	37,152		
343	198403042	235,482		

Attachment Four.

(To Revision Number 2 To Belmont/Cicero Tax Increment
Financing Redevelopment Plan And Project)

1998 Estimated E.A.V. By Tax Parcel.

(Page 9 of 9)

COUNT	ASSEESSEE PIN #	1998 EAV	TAX DELINQUENT	RESIDENTIAL BUILDING / UNIT (1)
344	1328407027	123,507		
345	1328407028	117,305		
346	1328407036	547,571		
347	1328411041	448,220		
348	1328415026	16,604		
349	1328415027	33,261		
350	1328415028	71,307		
351	1328415029	32,603		
352	1328415030	32,603		
353	1328415031	71,448		
354	1328415032	188,720		
355	1328419024	79,582		
356	1328419025	78,912		
357	1328419026	52,679		
358	1328419027	28,039		
359	1328419028	54,654		
360	1328419031	55,071		
361	1328423032	119,942		
362	1328423033	80,124		
363	1328423034	19,717		
364	1328423035	13,814		
365	1328423036	14,219		
366	1328423037	14,008		
367	1328423038	13,971		
368	1328423039	38,510		
369	1328423040	146,786		
370	1328423041	146,856		
371	1328427010	15,285		
372	1328427011	54,262		
373	1328427012	18,799		
374	1328427013	149,816		
375	1328427018	96,386		
376	1328427020	52,699		
377	1328427021	63,376		
	TOTALS	33,690,691		

(1) Indicates the P.I.N.'s associated with residential buildings / units that would be removed if the Plan is implemented according to Exhibit C (Generalized Land Use Plan) included in Attachment Two of the Appendix.

Location Map.
(To Revision Number 2 To Belmont/Cicero Tax Increment
Financing Redevelopment Plans And Project)

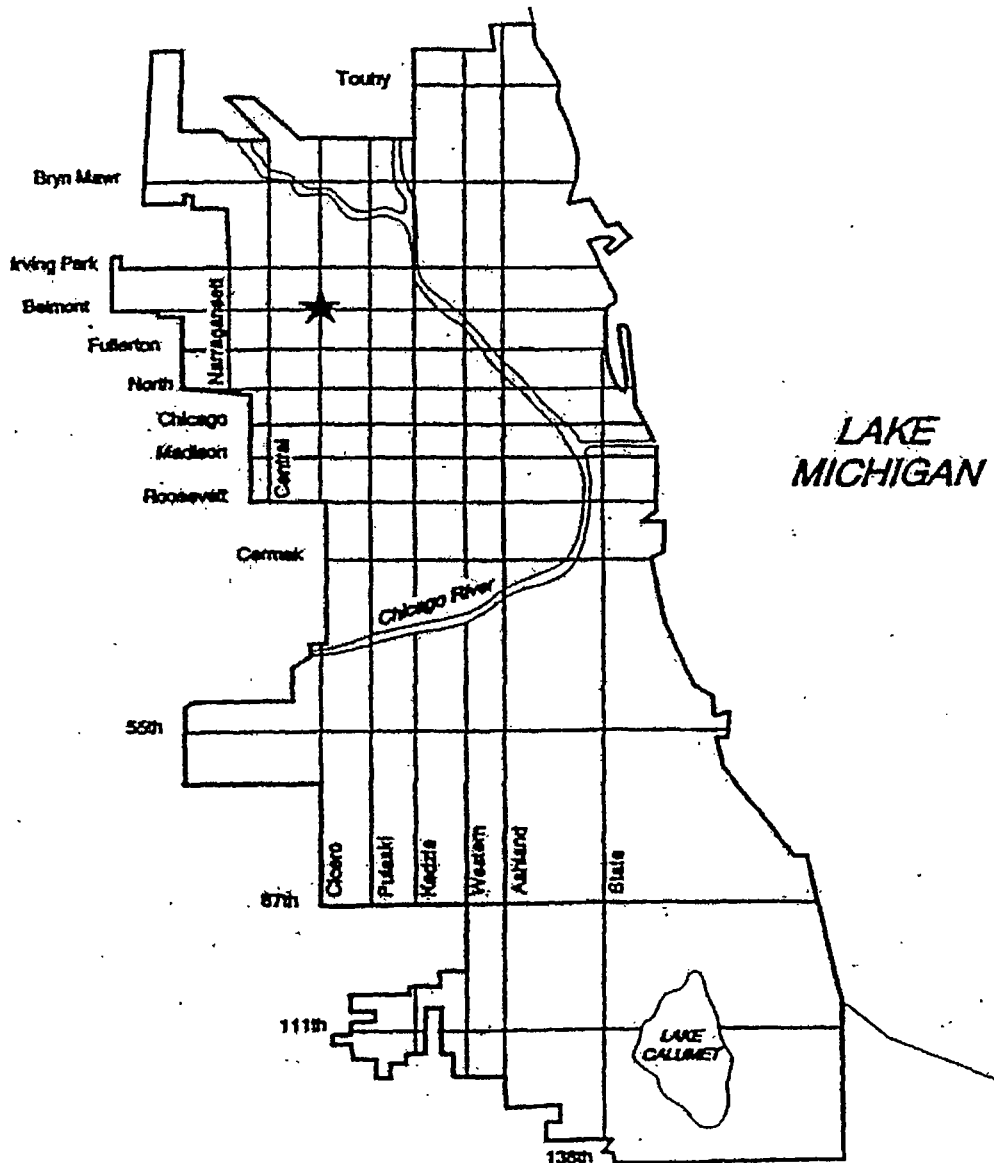


Table Two.
(To Revision Number 2 To Belmont/Cicero Tax Increment
Financing Redevelopment Plan And Project)
Conservation Factors Matrix.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	Built in Years or Older	Dilapida- tion	Unusable space	Useful factor	Highest level of sanitation	Proportion of rooms with bathrooms	Absence of moss	Excessive water	Other features and conveniences	Lack of ventilation, light or fresh air	Inadequate utilization	Required total coverage	Substitution based on land use	Depreciation of physical structure	Level of community planning	Total Number of Highways (Per Person)	Area Ratio to Main Factor
No. A-1111A	20	5	01	22	4	10	0	10	0	0	0	47	1	0	12	10	Yes
No. A-1111B	04	10	20	15	0	11	2	0	0	0	0	01	11	07	07	11	Yes
No. A-1111C	21	11	54	1	0	0	0	0	0	0	0	25	20	19	10	0	Yes
Total Number of Buildings of Private Housing Factor	131	19	100	20	4	27	0	10	0	0	0	100	11	100	110	10	Yes
Percent of Total Number of Buildings Having Kitchens	11%	11%	90%	27%	0%	11%	10	0%	0%	0%	0%	11%	10%	11%	11%		100%

1041-1042

Hub Area descriptions are explicitly identified on the Hub-Area Map and used in Attachment Two of this Appendix.



City of Chicago



O2014-8816

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Property tax levy for Year 2015
Committee(s) Assignment:	Committee on Finance



FIN

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 the Fiscal Year 2015 Tax Levy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



2011-2012

2011-2012

ORDINANCE

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

WHEREAS, the City has adopted its annual appropriation ordinance for the year 2015, pursuant to its powers granted by the constitution and laws of the State of Illinois; and

WHEREAS, it is now appropriate and in the best interests of the City of Chicago to enact its tax levy for the year 2015, to become effective as provided herein; and

WHEREAS, it is appropriate that the tax levy for the year 2015 receive expeditious consideration by the City Council; now, therefore,

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

SECTION 1. The sum of Eight Hundred Sixty-Eight Million, One Hundred Fifty-Six Thousand Dollars (\$868,156,000) ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the year 2015, is hereby levied for the year 2015 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amounts appropriated for such purposes, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 2015, annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns.

Appropriations for Expenditures and Amounts Levied for the Fiscal Year Beginning January 1, 2015, and Ending December 31, 2015

Code	Description	Amounts Appropriated	Amounts Levied
<i>Amounts to be levied in 2015 for the payment of bonds, notes and interest on bonds and notes</i>			
Bond Redemption and Interest Fund – 0510			
2005.0902	For interest on first lien bonds	\$429,495,000	\$176,121,600
2005.0912	For payment of bonds	\$179,544,000	\$179,544,000
2005.096	For loss in collection of taxes	\$14,819,000	\$14,819,400

Specific Purposes – Financial			
	Total from Bond Redemption and Interest Fund – 0510	\$623,858,000	\$370,485,000
Bond Redemption and Interest Fund – 0509			
2005.0961	For payment of term notes	\$19,308,000	\$19,308,000
2005.096	For loss in collection of taxes	\$805,000	\$805,000
Specific Purposes – Financial			
	Total from Bond Redemption and Interest Fund – 0509	\$20,113,000	\$20,113,000
Code	Description	Amounts Appropriated	Amounts Levied
Library Bond Redemption Fund – 0516			
2005.0902	For interest on first lien bonds	\$2,706,000	\$2,706,000
2005.0912	For payment of bonds	\$1,460,000	\$1,421,000
2005.096	For loss in collection of taxes	\$173,000	\$173,000
Specific Purposes – Financial			
	Total from Library Bond Redemption Fund – 0516	\$4,339,000	\$4,300,000
Code	Description	Amounts Appropriated	Amounts Levied
Library Note Redemption and Interest Fund Tender Notes Series B – 0521			
2005.0961	For payment of term notes	\$75,994,000	\$74,491,000
2005.096	For loss in collection of taxes	\$3,104,000	\$3,104,000
Specific Purposes – Financial			
	Total from Library Note Redemption and Interest Fund Tender Notes Series B – 0521	\$79,098,000	\$77,595,000
City Colleges Bond Redemption and Interest Fund– 0549			
2005.0902	For interest on first lien bonds	\$22,457,000	\$22,457,000
2005.0912	For payment of bonds	\$12,713,000	\$12,713,000
2005.096	For loss in collection of taxes	\$1,462,000	\$1,462,000
Specific Purposes – Financial			
	Total from City Colleges Bond Redemption and Interest Fund – 0549	\$36,632,000	\$36,632,000

Code	Description	Amounts Appropriated	Amounts Levied
	Municipal Employees' Annuity and Benefit Fund – 0681		
2005.0976	For the city's contribution to employees' annuity and benefit fund	\$237,400,000	\$119,406,000
2005.0976	For the library's contribution to employees' annuity and benefit fund	\$5,300,000	\$5,300,000
	Specific Purposes – Financial		
	Total from Municipal Employees' Annuity and Benefit Fund– 0681	\$242,700,000	\$124,706,000
Code	Description	Amounts Appropriated	Amounts Levied
	Laborers' and Retirement Board Employees' Annuity and Benefit Fund – 0682		
2005.0976	For the city's contribution to employees' annuity and benefit fund	\$24,019,000	\$11,070,000
	Specific Purposes – Financial		
	Total from Laborers' and Retirement Board Employees' Annuity and Benefit Fund– 0682	\$24,019,000	\$11,070,000
Code	Description	Amounts Appropriated	Amounts Levied
	Policemen's Annuity and Benefit Fund – 0683		
2005.0976	For the city's contribution to employees' annuity and benefit fund	\$194,122,000	\$140,080,000
	Specific Purposes – Financial		
	Total from Policemen's Annuity and Benefit Fund– 0683	\$194,122,000	\$140,080,000
Code	Description	Amounts Appropriated	Amounts Levied
	Firemen's Annuity and Benefit Fund – 0684		
2005.0976	For the city's contribution to employees' annuity and benefit fund	\$96,300,000	\$83,175,000
	Specific Purposes – Financial		
	Total from Firemen's Annuity and Benefit Fund– 0684	\$96,300,000	\$83,175,000

Total	\$1,321,181,000	\$868,156,000

SECTION 2. In no event shall the amount levied for any purpose, as set forth in Section 1 hereof, exceed the amount appropriated for such purpose as set forth in the annual appropriation ordinance adopted for the year 2015.

SECTION 3. No later than ten days after its effective date, the City Clerk shall file with the County Clerk of Cook County and the County Clerk of Du Page County certified copies of this ordinance together with copies of the annual appropriation ordinance for the year 2015.

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



City of Chicago



O2014-8912

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Abatement of 2014 property tax levies - \$5,897,546
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 ordinances authorizing an abatement of 2014 property tax levies.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

ORDINANCE

WHEREAS, on June 24, 2004, the City of Chicago (the "City") issued its Taxable General Obligation Bonds (Emergency Telephone System), Series 2004 (the "Bonds") for the purpose of financing certain costs for capital improvements and working capital related to public safety; and

WHEREAS, the City provided by ordinance adopted on May 26, 2004, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, the 2014 Annual Appropriation Ordinance provided for a reduction in the 2014 tax levy on certain long-term bonds and notes; and

WHEREAS, it is now appropriate and in the best interests of the City that a portion of the amount of taxes levied for the Bonds should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 2014 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of \$5,897,546.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.



City of Chicago



O2014-8919

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/5/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Abatement of 2014 property tax levies - \$16,426,475
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 5, 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 ordinances authorizing an abatement of 2014 property tax levies.

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, on April 22, 1999, the City of Chicago (the "City") issued its General Obligation Bonds (Emergency Telephone System), Refunding Series 1999 (the "Bonds") for the purpose of refunding all or a portion of the City's General Obligation Bonds (Emergency Telephone System), Series 1993; and

WHEREAS, the City provided by ordinance adopted on November 18, 1998, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, the 2014 Annual Appropriation Ordinance provided for a reduction in the 2014 tax levy on certain long-term bonds and notes; and

WHEREAS, it is now appropriate and in the best interests of the City that a portion of the amount of taxes levied for the Bonds should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 2014 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of \$16,426,475.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.